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| MOD_CMYK_AW |  |   |
| OFFICIAL |  |
| DIO CommercialRoom 1.2.01-1.2.21Kentigern House65 Brown StreetGlasgow G2 8EX |  |
| Email: DIOComrcl-OPC@mod.gov.uk |
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|  |  |  |  |
|  |  |  | Your Reference:  |
|  |
|  | Our Reference: ITN: 700547373 |
|  |
|  | Date: 21 April 2020 |
|  |  |
|  |  |  |  |  |

Dear Sir/Madam,

**INVITATION TO NEGOTIATE (ITN) FOR OVERSEAS PRIME CONTRACT - GIBRALTAR**

**REFERENCE No. ITN: 700547373**

You are invited to tender for Overseas Prime Contract - Gibraltar in competition in accordance with the attached documentation.

The requirement is for the provision of Hard and minimal Soft Facilities Management to Defence sites in Gibraltar.

The anticipated date for the contract award decision is August 2021, please note that this is an indicative date and may change.

You must submit your Initial Tender Return to **arrive no later than** **10:00am on 19 August 2020.**

Please confirm receipt of this tender to the Commercial branch stated in the above address.

Yours faithfully,

Mick Noble

**Overseas Prime Contract Commercial Lead**

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

|  |  |  |
| --- | --- | --- |
| **Supplier Name** | **Supplier Address**  | **Supplier Point of Contact**  |
| Amentum (UK) LTDAmey Defence Services LimitedCenterra Group (UK) LtdInterserve (Defence) LtdVeolia Water Outsourcing Limited | 1st Floor, 303 Bridgewater Place, Birchwood, Warrington, WA3 6XFChancery Exchange, 10 Furnival Street, London, EC4A 1ABSuite 2, Victoria House, South Street, Farnham, Surrey, GU9 7QUCapital Tower, 91 Waterloo Road, London, SE1 8RT210 Pentonville Road, London, N1 9JY | David FullerMark BreachIan MetcalfLinda ConstantineJane Winslow |
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**INVITATION TO NEGOTIATE (ITN)**

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

**OVERSEAS PRIME CONTRACT**

**GIBRALTAR:**

**700547373**

**Version 14**

**Date 16 January 2014**

This is one of six booklets as listed below that together comprise the tender documentation for the Overseas Prime Contract - Gibraltar.

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

During the Tender Process individual Booklets or documents within Booklets may be revised, withdrawn or added to.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

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

|  |  |
| --- | --- |
| DOCUMENT No. | TITLE |
| Booklet 1 of 6 | Invitation to Negotiate |
| Booklet 2 of 6 | Conditions of Contract  |
| Booklet 3 of 6 | Service Information |
| Booklet 4 of 6 | Employer Supplied Information |
| Booklet 5 of 6 | Price Information |
| Booklet 6 of 6 | Tender Response:Non-Cost SubmissionPrice Submission (Spreadsheets)Declarations |

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**ACRONYM TABLE**

|  |  |
| --- | --- |
| **Acronym** | **Meaning**  |
| ACOP | Approved Codes of Practice |
| ADR  | Acquired Rights Directive |
| AMC | Acceptable Means of Compliance |
| ANDA | Additional Needs and Disability Adaptations |
| APEs | alkylphenol ethoxylates |
| AWS | Additional Works Services |
| BCA | Behavioural and Collaboration Assessment |
| BIM | Building Information Modelling |
| BPSS | Baseline Personnel Security Standard |
| CAAS | Cost Assurance and Analysis Services |
| CAN | Contract Award Notice |
| CCL | Commerce Control List |
| CDM | Construction Design Management  |
| CEEQUAL | Civil Engineering Environmental Quality Assessment and Award  |
| CIP | Cyber Implementation Plan |
| COI | Conflicts of Interest |
| COSHH | Control of Substances Hazardous to Health  |
| CP&F | Contracting, Purchasing and Finance |
| CPI | Consumer Price Index |
| DCPP | Defence Cyber Protection Partnership |
| DIO | Defence Infrastructure Organisation |
| DPQQ | Dynamic Pre-Qualification Questionnaire |
| DRIL | Depth, Impact, Level and Range |
| DSPCR | Defence & Security Public Contracts Regulations |
| EAR | Export Administration Regulations |
| ECCN | Export Control Classification Number |
| EIR | Environmental information Regulations |
| EMS | Environmental Management System |
| ESTS | Establishment Specific Task Schedule  |
| ETO | Economic, Technical or Organisational |
| EU | European Union |
| FM | Facilities Management |
| FOIA | Freedom of Information Act |
| FTE | Full Time Equivalent |
| GFA | Government Furnished Assets |
| GFE | Government Furnished Equipment |
| GoG | Government of Gibraltar |
| HR | Human Resources |
| HRMC | Her Majesty’s Revenue & Customs |
| IMS | Information Management System |
| IPR | Intellectual Property Rights |
| IRL | Inclusive Repair Limit |
| ISD | In-Service Date |
| IT | Information Technology |
| ITAR | International Traffic in Arms Regulations |
| ITN | Invitation To Negotiate |
| JSP | Joint Service Publication |
| KPI | Key Performance Indicator |
| LAS | Lowest Acceptable Score |
| MAA | Military Aviation Employer |
| MEAT | Most Economically Advantageous Tender |
| MOD | Ministry of Defence |
| NAO | National Audit Office |
| NCAGE | NATO Commercial & Government Entity  |
| NSA | National Stock Number |
| OJEU | Official Journal of the European Union |
| OM | Occupancy Management |
| OPC | Overseas Prime Contracts |
| PCG  | Parent Company Guarantee |
| PI | Performance Indicator |
| PQQ | Pre-Qualification Questionnaire  |
| QDC | Quantity, Deployment and Consistency |
| QMS | Quality Management System |
| SAQ | Supplier Assurance Questionnaire |
| SFA | Service Family Accommodation |
| SME | Subject Matter Expert |
| SMS | Sustainability Management Systems |
| SNITS | Special Notices and Instructions to Tenderers |
| SPF | Security Policy Framework |
| T&Cs | Terms and Conditions |
| TCT | Technically Compliant Tenders |
| TUPE | Transfer of Undertakings Protection of Employment |
| UKML | UK Munitions List |
| USML | US Munitions List |
| VDR | Virtual Data Room |
| WVFM | Weighted Value for Money |

**OVERSEAS PRIME CONTRACT (OPC)**

**GIBRALTAR**

**INVITATION TO NEGOTIATE**

**700547373**

1. INTRODUCTION
	1. Tenderers are invited to Tender for the provision of Hard and minimal Soft Facilities Management in support of the Ministry of Defence (the “Employer”) Overseas Estate in Gibraltar in order to provide a fully operational estate that meets Statutory Compliance and Mandatory Compliance requirements. Please note, there will be a requirement to provide support to Operations if the need arises as part of Module V.
	2. The Contract will be managed by the Employer and/or its agent or agents and will last for 7 (seven) years (unless terminated under the terms and conditions of contract) with the provision to extend for up to an additional 3 (three) years at the Employer’s discretion.
	3. The procurement stage of this Project began with the publication of a Contract Notice in the Official Journal of the European Union (OJEU) on 7 August 2019. The Employer is conducting the procurement using the negotiated procedure in accordance with the requirements of the Defence & Security Public Contracts Regulations 2011 (“DSPCR”).
	4. This Invitation To Negotiate ("ITN") is being issued by the Employer to the potential Tenderers who have been pre-qualified and selected to participate in the Tender following the successful completion of the Dynamic Pre-Qualification Questionnaire (DPQQ) published on Defence Contracts Online for the Overseas Prime Contracts (OPC)- Gibraltar Requirement as part of the Contract Notice described in 1.3. This ITN is made available on condition that it is used in connection with this negotiation process and for no other purpose.
	5. Submission of a Tender in response to this ITN implies acceptance of its provision by the Tenderers.
	6. Following completion of the DPQQ stage of the process, the Tenderers invited by the Employer to respond to this ITN are (in alphabetical order):
		* 1. Amentum (UK) LTD
			2. Amey Defence Services Limited
			3. Centerra Group (UK) Ltd
			4. Interserve (Defence) Ltd
			5. Veolia Water Outsourcing Limited
			6. (the “Tenderers”)
2. PROJECT AIMS
	1. The overall aim of OPC – Gibraltar is:
		* 1. To meet and support current and future operational requirements through the delivery of Hard and minimal Soft FM services which must be adaptable to accommodate unique local circumstance, and agile enough to meet changing customer and operational demands. The service provided will be sustainable, fit for purpose and statutory and MOD mandatory compliant.
3. PURPOSE OF THE SPECIAL NOTICES AND INSTRUCTIONS TO TENDERERS (SNITS)
	1. The SNITS provides guidance and instructions on the Tender requirement and topics considered important by the Employer to assist in the production of a Tender response and subsequent negotiations. Consequently, it is essential that they are read and understood by all members of the Tenderer’s bid team.
	2. Tenderers are requested to check that all the documentation listed in the ITN has been received. In the event that a Tenderer believes that they have not received the above documentation, or believes extracts are missing, they are requested to notify the OPC Gibraltar Commercial Team.
	3. Tenderers should note that all documentation issued in this ITN is Crown Copyright and may only be copied and used for the purpose of preparing a response to the requirement. All documentation issued is to be returned to the Employer at the address in paragraph 3.4 below either immediately after Contract award, or immediately in the case of any Tenderer who declines to bid.
	4. DIO Commercial

 Kentigern House

 65 Brown Street

 Glasgow

 G2 8EX

* 1. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of this process. Under no circumstances will the Employer, or any of its advisers, be liable for any costs or expenses in this process borne by Tenderers, consortium members, sub-contractors, any other organisation relied upon, or advisers.
	2. This tender exercise has been assigned the following security classifications and as such must be handled accordingly hereafter:

|  |  |
| --- | --- |
| **Booklet** | **Classification** |
| Booklet 1 | OFFICIAL with the exception of Annex L response which will be “OFFICIAL-SENSITIVE COMMERCIAL (WHEN COMPLETE) |
| Booklet 2 | OFFICIAL |
| Booklet 3 | OFFICIAL |
| Booklet 4A | OFFICIAL - SENSITIVE |
| Booklet 4B | OFFICIAL - SENSITIVE |
| Booklet 5 Pricing Instructions | OFFICIAL |
| Booklet 5 – Pricing Schedule Workbook | OFFICIAL – SENSITIVE COMMERCIAL (WHEN COMPLETE) |

1. CONTRACT DOCUMENTS
	1. The contract documents for OPC - Gibraltar will contain the following:
		1. **Booklet 2, Conditions of Contract;**
		2. **Booklet 3, Service Information**
			1. This captures the Employer’s requirement, together with Booklet 4 A which is as far as possible descriptive rather than prescriptive. This contains the output specification that the Tenderer is required to comply with;
		3. **Booklet 4, Employer Supplied Information**
			1. This is hosted in the Virtual Data Room (VDR) on AWARD and comprises of;
			2. All Additional Service Requirements (Contractual)
			3. Further Information Supplied by the Employer (For Information to Tenderers Only). Some documentation may include reference to incumbent contractor(s) which is included for reference only.
		4. **Booklet 5**, **Price Information**
			1. This booklet comprises of both:
			2. Pricing Requirements
			3. Pricing Templates
		5. **Booklet 6, Tenderer’s Response**
2. CONTENT OF THIS DOCUMENT (booklet 1: snits)
	1. This ITN is divided as follows:

 **Table 1: SNITS Content**

| **Document** | **Title** |
| --- | --- |
| ITN | This Invitation to Negotiate – paragraph 1 above  |
| *Special Notices and Instructions to Tenderers (SNITS) is divided into Parts and Annexes as follows:* |
| Part 1 | General Notices  |
| Part 2 | Competitive Negotiated Tender Process |
| Part 3 | Tender Evaluation Process and Criteria |
| Part 4 | Tender Submission Instructions  |
| Annex A | Competitive Negotiated Process – Diagram |
| Annex B | Hot Start Details  |
| Annex C | Confirmation of Attendance – Form |
| Annex D | Commercial Contract Mark-Up Form |
| Annex E | Non-Cost Evaluation: Technical, Worked Example |
| Annex F | Collaboration Scoring Criteria and Worked Example  |
| Annex G | BCA Written Submission Questions |
| Annex H | Statement Relating to Good Standing  |
| Annex I  | DEFFORMS |
| Annex J | Technical – Questions, Scoring, Weightings and Lowest Acceptable Score |
| Annex K | NOT USED  |
| Annex L | Insurance Requirement  |
| Annex M | Document Naming Convention for Tender Responses |
| Annex N | DEFFORM 47 – Tender Submission Document (Offer) |
| Annex O | Mandatory Returns and Supporting Information Requirements |
| Annex P | Government Buying Standards for Cleaning – Mandatory Returns Requirements |
| Annex Q | Booklet 2 – Conditions of Contract – Acceptance or Rejection Certificate |
| Annex R | Booklet 3 – Service Information – Confirmation of Compliance Certificate |
| Annex S | Subcontracts Form |

1. INTERPRETATION
	1. The definitions of terms used in this ITN and Special Notices and Instructions to Tenderers (SNITS) are listed in Booklet 3 – Glossary of Terms.
	2. Capitalised terms used in Booklet 1 – SNITS have the meaning given to them in Booklet 3, Annex A.
	3. In the event of any inconsistency between the provisions of this ITN and any previously issued information, the provisions of this ITN shall prevail. Save to the extent expressly referenced herein, the ITN supersedes all previous documents and information that has been issued to Tenderer

**SPECIAL NOTICES AND INSTRUCTIONS TO TENDERERS**

**PART 1**

**GENERAL NOTICES**

1. THE DEFENCE AND SECURITY PUBLIC CONTRACTS REGULATIONS 2011 No 1848 (THE REGULATIONS)
	1. The Overseas Prime Contracts – Gibraltar requirement will be procured under the Defence and Security Public Contract Regulations (DSPCR).
	2. The Regulations require that the Employer publish a Contract Award Notice (CAN) in the OJEU after the award of the Contract. The CAN should contain information in the Regulations, which includes (but is not limited to) the following;
		* 1. the nature of the contract;
			2. the date of the contract;
			3. the name and address of the winning Tenderer
			4. the value of the contract, or the lowest and highest offer taken into consideration.
	3. The Employer will publish the information required in the Regulations except where to publish such information:
		* 1. would impede law enforcement;
			2. would otherwise be contrary to the public interest;
			3. would prejudice the legitimate commercial interest of any person; or might prejudice fair competition between Tenderers.
	4. Accordingly, the Employer will, at its discretion, forward the above details to the OJEU or equivalent e-notification system not later than forty-eight (48) days after contract award for publication unless the winning Tenderer raises any timely, specific and valid objections to the information being released.
	5. Under no circumstances should a successful Tenderer confirm to any third party the fact of their acceptance of an offer of contract prior to informing the Employer of their acceptance and/or ahead of the Employer’s announcement of the award of contract.
2. COMMUNICATIONS
	1. All Communication, whether written or oral, arising from this ITN and subsequent administration of the Contract will be conducted in the English Language.
3. PROCUREMENT ADMINISTRATION - AWARD SOFTWARE
	1. The Employer has engaged Commerce Decisions Limited to utilise the AWARD Software to support the ITN process. AWARD is available as an internet-based portal, providing Tenderers access controlled via login and permissions. The following will be hosted and managed on AWARD for this procurement:
		* 1. Communication
			2. Virtual Data Room (VDR);
			3. Tender Documentation availability;
			4. Tenderer Clarification Question Process (including any Requests for Information);
	2. AWARD Software operating instructions are available on AWARD once login and permissions are issued. Tenderers should familiarise themselves with the operating instructions once access has been granted. Use of and access to the software will be monitored to ensure the Tenderers are carrying out their responsibilities correctly.
4. VIRTUAL DATA ROOM (VDR)
	1. All Tenderers are provided with equal access to the AWARD Software hosting the VDR. This consists of an open area to which all Tenderers and selected Employer personnel will have access. The following applies to the operation of the VDR:
		1. The data and documents contained within the VDR are current only at the time of publishing – the information provided; particularly key dates may change during the procurement process
		2. Unless stated otherwise the VDR documents are intended as background/ contextual material and not as a requirement or specification. The VDR documents do not include all the information a Tenderer may require. As such, the Employer shall not be liable for any loss or damage arising as a result of reliance on such information or any subsequent communication.
		3. By accessing the VDR, and their own allocated area within it, Tenderers agree to keep the copying, use and distribution of the information provided solely for the purpose for which it has been made available – to develop an Overseas Prime Contract - Gibraltar solution.
		4. Should a Tenderer withdraw or be excluded from the procurement process, it will have no further access to the VDR.
		5. If the information within the VDR needs to be updated the Employer will notify Tenderers via AWARD. It is recommended that Tenderers set up alerts to receive automatic notification of any changes to the VDR.
	2. Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make all decisions relating to the Project and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement. Tenderers must form their own opinions, making such investigations and taking such advice as they consider appropriate.
	3. Whilst the Employer will endeavour to ensure that information and documentation released by the Employer during the procurement process, whether through the VDR or as part of this ITN, is correct at the time of issue, neither the Employer or its advisors will accept any liability for its accuracy, adequacy or completeness, nor is any warranty, unless otherwise stipulated, given as to its accuracy, adequacy or completeness.
	4. [This](#seventeen) extends to liability in relation to statement, opinion or conclusion contained in, or any omission from, any of the ITN documents and in respect of any other written or oral communication transmitted or otherwise made available to any Tenderer, and no representations or warranties is made in relation to such statements, opinions or conclusions.
5. ADMINISTRATIVE COMMUNICATIONS
	1. Tenderers must each appoint one (1) point of contact who will be responsible for all administrative communications with the Employer, and to whom the Employer should address any such enquiries during this procurement process. The name, address, telephone and email address of the Tenderer’s contact must be notified to the OPC Gibraltar Commercial Team as soon as possible and no later than five (5) days from the date of issue of the ITN. Any subsequent changes to the Tenderer’s contact details are to be notified to the Employer as soon as reasonably practicable.
	2. Tenderers should familiarise themselves with the notices and instructions herein and within AWARD Software relating to communications via the VDR, the clarification question process and processes for receipt of tenders, as detailed at paragraphs 43 and 44.
	3. Table 2 below details the various administrative communications and the channel to be used to communicate with the Employer.

**Table 2: Communication Routes**

|  |  |
| --- | --- |
| **Type of Communication**  | **Route for Communication** |
| Non-receipt of complete Tender documentation | Email to OPC Gibraltar Commercial Team  |
| Point of Contact Notification confirmed within five (5) days of issue of ITN | Email to OPC Gibraltar Commercial Team |
| Access issues with AWARD and documentation | AWARD via the Helpdesk |
| Notify any missing Tender documentation | Email to OPC Gibraltar Commercial Team |
| Acknowledge Receipt of amendments to ITN – within five (5) working days | Email to OPC Gibraltar Commercial Team |
| Written permission from Employer for disclosure/ distribution of confidential information | Email to OPC Gibraltar Commercial Team |
| Withdrawal from Tender | Email to OPC Gibraltar Commercial Team |
| Material changes since PQQ | Email to OPC Gibraltar Commercial Team |
| Bidders Conference (Hot Start) - Confirmation of attendance  | Email to OPC Gibraltar Commercial Team |
| Request for extension – fourteen (14) working days before tender due date | AWARD |
| Negotiation Session - Confirmation of attendance  | Email to OPC Gibraltar Commercial Team  |
| Clarification Questions  | AWARD |

* 1. All other administrative communications to the Employer, are to be made in writing to the Employer’s main contact as follows:

Point of Contact: Overseas Prime Contracts (OPC) – Gibraltar Commercial Team

 Email: DIOComrcl-OPC@mod.gov.uk

* 1. The Employer will notify Tenderers of any changes to the above contact details listed - Administrative Communications.
	2. Under no circumstances, other than that in the course of normal business, are members of the Tenderer’s organisation, or supply chain members, permitted to contact any other members of the OPC Project Team (unless invited to do so after liaison with the OPC Gibraltar Commercial Team). This is vitally important to the preservation of the transparency of the tendering process and as a result any breaches of this instruction may result in the Tenderer being debarred from the competition.
	3. No Tenderer shall, without the prior written consent of the Employer, contact any Minister, servant or agent of the Employer about the Project prior to a Contract being entered into.
1. TENDERERS BID TEAM
	1. Details of the Tenderers’ bid team (including names, job titles and roles within the bid team) are to be presented to the OPC Gibraltar Commercial Team within five (5) days of issue of the ITN. If there are changes to the Tenderers bid team throughout the procurement process, Tenderers are required to inform the OPC Gibraltar Commercial Team of this change in writing to the email address at [paragraph 11.4](#elevenfour).
2. INTELLECTUAL PROPERTY IN ALL ITN MATERIAL
	1. The Intellectual Property Rights (IPR) in all ITN Material belong to the Employer. The ITN Material may only be used for the purpose of responding to this ITN and shall not be copied or disclosed to anyone other than employees of the Tenderer.
3. CONFIDENTIALITY
	1. The information in this ITN is made available to Tenderers on condition that:
		* 1. Tenderers shall at all times treat the information in confidence;
			2. Tenderers shall not disclose, copy, reproduce, distribute or pass the Information to any other person at any time or allow any of these things to add happen;
			3. Tenderers shall not use the Information for any purpose other than the purpose of preparing for, engaging in negotiation and making (or deciding whether to make) a Tender during this procurement process;
			4. Tenderers shall comply with the provisions of [paragraph](#sixtytwo) 60, (which contains restrictions on publicity activity within any section of the media);
			5. Tenderers shall procure that each of the members of its tender preparation team who receives any of the information is made aware of, and complies with the provisions of, this paragraph 14 as if it were a Tenderer.
	2. Any Tenderer who, in the Employer’s opinion breaches any of the requirements of paragraph 14 may at the Employer’s sole discretion be disqualified from taking any further part in this procurement process (without prejudice to any other civil remedies available to the Employer)
	3. Tenderers may disclose, distribute or pass the information to another person if either;
		1. this is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the information confidential on the same terms as set out in these General Notices;

or

* + 1. the Tenderer obtains the prior written consent of the Employer in relation to such disclosure, distribution or passing of information.
	1. By participating in this procurement process, Tenderers understand and agree, and shall procure that all others whose information is supplied to support their Tender agree, that the Employer is permitted to disclose all information submitted to it to the United Kingdom Parliament or any other Department, Office or Agency of Her Majesty’s Government in the United Kingdom and their Ministers, servants, agents and advisers.
1. PROTECTION OF INFORMATION
	1. In order to protect the sensitivity of Tenderer’s commercial information all members of the Employer’s Evaluation Team will receive appropriate training and sign and agree confidentiality undertakings.
	2. Notwithstanding the Employer’s protection of Tenderers information, Tenderers should note that the National Audit Office (NAO) has a legal right to see any information which is held by the Employer for the purpose of audit or review.
	3. 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-Government role delivering overall Government policy on public procurement – including ensuring value for money and related aspects of good procurement practice. For these purposes, the Employer may disclose within Government any of the Tenderers documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as tender information) submitted by the Tenderer to the Employer during this Procurement. The information will not be disclosed outside Government. Tenderers taking part in this competition consent to these terms as part of the competition process.
2. EXTERNAL ADVISORS
	1. The Employer is supported by external service providers. These companies are regarded as integral parts of the project team and will therefore have access to a variety of both internal data and Tenderer information. The advisors currently appointed are:

|  |  |
| --- | --- |
| **Advisors** | **Responsibilities** |
| Commerce Decisions | AWARD Software |
| Willis Towers Watson Insurances Ltd  | Insurance Advisors |
| Mills & Reeve LLP | Legal Advisors |
| Triay and Triay Limited | Gibraltarian Legal Advisors |
| PA Consulting Services Ltd | Commercial Support  |
| Ebeni Ltd | Commercial Support  |

* 1. The Employer reserves the right to engage such other external advisors as it considers necessary.
1. ACCURACY OF INFORMATION AND LIABILITY OF THE EMPLOYER AND ITS ADVISERS
	1. The information set out in this ITN and any other documents or information to which it refers has been prepared by the Employer in good faith. However, it does not purport to be comprehensive or to have been independently verified and the Employer does not accept any responsibility for the information set out in this ITN or in any other document for its accuracy or completeness and shall not be liable for any loss or damage arising as a result of such information or any subsequent communication.
	2. The issue of this ITN should not be construed as a commitment by the Employer to enter into a Contract as a result of this procurement process. Any expenditure, work or effort undertaken prior to the execution of any Contract is accordingly a matter solely for the commercial judgement of the Tenderer. The Employer reserves the right to withdraw from the Project at any time, or to re-invite Tenders on the same or any alternative basis or not award any Contract as a result of the competitive procurement process and/or reject any Tender. The Employer reserves the right to order some or all of Services stated in Booklet 3 - Service Information. The subject matter of this ITN will have contractual effect only when it is incorporated into the express terms of an executed Contract.
	3. This ITN should not be considered as an investment recommendation made by the Employer to any Tenderer taking part in this Tender process. Each Tenderer must make its own independent assessment after making such investigation and taking such professional advice as is deemed necessary. None of the Employer’s Ministers, servants, agents or advisors make any representations or warranties (express or implied) or accept any liability or responsibility (other than in respect of fraudulent misrepresentation) in relation to the adequacy, accuracy, reasonableness or completeness of the Information or any part of it (including but not limited to, any loss or damage arising as a result of reliance by the Tenderer on the information or any part of it).
	4. Each Tenderer shall be responsible for the accuracy of all information submitted within its Tender.
2. EMPLOYER’S RIGHT TO REJECT
	1. The Employer reserves the right to disqualify any Tenderer that does not in the Employer’s opinion comply with the requirements of this ITN or any other requirement of the Employer in connection with this procurement process that may be notified to the Tenderer.
	2. The Employer reserves the right to disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender expression of interest, through the DPQQ or the tender process.
3. CONFLICTS OF INTEREST
	1. Tenderers must notify the Employer immediately of any Conflicts of Interest (COI) that have arisen or arise at any point since DPQQ submission and prior to contract award decision.
	2. Where there is an existing or potential COI Tenderers must include a proposed Compliance Regime in their Tenders. As minimum this must include:
		* 1. manner of operation and management;
			2. roles and responsibilities;
			3. standards of integrity and fair dealing;
			4. levels of access to and protection of competitors’ sensitive information and Government Furnished Information;
			5. confidentiality/non-disclosure agreements
			6. the Employer’s rights of audit; and
			7. physical and managerial separation.
	3. The Employer reserves the right, at its absolute discretion, to reject any Compliance Regime which does not, in the Employer’s opinion, meet the needs of the Employer’s requirements.
	4. Should the Tender be successful the proposed Compliance Regime will become part of the Contract and will be legally binding.
	5. Tenderers have also signed and returned the OPC Ethical Walls Agreement (EWA) which was sent to all Tenderers via email on the 30th January 2020. This agreement stipulates that all Tenderers will take all appropriate and reasonable steps to ensure that Tenderers are not in a position where there is a potential conflict between the pecuniary or personal interests of the Tenderers taking part in this procurement process. By signing this agreement, Tenderers also acknowledged that a COI may emerge where Tenderers are in the process of/or within the last three (3) years have delivered similar services to the Employer and that they are obliged to promptly establish the necessary actions to eliminate any COI relating to this before it occurs.
4. CANVASSING
	1. Any Tenderer who, in connection with this Project:
		* 1. offers any inducement, fee or reward to any Minister, servant or agent of the Employer or any person acting as an adviser to the Employer in connection with this negotiation process or does anything which would constitute a breach of the Prevention of Corruption Act 1889 to 1916; or
			2. contacts any Minister, servant or agent of the Employer or any person acting as an adviser to Employer prior to a Contract being entered into about any aspect of this negotiation process in a manner not permitted by this ITN
	2. may be disqualified at the Employer’s absolute discretion (in either case without prejudice to any other civil remedies available to the Employer and without prejudice to any criminal liability which such conduct by a Tenderer or Consortium Party may attract).
5. SECURITY
	1. This ITN contains documents that are OFFICIAL AND OFFICIAL SENSITIVE. It is anticipated that the highest classification of documents to be made available during the procurement will be classified OFFICIAL SENSITIVE.
	2. The link below to the Gov.uk website provides information on the Government Security Classification:

<https://www.gov.uk/government/publications/government-security-classifications>

* 1. Tenderers are required to ensure that any OFFICIAL SENSITIVE documents are not transmitted via unsecure facsimile or via the internet either in the UK or overseas. OFFICIAL SENSITIVE material may be sent via postal system in a sealed envelope, but such documents to be sent overseas must be double enveloped. The inner envelope should show the address, name and appointment of the addressee and be marked OFFICIAL SENSITIVE, boldly in red. No protective marking should appear on the outside envelope which should be addressed as usual.
	2. All Tenderers including sub-contractors within the Defence Supply chain, must follow the Defence Cyber Protection Partnership (DCPP) Cyber Security Model for any contract that involves the transfer of MOD Identifiable Information.
	3. All Tenderers must have the appropriate security controls in place by contract start date to manage the allocated cyber risk level or have agreed a Cyber Implementation Plan. A Security Aspects Letter will be issued to all Tenderers with the ITN to cover the controls required during the tendering process and will be re-issued to the successful Tenderer at the Contract start date.
	4. The below links will take Tenderers to the relevant documentation:
		1. [DEFSTAN 05-138 Issue 2 Cyber Security for Defence Tenderers](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/652597/20171016-Defence_Standard_05-138_Iss_2.gov.uk.pdf)
		2. [Defence Cyber Protection Partnership Cyber Security Model Industry Employer and Tenderer Guide - Jun 18](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/718566/20180203_Cyber_Industry_Buyer_and_Supplier_Guide_v2_1.pdf)
		3. [Industry Security Notice 2017/03 - Reporting of Security Incidents](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03_-_Reporting_of_Security_Incidents.pdf)
		4. [Industry Security Notice 2017/04 - Industry Tenderer Guidance on DEFCON 658 (Cyber)](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/634863/20170726-Cyber_ISN_for_Industry.pdf)
	5. As advised on release of DPQQ, the Employer has issued this ITN on the basis that at least one individual within each potential Tenderer’s bid team holds Baseline Personnel Security Standard (BPSS) clearance. Any individual within the bid team requiring access to the ITN documentation must also hold BPSS.
1. CYBER SECURITY
	1. Cyber security is a Pass/Fail criterion. Accordingly, if the Tenderer fails to procure, complete and submit as part of its tender all of the Supplier Assurance Questionnaires (SAQ) and any required Cyber Implementation Plans (CIP) meeting all the requirements specified in paragraph 22.3, the Tenderer's tender will be deemed Non-Compliant and eliminated from any further consideration in relation to, and the Tenderer shall no longer be able to participate in the competition.
	2. The Cyber Risk Profile in relation to the contract is **LOW**.
	3. The Tenderer shall as part of its tender:
		* 1. complete (acting via an authorised representative) and (using the access code RAR-XDD36G6C at the following link: https://suppliercyberprotection.service.xgov.uk) submit a Supplier Assurance Questionnaire to indicate whether or not the Tenderer has and has implemented and is implementing all of the processes, resources, certifications, policies and measures specified in Def Stan 05-138 (Cyber Security for Defence Suppliers), and
			2. procure from each of its proposed sub-contractors who is likely to have access to, creates and/or is likely to create MOD Identifiable Information and (using such access code and link) submit as part of the Tenderer's tender a Supplier Assurance Questionnaire completed by each such operator (acting via an authorised representative) to indicate whether or not such sub-contractor has and has implemented and is implementing all of such processes, resources, certifications, policies and measures; and
			3. where the Tenderer indicates in its submitted Supplier Assurance Questionnaire that it does not have in place all of such processes, resources, certifications, policies and measures, Tenderers must submit a Cyber Implementation Plan (CIP) stating the Tenderer’s commitment to have and to implement before the scheduled commencement date of the contract all of such processes, resources, certifications, policies and measures; and
			4. where any such proposed sub-contractor indicates in its respective supplier assurance questionnaire that it does not have in place all of such processes, resources, certifications, policies and measures) procure from such operator and (using such code and such link) submit a Cyber Implementation Plan completed by each such operator (acting via an authorised representative) stating such operator’s commitment to have and to implement before the scheduled commencement date of the contract all of such processes, resources, certifications, policies and measures.
2. TENDER EXPENSES
	1. The Tenderers will bear all costs associated with preparing and submitting the Tender. If the Tender process is terminated or amended by the Employer, the Employer will not reimburse the Tenderer.
3. VARIANT BIDS
	1. Variant bids will not be accepted. This was communicated to Tenderers via email on the 11 December 2019.
4. TENDER VALIDITY
	1. Tenderers will be required to ensure that both their Initial and Final Tenders do not expire from 24 months of their submission and are capable of being accepted until commencement of provision of the Service under the Contract.
	2. The Employer is relying on the information provided by the Tenderer in response to the DPQQ, including, but not limited to, information concerning the members and structure of the Tenderer’s consortium. If there are any material changes to such information (e.g. change in control, composition or membership of your organisation and/or consortium members, including any sub-contractors) at any time during the tender process, the Tenderer must advise the Employer, in writing, as soon as they become aware of the change. This may affect your right to stay in the competition.
	3. The Employer reserves the right at its sole discretion to disqualify any Tenderer who makes any material changes to any aspect of its response to the DPQQ if:
		1. it fails to notify the Employer of such change, or
		2. having notified the Employer of such change, the Employer considers that the effect of the change is such that, on the basis of the evaluation undertaken by the Employer for the purpose of selecting potential providers to participate in the Tender, the Tenderer would not pre-qualify.
5. access to DEFCONS and defforms
	1. Tenderers can access DEFCONS and DEFFORMS referred to throughout this document on the Commercial Toolkit which can be accessed via the Acquisition Operating Framework: <https://www.gov.uk/acquisition-operating-framework>.
6. ADDITIONAL SUPPORT TO THE EMPLOYER
	1. Tenderers are to note that the Employer may seek to outsource additional services during the life of the contract, subject to a Value for Money benchmark.
7. EMPLOYER DEPENDENCIES
	1. Booklet 4b of the Contract sets out the equipment and assets that will be available as GFA.
8. USE OF THE EMPLOYER’S ASSETS
	1. Booklet 4 and the VDR specify the buildings, facilities and other assets which are present on the Establishments. Tenderers should be aware that the occupation of any building or facilities to be used in the provision of the service will be in accordance with the terms of the Contract and under either a lease or a non-exclusive licence (pursuant to Clause 66 of Booklet 2 of the Contract), as agreed with the Employer.
9. EMPLOYER INFORMATION MANAGEMENT SYSTEM (IMS)
	1. Booklet 3 - Service Information places an obligation on the successful Tenderer to exchange data to fulfil certain service requirements. Tenderers should also note that at Contract Award and throughout the duration of the Contract Period the successful Tenderer will need to ensure that their Information Systems (IS) exchanges data with the Employer’s Common Data Environment (CDE). This data exchange will be required for the successful operation and management of the Contract. Information regarding interface requirements provided as it becomes available**.**
10. RECONcILLIATION EXERCIse
	1. As there will be changes to the estate throughout the tendering period a reconciliation exercise post contract award will be required. The Tenderer will be fully responsible for all services, whether it has or has not been detailed correctly within the contract, until it can be brought to the Employer’s attention when it may be subject to an addition/deletion change control procedure.
	2. This Reconciliation Exercise will consist of 2 parts:
	3. Part 1: The incoming Contractor will check estate assets that are within the Asset Register within Booklet 4 and check that assets are both legally and statutory compliant
	4. Part 2: The incoming Contractor will identify any assets that were missed from the Asset Register within Booklet 4 and accordingly process missed assets through the compensation event mechanism.
	5. A mechanism for pricing additions/deletions to the Asset Register is included within the Price Information Booklet (Booklet 5).
11. WITHDRAWAL FROM TENDERING
	1. If at any time a Tenderer decides not to submit an ITN response it should inform the Point of Contact listed in [paragraph 11.4](#elevenfour) in writing and return all ITN material relating to the Overseas Prime Contract - Gibraltar to the address at paragraph 3.4.
	2. Tenderers should confirm their withdrawal in writing, sent in a separate envelope bearing no external reference to ITN Reference Number or return date, addressed to the Employer’s address as stated in [paragraph 3.4](#elevenfour). This procedure is designed to preserve equity between Tenderers by ensuring that no premature disclosure of tender details can take place.
12. DISPOSAL OF UNSUCCESSFUL TENDERS
	1. Tenderers should note that it is the Employer’s intention to dispose of unsuccessful Tenderers’ proposals two (2) years after the date of Contract Award.
13. Material Change of control from dpqq
	1. You must inform the Employer in writing if there is any material change in control, composition or membership of your organisation and/or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.
14. consultation with credit reference agencies
	1. The Employer may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.
15. conforming to the law
	1. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.
	2. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Employer or any criminal liability that your conduct may attract.
16. Bid Rigging and Other Illegal Practices
	1. 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)

+44 1371 85 4881 (Overseas)

**SPECIAL NOTICES AND INSTRUCTIONS TO TENDERERS**

**PART 2**

**TENDER PROCESS**

1. COMPETITIVE NEGOTIATED PROCESS
	1. The diagram in [Annex A](#annexa) provides a pictorial outline of the key stages in this procurement process and where these processes are conducted using AWARD Software. The following paragraphs provide the detailed requirements of these key stages.
2. FORMAT OF TENDER ISSUE
	1. Tenders will be issued via AWARD.
3. key dates
	1. The timetable for the key stages of the ITN for the procurement process is shown in Table 3 below:

**Table 3: OPC Gibraltar Key Dates**

|  |  |  |
| --- | --- | --- |
| **Event** | **Date**  | **Paragraph Ref** |
| Issue of ITN(Virtual Data Room Opens) | 21 April 2020  | N/A |
| Initial Tender Clarification Period Opens | 21 April 2020 | 43.2.1 |
| Bidders Conference (Hot Start) | 4-6 May 2020 | 42 |
| Mid-Tender Clarification Conference Calls  | 08-11 June 2020 | 45 |
| Behavioural Collaboration Assessment (BCA) Period: Senior Management Interviews  | 06-08 October 2020 | 46 |
| Written submission returns as part of the initial ITN return  | 19 August 2020 | 46 |
| Initial Tender Clarification Period Closes  | 24 July 2020 | 43.2.1 |
| Final Date for Employer to respond to clarifications via AWARD | 03 August 2020 | 44.1 |
| Initial Tender Return Date | 19 August 2020 | N/A |
| Negotiation Phase | 09-18 November 2020 | 49 |
| Invitation to Final Tender Submission | 19 January 2021 | N/A |
| Final Clarification Period Opens (Written Clarifications on AWARD only) | 19 January 2021 | 43.2.2 |
| Final Clarification Period Closes | 26 January 2021 | 43.2.2 |
| Final Date for Employer to respond to clarifications via AWARD | 28 January 2021 | 44.1 |
| Final Tender Submission  | 2 February 2021 | N/A |
| Appointment of Successful Tenderer | 10 August 2021 | 55 |
| Standstill Period  | 20 August 2021 | 57 |
| Contract Award  | 24 August 2021 | 58 |
| Mobilisation Period | 25 August 2021- 25 February 2022 | 58 |
| In Service date Gibraltar | 25 February 2022 | N/A |

1. CHANGES TO THE PROCUREMENT PROCESS
	1. All dates in the above timetable are ***provisional only*** and the Employer may vary any date within the timetable or terminate or alter the procurement process in any way at its sole discretion, including the addition or removal of stages. The negotiation process, by its nature involves extensive discussion between the Employer and Tenderers during the negotiation and this, for example, may affect the outline timetable.
	2. The Employer reserves the right to undertake an iterative tendering process following receipt of the Tender.
	3. The Employer reserves the right to waive or change the requirements of this ITN in whole or in part without prior notice being given by the Employer.
	4. The Employer reserves the right to make whatever changes it sees fit to the structure or content of the procurement process.
2. Bidders conference (HOT START)
	1. Following the issue of this ITN the Employer will hold a Bidders Conference (Hot Start) via webinar on the dates in Table 3 above, Tenderers should attend all 3 webinars. The details of these webinars are detailed in [Annex B](https://eur01.safelinks.protection.outlook.com/ap/w-59584e83/?url=https%3A%2F%2Fmodgovuk.sharepoint.com%2Fteams%2Fcui3-22%2Fa%2F10%2Fk%2FITN%2FGibraltar%2FBooklet%25201-Laura-owner%2FDraft%2F20200306-DRAFT%2520OPC%2520GIB%2520BOOKLET%25201%2520SNITS%2520-%2520OS.docx%23annexb&data=02%7C01%7CSara.Park-Patterson100%40mod.gov.uk%7Cb58a43ba6e904237b57c08d7e05a1925%7Cbe7760ed5953484bae95d0a16dfa09e5%7C0%7C0%7C637224549875584071&sdata=2wUgZpEpArX5P8JQqNpqv48JQ60EDpBF4QKUcbCR3%2FA%3D&reserved=0).  The aim of the webinars is to provide Tenderers with an overview of the requirement and details on the Tendering process. Specifically, the Employer will discuss:
		1. The OPC – Gibraltar Requirement
		2. Commercial Considerations
		3. Contract Structure (including Terms and Conditions)
		4. Contract Price
	2. Tenderers will have the opportunity to submit written clarification questions after the webinars. Clarifications must be submitted via AWARD. Tenderers will have 24hrs after each webinar to submit presentation slide specific clarifications. The Employer will aim to respond within seven (7) working days. These clarification responses will be published on the AWARD portal and made available to all Tenderers. Further detail on the full Clarification Procedures can be found in paragraph 43 below.
	3. For security purposes, only individuals with BPSS clearance will be permitted to dial into the webinar. Tenderers must provide a list of names, email addresses, date of birth and mobile phone numbers to the Employer by Wednesday 29 April, or earlier if possible, ahead of the webinar to ensure BPSS clearance can be verified. If the information is not provided in this timescale, individuals will not be invited to attend the webinars.  Tenderers should complete the Confirmation of Attendance Form at [Annex C.](https://eur01.safelinks.protection.outlook.com/ap/w-59584e83/?url=https%3A%2F%2Fmodgovuk.sharepoint.com%2Fteams%2Fcui3-22%2Fa%2F10%2Fk%2FITN%2FGibraltar%2FBooklet%25201-Laura-owner%2FDraft%2F20200306-DRAFT%2520OPC%2520GIB%2520BOOKLET%25201%2520SNITS%2520-%2520OS.docx%23annexc&data=02%7C01%7CSara.Park-Patterson100%40mod.gov.uk%7Cb58a43ba6e904237b57c08d7e05a1925%7Cbe7760ed5953484bae95d0a16dfa09e5%7C0%7C0%7C637224549875594063&sdata=Lg1ewjE0B9z21JbBi0OfIorDY%2BfL%2Ft7BGhx%2F4EiPv8I%3D&reserved=0)
3. CLARIFICATION PROCEDURES
	1. The Employer will actively support a process of clarification in order to enable the Tenderers to submit fully informed Tenders.
	2. There are two (2) Clarification Periods during the Tender Process:
		1. **Initial Tender Clarification Period** (21 April 2020 – 20 July 2020) where clarifications can be submitted through:
			1. Written clarifications which will be managed through AWARD, more information is given in paragraph 44
			2. Bidders Conference (Hot Start Event) written clarifications, more information is given in paragraph 42
			3. Mid-Tender Clarification Conference Call with the Employer, more information is given in paragraph 45
		2. **Final Tender Clarification Period** (19 January 2021 – 26 January 2021) where clarifications can be submitted through:
			1. Written clarifications which will be managed through AWARD **only**, more information is given in paragraph 44.
	3. Please note, that clarifications will close during the negotiation period and no clarification questions are permitted via AWARD or by any other means.
	4. An OPC Gibraltar Clarifications log will be created and updated by the Employer with each question and answer that is deemed non-confidential by Tenderers. This clarifications log will be visible in the Virtual Data Room.
4. Written Clarifications (AWARD)
	1. The Employer and Tenderers will be able to raise written clarifications in both the Initial Tender Clarification Period and Final Tender Clarification Period as described in paragraph 43 above.
	2. Written clarification questions must be received no later than:
		1. **Initial Tender Clarification Period**: eighteen (18) working days before Initial Tender Return Date.
		2. **Final Tender Clarification Period**: five (5) working days before Final Tender Return Date.
	3. The Employer reserves the right not to respond to clarification questions submitted after this date and time.
	4. The Employer and Tenderers will respond to any clarification questions within two (2) working days, unless otherwise agreed. If unable to respond within that timeframe the originator of the clarification will be informed of when a response will be given.
	5. Each Tenderer is requested to clearly identify any written clarifications or parts of clarifications which it considers to be confidential or specific to its proposed solution, stating the reasons why. The Employer will decide, at its sole discretion, whether or not to accept the Tenderer’s reasons. If the Employer does not accept the request for confidentiality, the Tenderer will be notified via AWARD and invited to resubmit the question using the normal clarification process.
	6. The Employer will respond to each clarification question individually via AWARD. The responses will come in the form of a Notification to all Tenderers.
	7. The Employer will respond to all confidential clarification questions via AWARD addressing only the Tenderer who submitted the question. This will come in the form of a Clarification response
5. mid-tender Clarification COnference call
	1. The Employer will engage with each Tenderer individually to hold a Clarification Conference Call for two (2) hours to verbally discuss any further clarification questions.
	2. This will take place within the Initial Tender Clarification Period only, on the dates stated in the Table 3 above.
	3. It is the Employers intention to hold these sessions at the mid-point between the ITN release date and Initial Response date. The dates and times for each Tenderers Clarification Conference Call will be confirmed two (2) weeks in advance.
	4. All discussions will be recorded by the Employer, and any question and response that is not identified as confidential by the Tenderer will be shared with all Tenderers through the Clarifications Log described in paragraph 43.4.
6. behavioural and collaboration assessment
	1. As part of the tender process, Tenderers will be assessed through a Behavioural and Collaboration Assessment (BCA) in order to make up the Collaboration weighting of their overall score. The evaluation process and criteria for this phase of the procurement is described in Part 3 of this document.
	2. The BCA consists of two assessment methods:
		1. Structured behavioural and collaboration-based Interviews of 4 Key Senior Managers
		2. Written BCA submission where the Tenderer will respond to 3 questions which can be found in Annex G.
	3. The BCA Interview of Key Senior Managers will take place post Initial Tender Submission and prior to the Negotiation Phase, dates for the interviews are stated in Table 3 above.
	4. Tenderers are required to submit their Written BCA Submission as part of their Initial Tender Submission.
	5. Collaboration will only be assessed at the Initial stage of the competition and each Tenderers score will be carried forward to Final Tender Submission.
	6. The BCA is further explained in Part 3, Evaluation Criteria and Process.
7. INITIAL TENDER SUBMISSION
	1. Initial Tenders should be submitted in line with the Tender Submission Instructions detailed in [Part 4](#partfive) of this document.
	2. In order to facilitate effective and efficient evaluation by the Employer, it is a requirement that the Initial Tender shall be submitted electronically via AWARD.
8. initialTENDER EVALUATION
	1. Initial Tender Submissions will be evaluated using the methodology detailed in Part 3 Tender Evaluation Process.
	2. The Employer will be using Weighted Value for Money (WVFM) Formula to calculate the Most Economically Advantageous Tender (MEAT). More information on this can be found in Part 3 of this document.
	3. Evaluation of Tenders (Initial and Final) will be conducted on AWARD on dates stated in [Table](#thirtythreeone) 3, using the electronic tender submission.
9. NEGOTIATION PHASE
	1. Once Initial Tenders have been evaluated, all Tenderers who provide a Complete and Compliant Tenders within the Affordability Envelope as described in paragraph 63 will be invited to participate in the negotiation phase. All unsuccessful Tenderers will be notified at this point that their bid will not be taken forward.
	2. The negotiation phase will take the form of negotiation meetings between the Employer’s team, including its external advisors, and Tenderers invited to the Negotiation Phase. It is anticipated that each negotiation meeting will consist of one (1) working day per Tenderer. However, the number and range of negotiation meetings required is entirely at the discretion of the Employer’s team.
	3. The Employer will ensure equal treatment amongst Tenderers and shall not provide information in a discriminatory manner which may give some Tenderers an advantage over others.
10. NEGOTIATION TOPICS
	1. The Negotiation Phase aims to discuss and develop the Tenderer’s response.
	2. The key areas for discussion can be separated into Cost and Non-Cost in line with the WVFM Calculation which will be used by the Employer to calculate the MEAT (more information provided in Part 3):
		1. Non-Cost:
			* 1. Proposed Contract Mark-Ups

Nuclear Indemnity

Contract Liability Cap

i. Selected Key Performance Indicators

 ii Timeframe to achieve Mandatory KPI targets

* + 1. Cost:
			- 1. Price
				2. Risk through the Risk Pricing Schedule
	1. **Proposed Contract Mark Ups**
		1. Tenderers are invited to submit a Contract Mark-Up Form shown in [Annex D](#annexd) to the Employer as part of the Initial Tender Response. This will detail their response to pre-determined factors of the contractual documentation that the Employer is prepared to negotiate on.
		2. All Tenderers will receive an equal score at Initial Response Stage for Contract Mark Up as the Initial tender Response and pricing will be based on the employer’s contract terms being unamended.
		3. The Tenderers Initial response to the Contract Mark Up form will then form the basis of the Negotiation discussions.
		4. After the Negotiation Stage the Tenderers final Contract Mark Up form will be scored as part of their Final Tender Response. This will be in accordance with the scoring methodology described in Part 3 of this document.
		5. Tenderers are required to submit a revised Contract Mark Up form as part of their Final Tender Submission, reflecting any changes as a result of the negotiation discussions. Tenderers should still submit a Contract Mark Up form with their Final Tender Submission even if there is no change from their Initial Tender Submission.
	2. **Key Performance Indicators**
		1. The Employer seeks to set a series of Key Performance Indicators (KPIs) which shall be used to monitor performance of the successful Tenderer after contract start date.
		2. The Employer has modelled KPIs that they believe are suitable to drive quality performance. However, the Employer is prepared to negotiate on pre-determined KPIs which are listed in the Contract Mark Up Form in Annex D on Mandatory elements only. There will be no negotiation on any Statutory elements of KPI’s
	3. **Risk**
		1. The Employer has considered the Risk Allocation for OPC Gibraltar and has established an understanding of who is best placed to hold risk. The Employer is prepared to negotiate on these topics to give the Tenderer the best opportunity to submit their best Final Tender Submission.
		2. The Tenderer is required to complete a Risk Pricing Schedule as part of their Initial Tender Response. In this schedule, Tenderers should outline where they have included cost to account for any risks that they have highlighted. More detail on this will be given in the Pricing Instructions in Booklet 5.
		3. Upon receipt of the Initial Tenders the Employer will review the risks that the Tenderer has assigned a cost to. The Employer will then identify risks which they believe that the Tenderer has priced for unnecessarily.
		4. The Employer will present these risks to the Tenderer at the Negotiation Discussion and will request the Tenderer to justify their reasoning for the cost associated with the risk. If the Tenderers justification is not sufficient, the Employer will request that the associated costing is removed or reduced accordingly.
		5. At the time of Final Tender, the Risk Pricing Schedule is removed from the Tenderers final pricing submission and the Tenderer should incorporate this pricing with their Final Bid Submission.
1. NEGOTIATION PHASE DATES AND LOCATION
	1. The Employer currently intends to hold all negotiation meetings at the following address:
		* 1. Defence Infrastructure Organisation, Kentigern House, 65 Brown Street, Glasgow, G2 8EX following dates: 09-18 November 2020.
	2. The Employer will confirm each Tenderers specific date at least three (3) weeks prior to the negotiation meeting.
	3. Tenderers should note that in the event of change being required to the above, such as the continued impact of COVID-19, the Employer reserves the right to adopt an alternative approach using available IT systems to facilitate such meetings. The Employer will ensure any proposed change is communicated to all Tenderers.
2. NEGOTIATION TEAM
	1. The Employer’s intention is that the negotiation teams should be kept as small as possible to promote effective communication. It is therefore intended that the Employer’s team attending any negotiation meeting will be chaired by a senior representative from the commercial team with project stakeholder representatives and Subject Matter Experts (SME) as appropriate.
	2. The Employer will have a maximum of six (6) representatives in their negotiation team:
		* 1. Commercial SMEs;
			2. Project Stakeholder SMEs; and
			3. Legal SMEs.
	3. The Employer will also have administrative assistance in attendance for minute taking and other administrative activities.
	4. Tenderers are permitted a maximum of six (6) attendees for the Negotiation Meetings.
	5. For security purposes, Tenderers must provide a list of names of those attending the negotiation meetings to the Employer seventy-two (72) hours before the expected meeting start time. If the information is not provided in this timescale the Tenderer will not be able to attend the event. Tenderers should complete the Confirmation of Attendance Form at [Annex C](#annexc). Should the Tenderer require more than the maximum number of attendees stated, they should make representation to the Point of Contact at [paragraph 11.4.](#sevenfour)
3. FINAL TENDER SUBMISSION
	1. Following negotiation meetings, the Employer will issue an invitation to Final Tender Submission.
	2. Tenderers are required to submit their final offer at this stage as the Employer does not anticipate any further negotiations. However, the Employer reserves the right to carry out a further round of negotiation meetings if it considers it to be necessary.
	3. Final Tenders should be submitted in line with the Tender Submission Instructions detailed in Part 4 of this document.
4. EVALUATION OF FINAL TENDER SUBMISSION
	1. Final Tender Submissions will be evaluated using the methodology detailed in Part 3, Tender Evaluation Process.
5. Appointment of Successful TENDERER
	1. Final Tenders will be evaluated in accordance with the evaluation methodology contained in Part 3 with a view to appointing the successful Tenderer. The successful Tenderer will be selected on the basis of the Tenderer providing the Most Economically Advantageous Tender in its Final Tender. The Employer reserves the right (at its sole discretion) to make any such appointment conditional.
	2. It is intended that when the Tenderers submit Final Tenders, the contracts will be in substantially final form and not subject to further negotiation. Drafting comments that are deemed material will not be accepted as part of a Final Tender or considered thereafter. The Employer reserves the right to conduct any necessary due diligence of Final Tenders before a successful Tenderer is appointed and before Contract signature.
	3. When evaluation has been completed and the Employer has identified the successful Tenderer, the Employer will issue an Award Decision Notice to Tenderers. This letter will state the name of the Tenderer to be awarded the Contract “the Winning Tenderer” and will include the date on which the Employer proposes to enter into the Contract. This will be subject to a Standstill Period which is described in [paragraph 57.](#fiftyfive)
6. deselection of successful TENDERER
	1. Following the appointment of a successful Tenderer, in the event that the successful Tenderer:
		* 1. makes a material alteration to the Final Tender which formed the basis of its selection as successful Tenderer (whether as to the value or any other aspect of its Final Tender)
			2. is in breach of any of the conditions set out in the tender documentation or Final ITN;
			3. in the reasonable opinion of the Employer fails to make satisfactory progress towards signature of the Contract; or
			4. in the case of any of the above, fails to remedy the situation to the reasonable satisfaction of the Employer within a reasonable period;
		1. then the Employer shall be entitled to de-select the successful Tenderer and (at the absolute discretion of the Employer) to exclude the successful Tenderer from any further participation in the Project or to introduce a further stage in the Project in which the successful Tenderer may or may not (at the absolute discretion of the Employer) be invited to participate. Under no circumstances will the Employer or any of its respective advisors be liable for any costs or expenses incurred by the successful Tenderer and/or any of its partners, Tenderers, subcontractors or funders due to, or arising from, such de-selection or the introduction of a further stage in the Project.
7. STANDSTILL PERIOd
	1. The Employer is obliged to allow a minimum of ten (10) calendar days to elapse between the date of despatch of its Award Decision Notice (Standstill Letter) and the date on which the Employer proposes to enter into the Contract. This interval (“Standstill Period”) is to give unsuccessful Tenderers an opportunity to make a legal challenge before such Contract is entered into if there has been, or it is alleged that there has been, a breach of the relevant Regulations. The Standstill Period ends at midnight at the end of the 10th day after the Standstill Letter is sent. Where this is not a working day, it extends to midnight of the next working day.
8. contract award
	1. Once the Standstill Period has concluded in line with the dates in Table 3, the Employer will enter into the Contract with the successful Tenderer (i.e. the Contractor). At this point, the mobilisation period will begin.
9. TENDERERS’ DEBRIEF
	1. Each Tenderer will be informed by notice in writing of any decision to award the Contract and such notice shall include the information prescribed in Regulation 33 (2) of the DSPCR 2011.
	2. A further de-brief will be available on request as provided in regulation 33(7) of the DSPCR 2011 but may be given after the Contract has been awarded.
10. PUBLICITY ANNOUNCEMENT INCLUDING SUB CONTRACTS
	1. Tenderers are advised that the Employer may wish to make a public announcement concerning the award of the Contract. The announcement will include information on any subcontracts placed down the supply chain. To this end, unless there are specific objections for doing so, Tenderers are requested to provide details of such subcontracts on the attached DEFFORM 47, [Annex O](#annexo).
	2. Any Tenderer who wishes to make a similar announcement, either coincidental or subsequent to the Employer’s announcement, should contact the OPC Gibraltar Commercial Team. The content of any announcement a successful Tenderer may wish to make must be cleared in advance by the Gibraltar Project team and Employer’s Security branch responsible for clearance of publicity material for open publication.
	3. Tenderers shall not undertake (or permit to be undertaken) at any time (whether prior to or after any Contract has been entered into) any publicity or activity with any section of the media (including, but not limited to, making any announcements) in relation to this negotiation process or the supply of the products and services specified other than with the prior written consent of the Point of Contact named above. In this paragraph the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

**SPECIAL NOTICES AND INSTRUCTIONS TO TENDERERS**

**PART 3**

**TENDER EVALUATION CRITERIA AND PROCESS**

1. EVALUATION CRITERIA
2. EMPLOYERS EVALUATION TEAM
	1. Tenderer responses will be evaluated by the Employer Evaluation Team. The Employers Technical and Commercial Evaluators are Subject Matter Experts (SMEs) who have been selected for their knowledge and expertise in the specific topics which are being evaluated. The evaluators have been drawn from the Employer’s internal resources and external consultants used are detailed in paragraph 16.
	2. All evaluators will have received evaluation training and guidance prior to being cleared for evaluation duties. The procurement team will ensure that only trained evaluators have access to the respective questions in the evaluation space AWARD.
3. AFFORDABILITY CRITERIA
	1. The Employer has identified an Affordability Criteria which outlines the maximum that the Employer is willing to evaluate for this programme.
	2. The Affordability Criteria for OPC – Gibraltar is **£220,000,000 – £270,000,000.**
	3. Tenderers are requested to price for 10 years, Core + Additional Works and Services (AWS)
	4. The employer retains the option to disqualify any tenderer which does not submit a compliant **Initial Tender** that is outside of the Affordability Criteria, but will always act appropriately, balancing its option to do so vs the benefits of having genuine and adequate competition at final tender stage
4. complete and Compliant Tenders
	1. All Tenders must first be considered Complete and Compliant before they are taken forward to be evaluated.
	2. To assess if a Tender is Complete and Compliant, an evaluation will take place to ensure bids are in line with the ITN Documentation by submitting all Mandatory Returns listed in Table 4.
	3. A Complete and Compliant Tender is a submission that is fully responded to and robust. Tenderers who fail to provide a fully complete tender during the Initial Tender Submission will not be taken forward to the Negotiation phase.
	4. The Employer will evaluate whether a Tender is Complete and Compliant using a Pass/Fail mechanism described in Table 4 below:

Table 4: Complete and Compliant Tenders- Mandatory Returns

|  |
| --- |
| **Complete and Compliant****MANDATORY RETURNS** |
| **ITN Element** | **Compliance Evaluation** |
| DEFFORM 47 Offer (Signed) [Annex O](#annexo) | Pass/Fail  | Tenderers will need to complete the DEFFORM 47 Offer form. A Pass will be achieved if the Offer form is filled in and signed correctly and not qualified in any way. The Tenderer will Fail if the Offer Form is not completed or signed or is otherwise qualified. |
| Insurance Reponses[Annex L](#annexl) | Pass/Fail | The Insurance response will be evaluated by MOD specialist Insurance provider Willis Tower Watson.The criteria for achieving a Pass or Fail for this aspect of the Commercial evaluation are set out in Annex L |
| Booklet 2 Conditions of ContractAcceptance or Rejection Certificate [Annex Q](#annexq)  | Pass/Fail | A Pass will be achieved if the Tenderer confirms that it accepts all Conditions of Contract in full without qualification (excluding Insurance responses which are evaluated as set out above). This does not apply to any conditions covered in the Contract Mark-Up form. The Tenderer will Fail if the Tenderer is unable to provide this confirmation. |
| Contract Mark-Up Form[Annex D](#annexd) | Pass/Fail | A Pass will be achieved if the Tenderer provides a completed Contract Mark Up Form. Tenderers are required to submit a completed Contract Mark-Up form even if they propose no changes to the Employers Conditions.The Tenderer will Fail if the Tenderer does not provide a completed form. |
| Pricing Book Submission | Pass/Fail | A Pass will be achieved if the Tenderer provides a completed Pricing Book Submission in accordance with the pricing instructions.The Tenderer will Fail if they do not provide a completed Pricing Book Submission in accordance with the pricing instructions. |
| Commercially Sensitive InformationBooklet 2, Annex B | Pass/Fail | Tenderers must provide a completed Joint Schedule 4 Commercially Sensitive Information response. A Pass will be achieved if a Commercially Sensitive Information response is provided within the tender (including a nil response). The Tenderer will Fail if the Commercially Sensitive Information response is not provided. |
| [Annex R](#annexr) - Booklet 3 Confirmation of Compliance Certificate  | Pass/Fail | A Pass will be achieved if the Tenderer returns a completed and signed Confirmation of Compliance Certificate.The Tenderer will Fail if the Tenderer is unable to provide this confirmation. |

* 1. Any Tenderer who scores a Fail in any of the elements listed in table 4 above shall be deemed non-compliant and will not be taken forward to evaluation.
1. TECHNICALLY COMPLIANT TENDERS
	1. Tenders are considered Technically Compliant Tenders (TCT) when they have:
2. Submitted a bid within the Affordability Envelope stated in paragraph 63.
3. Been deemed a Complete and Compliant Tender by returning acceptable Mandatory Returns as described in Table 4 above.
4. Submitted compliant responses to all Technical Questions in [Annex J](#annexj)
5. Submitted responses to the Written BCA Assessment set out in Annex G.
6. MOST ECONOMICALLY ADVANTAGEOUS TENDER (MEAT)
	1. All Tenders that are Complete and Compliant and considered TCT are then evaluated using the MEAT methodology as published in the advertisement in the OJEU and Defence Contracts Online and in accordance with Regulation 31(1)(a) of the Regulations using the Competitive Negotiated Procedure.
	2. The approved weightings for OPC – Gibraltar to be applied in the MEAT evaluation are:
		1. **Non-Cost (60%):** evaluated by reference to:
			1. *Technical (45%)* – the elements and approach to the technical evaluation are provided in paragraph 67.
			2. *Collaborative Behaviour (10%)* – the elements and approach to the collaboration evaluation are provided in [paragraph 69.](#sixtyfour)
			3. *Commercial Contract Mark-Ups (5%)*: evaluation of the Tenderers Contract Mark-Ups as explained in paragraph 71, in accordance with the scoring criteria in Table 10.
		2. **Cost (40%):**  evaluated by reference to Pricing Instructions provided in Booklet 5.
7. MEAT Evaluation: Weighted Value for Money (WVfM)
	1. As shown in paragraphs 66.2.1 and 66.2.2 above, the approved weightings for OPC Gibraltar are Non-Cost 60% and Cost 40%. This is summarised in Non-Cost and Cost Envelopes with weightings as shown in Table 5 below;

Table 5: Non-Cost and Cost Sub-Envelope Weightings

|  |  |  |
| --- | --- | --- |
|  | Non-Cost Weighting | Overall Weighting |
| Non-Cost: Technical | 75% | 45% |
| Non-Cost: Collaboration | 16.667% | 10% |
| Non-Cost: Contract Mark-Ups | 8.333% | 5% |
| Non-Cost: Total  | 100% | 60% |
| Cost | N/A | 40% |

* 1. The Cost will have been determined and for the purposes of the evaluation this will consist of a Whole Life Cost for 10 (ten) years drawn from the Grand Total on the “CPI Indexed Summary” of Booklet 5.
	2. The Employer will use the following calculation to determine the Tenderer’s MEAT WVfM score.

$$\frac{Non Cost score^{\frac{wQ}{wC}}}{cost}$$

 Where:

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

The WVfM index represents the number of “weighted non-cost points” per £GBP.

* 1. For the purposes of this procurement, the calculation of the Non-Cost Score can be illustrated as follows:

(((Technical Score / Technical Maximum Score) \* Technical Weighting 75%))
+
(((Collaboration Score / Collaboration Maximum Score) \* Collab. Weighting 16.667%))
+

(((Contract MU Score / Contract MU Maximum Score) \* Contract MU Weighting 8.333%))

= Non-Cost Score

Where:

* \* = multiplied by
* Scores are a whole number
* Weightings are a percentage
	1. Following calculation of the Non-Cost Score, this is input to the WVfM formulae, and can be illustrated as follows:

$$\frac{NonCost Score ^{\frac{60}{40}}}{Whole Life Cost (10 (ten) years indexed to CPI)}$$

* 1. In this procurement, the resulting WVfM indices will be small decimals. Therefore, all will be multiplied by 100 to produce a whole number and then rounded to the fifth decimal place (e.g. 1.12345) for ease of analysis.
	2. A worked example below provides a demonstration on how this will be calculated, outlining how Bidder B would be calculated as follows:

 *Technical Collaboration Contract Mark Ups* $ \frac{60}{40}$

((((800/1000\*75%) + (8/10\*16.667%) + (4/5\*8.333%))\*100)$ $^ 1.5) x 100

 Whole Life Cost (£m)

 100

= 716

Where:

* \* = multiplied by
* / = divided by
* ^ = “to the power of”

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **BIDDER:** | **A** | **B** | **C** | **D** | **E** | **F** |
| Total Cost (£m) | 80 | 100 | 85 | 87 | 95 | 120 |
| Tech Score (/1000) | 400 | 800 | 600 | 700 | 800 | 900 |
| Collab Score (/10) | 8 | 8 | 7 | 6 | 5 | 7 |
| Con. MU Score (/5) | 2 | 4 | 2 | 3 | 2 | 3 |
| **Final Score** | **398** | **716** | **547** | **637** | **639** | **643** |

* 1. Summarising the worked example above, Bidder B having attained the highest WVfM score would therefore be the first ranking bidder.
	2. Please note, the Employer intends to talk through a worked example of the above calculation at the Bidder’s Conference (Hot Start) described in paragraph 42.
1. NON-COST EVALUATION: TECHNICAL
	1. Tenderers must respond to each of the questions in [Annex J](#annexj) of this document by explaining, within the applicable page cap and in size 11, Arial font, how their solution would meet the requirement. The Tenderer may include any plans they feel is relevant/supportive of their response however this must not include any advertising material. If a Tenderer exceeds the page cap in any question response, the Employer will only evaluate up to the page cap and any additional pages will be disregarded.
	2. Each Technical Question has an associated “Evaluator Guidance” narrative. This detail outlines the areas that the Employer would expect the Tenderer to address in their Tender Submission. The details contained within this section is an indicative summary and is not sub weighted.
	3. The Tenderer’s responses against each of the Technical Questions should be set out in a separate Microsoft Office Word or PDF version document that includes appropriate headings and page numbers.
	4. Responses to the Technical Questions will be Scored in line with the Guidance in Tables 6 and 7: Scoring Criteria. Technical Questions can be broken down into two distinct question types,
2. **PASS/FAIL Questions:** the scoring guide in Table 6 below will apply to PASS/FAIL questions for evaluation purposes only. Each evaluator will attribute a score in line with the scoring of Table 7 and only in moderation will evaluators collectively conclude and assign a PASS/FAIL score. Please see Table 6 which provides Tenderers with an indication of how a PASS/FAIL score will be determined.

 **Table 6: Pass/Fail Scoring Criteria**

|  |  |
| --- | --- |
| **Score** | **Definition** |
| PASS | *Satisfactory response (fully compliant with requirements)*Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution. Evidences the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.                                                                     |
| FAIL  | *Unsatisfactory response (non-compliance with major areas of weakness)*Unacceptable submission which fails in several areas to set out a solution that addresses and meets the requirements. Response has little or no detail (and, where evidence is required or necessary; no evidence) provided to support the solution. Response presents major concerns and/or weaknesses to provide the services in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.  |

 b) **Weighted Questions:** the scoring guide in Table 7 below will apply, where the LAS in each question is a score of two (2) to achieve compliance. Tenderers must achieve a minimum overall technical score of 400 out of a possible 1000.

* 1. Tenderers will be deemed non-compliant if ANY of the following arise;
* Tenderers score two (2) on three or more on weighted technical questions
* Tenderers have one (1) or more FAIL scores on any technical question
* Tenderers do not achieve the minimum technical score of 400/1000

**Table 7: Technical Questions Scoring Criteria**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
| 10 | Outstanding response (fully compliant, with some areas exceeding requirements) | Submission sets out a robust solution and, in addition, provides or proposes additional value and/or elements of the solution at no additional cost which exceed the requirements in substance and outcomes in a manner acceptable to the Employer. Evidences the relevant understanding, expertise, skills and/or resources to deliver the requirements, but also exceed it as described.                                                 Requires minimal Employer assurance and/or input. |
| 7 | Fully satisfactory/very good response (fully compliant with requirements). | Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution. Evidences the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.                                                                    Requires limited Employer assurance and/or input. |
| 4 | Satisfactory and acceptable response (substantial compliance with no major concerns) | Submission sets out a solution that largely addresses and meet the requirements, with full details (or, where evidence is required or necessary, some relevant evidence) provided to support the solution. Response presents minor concerns and weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.                May require additional Employer assurance and/or input in some areas. |
| 2 | Partially acceptable response (one or more areas of major weakness) | Weak submission which does not set out a solution that fully addresses and meets the requirements. Response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) 2provided to support the solution. Response presents significant concerns and/or weaknesses to provide the services in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.                Will require significant Employer assurance and/or input in most areas. |
| 1 | Unsatisfactory response (non-compliance with major areas of weakness). | Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements. Response has little or no detail (and, where evidence is required or necessary, no evidence) provided to support the solution. Response presents major concerns and/or weaknesses to provide the services in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. |
| 0 | No response (non-compliance) | No response at all or insufficient information provided in the response such that the solution is un-assessable and/or incomprehensible. |

* 1. A table summarising the Weighting and assessment for each question is provided in [Annex J](#annexj) and Table 8: Technical Questions Weighting and explains to the Tenderer the methodology that the Employer will use to determine the final weighted technical score for each response. There are no sub weightings applied to each of the individual questions.

**Table 8: Technical Questions Weighting**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Question** | **Evaluation** | **Weighting** |
| Q: 1 | Supply Chain Strategies | Scored | 5% |
| Q: 2 | Cost Management | Scored | 4% |
| Q: 3 | Logistics Management | Scored | 4% |
| Q: 4 | BIM | Scored | 4% |
| Q: 5 | Innovation | Scored | 5% |
| Q: 6 | Organisation | Scored | 7% |
| Q: 7 | Health and Safety | Pass / Fail |  |
| Q: 8 | Sustainability Development and Environmental Management | Scored | 5% |
| Q: 9 | Security  | Pass / Fail |  |
| Q: 10 | Information Management System and Data Management | Scored | 6% |
| Q: 11 | Quality Management, End User and Occupant Satisfaction, Performance Management Indicators | Scored | 7% |
| Q: 12 | Change Management Process and Changes to Affected Property | Scored | 5% |
| Q: 13 | Mobilisation and Exit Strategy | Scored | 6% |
| Q: 14 | Relationship Management and Supplier Relationship Management | Scored | 7% |
| Q: 15 | Help Desk  | Scored | 6% |
| Q :16 | Statutory and Mandatory Inspection Testing and Compliance  | Pass / Fail |  |
| Q: 17 | Maintenance Services  | Scored | 7% |
| Q: 18 | Housing | Scored | 6% |
| Q: 19 | Waste Management Service | Scored | 6% |
| Q: 20 | Operation of Potable and Non-Potable Water Treatment, Waste Water Treatment, Swimming Pools and Sullage | Pass / Fail |  |
| Q: 21 | Operation of Electrical Power & Stand-by Generators  | Pass / Fail |  |
| Q: 22 | Management of Stores and Government Furnished Equipment | Scored | 5% |
| Q: 23 | Marine Services  | Pass / Fail |  |
| Q: 24 | Nuclear Support | Pass / Fail |  |
| Q: 25 | Operations | Pass / Fail |  |
| Q: 26 | Staff Transfer | Scored | 5% |

* 1. An individual weighted score is calculated for each question that achieves the LAS or higher by multiplying the question weighting by the appropriate score allocated to the Tenderer for that question. A total weighted score is then calculated by adding together the individual weighted scores for each Tenderer.
	2. Tenderers that do not achieve the LAS for each question, will be deemed non-compliant and the Tenderer will be disqualified from the competition
	3. A worked example of the above can be found in [Annex E](#annexe).
1. Non-Cost Evaluation: Behavioural and collaborative assessment
	1. The BCA results will be applied when assessing the MEAT for OPC Gibraltar. The BCA will use two assessment methods:
2. Structured behavioural and collaboration-based Interviews of 4 Key Senior Managers
3. Assessment of a written BCA submission related to collaborative working found in Annex G
	1. The BCA has been assigned a total of 10% of the Non-Cost score. Table 9 shows the weighting assigned to each assessment method.

**Table 9: Assessment Method Weightings**

|  |  |  |
| --- | --- | --- |
| **No** | **Assessment Activity** | **Weighting %** |
| 1 | BCA Interviews of Key Senior Managers | 4% |
| 2 | Written BCA submission | 6% |
| **Total**  | **10%** |

1. BCA Interviews for Key Senior Managers
	1. The four (4) Key Senior Managers will be interviewed over a 2-hour period as a group. It is the anticipated approach that interviews will be conducted face-to-face however due to COVID-19 and subject to HMG guidance it may change to interviews being done remotely via a webinar/conference call. For the avoidance of doubt, the default position will be a face-to-face interview - details to be advised.
	2. The BCA interviews of Key Senior Managers will take place after Initial Tender return and before Negotiation Phase.
	3. The interviews will both direct questions to each individual and to the group overall. The questions will be both behavioural based (related to the individual’s own behaviours) and approach-based (i.e. related to the organisation’s proposed collaborative working approaches. Each interview will take the same time for each tenderer organisation. Interview questions will be common across all tenderers and will relate to the two (2) specific criteria/sub-criteria defined in Table 9.
	4. **Tenderer Interview Participants and Reserves**
	5. The four (4) senior managers occupying the designated roles should be those currently occupying those roles or having those responsibilities in the Tenderer’s organisational structures. Interviews will be undertaken on a group basis using a combination of 1:1 questions to each individual and group-directed questions.
	6. The Key Senior Manager interviews will be of the following roles:
* Managing Director or CEO of the bidding business unit
* Operations Director or COO of the bidding business unit
* Procurement Director of Supply-Chain Director
* Senior executive responsible for collaborative working of the responsible business unit
	1. It is the Tenderer’s responsibility to ensure the four key roles are represented in the interview using either the primary nominated individual or their pre-identified reserve. Tenderers should use the Confirmation of Attendance Form at Annex C to nominate the individuals who will take part in the interviews. If a nominated Tenderer interviewee(s) is unable to attend the structured interviews, the Tenderer must notify the Employer as soon as possible, together with the name and role of the nominated reserve(s).
	2. Tenderers should send a CV for each nominated interviewee to the Employer as an attachment to the Confirmation of Attendance Form.
	3. The Employer will provide an interview panel to conduct the interview comprising of four (4) Employer representatives and one (1) professional behavioural assessor acting as an interview manager and moderation lead. The BCA interview assessment approach can be found at Annex F.
	4. BCA Written Submission
	5. As part of the BCA, the Tenderer will submit a written response to three (3) questions set out in Annex G as part of their Initial Bid Submission.
	6. Each question response will in Arial 11-point font with a maximum A4 page count of four (4), inclusive of any charts and diagrams.
	7. The BCA written submission assessment approach can be found at Annex F.
1. NON-COST: COMMERCIAL CONTRACT MARK-UP
	1. As discussed in paragraph 52.3, the Employer also intends to allow Tenderers to propose changes to pre-determined contractual Terms and Conditions (T&Cs) as part of the negotiation stage.
	2. Tenderers are invited to submit a Contract Mark-Up Form shown in [Annex D](#annexd) to the Employer as part of the Tenderers Initial Bid. As explained in paragraph 50.3, Tenderers must submit a completed Contract Mark-Up Form as part of their Initial and Final Bids to be considered Complete and Compliant.
	3. The Contract Mark-Up Form will detail the Tenderers response to pre-determined factors of the contractual documentation that the Employer is prepared to negotiate on. These factors include:
		* + 1. Total Contract Liability
				2. Nuclear Liability
				3. Key Performance Indicators
	4. The initial contract mark-up will be scored in accordance with the scoring guidance in Table 10 below and will account for 5% of the evaluation score. The Employer will use these Contract Mark-Up forms submitted by the Tenderer to form the basis of the discussions throughout the Negotiation Phase.

**Table 10: Contract Mark-Up Scoring Guidance**

| **Score** | **Term** | **Characteristics** | **Sub-Criteria** |
| --- | --- | --- | --- |
| 5 | **Excellent** | No proposal to mark-up contract **OR** Proposed contract following mark-up demonstrates a comprehensive understanding of the OPC Gib terms, requirements and project purpose **AND/OR** Seeks to transfer of only minimal level of risk to the Employer. **AND** Will very likely be commercially sustainable | The extent to which a Tenderer proposed amendments or issues with the draft legal documentation expose the Employer to greater risk.The assessment will consider:• The extent to which proposals depart from draft legal documentation in a way deemed disadvantaging or less appropriate to the Employer.The extent to which proposals materially transfer risk onto the Employer in a way deemed disadvantaging or less appropriate to the Employer;• The extent to which proposals depart from those negotiated with the Employer in meetings;• The extent to which the draft legal documentation is consistent with the solution proposed |
| 4 | **Good** | Proposed contract following mark-up demonstrates a thorough understanding of the OPC Gib terms, requirements and project purpose **AND/OR** Seeks to transfer an appropriate and limited level of risk to the Employer, justified by the solution being put forward by the Tenderer. **AND** Will very likely be commercially sustainable |
| 3 | **Satisfactory** | Proposed contract following mark-up demonstrates a reasonable understanding of the OPC Gib terms, requirements and project purpose. **AND/OR** Seeks to transfer a generally acceptable level of risk to the Employer, justified by the solution being put forward by the Tenderer. **AND** Will very likely be commercially sustainable |
| 2 | **Poor** | Proposed contract following mark-up is either ambiguous or demonstrates a limited understanding of the OPC Gib terms, requirements and project purpose. **AND/OR** Seeks to transfer a less acceptable level of risk to the Employer, poorly justified by the solution being put forward by the Tenderer.**AND/OR**May not be commerciallySustainable |
| 1 | **Unacceptable** | Proposed contract following mark-upfails to demonstrate a suitableunderstanding of the OPC Gib terms,requirements and project purpose**AND/OR**Seeks to transfer an inappropriaterisk to the Employer.**AND/OR**May not to be commerciallysustainable. |
| 0 | **Fail** | Proposed contract following mark-up fails to demonstrate any understanding of the OPC Gib terms, requirements and project purpose**AND/OR**Consistently seeks to transferinappropriate risk to the Employer.**AND/OR**Seeks to transfer any risk that theEmployer would not be prepared to contract with the Tenderer for.**AND/OR**Is almost certain to be commercially unsustainable | The Tenderer has been notified that the proposals or risk transfer is not acceptable to the Employer and refuses to withdraw the amendments. This will result in the entire tender submission being rejected as non-compliant. |

* 1. The Tenderers proposed Contract Mark Ups will be evaluated at both Initial Tender Evaluation and Final Tender Evaluation. When it comes to the Final Tender submission, it is expected that Tenderers will update the form to reflect any discussions or decisions made in negotiation meetings. This will be marked using the same scoring criteria the Initial forms were marked with shown in Table 10 above. Tenderers should still submit a Contract Mark Up form with their Final Tender Submission even if there is no change from their Initial Tender Submission.
1. EVALUATION PROCESS
	1. The Employer will conduct evaluations after Initial Tender submission and at Final Tender Submission. A detailed description of each step is provided below each table.
	2. The Employer may also seek additional information from the Tenderer if any part of their ITN response cannot be evaluated adequately because it contains apparent errors, or its meaning and intent is unclear.
2. INITIAL TENDER EVALUATION – STAGE 1

|  |
| --- |
| **INITIAL TENDER SUBMISSION – TENDER EVALUATION - STAGE 1** |
| **STEP** | **SUBMISSION** | **EVALUATION** | **SCORING**  |
| **Step 1**  | Affordability Criteria | Employer assesses whether Initial Bid is within the Affordability Criteria | Compliant: Pass/Fail |
| **Step 2** | Booklet 2 – Conditions of Contract | Non-Negotiable Conditions: Accepted or Rejected | Complete and Compliant: Pass/Fail  |
| **Step 3** | Contract Mark -Up Form received | Employer confirms receipt  | Form returned:Pass/Fail |

1. INITIAL TENDER EVALATION – STAGE 2

|  **INITIAL TENDER EVALUATION - STAGE 2** |
| --- |
| **STEP** | **SUBMISSION** | **ACTION**  | **EVALUATION** |
| **Step 1** | DEFFORM 47 | A compliance check that the Tenderer has completed the DEFFORM 47 and has provided a signed original on AWARD. | Complete and Compliant: Pass/Fail |
| **Step 2** | Mandatory Returns | A compliance check of all supporting information relating to Mandatory Declarations on the DEFFORM 47 have been provided and all additional Mandatory returns requested have been provided. | Complete and Compliant: Pass/Fail |
| **Step 3** | DEFFORMS: 528/539A/68 | A compliance check that these DEFFORMS have been provided. | Complete and Returned |
| **Step 4** | Government Buying Standard for Cleaning – Mandatory Returns Declarations and list | A compliance check that the Government Standard for Cleaning- Mandatory Returns requested have been provided. | Complete and Compliant: Pass/Fail |
| **Step 5** | Insurance – Response to [Annex L](#annexl) | Compliance check that the Tenderers response is acceptable for Insurance. | Complete and Returned |
| **Step 6** | CAAS Evaluation | A compliance check by Cost Assurance and Analysis Services (CAAS) that the financial status of the Tenderer remains unchanged, from PQQ submission. Tenderers are required submit any updated financial information since the PQQ submission for re-evaluation. | Confirmation from CAAS. |
| **Step 7** | Assessment of Booklet 5 – Price Information | An assessment of Booklet 5 – Price Information, is complete and supporting Information to Price provides sufficient detail and is acceptable.  | Complete and Compliant: Pass/Fail |
| **Step 8** | Booklet 3 – Service Information – Confirmation of Compliance Certificate | Compliance check that the Confirmation of Compliance Certificate at Annex R has been completed and submitted. | Complete and Compliant: Pass/Fail |
| **Step 9** | Evaluation of responses to Technical Questions  | Technical Questions evaluated as described in paragraphs 67 and 68 and technical score awarded for each question and have achieved the LAS for each question. | See [Annex J](#annexj) and paragraphs 67 and 68 |
| **Step 10** | Evaluation of responses to Written BCA Response | Written response to BCA Questions is evaluated in accordance with Annex F. | See Annex G for questions and Annex F for evaluation method and criteria. |

1. BEHAVIOURAL COLLABORATION ASSESSMENT (BCA) INTERVIEW – STAGE 3

| **TENDERERS UNDERGO BCA INTERVIEW** |
| --- |
| The Tenderers will now undergo the BCA Interview as described in Part 2 and 3 of this document.  |

1. NEGOTIATION PHASE – STAGE 4

| **COMPLIANT TENDERERS INVITED TO NEGOTIATION- STAGE 4** |
| --- |
| Negotiations will commence with the all compliant Tenderers following the submission and subsequent evaluation of the Initial Tenders in accordance with the process described in Part 2. |

1. FINAL TENDER EVALUATION – STAGE 5

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

| **FINAL TENDER EVALUATION – STAGE 5** |
| --- |
| **STEP** | **SUBMISSION** | **ACTION** | **EVALUATION** |
| **Step 1** | Submission Summary -detailing documents that have been replaced, amended or remain unchanged.  | Compliance check that a Submission Summary has been provided and is accurate. | Complete and Compliant: Pass/Fail |
| **Step 2** | DEFFORM 47 | A compliance check that the Tenderer has completed the DEFFORM 47 and has provided a signed original on AWARD. | Complete and Compliant: Pass/Fail  |
| **Step 3** | Mandatory Returns | A compliance check of all supporting information relating to Mandatory Declarations on the DEFFORM 47 have been provided and all additional Mandatory returns requested have been provided. | Complete and Compliant: Pass/Fail |
| **Step 4** | DEFFORMS:528/539A/68 | A compliance check that these DEFFORMS have been provided. | Complete and Returned |
| **Step 5** | Government Buying Standard for Cleaning – Mandatory Returns Declarations and list | A compliance check that the Government Standard for Cleaning- Mandatory Returns requested have been provided. | Complete and Compliant: Pass/Fail |
| **Step 6** | TUPE/ARD/Staff Transfer – Response to Question 26 | Compliance check that the Tenderers response is acceptable for all TUPE/ARD/Staff Transfers requirements. | Complete and Compliant: Pass/Fail |
| **Step 7** | Insurance – [Annex L](#annexl) | Compliance check that the Tenderers response is acceptable for Insurance question. | Complete and Compliant: Pass/Fail |
| **Step 8** | CAAS Evaluation | A compliance check by Cost Assurance and Analysis Services (CAAS) that the financial status of the Tenderers remains acceptable, posing no risk to delivery or the Employer. | Confirmation |
| **Step 9** | Booklet 5 – Price Information | An assessment of Booklet 5 – Price Information, is complete and the Tenderer’s Contract Price is affordable in accordance with the affordability criteria detailed at paragraph 63 Supporting Information to Price provides sufficient detail and is acceptable.  | Complete, Compliant and Affordable  |
| **Step 10** | Booklet 3 – Service Information – Confirmation of Compliance Certificate | Compliance check that the Confirmation of Compliance Certificate at Annex R has been completed and submitted. | Complete and Compliant: Pass/Fail |
| **Step 11** | Evaluation of responses to Technical Questions | Technical Questions evaluated as described in section 68 and technical score awarded for each question and have achieved the LAS for each question. | See Annex J  |
| **Step 12**  | **Most Economically Advantageous Tender (MEAT) Calculation** |
|  | Calculation of most economically advantageous tender on all Technically Compliant Tenderers as described in paragraphs 67-68. |

**SPECIAL NOTICES AND INSTRUCTIONS TO TENDERERS**

**PART 4**

**TENDER SUBMISSION INSTRUCTIONS**

1. TENDER SUBMISSION INSTRUCTIONS
	1. In order to facilitate effective and efficient evaluation by the Employer, Tenderers must submit their Tenders electronically via AWARD
	2. Tenderers must ensure that they include all relevant information in their Tenders. The Employer can only evaluate information provided.
	3. Electronic Tenders should be submitted in accordance with the instructions on AWARD.
2. INITIAL TENDER SUBMISSION

**Table 11: Initial Tender Submission**

|  |  |
| --- | --- |
| **Tenderers Reference Point** | **Submission** |
| Booklet 1:SNITS Special Instructions and Notices to Tenderers | * Signed Original DEFFORM 47
	+ Mandatory and supporting documents
* Government Buying Standard for Cleaning – Mandatory Returns Declarations and list of products
* Insurance (excess or deductible, check definition) – response to question, [Annex L](#annexl)
* Response to Technical Questions, [Annex J](#annexj)
* Completed Contract Mark-Up Form, [Annex D](#annexd)
 |
| Booklet 2:Conditions of Contract | * Acceptance or Rejection of all Conditions of Contract (apart from those outlined in Contract Mark-Up Form) and Conditions of Contract Certificate
 |
| Booklets 3 and 4:Service Information | * Confirmation of Compliance (as per Paragraph 64)
 |
| Booklet 5:Price Information | * Completed Pricing Schedule Workbook
* Pricing Rationale/Supporting Financial Information
 |

* 1. All technical questions in [Annex J](#annexj) to Booklet 1 should be answered without reference to general marketing or promotional material. Tenderers are required to use the document naming convention described in [Annex M](#annexm) for their AWARD submission.
	2. Tenderers must note that failure to supply the required information, or the required format, may result in the Tender being rejected. Specifically, Tenderers are required to:
		+ 1. confirm Tender validity as per paragraph 25 of this ITN, in response to Annex O.
			2. notify any Conflicts of Interest in as per [paragraph 19](#nineteen) of this ITN
			3. notify any changes in circumstance relating to Occasions of Tax Non-Compliance as per [Annex O](#annexo) of this ITN.
			4. complete the mandatory returns declarations and list required for the Government Buying Standards for Cleaning as referenced in the Booklet 3 – Service Information. Tenderers are to provide the information detailed in [Annex P](#annexp) of this ITN;
1. STAFF TRANSFERS
	1. APPLICABILITY OF TUPE
	2. Tenderers are drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time and /or the Acquired Rights Directive (ARD) 77/187/EC, as enacted into Gibraltar legislation and amended from time to time, hereinafter referred to as TUPE. The Employer would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is your responsibility to consider whether or not the TUPE applies to this re-let and tender accordingly. Notwithstanding this, you will wish to note that it is the Employer's view that TUPE is likely to be applicable if this tender exercise results in a Contract being placed, although the Employer shall not be liable for the opinion expressed above. In these circumstances the Employer will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.
	3. TUPE INFORMATION PROVIDED FOR TENDERING PURPOSES
	4. TUPE/ARD information in respect of the current employees is provided in the Virtual Data Room (VDR), reference Booklet 4A-Folder 8: Parts 1-3. This information may be updated prior to contract award in which event the short-listed tenderers will be given an opportunity to revise or confirm tendered prices.
	5. The information detailed in the VDR has been obtained from the contractors currently undertaking this task. The accuracy and completeness of this information cannot be warranted by the Employer. It remains the responsibility of the Tenderer to ensure their tender submission takes full account of all the relevant circumstances of this contract re-let and tender accordingly. The Tenderer is required to confirm when responding that they will not make any claim or demand or take any actions or proceedings against the Employer (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Employer) arising from or relating to the provision of the information, whether or not the Tenderer is awarded a contract as a result of this tender exercise. Failure to provide clear and unequivocal confirmation may result in the tender being deemed non-compliant.
	6. STAFF TRANSFER PROPOSALS
	7. Tenderers are required to submit a Staff Transfer Proposal as part of their tender submission, which will be evaluated against Question 26 relating to Staff transfers as detailed at Annex J. Staff Transfer Proposal must address the following areas:
	8. HR Transition Deliverables
	9. The Employer will assess whether the Tenderer has a cohesive plan to address the key HR transition deliverables specifically relating to the transferring activities and workforce:
	10. The Tenderer must describe:

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

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

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

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

* 1. Tenderers should describe how they will meet any additional people resource requirements for the Service Delivery Workforce during the transition phase including any recruitment plans. Provide details of where the tenderer considers significant recruitment will be necessary; include locations, functions and how the recruitment will be undertaken.
	2. Tenderers should outline how they plan to induct Transferring Employees and any new employees into its organisation and to induct all staff including existing employees into the service delivery model during the HR transition period. The response should describe the Tenderer’s proposals for engaging and communicating with new, transferring and existing staff on the impact on them individually and collectively in establishing the service delivery model and their role in the delivery of the service.
	3. Redundancy Management
	4. Whether arising directly as a result of the transfer, or unrelated to the transfer itself, Tenderers are required to follow fair and reasonable procedures in managing staff surplus and redundancy situations. The Employer will assess whether the Tenderer has appropriate procedures that would be followed for the management of surplus staff and redundancies for employees of current providers of the services.
	5. Tenderers must identify any planned redundancy dismissals of employees on Economical, Technical or Organisational grounds to be implemented immediately or within the first 12 months post the Relevant Transfer Date including identifying:

a. The timing/phasing of any anticipated redundancies;

b. The reason for the redundancies;

c. The number of redundancies;

d. The location of the staff affected;

e. The roles of the staff affected;

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

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

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

a. The timing/phasing of any anticipated redundancies;

b. The reason for the redundancies;

c. The number of redundancies;

d. The location of the staff affected;

e. The roles of the staff affected;

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

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

* 1. Tenderers must explain how they will meet legal and policy obligations when managing and administering the redundancies detailed above, ensuring it is a fair and reasonable process.
	2. HR Sustainability
	3. The Employer will assess that the Tenderer will maintain sufficient skilled staff.
	4. The Tenderer must provide details of the strategies and plans, which must be relevant to the service deliverable requirement. The Tenderer has to ensure that the service delivery solution they have proposed can be maintained during the term of the Contract. Details should include, but not limited to, the recruitment, retention, and re-skilling of the workforce during the term of the Contract.
	5. Pensions
	6. Tenderers must provide details as to how they will comply with staff transfer regulations relating to the provision of pension schemes. This should include details of pension schemes that will be available to transferees, including alternative schemes to be offered where it is your view that the existing scheme will not transfer, demonstrating it is broadly comparable where this is required.
1. BOOKLET 3 – SERVICE INFORMATION
	1. Tenderers will be required to provide a Booklet 3 - Confirmation of Compliance Certificate as part of their submission to Booklet 6 – Tenderer’s Response
	2. Tenderers are asked that when reviewing the Service Information any items or activities they believe the Employer has omitted in error are brought to the attention of the Employer as soon as reasonably practical. Any items identified will be investigated by the Employer and the Employer will determine whether an update to the Service information is required.
2. BOOKLET 5 – PRICing INFORMATION
	1. Tenders must submit their prices in £ Sterling exclusive of VAT.
	2. Tenderers are required to provide fixed Contract Price for the services to cover the seven (7) Year Contract including the Option Years by completing the Pricing Schedule Workbook provided within Booklet 5. Instructions for completing the Pricing Schedule Workbook are provided within Booklet 5. The workbook will form the basis of the financial evaluation and will be contractually binding on the part of the successful Tenderer and will form part of Booklet 5.
	3. In addition to completing the Pricing Schedule Workbook within Booklet 5, Tenderers are required to submit Pricing Rationale and Supporting Financial Information on how the Contract Price has been built up in Microsoft Office Excel format. This information will be used during the life of the Contract to agree prices for changes to the Contract, therefore, as a minimum the financial information needs to demonstrate individual staffing costs. The supporting information may also include formulae underpinning the fixed, semi-fixed and variable costs. This information will be contractually binding on the part of the successful Tenderer and will form part of Booklet 5.
	4. The Tenderer is required to provide within its Initial Tender at Booklet 5 a fully priced and costed submission for the IRL at £1500.00. It is the Employer’s intention that the IRL will be reviewed within the first year of the contract and be reviewed thereafter on an annual basis as part of the contractor’s annual report.
	5. Tenderers are to describe their understanding and application of the Inclusive Repair Limit (IRL).
	6. Tenderers are to provide a Method Statement detailing the processes/procedures proposed for carrying out and recording works up to the relevant IRL and those Additional Works above the IRL using MOD Form 1097/1 or Works Order. As a minimum, this should include details of management, Non-Cost control and inspection and testing, evaluation and price, please note that this list is not exhaustive.
	7. As well as the priced options at paragraph 82.4 (Inclusive Repair Limit), the Tenderer will provide Prices with its Initial Tender for the following services:
3. TUPE/ARD/ Staff Transfers– The Tenderer is to provide 2 (two) prices. The first is including any contingent sum in respect of terminal redundancy of the Employer Employees and Ex-Employer Employees; the second excluding any contingent sum in respect of terminal redundancy of the Employer Employees and Ex-Employer Employees on the basis that an indemnity is included in the Contract in the form set out in Booklet 2, Annex H clause 2.5.
4. Module V to be considered.
5. BOOKLET 6 – TENDERER’S RESPONSE
	1. Tenderers are to provide responses and supporting information as detailed in the individual questions provided at Annex J using the naming convention detailed in Annex M. This information will form part of the Tenderers response. In addition, Table 12 outlines supplementary documentation required in the Tenderer’s response. These can be uploaded via AWARD under “Miscellaneous Documents”, also using the naming convention at Annex M.
	2. The following table details these deliverables and the link to the Modules in Booklet 3 – Service Information which provides the details of the various plans which will form Booklet 6, with exception of Exit Management Plan which will be incorporated into Annex O to Booklet 2 – Conditions of Contract:

**Table 12: Miscellaneous Documents**

|  |  |  |
| --- | --- | --- |
| **Deliverable** | **Related Question Number**  | **Booklet 3 – Module Ref** |
| Contract Management Plan | Q6, 7, 13, 14, 15, 16, 19, 20, 21, 22, 23Responses will be incorporated into Plan in accordance with Module A | Booklet 3: Mod A Sections 25 and 26 Leaflet AL-02On Contract Award this be incorporated into Booklet 6 |
| Waste Management Plan | Q19,20,23Responses will be incorporated into Plan in accordance with Module A | Booklet 3: Mod A 5.14 Mod H Leaflet HL-10On Contract Award this be incorporated into Booklet 6 |
| Relationship Management Plan | Q14 | Booklet 3: Module A Sections 16 and 17 On Contract Award this be incorporated into Booklet 6 |
| Mobilisation Plan | Q13 | Booklet 2 – Annex NOn Contract Award this will be incorporated into Booklet 6 |
| Exit Management Plan | Q13 | Booklet 2 – Annex OOn Contract Award this will be incorporated into Booklet 6 |
| HR Plan – this should include:HR TransitionRedundancyPensionsSustainability | Q26 | Booklet 4A: Folder 8: Parts 1-3On Contract Award will be incorporated into Booklet 6 |
| Confirmation of Compliance  | Annex R | N/A |

1. PARENT COMPANY GUARANTEE (PCG)
	1. Before accepting a Tender, the Employer requires a PCG of due performance is furnished substantially in the terms set out at Booklet 2 Clause 19 and Booklet 2 Annex G is signed by a guarantor acceptable to the Employer. If a Tenderer’s parent company is not a company registered in England and Wales, the Tenderer shall provide to the Employer an opinion by an independent and qualified legal advisor within the jurisdiction in which the parent company is registered, confirming that:
		1. the parent company has the necessary corporate capacity to enter into the PCG;
		2. that the signatory is authorised to sign the PCG and to bind the parent company thereto without the requirement for additional signatories or witness; and
		3. the execution clause set out in the PCG is appropriate to ensure that the execution of the PCG is legally binding on the parent company.
2. FINAL TENDER SUBMISSION
	1. Following the negotiation phase, the Employer will issue Final Tender Submission Instructions. The Tender will be structured as follows:

|  |  |
| --- | --- |
| **Tenderers Reference Point** | **Submission** |
| Initial Tender Response  | **Submission Summary:** Summary document detailing documents that have been replaced, amended or unchanged.  |
| Booklet 1:SNITS Special Instructions and Notices to Tenderers | * Signed Original DEFFORM 47
* Mandatory and supporting documents
* Commercially Sensitive Information - Booklet 2, Annex B
* Government Buying Standard for Cleaning – Mandatory Returns Declarations and list of products
* Insurance– complete Annex L
* Response to Technical Questions, [Annex J](#annexj)
* Completed Contract Mark-Up Form, [Annex D](#annexd)
 |
| Booklet 2:Conditions of Contract | * Acceptance or Rejection of all Conditions of Contract (apart from those outlined in Contract Mark-Up Form) and Conditions of Contract Certificate
 |
| Booklets 3 and 4:Service Information | * Confirmation of Compliance (as per Paragraph 75)
 |
| Booklet 5:Price Information | * Completed Pricing Schedule Workbook
* Pricing Rationale/Supporting Financial Information
 |

* 1. Tenderers are required to provide a Tender submission summary detailing changes to their responses from Initial Tender submission. Tenderers should indicate which documents have been replaced, amended or remain unchanged. Where a document is amended, all amendments must be highlighted in yellow.
	2. The Employer will only re-evaluate those documents/parts of the Final Tender which have been amended since submission of the Initial Tender. The Employer will not re-evaluate any documents or parts of the Tender which have not been changed.
1. ASSUMPTIONS
	1. For any remaining assumptions after Initial Tender Submission, in order to minimise the clarification process, Tenderers are encouraged to seek clarification in respect of any areas of doubt before submission of the Tender. Any general assumptions made in the Tender proposals are to be listed in both the commercial and technical proposals with an explanation of the reason for each assumption, plus explicit details of the assumed consequences in the event the assumption should prove incorrect.
	2. All assumptions must be included in the Tender proposals – representations for consideration of additional assumptions will NOT be accepted by the Employer after Tender submission.
2. EXCLUSIONS
	1. Any and all exclusions must be clearly stated and explained.
3. BOOKLET 6 – Tenderer’s response
	1. Tenderers responses to Technical Questions set out in Annex J and Booklet 3 – Service Information, which if accepted, will form binding contractual obligations and form the contents Booklet 6 – Tenderer’s Response. Tenderers must note these deliverables will be at different stages of maturity at Contract Award and will be finalised in accordance with Module A of Booklet 3 – Service Information.
4. TENDER submission
	1. The electronic submission of Tenders for evaluation must be submitted in accordance with the instructions within AWARD.
	2. The Tender must be submitted no later than the dates indicated in Table 3. At this date and time, the facility for the Tenderer to submit an electronic Tender through AWARD shall be withdrawn and the Tenderers documentation will be held without access by any party pending notification by the Employer to Commerce Decisions Limited that the physical Tender Board has formally concluded.
	3. The Employer cannot undertake to give consideration to any tender submitted in a different manner (e.g. by telephone, facsimile, email) or any tender not received on time.
	4. Any request for extension of the period for tendering must be received at least fourteen (14) working days before due date for return via AWARD, but no undertaking can be given that an extension will be granted.
	5. Tenderers correspondence connected with their Tender which requires attention before the due date should follow the Clarification Process in paragraph 43.
	6. No useful purpose is served by enquiring about the result of a competition. Tenderers will be notified of the Employer’s decision as early as possible.
	7. If the Tenderer fails to submit the required information or to make a satisfactory response to any question within the specified timescale, the Employer reserves the right to exclude the Tenderer from participating in the next stages of the procurement process.

**SPECIAL NOTICES AND INSTRUCTIONS TO TENDERERS**

**ANNEXES A-S**

1. ANNEX A COMPETITIVE NEGOTIATED PROCESS

ITN Issued

Bidders Conference (Hot Start )

Clarification Skype Meetings

AWARD closes for Tenderer Clarification

Initial Tender Submission

Soft Copy

Evaluation & Clarification

AWARD closes for Initial Tender Electronic Submission

Negotiation Phase

& Employer Consolidation of Negotiation

AWARD opens for 1st Tender Submission & Tenderer Clarification

AWARD opens for Negotiation Phase

Final Tender Issued

AWARD closes for Final Tender Electronic Submission

Final Tender Submission

Soft Copy

Evaluation & Clarification

End

AWARD closes for Employer Response to Clarifications

Internal Approvals

Standstill & Debriefs

Contract Award

In Service Date

End

**AWARD Submission & Evaluation Process**

AWARD opens for Employer Response to Clarifications

**Procurement Process**

1. ANNEX B BIDDERS CONFERENCE (HOT START) DETAILS

The details for the Bidders Conference (Hot Start) event for OPC Gibraltar are set out below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Date:**  | **04 May 2020** | **05 May 2020** | **06 May 2020** |
| **Time:**  | **13:45-17:00** | **09:00-12:00** | **10:00-11:30** |
| **Location:**  | OPC – BT Event Call Webinar | OPC – BT Event Call Webinar | OPC – BT Event Call Webinar |

**SITE ACCESS/SECURITY**

Tenderers must provide details of attendees and return to the Employer by Wednesday 29 April at 1000hrs. The Employer must be in receipt of the completed “Confirmation of Attendees” – Form at Annex C.

Tenderers are to note participation will not be granted if the information requested is not provided within the timescale stated.

All attendees are required to hold BPSS.

**AGENDA**

The Hot Start will provide Tenderers with:

1. Details of the ITN process.
2. Details of Booklet 2 – Conditions of Contract
3. Details of Booklet 3 - Service Information.
4. Details of Booklet 4:
	1. An understanding and overview of Gibraltar.
	2. An understanding of the Virtual Data Room
5. Details of Booklet 5 – Price Information.
6. Details of Tenderer’s Response
7. Details of using AWARD

**OTHER INFORMATION**

Dial in details for the above scheduled Webinars will be issued by the Employer to the individuals on receipt of details obtained at Annex C.

1. ANNEX C CONFIRMATION OF ATTENDEES FORM

**OVERSEAS PRIME CONTRACT – GIBRALTAR: 700547373**

**CONFIRMATION OF ATTENDEES FORM**

|  |  |  |
| --- | --- | --- |
| **Meeting Type** | **** | **Maximum number of attendees allowed** |
| Bidders Conference (Hot Start) |  | **4 (four)** |
| BCA Interviews |  | **4 (four)** |
| Negotiation Session  |  | **6 (six)** |
| **If required, representation for additional attendees can be made via email to Employer Point of Contact at Paragraph 11.4 in Booklet 1.** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Date of Arrival:**  |  | **Date of Departure:**  |  |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Title** | **Forename** | **Surname** | **Company Name** | **Nationality** | **Vehicle Registration****(if applicable)** | **Vehicle****Make & Model** | **Existing MOD Clearance Y/N** | **Date of Birth** | **Mobile Number** | **Email Address** |
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1. ANNEX D CONTRACT MARK-UP FORM

**OVERSEAS PRIME CONTRACT – GIBRALTAR: 700547373**

**CONTRACT MARK-UP FORM**

**INSTRUCTIONS**

1. Please complete the table below and return to the Employer prior to your scheduled Negotiation Meeting.
2. Responses to the Contract will be limited to:
	1. Overall Contract Liability Cap
	2. Indemnity (Nuclear)
	3. Selected Key Performance Indicators (KPIs) as detailed below.

If a KPI has a combination of Statutory and Mandatory requirements, the Statutory element is not part of the negotiation

* 1. Timeframe to Achieve Mandatory KPI targets
1. **Please note that any responses outside these issues will be disregarded.**

|  |  |  |
| --- | --- | --- |
| **Reference** | **Amendment** | **Justification**  |
| Overall Contract Liability Cap | The Authority will not be accepting any further proposed changes to the clauses contained in the terms and conditions. Please sign Annex Q (as confirmation of acceptance). | The Authority will not be accepting any further proposed changes to the clauses contained in the terms and conditions. Please sign Annex Q (as confirmation of acceptance). |
| Nuclear Indemnity | The MOD will provide limited Nuclear indemnity. The detail of this will be shared shortly. | The MOD will provide limited Nuclear indemnity. The detail of this will be shared shortly. |
| Selected Key Performance Indicators (KPIs) |
| * 1. - Key personnel posts are filled with SQEP in compliance with tender submission
 |  |  |
| 2.1 - Helpdesk - Responsiveness & Staffing |  |  |
| 2.2 - Helpdesk - Telephone and Electronic Media Response Times |  |  |
| 3.1 - Delivery of the Statutory and Mandatory Testing and Inspection (Establishment Specific Task Schedule (ESTS) the Housing Specific Task Schedule (HSTS) and the Rural Estate Task Schedule (RETS) |  |  |
| 3.2 - For failures identified during Statutory and or Mandatory - Response categories & Repair Times.   |  |  |
| 3.3 - For failures identified during Statutory and or Mandatory - Reporting.   |  |  |
| 4.1 - Reactive Maintenance (Not Applicable to Housing - Service Family Accommodation - SFA)  |  |  |
| 4.2 - No return to asset within 6 months |  |  |
| 4.5 - No return to asset within 6 months |  |  |
| 4.6 - Preventative Maintenance |  |  |

**Please note that any responses outside these issues will be disregarded.**

1. ANNEX E NON-COST EVALUATION: TECHNICAL WORKED EXAMPLE

A Tenderer’s weighted technical score will be determined by multiplying the question weighting by the score allocated to the Tenderer on each question as illustrated in the table below.

* 1. It is the “Overall Weighted Technical Score” below that is used in the WVFM calculation.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question No.** | **Question** | **Weighting** | **Bidder** **Score** | **Bidder****Weighted Score** |
| 1 | Supply Chain Strategies | 5% | 2 | 10 |
| 2 | Cost Management | 4% | 10 | 40 |
| 3 | Logistics Management | 4% | 10 | 40 |
| 4 | BIM | 4% | 7 | 28 |
| 5 | Innovation | 5% | 6 | 30 |
| 6 | Organisation | 7% | 7 | 49 |
| 8 | Sustainability Development and Environmental Management | 5% | 10 | 50 |
| 10 | Information Management and System Data Management | 6% | 7 | 42 |
| 11 | Quality Management, End User and Occupant Satisfaction, Performance Management Indicators | 7% | 7 | 49 |
| 12 | Change Management Process and Changes to Affected property | 5% | 4 | 20 |
| 13 | Mobilisation and Exit Strategy | 6% | 4 | 24 |
| 14 | Relationship Management and Supplier Relationship Management | 7% | 7 | 49 |
| 15 | Help Desk | 6% | 7 | 42 |
| 17 | Maintenance Services | 7% | 7 | 49 |
| 18 | Housing | 6% | 4 | 24 |
| 19 | Waste Management Service | 6% | 10 | 60 |
| 22 | Management of Stores and Government Furnished Equipment | 5% | 7 | 35 |
| 26 | Staff Transfer | 5% | 7 | 35 |
|  |  | **Bidder Overall Weighted Technical Score:** | **676** |

1. ANNEX F COLLABORATION SCORING CRITERIA

**Collaboration Scoring Guidance**

1.0 The BCA has been assigned a total of 10% of the Non-Cost score. Table 1 shows the weighting assigned to each assessment method.

|  |  |  |
| --- | --- | --- |
| **No** | **Assessment Activity** | **Weighting %** |
| 1 | BCA Interviews of Key Senior Managers | 4% |
| 2 | Written BCA submission | 6% |
| **Total**  |  | **10%** |

**Table: 1 Assessment Method Weightings**

**Interview Assessment Approach**

* 1. Each Interviewee will be tested on their personal collaborative behaviours and proposed organisational approaches for effective collaborative working (Table 2). They will be assessed by the interview panel team using the assessment and scoring approach noted in paragraphs 1.2 to 1.4.

| **Criterion** | **Personal Behaviours and Organisational Approaches** |
| --- | --- |
| **Criterion 1. Effective Team Working** |
| **Descriptor** | Engaging with clients and own colleagues by using effective interpersonal behaviours to build an environment of collaboration and positive and productive relationships, that utilises all the team in the development and delivery of shared objectives |
| Sub Criterion 1 | Collaboratively engages to develop and deliver shared objectives |
| Sub Criterion 2 | Engages to build positive and productive relationships through effective interpersonal behaviours |
| Sub Criterion 3 | Creates an environment for collaboration with client team and their own team |
| Sub Criterion 4 | Makes best and productive use of all team talents and resources across the joint team |
| **Criterion 2. Performance (Delivery)** |
| **Descriptor** | Delivering outcomes by managing and monitoring time and resources to ensure that actions are addressed, and plans are robustly pursed when faced with obstacles and only adjusted when appropriate |
| Sub Criterion 1 | Manages time and resources to deliver outcomes |
| Sub Criterion 2 | Displays commitment to achieving task success in the face of obstacles |
| Sub Criterion 3 | Monitors delivery to plans and agreed performance indicators, makes appropriate adjustments when required |
| Sub Criterion 4 | Takes accountability for addressing the task and achieving results |
| **Weightings** |  |
| Interview | **4%** |
| Criterion | Equally weighted |
| Sub Criterion | Equally weighted |

Table 2 Interview Criteria

**Interview Assessment and Scoring Approach**

* 1. The individual interviewees will be scored by the panel of interview assessors using the scoring methodology set out in Table 3 below.

| **Score** | **Confidence Level** | **Response Assessment** |
| --- | --- | --- |
| **Depth** | **Impact** | **Level** | **Range** |
| **0** | **Major concerns** | Response provided no evidence of ‘depth’ | Response provided no evidence of ‘impact’ | Answers provided no degree of alignment with the ‘level’ for the Programme\*. | Response provided no relevant examples  |
| **1** | **Concerns** | Response rarely provided evidence of ‘depth’ | Response rarely provided evidence of ‘impact’ | Answers rarely provided a degree of alignment with the ‘level’ of responsibility comparable to that being sought. | Response provided 1 relevant example  |
| **2** | **Minor concerns** | Response occasionally provided evidence of ‘depth’ | Response occasionally provided evidence of ‘impact’  | Answers occasionally provided the degree of alignment with the ‘level’ of responsibility comparable to that being sought | Response provided 2 relevant examples  |
| **3** | **Moderate confidence** | Response sometimes provided evidence of ‘depth’ | Response sometimes provided evidence of ‘impact’  | Answers sometimes provided the degree of alignment with the ‘level’ of responsibility comparable to that being sought | Response provided 3 relevant examples  |
| **4** | **Good confidence** | Response frequently provided evidence of ‘depth’ | Response frequently provided evidence of ‘impact’ | Answers frequently provided the degree of alignment with the ‘level’ of responsibility comparable to that being sought | Response provided 4 relevant examples |
| **5** | **Very good confidence** | Response usually provided evidence of ‘depth’  | Response usually provided evidence of ‘impact’  | Answers usually provided the degree of alignment with the ‘level’ of responsibility comparable to that being sought  | Response provided 5 relevant examples |
| **6** | **Excellent confidence** | Response always provided evidence of ‘depth’ | Response always convincingly provided evidence of ‘impact’ | Answers always provided the degree of alignment with the ‘level’ of responsibility comparable to that being sought | Response provided 6 or more relevant examples |

 \* ’programme’ means the OPC Gibraltar contract

Table 3: Scoring methodology for Interviews

**Definition of Scoring Terms**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Depth, Impact & Level** | No | Rarely | Occasionally | Sometimes | Frequently | Usually | Always |
| **Frequency Scale** | 0% of responses | In less than 10% of responses | In 10-25% of responses | In 26-50% of responses | In 51-75% of responses | In 76-90% of responses | In 91-100% of responses |

* 1. In scoring the concern / confidence levels, the assessors will score the interview responses on the 0-6 scale, as per Table 3, using the Table 4 DRIL descriptors.

| **DRIL Descriptor** | **Personal Behaviours and Organisational Approaches** |
| --- | --- |
| **Depth** | Level of specificity and coverage of the examples provided that demonstrate the interviewee’s personal behaviours and approaches across the required criteria and sub-criteria |
| **Impact** | The degree to which the behaviours and approaches described successfully and positively impacted the situation provided in the example. |
| **Level** | The extent to which behaviours and approaches described are of a level or degree of responsibility comparable to that being sought as regards the specific key person being interviewed. |
| **Range** | The number of relevant project / examples from which behavioural and approach evidence was provided |
|  |  |

Table 4: DRIL Descriptors

* 1. ‘Depth’, ‘Impact’ and ‘Level’ will be scored at criterion level. The ‘Range’ score will take into account all examples given for the whole of the interview assessment. The maximum score for each interview is 42 (Maximum = (2x (3x6)) +6). Each assessor will record the evidence separately during the interview. Following the interview, the assessors will individually score each interviewee. Interview Assessors will meet for a moderation session and will agree the evidence provided within the Interviews and agree a moderated score for each Tenderer Interview Participant. The overall Tenderer Interview Score will be the mean average of the Moderated Interview Scores for each of the Interview Participants. See Table 5 for an illustrative example based on one assessor only.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|   | **Interview 1** | **Interview 2** | **Interview 3** | **Interview 4** |
| **Criterion** | **Effective Team Working** | **Performance** | **Effective Team Working** | **Performance** | **Effective Team Working** | **Performance** | **Effective Team Working** | **Performance** |
| Depth Score (A) | 3 | 3 | 5 | 5 | 3 | 4 | 4 | 4 |
| Impact Score (B) | 2 | 3 | 4 | 4 | 3 | 4 | 3 | 4 |
| Level Score (C) | 4 | 3 | 4 | 4 | 4 | 3 | 2 | 4 |
| Criterion Score D=A+B+C | 9 (D1) | 9 (D2) | 13 | 12 | 10 | 11 | 9 | 12 |
| **Criteria Score****E=D1+D2** | **18** | **25** | **21** | **21** |
| **Range Score (F)** | **4** | **4** | **3** | **4** |
| **Interview** |  |  |  |  |
| **Interview Score****G=E+F** | **22** | **29** | **24** | **25** |
| **Bidder Interview Score****H=(G1+G2+G3+G4)/4** | **25.00** |
| **Bidder Interview % Score****I=(H/42)\* 100** | **59.52** |

Table 5: Interview Score Example (for one Assessor for illustration)

**2. Written Submission Assessment Approach**

2.1 As set out in Table 6, each Tenderers Written Submission will be tested on two (2) criteria areas.

| **Assessment Criterion** | **Criterion Definition** | **Weighting %** |
| --- | --- | --- |
| 1 | Effective Team Working | Approaches for engaging with clients and other stakeholders build and continually improve an environment of effective collaboration for the delivery of shared objectives | Criterion and Indicators are evenly weighted |
| 2 | Stakeholder Engagement and Management | Understanding & anticipating the issues & challenges faced by stakeholders & developing approaches to engage & work with the relevant stakeholders to manage differences in priorities or opinions  | Criterion and Indicators are evenly weighted |

Table 6 Written Submission Criteria

**Written Submission Assessment & Scoring**

2.2 Assessors will assess the extent to which the 3 BCA questions responses within the Written Submission satisfy the criteria in Table 6 and address the indicators supplied with each question provided in Annex G Table 7. Each of the three (3) questions within the Written Submission will be equally weighted.

**Table 7: Scoring methodology for Written Submissions**

| **Score** | **Response Level** | **Rationale**\*Criteria relates to the criteria identified in Table 6 |
| --- | --- | --- |
| 10 | Excellent Response | The response, having regard to the Criteria\*, gives the Employer very high confidence that Deliverables will be met in all respects and substantial additional benefit and value will be created and demonstrated through contract delivery. |
| 8 | High Confidence Response | The response, having regard to the Criteria\*, gives the Employer high confidence that Deliverables will be met in all respects and some additional benefits and value will be created and demonstrated through contract delivery. |
| 6 | Acceptable Response | The response, having regard to the Criteria\*, gives the Employer satisfactory confidence that Deliverables will be delivered and is otherwise an adequate and acceptable response. |
| 2 | Poor Response | The response, having regard to the Criteria\*, gives the Employer low confidence that all the material Deliverables will be met, and it’s considered to demonstrate additional risk that a fully compliant performance will not be delivered. |
| 0 | Unacceptable Response | The response, having regard to the Criteria\*, presents significant risks that one or more material Deliverables will not be met, leading to increased cost to the Employer or risk to service delivery. |

* + 1. There is a total maximum mark of 10 available for each Criterion Score in Table 6. The two Criterion Scores are summed to derive a Maximum Question Response Score of 20: (Maximum = 10 +10 = 20). The maximum score for the Question Response is 20 thus the assessors’ Moderated Question Response Score is therefore between 0 and 20. The Tenderer Question Response Score will be divided by the Maximum Question Response Score available (20) in order to calculate a Tenderer Question Response Percentage Score. Table 8 provides an illustration based on 1 (one) Question Response. Note, as the 3 questions are equally weighted, the question response scores will be combined to provide an overall BCA Written Submission score.

|  |  |  |
| --- | --- | --- |
|  | **Effective Team Working** | **Stakeholder Engagement & Management** |
| **Criterion** | **Assessor 1** | **Assessor 2** | **Assessor 1** | **Assessor 2** |
| Response Level | 6 | 8 | 8 | 8 |
| **Moderated Score** | **6 (A)** | **8 (B)** |
| **Question Response Score****C=A+B** | **14** |
| **Question Response Score %****D=(C/20) \*100** | **70%** |

Table 8: Written Submission Percentage Score Example

(for one Question Response for illustration)

**3 BCA SCORE INTEGRATION**

**Overview**

* + 1. Following the conclusion of the evaluation of the Interviews and the Written Submission, the scores will be integrated into an overall score for the BCA. The overall integrated score will be out of the 100% assigned to the Behavioural and Collaboration Assessment see Table 1.

**Assessment Methods’ Scores integration**

* 1. The Assessment Methods’ percentage scores are derived using the calculations described in Sections 2 to 3.
	2. Table 9 indicates how the assessments’ Percentage Scores are linked to the Assessments’ Weightings in Table 1 to derive the Weighted Score. It indicates how the Assessment Methods Weighted Scores are summed to derive an Overall Weighted Score (%) out of the 10%. Note the Percentage Scores (Score %) are examples for illustrative purpose only.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Assessment Element** | **Assessment Aspect** | **Percentage Score (Illustration)** | **Weighting** | **Weighted Score** | **Overall Weighted Score (10%)** |
| **Interviews Assessment(4%)** | Personal Behaviours & Organisational Approach  | 59.52 | 4.00 | 2.381 | 6.581 |
| **Written Assessment(6%)** | Written Submission  | 70.00 | 6.00 | 4.200 |

Table 9: Assessment Method Score integration

1. ANNEX G COLLABORATION questions

**WRITTEN SUBMISSION QUESTIONS**

**Question 1: Leadership Behaviours**

The Tenderer is to describe the leadership behavioural expectations for the Agency and the Tenderer’s own Senior Executive Responsible (SER). The Tenderer team shall describe an outline plan on how these behavioural expectations will be developed, communicated and cascaded to operational level leaders to support a collaborative working culture within both teams.

The Written Submission response should consider and address the following aspects and associated indicators:

|  |  |
| --- | --- |
| **Aspect** | **Indicators for Submission’s Content** |
| Behavioural Expectations | * Leaders setting a vision for collaborative working
* Leaders role modelling collaborative working
* Leaders enabling change
* Leaders encouraging and recognising change
 |
| Cascade approach | * Communication to relevant stakeholders
* Developing a framework for leaders’ behavioural development
* Developing a performance review for leaders’ behavioural change
 |
| Evidence of deployment | * Evidence of where the proposed or similar approach / techniques described within the answer have been used effectively elsewhere
 |

**Submission Specification**

The response should be in Arial 11-point font with a maximum A4 page count of four (4), inclusive of any charts and diagrams.

**Question 2 – Risk & Opportunity**

The Tenderer is to identify key areas of uncertainty and potential change (i.e. possible closure of an asset) that may impact service delivery in this contract and describe the associated key risks, opportunities and actions that would be taken. The Tenderer team should also describe the top 10 risks and opportunities across the extended enterprise, classifying each by their degree of impact, probability and importance and to identify mitigating actions and their owners.

The Tenderer is to describe an approach to the joint management of the identified risks and opportunities that ensures Agency, Tenderer’s and Service User owners’ identified responsibilities are managed and monitored to the satisfaction of all stakeholders.

The Written Submission response should consider and address the following aspects and associated indicators:

|  |  |
| --- | --- |
| **Aspect** | **Indicators for Submission’s Content** |
| Risks and Opportunities | * Key initial risks and opportunities to service delivery and effective collaboration at all levels and interfaces across the extended enterprise
* The associated mitigations for those risks and opportunities and where accountability and responsibility for managing them are best located
 |
| Risk and Opportunity Management | * How the Tenderer will jointly monitor risks and their management over the life of the contract
* How stakeholders will be jointly engaged with to ensure clarity of the risks and opportunities and their ongoing status
 |
| Evidence of deployment | * Evidence of where the proposed or similar approach / techniques described within the answer have been used effectively elsewhere
 |

**Submission Specification**

The response should be in Arial 11-point font with a maximum A4 page count of four (4), inclusive of any charts and diagrams.

**Question 3 – Innovation & Value Management**

The Tenderer is to identify areas for future added value or innovations in service delivery and rate their top 10 areas as to level of value add and feasibility. Service delivery in this question is defined as the areas scored within the technical questions of the ITN as summarised below:

|  |  |  |
| --- | --- | --- |
| **No** | **Question** | **ITN Weighting** |
| Q: 6 | Organisation | 7% |
| Q: 17 | Maintenance Services  | 7% |
| Q: 11 | Quality Management, End User and Occupant Satisfaction, Performance Management Indicators | 7% |
| Q: 18 | Housing | 6% |
| Q: 13 | Mobilisation and Exit Strategy | 6% |
| Q: 10 | Information Management System and System Data Management  | 6% |
| Q: 12 | Change Management Process and Changes to Affected Property | 5% |
| Q: 14 | Relationship Management and Supplier Relationship Management | 7% |
| Q: 19 | Waste Management Service | 6% |
| Q: 22 | Management of Stores and Government Furnished Equipment | 5% |
| Q: 8 | Sustainability Development and Environmental Management | 5% |
| Q: 15 | Help Desk  | 6% |
| Q: 26 | Staff Transfer | 5% |

The Tenderer is also to describe their proposed approach to the joint management of innovation and added value for the future that ensures both Agency, Tenderer’s and Service User knowledge is utilised to identify opportunities and that these are jointly agreed and their benefits realised.

The Written submission response should consider and address the following aspects and associated indicators:

|  |  |
| --- | --- |
| **Aspect** | **Indicators for Submission’s Content** |
| Opportunity management | * How value / innovation opportunities are captured from a range of stakeholders
* How value / innovation opportunities are linked to joint objectives
* How opportunities are jointly evaluated and selected
* How selected opportunities are jointly managed from selection through to delivery and benefits realisation
 |
| Benefits realisation | * How opportunity implementation and benefits are jointly planned
* How benefits are jointly monitored and reported
* How benefits realisation is incentivised for all the parties
 |
| Evidence of deployment | * Evidence of where the proposed or similar approach / techniques described within the answer have been used effectively elsewhere
 |

**Submission Specification**

The response should be in Arial 11-point font with a maximum A4 page count of four (4), inclusive of any charts and diagrams.

1. ANNEX H: Statement Relating to Good Standing (DSPCR 2011)

**The Statement Relating To Good Standing**

**REFERENCE No. ITN: 700547373**

**Contract Title:** Overseas Prime Contract - Gibraltar

**Contract Number: 700547373**

1. We confirm, to the best of our knowledge and belief, that [***insert potential supplier***] including its directors or any other person who has powers of representation, decision or control of [***insert potential supplier***] has not been convicted of any of the following offences:
2. conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
3. involvement in serious organised crime or directing serious organised crime within the meaning of section28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
4. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906\*;
5. the offence of bribery;
6. bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;
7. bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
8. fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union\*, within the meaning of:
9. the common law offence of cheating the Revenue;
10. the common law offence of conspiracy to defraud;
11. fraud or theft within the meaning of the Theft Act 1968\* the Theft Act (Northern Ireland) 1969\*, the Theft Act 1978\* or the Theft (Northern Ireland) Order 1978\*;
12. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
13. in Scotland, the offence of fraud;
14. in Scotland, the offence of theft;
15. fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies Act (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
16. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994\*;
17. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
18. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968\* or section 19 of the Theft Act (Northern Ireland) 1969\* or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
19. in Scotland the offence of uttering; or
20. in Scotland, the criminal offence of attempting to pervert the course of justice;
21. money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007\*;
22. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA\*;
23. an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
24. in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);
25. any other offence within the meaning of Article 39(1) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any member State.

\* including amendments to the legislation

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

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

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| I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information. |
| **Organisation’s name** |  |
| **Signed****(By Director of the Organisation or equivalent)** |  |
| **Name** |  |
| **Position** |  |
| **Date** |  |

1. ANNEX I DEFFORMS

**DEFFORM 528**

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| **GUIDANCE FOR COMPLETION OF DEFFORM 528** |
| **For the purposes of this form no prioritisation of importance is implied in the ordering of the following sections.**For the purposes of this form **“Materiel”** means any Materiel (including hardware, information, software and/or services) which is regulated by any Export Control Regulations (e.g. International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), etc.).For the purposes of this form **“Data”** means the information required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance, or modification of controlled articles. This includes information in the form of blueprints, drawings, plans, instructions, diagrams, photographs, etc. It may take forms such as models, formulae, tables, engineering designs and specifications, manuals and instructions written or recorded on other media or devices such as disk, tape,or read-only memories.For the purposes of this form **“Service”** means the intangible products such as training, technical support or provision of expertise. For the purposes of this form **“Part Number”** means the part number of the Materiel that is being supplied under the Contract. |
| **PAGE 1** |
| 1a - 1f Provide full correspondence name and address of the suppling organisation. |
| **PAGE 2** |
|   |
| **SECTION 1** |
| For the purposes of this section of the form, each line item of Materiel listed should be at the level that is or will be managed and transacted within the MOD inventory system.1a to 1i Identify to the best of your knowledge and belief the part number and NATO or National Stock Number (NSN),Manufacturer Name & Address, CAGE/NCAGE Code (NATO Commercial & Government Entity Code identifier), Country of Origin and Security Classification (Security Policy Framework on Gov.uk). |
| **SECTION 2 - Complete this section if the Materiel is subject to US Trade Controls Regulations** |
| 2a Indicate whether the Materiel includes US components, parts, accessories, attachments, systems, software, content or isbased on, or derived from or manufactured pursuant to, export controlled technical data, technology, defence services or software.2b - 2c Enter whether the Materiel exported / transferred is listed on US Munitions List (USML) and if so, provide the USMLCategory Number. This information is covered under defence articles 22 U.S.C. 2778 of the Arms Export Control Act (§120.6),technical data (§120.10), software (120.45(f)) and defines services (§120.9). (Guidance is available on the US Directorate of Defence Trade Controls website at <http://www.pmddtc.state.gov>).For MOD personnel MOD Policy and Guidance on the application of the ITAR regulations within the MOD can be found in 2015DIN04-074 or further support, advice and guidance can be obtained by contacting the DE&S International Relations Group Email: DESIRG-2-AsstHD@mod.uk, Tel: 0117 91 30271 or Email: DESIRG-2d@mod.uk, Tel: 030 679 80868.For Contractor personnel, they should contact their Business Export Compliance Teams for further guidance.2d Include all references of any applicable authorisations that accompany the Materiel and provide copies to the extent availableto you.2e - 2f Enter whether the Materiel exported / transferred is listed on the Commerce Control List (CCL) and if so, provide the ExportControl Classification Number (ECCN) listed on the CCL – EAR Part 774, including Materiel that falls into the catch-all categories inthe CCL (guidance is available on the Bureau of Industry and Security, US Department of Commerce website at<http://www.bis.doc.gov>). Further support, advice and guidance of the application of the EAR regulations within the MOD can be obtained by contacting the DE&S International Relations Group Email: DESIRG-2-AsstHD@mod.uk, Tel: 0117 91 30271 or Email: DESIRG-2d@mod.uk, Tel: 030 679 80868.2g Indicate whether the Materiel being supplied under EAR is authorised for export to the UK.2h Details of the EAR Exceptions used. |
| **SECTION 3 - Complete this section if the Materiel is subject to other countries Trade Controls Regulations** |
| 3a Indicate whether the Materiel being supplied is not of UK or USA origin, or is it based on, or derived from or manufacturedpursuant to, export controlled technical data, technology, defence services or software. |

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

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

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

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

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

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

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

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



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

DEFFORM 528 Edn 12/17

**Import and**

**Export Control Information**





Contract No.



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

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







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

**DEFFORM 539A**

**DEFFORM 539A**

**Edn 08/13**

**Tenderer’s Commercially Sensitive Information Form**

|  |
| --- |
| ITN Ref No: 700547373 |
| Description of Tenderer’s Commercially Sensitive Information:       |
| Cross Reference(s) to location of sensitive information in Tender:       |
| Explanation of Sensitivity:       |
| Details of potential harm resulting from disclosure:       |
| Period of Confidence (if applicable):       |
| Contact Details for Transparency / Freedom of Information matters:Name:      Position:      Address:      Telephone Number:      Email Address:       |

**DEFFORM 68**

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

Contract Number: 700547373

Contract Title:

Contractor:

Date of Contract:

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

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

DEFCON 68[ ]  ; or

Condition 9 of Standardised Contract 1A/B Conditions [ ] ;

Contractor’s Signature:

Name:

Job Title:

Date:

\* check box () as appropriate

**To be completed by the Employer**

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

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

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol, BS34 8JH

Email: DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

**.**

1. ANNEX J TECHNICAL QUESTIONS

**Scoring Guidance & Narrative**



**Question & Associated Scoring**





**Question & Associated Scoring**



**Question & Associated Scoring**



 **Question & Associated Scoring**



 **Technical Question Set**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **SECTION** | **QUESTION** | **Evaluator Guidance** |
| **Q:1** | **Supply Chain StrategiesPage cap: 20 A4 sides** | The Tenderer must describe how they intend achieve value-for-money from their proposed supply chain. The Tenderer must submit procurement and supply chain strategies that will evidence this, including details of in-house supply chain and how the supply chain(s) will be effectively developed and managed. | The Tenderer's proposals: Detail the packaging strategies with appropriate consideration given to any interfaces or constraints;  - Where the Tenderer proposes the use of in-house supply chain members a transparent, thorough description of the in-house package strategy including details of relevant Quality Assurance processes, examples of similar works delivered successfully by these supply chain members and demonstration of value for money and work-culture alignment. - Approach to engaging with key supply chain members including any identified in the tender submission; identifying, vetting, procuring and appointing, including assuring capability and capacity. - Approach to managing key supply chain members, who they are and experiences of working with any of them. - Using performance management to set priorities and targets for improved relationships, including the maintenance of supply chain data and reporting. - Approach to cascading terms and conditions and risk appropriately. - A full supply chain organogram on the proposed supply chain that must be engaged on the works. - Protecting against Subcontractors and Suppliers of any tier insolvency risk. - How the Tenderer proposes to collaborate with the supply chain. - What strategies will be used to ensure Innovation is developed from the supply chain and delivered to OPC - Gibraltar works. - How the Tenderer proposes to set up material or services frameworks to expedite speedy delivery of the works, and what these frameworks would be for. - Approach to ensuring that fair payment practices are adopted within the supply chain. - Any other information that the Tenderer considers would be of significance to OPC - Gibraltar and evidences that the proposed strategy and effective development and management of the supply chain to achieve value-for-money. - Evidence of where the proposed or similar approach / techniques described within the response have been used effectively elsewhere to provide confidence to the Employer that the proposals will be successful.  |
| **Q:2** | **Cost ManagementPage cap: 20 A4 sides** | The Tenderer must demonstrate how they intend to effectively manage Costs, enabling value-for-money to be achieved, including evidence of previous successful use of proposals. As a minimum, the response must cover the following:- Over-arching and works-element specific strategies for controlling Costs for Core and AWS works within the allowances included in the Prices and for realising cost efficiency opportunities;- How the requirements of Works Information will be complied with by the Tenderer, their Suppliers, Subcontractors any designers or consultants in Providing the Works;- Details of proposed assurance procedures for determining Ascertained Cost for AWS works including verifying supply chain entitlement and, demonstrating accuracy to the Project Manager;- How the Tenderer’s proposed system will support and delivery quality data to demonstrate Performance Management processes; - How the Tenderer plans to pro-actively manage and mitigate variance between cost and value, make effective use of trend analysis and cost management processes effectively and demonstrate the cost forecast is accurate;- Demonstration of how the Tenderer will pro-actively manage change to underpin Contractor's cost performance, including but not limited to, systems to robustly prove Subcontractor proposals with effective assessment and implementation of value-engineering initiatives.  | The Tenderer's proposals:Outline details of the project accounting, cost and change control systems and procedures, and interrelation with procurement and risk management systems and procedures.Clear strategies for driving efficiency into the scope covering the following areas:  - sourcing and procurement. - design rationalisation, control and co-ordination. - insurances and bonding techniques. - waste rationalisation.Details of how the relevant Sections of Service Information Management & Administration of the Services will be complied with, and details of how the requirements will be cascaded within the supply chain to meet the requirements of all of the relevant Sections of Service Information.Demonstration of how costs paid will be controlled, including: - details of proposed supply chain cost-audit processes including audit controls. - proposed techniques to assure entitlement and quantum. - details of measures to prevent mis-statement of costs.Clear and specific forecasting proposals of cost and reconciliation with the total of the Prices, including: - detailed description of each key package strategy. - clear demonstration of viable proposals for compiling the Cost Value Report with pro-active and effective.  management proposals to mitigate cost / value variance. - viable proposals for using the Early Warning process to manage cost and schedule variances. - demonstration of appropriate techniques for compiling the cost forecast.Proposals for managing change on this Contract, including reference to identification of cost change through use of performance data, how cost change would be governed and how it will align with cost forecast management.Evidence of where the proposed or similar approach / techniques described within the answer have been used effectively elsewhere to provide confidence to the Employer that the proposals will be successful and any other information that the Tenderer considers would be of significance to OPC - Gibraltar and evidences in the proposals for the management of the total of the Prices and Ascertain Costs.  |
| **Q:3** | **Logistics ManagementPage cap: 20 A4 sides** | The Tenderer must demonstrate how they intend to manage the logistics of Plant & Equipment and Materials used to deliver the works:- Processes that must be used to establish and manage full country of origin checks;- Proposal for storage of Plant and Equipment, Materials and how Plant Handling must be managed- Decision trees on how the transport method is chosen and how the carbon impacts are taken into consideration;- Details on Insurance requirements that the Tenderers must utilise to assure deliveries by Air, Sea and Land; - Details and proposals on any freight forwarding or logistics supply chain partners -Details on proposed requirements that must be utilised to ensure on time deliveries for all works;- Storage procedures and processes including materials and chemical handling processes and procedures. | Clear procedures on Logistics Management that will be utilised to support the OPC - Gibraltar.Outline details from the Tenderers on Plant & Equipment Preventative Maintenance Procedures.Outline details from the Tenderers on Plant & Equipment Handling Procedures.Stores procedures that must include stock turn and COSHH requirements.Flow charts and swim lane diagrams showing the procedures and governance that must under pin logistics and storage. |
| **Q:4** | **BIMPage cap: 25 A4 sides**  |  The Tenderer must demonstrate how as the “Lead Appointed Supplier” they will adopt the use of the UK Building Information Modelling Framework processes and appropriate technologies, in accordance with the British Standard 1192 suite of documents, including BS1192-4:2014 (COBie – Code of practice); in line with UK Government’s Construction Strategy (GCS) 2011–15 and the GCS 2016-20.The Tenderer must also demonstrate how upon appointment and delivering the role of “Lead Appointed Party” they will fully support the Authority in the transition between the BIM British Standards and Publicly Accessible Standards to that of the New ISO standards to enable BIM documentation to be uplifted to meet the new standards as part of this contract. | The Tenderer has provided comprehensive evidence on; -How they will utilise the UK Building Information Modelling Framework (BIM) requirements ensuring processes and appropriate technologies comply with the British Standard 1192 suite of documents, including BS1192-4:2014 (COBie – Code of practice); in line with UK Government’s Construction Strategy (GCS) 2011–15 and the GCS 2016-20 on this contract. Noting in response to the EIR a “Fully” compliant Post contract BEP, based on the Authority BEP evaluation criteria, is required as part of the Mobilisation period before any work commences), -Unequivocal confirmation of the Tenderer’s willingness to “Fully” meet the Authority’s BIM Information Requirements (following contract award), -Unequivocal Confirmation that the Tenderer will adopt and utilise a PAS 1192-2 2013 (ISO 19650) compliant Common Data Environment);-How the Tenderer will support the Authority with the development of its Asset Information Model (AIM) for all the Authority’s assets subject to this contract;-How the Tenderer will support the Authority in the development of its BIM Standards against the new ISO standards as part of this contract. |
| **Q:5** | **InnovationPage cap: 15 A4 sides**  | The Tenderer must demonstrate, with reference to Module A, how they will work collaboratively with the Authority and the End Users to find ways of continually delivering the Services in cost effective ways and / or ways that improve the quality of service.Using the Evaluator Guidance questions 1 to 4, please describe how you will develop proposals and initiatives in line with the Authority's requirement.  | The Tenderer has clearly demonstrated:- The process that will be in place to develop proposals with the Authority to deliver the requirements for value added and innovation;- How efficient and innovate ways of working will be shared with the Authority and Supply Chain and how information will be cascaded so that the Authority will benefit from best practice becoming working practice, particularly with regard to new technologies;- The processes that will be in place to work with the Authority to identify improved ways of working in relation to delivering the Authority's requirements;- The processes that will be in place to validate that the agreed financial and non-financial benefits for the Tenderer and the Authority have been achieved. |
| **Q:6** | **OrganisationPage cap: 50 A4 sides** | The Tenderer must comprehensively detail, with reference to Module A: Section 2, the organisational structure that will be provided to meet the requirements of the contract. Evidence must, as a minimum, outline; job descriptions, skills profiles and locations for identified key posts as well as staff turnover/churn identified not subject to TUPE or Secondment.  | The Tenderer has:  - Provided a full organisation chart showing services provided as Head Office functions and those provided at Regional Areas and Site based offices directly in support of the Contract. It includes a hierarchical office structure, number of posts and specific locations for Regional and Site based offices.  - identified the number of Full Time Equivalent (FTE) posts that will be engaged in the delivery of the service and recognises that these posts will remain for the duration of the contract unless prior agreement for increase/reduction is granted by the Employer.  - Provided comprehensive job descriptions, skills profiles and locations for key posts identified in Module A Section 2.3. and detailed the qualifications and experience of key personnel who will deliver the contract. The proposed office locations, for staffing are considered suitable for the delivery of the Service Requirements.The Tenderer's proposed reporting structure ensures that there is sufficient flexibility to ensure that delivery of the service will not be compromised during absence of key personnel due to leave, sickness, etc. |
| **Q:7** | **Health and SafetyPage cap: 50 A4 sides** | The Tenderer must fully outline, in line with Module A: Section 4, how they propose to comply and maintain compliance with all health and safety legislation as set within the UK with any necessary amendment or alterations that are required by the host nation. This is to include Approved Codes of Practice (ACOPs), JSP's and, other MOD publications and Establishment specific Health and Safety policies.   | The Tenderer’s proposals: - Ensure compliance with all Health and Safety legislation both UK and Host Nation, ACOP, MOD Publications, MOD Joint Service Publications (JSP) and Establishment Health and Safety policies as defined in Module A Section 4.1.1 are appropriate. - Undertake Health and Safety activities, auditing and reporting in accordance with DIO Service Delivery Practitioners Guide Estate management EM/02 Estate Management Assurance Regime which is contained in Booklet 4 – Employer supplied Information is appropriate. - Ensure that their Safety Health and Environment management system will be aligned to the DIO and Military customers SHEMs as defined in Module A Section 4.1.3 are appropriate. - For their Safety Policy statement are appropriate for this contract. - For their Safety Management System as defined within Module A Section 4.2.2 are appropriate. - For the provision of Health and Safety information to supply chain and measures adopted to ensure method statements and risk assessments are suitable for the intended works, before the work commences, as defined in Module A Section 4.3.2 and 4.3.3. are appropriate. - For Induction Training and Site Familiarisation Briefings as defined in Module A Section 4.3 are appropriate. - For ensuring that any communication from Health and Safety Executive or Host Nation Equivalent regarding site visits are notified to the SM and the HOE immediately; and that, visit co-operation, resulting actions and notification of any improvement notices against any of its personnel or supply chain are provide to the SM and HOE as soon as possible as defined in Module A Section 4.1.1. - For the management of a Statement of Known Hazards system as defined in Module A Section 4, and JSP 375 Part 2 Volume 1 Chapter 33 are appropriate. - For reporting of Accidents Incidents and Dangerous Occurrences as defined in Booklet 2: Part 2, Section 30.7 are appropriate. - For the management of High-Risk Activities on the Defence Estate as defined in Booklet 2: Part 2, Section 30.8 are appropriate. - For communication and any co-operation required relating to any authority Inspections and Visit as defined in Booklet 2: Part 2, Section 32 are appropriate. - For ensuring compliance with the CDM Regulations and DIO Policy Instruction 03/05 which can be found in Booklet 4 – Employer Supplied Information are appropriate. |
| **Q:8** | **Sustainability Development and Environmental Management Page cap: 25 A4 sides.** | The Tenderer must demonstrate, with reference to Module A: Section 5, how they intend to operate and maintain a certified Environmental Management System (EMS) for all services that meet or are in compliance with ISO 14001:2015 requirements for all of the serviced detailed in Booklet 3.  | The Tenderer's proposals: - For all 16 themes of Sustainability Appraisals are appropriate. - Adequately describe now direct and indirect cumulative impacts will be considered throughout the Contract term. - For the approach to handling short term and long-term impacts is appropriate and demonstrated via use of an appropriate scoring matrix. - Clearly demonstrates and commits the Tenderer to appropriate balanced consideration of environmental, social and economic impacts. - Demonstrate a clear commitment to consideration and use of innovation and industry best practices. - Demonstrate integration of sustainability appraisal into other management systems, including acquisition, and Government Buying Standards are appropriate. - For dealing with biodiversity and heritage issues are appropriate. - For EMS/SMS (Sustainability Management Systems) address the Tenderer’s methodology for meeting all of the Employer's SD targets.That the commitments made in the tender response, and ability demonstrated by the Tenderer, leaves little doubt that the Tenderer would be able to manage construction projects to DREAM ‘excellent’ standards as detailed in Booklet 3.That the approach to construction project management is clearly committed to, articulated and demonstrates an appropriate approach to stages and credits.That the commitments made, and ability demonstrated by the Tenderer leaves little doubt that the Tenderer would be able to manage infrastructure projects to deliver CEEQUAL ‘excellent’ projects as detailed in Booklet 3. |
| **Q:9** | **SecurityPage cap: 15 A4 sides** | The Tenderer must demonstrate, in line with Module A, how they intend to ensure full compliance with the Defence Manual of Security , Resilience and Business Continuity.  | The Tenderer must submit an appropriate and achievable plan detailing how they will implement the aspects of JSP 440 in scope of the contract. Demonstration of the ability to provide the varied levels of personnel security clearance required for Contract start date and the life of the Contract. Evidenced a culture of individual responsibility for security with working practices and policies required for contractual compliance exists in the Tenderer’s organisation. Clearly demonstrated the capacity, both culturally and technically, to keep up with the pace of advancement so as to mitigate current and future physical, virtual and social media security risks. Demonstrated a proven and mature system for ensuring all individuals will be trained and periodically refreshed regarding the need for security.Described the process which will be adopted to ensure that the supply chain holds to the standards of security required by the MOD. |
| **Q:10** | **Information Management and System Data ManagementPage cap: 25 A4 sides** | The Tenderer must provide comprehensive plans on how they intend to, with reference to Module A: Section 7-8, and Leaflets AL-03, Al-03A, AL-03B, AL-04 and AL-04B, deliver Information Management and Data Management. | The Tenderer has detailed the methodology by which delivery of the requirements within Module A, Leaflet AL-03 will be implemented. The Tenderer details the means by which Information Assurance (as detailed within Module A, Leaflet AL-03A) will be managed including, but not limited to: - Compliance with the Government's Security Policy Framework (SPF).  - Achieving accreditation by MOD of the proposed IS solution.The Tenderer has provided comprehensive details on the implementation of the IS solution as described within Module A, Leaflet AL-03B.The Tenderer has provided details of how the requirements for Data Management (as described within Module A, Leaflet AL-04) will be delivered. The Tenderer demonstrates a clear understanding of the Data Classification as detailed within Spec 024 and how this classification supports the Employers Asset taxonomy. The Tenderer describes the requirement for the data exchange (as detailed within Module A, Leaflet AL-04B) and has described how this requirement will be achieved. |
| **Q:11** | **Quality Management, End User and Occupant Satisfaction, Performance Management IndicatorsPage cap: 50 A4 sides** | The Tenderer must demonstrate how they intend to deliver, with reference to Module A: Sections; 10-11, the services within the Contract requirements to enable them to embed continuous improvement and innovation through the implementation of a robust quality management system.The Tenderer must demonstrate capacity to operate, monitor and report on the authority provided performance indicators in line with Booklet 2,: Parts 11 & 12 Section 106. The Tenderer must demonstrate how data will be gathered on End User and Occupant satisfaction by obtaining feedback from the recipients of the service and the means by which conclusions will be reported to the SM.  | Details of the Contract specific Quality Plan linked to the Audit regime that monitors the Contract deliverables are appropriate.  Provided details of the third-party Quality Management System (QMS) that will operate to the Employers’ satisfaction for the life of the Contract. The certification body used by the Tenderer is accredited by the UK Accreditation Services (UKAS).The Tenderer will have ISO 9001:2015 (or current version) certification for all the required essential and desirable quality assured activities within one year of the In-Service Date (ISD). All aspects of the QMS will comply with the current edition of ISO 9001 and the requirements of AQAP-2110, and it will be used to control all work carried out by the Tenderer, its workforce and its supply chain.  Details of how the proposed QMS will be audited, monitored and reported on for both its own work and that of its supply chain. That the QMS is extended to capture any consortium or joint venture partners or supply chain members working on the Contract that are not certified to ISO 9001. That any locally required processes or procedures will be agreed by the SM to ensure compliance with the requirements of ISO 9001 and AQAP-2110.Clearly demonstration of how Quality management will be linked to continuous improvement within this contract.Details of how the RIBA Design Stages and the ISO 9001: 2015 design requirements will be incorporated so as to provide a joined-up approach.Clear demonstration of how the accurate measurement of Contract Performance Management as set out in Booklet 2: Part 11 will be achieved. Clear demonstration of how End User and Occupant Satisfaction data will be assessed, the sampling methodology used to obtain the data and the reporting of that data.Proposed interfaces to ensure corrective action is undertaken from gathered data are appropriate.  |
| **Q:12** | **Change Management Process and Changes to Affected PropertyPage cap: 20 A4 sides** | The Tenderer must demonstrate, with reference to Module A: Section 13 and Leaflets AL-11A, AL-11B, AL-12, Module I, and Booklet 2: Annex K, how they intend to deliver the services on the proposed management and implementation of the Employer's Change Management Process.  | The Tenderer has demonstrated: - A clear understanding of what would be considered a significant change and has proven mechanisms to handle such change. - How change will be managed and delivered in a fair and open way providing value-for-money for the Employer. - A clear understanding of the impact of change and effect on the location (morale, HR issues, changes in workload, etc) and how this impact would be managed. - The capacity, capability and focus to respond to change in a timely manner.  - The capacity to manage change in a cost-effective manner without impact on other contract deliverables. |
| **Q:13** | **Mobilisation and Exit StrategyPage cap: 40 A4 sides plus relevant Mobilsation / Exit Project Plan** | The Tenderer must demonstrate, with reference to Module A: Section 24-25 & Booklet 2: Annex N, how they intend to provide a Mobilisation, Transition and Exit of the contract.  | The Tenderer has provided a comprehensive Draft Mobilisation Plan that would be deployed to successfully mobilise all aspects of the requirement from ISD, including; - How Statutory and Mandatory Inspection and testing falling due within the first six-month period post ISD will be assured.  - Sufficient checkpoints for corrective action. - Built in time for the appropriate approvals, accreditation (particularly Cyber accreditation) and training. - A Mobilisation programme which is realistic and achievable. - That communication of the Mobilisation plan among all relevant stakeholders will be achieved in an acceptable time frame from Contract start date. - That the plan for developing a fully functioning management IS and Help Desk by the ISD is appropriate, achievable and must include how data from the outgoing Tenderer’s IS will be incorporated into the Tenderer’s IS.Appropriate staff from the bid team have been identified and embedded in the Mobilisation and Transition team and will remain in post until full operating capability is achieved. The Tenderer has demonstrated how they will collaborate in a positive and professional manner with the outgoing service provider to ensure no conflicts develop during Mobilisation and Transition.The Tenderer has provided clear proposals for the Training and Mobilisation of the supply chain prior to ISD which are appropriate. The Tenderer has provided clear proposals for Contract Exit either at Contract Termination or Contract Completion. |
| **Q:14** | **Relationship Management and Supplier Relationship ManagementPage cap: 25 A4 sides** | The Tenderer must submit proposals, with reference to Module A: Section 16-17, for the effective identification, development and management of collaborative business relationships within the contract, in accordance or in compliance with the standard set out in ISO 44001.  | The evidence within the tender submission demonstrates a commitment to maintaining Collaborative Working relationships with the Employer, customers and the supply chain.The Tenderer has demonstrated: - That the correct management culture is in place to maintain and promote collaborative relationships with Employer customers and the supply chain. - That appropriate SQEP will be assigned to relationship management for the length of the contract. - That the principles of ISO 44001 are understood and will be effectively applied to a relationship by the Tenderer. - That the Tenderer understands the Collaborative Approach required in delivery of Module VL-01, and will embrace the Collaborative Relationship which the Employer seeks in delivery of this requirement.The Tenderer understands the benefits of the Joint Partnering Board as defined in Module A Section 16.1.3 and will embrace the win-win environment it seeks to establish. |
| **Q:15** | **Help DeskPage cap: 15 A4 sides** | The Tenderer must demonstrate, with reference to Module B, how they intend to deliver comprehensive details on how an intelligent help desk facility will be operated and maintained to achieve the services and service level set out in Booklet 3.  | The Tenderer has demonstrated:- That the location of and languages and expertise offered by the Help Desk is appropriate and in accordance with Booklet 3.- Proposals are clear in terms of how the interface between the Help Desk and other stakeholders identified in the requirements will work.- That the Help Desk will be fully integrated with the Tenderer’s proposed IMS systems.- That adequate job descriptions and skills profiles, unless subject to TUPE, have been provided for associated key posts and these are appropriate for the requirement.- That the proposed service will provide an ‘Intelligent diagnostic’ capability so as to ensure faults are responded to by correct trades. - That the Help Desk will have sufficient capability in terms of call handling capacity.- That specific training and estate familiarisation will be available to Help Desk staff.- That a call-out service will be available 24/7/365.- That a process will be put in place which ensures that all out of hours calls are logged into the Help Desk IT system the next working day.- That the Help Desk IT will be ready and user assurance tested prior to ISD. |
| **Q:16** | **Statutory and Mandatory Inspection Testing and CompliancePage cap: 25 A4 sides** | The Tenderer must submit proposals on how they intend to execute/carry out Statutory and Mandatory Inspections and Testing, in line with Module C. The Tenderer must also demonstrate how the resulting repairs from Inspections and Tests will be managed and reported in accordance with Module C: Section 3-4.  | The Tenderer has provided details of a resourced, timed schedule for the provision of Statutory and Mandatory testing and Inspections. A process is in place to: - Identify all Statutory and Mandatory Inspections and Tests and has a plan in place that has been provided to captures and validate lists.  - Ensure in country legislation will be adhered to when assessing the requirements for Statutory Inspections and Testing, should that be more onerous than legislation in the UK. - Ensure, where required, the Statutory and Mandatory Inspections and Testing will be carried out under a Safe System of Work and under the supervision of the appropriate Authorised Person. - Ensure that data gathered from Inspections and Testing will result in appropriate action.The Tenderer has demonstrated: - The capability to work to industry standards or best practices when carrying out essential Inspection and Testing. - The supply chain which will be engaged in undertaking Statutory and Mandatory testing has the appropriate capability, insurance requirements and resilience.  - The proposals for producing and maintaining the ESTS are appropriate. - The Tenderer's proposals for the Management of Asbestos is suitable and appropriate for the age and complexity of the assets within scope of this contract. |
| **Q:17** | **Maintenance ServicesPage cap: 20 A4 sides** | The Tenderer must demonstrate, with reference to Module D, on how they intend to deliver the provisions of Maintenance Services.  | The Tenderer has demonstrated the proposals for: - Provision of Reactive Maintenance services are appropriate and resilient.  - Meeting Reactive Maintenance (including Housing and property which is Let) and Enhanced Reactive Maintenance Response Times are appropriate and resilient. - Provision of Grounds Maintenance services are appropriate and resilient. - Monitoring of Pollution Risks are appropriate and resilient. - Deep Cleaning of Kitchens are appropriate and resilient. - Undertaking Additional Fire Alarm tests in accordance with policy Instruction PI 07/10 are appropriate and resilient. - The Management of Legionella and water hygiene are suitable and appropriate for the age and complexity of the assets within the scope of this contract, noting the potential for estate users to be within the “at risk demographic”and that some Augmented Care assets are within the scope of this contract. |
| **Q:18** | **HousingPage cap: 20 A4 sides** | The Tenderer must demonstrate, with reference to Module F, how they intend to manage and deliver the Employer's Service Family Accommodation (SFA).  | The Tenderer has demonstrated how complete interaction with other support organisations will be achieved.The Tenderer has appropriate measures to: - Ensure Void management and Preparation will be managed/delivered in a timely manner. - Interface with the Occupancy Management (OM) Overseas Help Desk and local OM staff with respect to Pre-Move-Out appointments and obligations are appropriate. - Provide the annual benchmarking exercise to demonstrate that their cleaning charges to Occupants are competitive, are appropriate.  - Manage Repairs, Write Offs and Disposals, storage and distribution of Defence Accommodation Stores in support to Housing. - Deliver any Additional Needs and Disability Adaptations (ANDA). |
| **Q:19** | **Waste Management ServicePage cap: 30 A4 sides** | The Tenderer must provide detailed proposals, with reference to Module H: Leaflet HL-10, on their approach to Waste Management demonstrating the safe, legally compliant and efficient management of the Employer's waste. The Tenderer must also detail the approach to handling, segregation, collection, storage and removal of waste from the Establishment.  | The Tenderer’s proposals for exploration of opportunities to use waste as a resource wherever possible and improve site resilience including as a minimum, opportunity for power or heat generation using waste oils and fuels or anaerobic digestion, as defined within Module H Leaflet HL-10 Para 2.1 are appropriate.The Tenderer has described how the requirement for Waste segregation as defined within Module H Leaflet HL-10 Para 2.2 will be delivered and assured.The Tenderer has described how Waste Management Strategies, Plans and Reports will be produced and assured so as to meet the requirements as defined within Module H Leaflet HL-10 Para 2.3. The Tenderer has described appropriate measures for the management of: - Clinical, Sanitary and Sewage waste as defined within Module H Leaflet HL-10 Para 2.2.2.5. - Sewage waste as defined within Module H Leaflet HL-10 Para 2.2.2.6. - Classified waste as defined within Module H Leaflet HL-10 Para 2.2.2.7. - Industrial and Hazardous waste as defined in Module H Leaflet HL-10 Para 2.2.2.9. |
| **Q:20** | **Operation of Potable and Non-potable Water Distribution Systems, Waste Water Treatment, Swimming Pools and SullagePage cap: 20 A4 sides**  | The Tenderer must submit proposals, with reference to Module K: Leaflet KL-01, on how they intend to manage and deliver Operation of Potable and Non Potable Water Distribution Systems,  Waste Water Treatment, Swimming Pools and Sullage. Delivery of Statutory requirements will be assessed under Module C and Maintenance Services in Module D.         | The Tenderer has clearly defined appropriate proposals for:- Ensuring potable water availability, security and resilience will meet the Employers requirements for the life of the Contract.- Delivery of location specific requirements relating to Management and Operation of Potable and Non-Potable Water Distribution, Waste Water Treatment, Swimming Pools and Sullage as defined in Module K Leaflet KL-01- The testing of Fire Hydrant systems are appropriate.  - Preparation, maintenance and retention of all records relating to water, waste water, swimming pools and Sullage sampling, testing and treatment are appropriate.- Provision of all reports to the SM for operation, sampling and testing of potable and non-potable water systems, waste water treatment systems, swimming pools and Sullage disposal are appropriate.- The cleaning of all bulk water storage tanks are appropriate. |
| **Q:21** | **Operation of Electrical Power and Stand-by GeneratorsPage cap: 15 A4 sides** | The Tenderer must demonstrate, in line with Module K, Leaflet KL-02, how they intend to meet and deliver the requirements of the contract in the efficient management of energy and demonstrate how a resilient electrical power supply shall be delivered in accordance with the contract.                                                                              | The Tenderer has clearly demonstrated how the service Specifics in Module K, Leaflet KL-02 will be delivered, including: - The switching of the High Voltage circuit breakers to maintain the integrity of the electrical supply to the Affected Property under a Safe System of Work.  - Ensuring that standby power runs, maintenance and testing, which involves the total or partial loss of power to a major facility, will be conducted “out of normal hours”. - Response, management restoration and subsequent investigation into unplanned interruptions to the supply of power. - The efficient Management of Energy - A resilient approach to delivery of stand-by energy.  |
| **Q:22** | **Management of Stores and Government Furnished EquipmentPage cap: 25 A4 sides**  | The Tenderer must demonstrate how they intend to, with reference to Module K: Leaflet KL-03 and KL-05, manage and deliver a full Stores Management Service that shall provide for the management for Government Furnished Equipment (GFE).  | The Tenderer has described an appropriate response to the Requirements of Module K, Leaflets KL-03 and KL-05 will be delivered, including: - Utilisation of a ‘just in time’ system as far as reasonably practicable and use of this system to reduce stock holdings to a minimum level.- Acceptance of responsibility and accountability for all stores from the ISD to end of contract date.- Maintenance of adequate stock levels of items to facilitate the effective operation of all elements of the contract requiring stores.- Managing MOD stores and inventories using the MOD’s computerized stock control system.- Proposals for management, stocktaking and reporting on GFE are appropriate.- Proposals for Servicing, Planned Maintenance and Repair of GFE. |
| **Q:23** | **Marine ServicesPage cap: 15 A4 sides**  | The Tenderer must demonstrate, in line with Module K: Leaflet KL-04, how they intend to deliver, support and manage all Marine Services for visiting ships and submarines.  | The Tenderer has clearly demonstrated how the service Specifics in Module K, Leaflet KL-04 will be delivered, including appropriate proposals for: - Ensuring adherence with the various Regulations and Agreements relating to Marine Services as detailed in Booklet 4A. - Management, inspection, storage and repair of Marine Equipment. - The provision of a Berthing service to visiting vessels. - Provision of mobile crane operators and associated team to support berthing and ship activities. - The collection and disposal of hazardous waste from permanent and visiting vessels. - Provision of Core Service Price engineering support. - For co-ordination of berthing and harbour services.The Tenderer has demonstrated how a Safe System of Work in relation to all ship/shore procedures will be implemented.  |
| **Q:24** | **Nuclear SupportPage cap: 15 A4 sides**  | The Tenderer must demonstrate, in line with Module K: Leaflet KL-07, how they intend to support Nuclear Operations.  | The Tenderer has provided comprehensive details of how the requirements of Module K, Leaflet KL-07 will be delivered, including: - Resilience built into all areas of the delivery - The management and safe operation of the Gibraltar Operational Berths. - The Provision of Suitably Qualified and Experienced Personnel to attend and interact with the Gibraltar Nuclear Safety Authorisation Group.The Tenderer has described an appropriate solution to delivery of the Routine Activity as detailed within Module K, Section3.The Tenderer has described an appropriate solution to delivery of Information and Reporting requirements as detailed within Module K, Section 4.  |
| **Q:25** | **OperationsPage cap: 15 A4 sides**  | The Tenderer must demonstrate, in line with Module V-01, how they intend to deliver and maintain compliance with the requirements for preparation of operations in accordance with Leaflet VL-01. The Tenderer must also evidence ability to respond to operational need in accordance with Leaflet VL-02.  | The Tenderer has submitted an appropriate response to the requirements as described within Module V which addresses:  - Delivery of the requirement as detailed within Leaflet VL-01. - The proposals for delivery of the requirement as detailed within Leaflet VL-01 Section 3 Participation in Training.  - The proposals for delivery of the requirement as detailed within Leaflet VL-01 Section 4 Response Times.  - The proposals for delivery of the requirement as detailed within Leaflet VL-01 Section 5.5 Training Reports and Meetings.The Tenderer has adequately addressed how they will deliver all elements of the requirement as detailed within Leaflet VL-01 Section 8.The Tenderer’s proposals for delivery of the requirement as detailed within Leaflet VL-02, Para 3 (Response to Operational Need).The Tenderer’s proposals for delivery of the requirement as detailed within Leaflet VL-02, Para 4 (Expeditionary Infrastructure).Evidence that the Tenderer’s supply chain is flexible enough to keep up with surge demands on the large international scale demanded by the Estates.Evidence that the Tenderer could implement surge demand measures at short notice. |
| **Q:26** | **Staff TransferPage cap: 10 A4 sides** | The Tenderer must demonstrate how they intend to meet their obligations for HR Transition, Terms and Conditions of Employment, Changes to Working Practices, HR Transition Deliverables, Redundancy Management, Provision of Pensions and Sustainability through the Term of the Contract.  | - The Employer is entirely satisfied that the Tenderer will meet legal and policy obligations when managing and administering any staff transfers and in the transfer of existing employment terms and conditions. The Tenderer has provided details to demonstrate an understanding, including existing employment terms and conditions and which will continue, other than where changes are proposed with details of these changes. The response is at a level of maturity that is at least required for this stage and the response provides confidence that the requirement is understood and that an appropriate plan which is robust would be put in place to meet the requirements.- The Employer is entirely confident that the Tenderer has considered the impact their service delivery plans will have on the working practices, or location of the Transferring Employees. Working practices are assumed to be, but are not limited to, shift and roster working, multi-skilling, team working, grade flexing, increased use of part-time staff and multiple site working. The Tenderer has provided details to demonstrate an understanding, which will continue, other than where changes are proposed with details of these changes. The response is at a level of maturity that is at least required for this stage and the response provides confidence that the requirement is understood and that an appropriate plan which is robust would be put in place to meet the requirements.- The Employer is entirely satisfied that the Tenderer has cohesive plans to address key HR Transition deliverables relating to transferring activities and workforce. This should include how it will meet additional resourcing requirements and inducting any new employees into the organisation. The Tenderer has provided good details of how they will approach staff transfer related activities to support the transition period to ensure effective transfer of activities. The response is at a level of maturity that is at least required for this stage and the response provides confidence that the requirement is understood and that an appropriate plan which is robust would be put in place to meet the requirements to effect the transfer. - The Employer is entirely satisfied that the Tenderer whether arising directly as a result of the transfer, or unrelated to the transfer itself, will follow fair and reasonable procedures in managing staff surplus and redundancy situations. The Tenderer has provided good details of procedures that will be followed to manage staff surpluses and redundancies, including how they will meet legal and policy obligations. The Tenderer has identified any planned redundancies on ETO grounds to be implemented within the first 12 months post transfer. - The Employer is entirely confident that the Tenderer has provided appropriate details of the strategies and plans, which must be relevant to the service deliverable requirement; it has to ensure that the service delivery solution they have proposed can be maintained during the term of the Contract. This includes details for recruitment, retention, and re-skilling of the workforce during the term of the Contract. The Tenderer has provided good details of how it will approach sustaining a fully resourced and skilled workforce throughout the contract period. The response is at a level of maturity that is at least required for this stage and the response provides confidence that the requirement is understood and an appropriate plan, which is robust and achievable, would be put into place to meet the requirement to sustain fully resourced and skilled workforce for the duration of the contract. - The Employer is entirely satisfied that the Tenderer will comply with staff transfer regulations in relation to pensions.  |

1. ANNEX K: NOT USED
2. ANNEX L INSURANCE REQUIREMENT

|  |  |
| --- | --- |
| OVERSEAS PRIME CONTRACT – GIBRALTAR: 700547373 | **Insurance requirements** |
| The Tenderer must demonstrate how it will meet the minimum insurance requirements. Tenderers are referred to Booklet 2 Clause 76 and 77 for the Employers minimum insurance requirements. This question will not be scored and will be either "Acceptable" if the Tenderer meets the criteria below or "Unacceptable" if the Tenderer does not meet the criteria below at Final ITN Submission and Evaluation. |
| **RESPONSE GUIDANCE:** The Tenderer must evidence how it will meet the minimum insurance requirements by fully completing the Insurance Requirements Table below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Class of insurance** | **Insurer(s) identity (including any excess layer insurers)** | **Tenderer proposed maximum deductible threshold**  | **Contract to the requirements of Clause 76 (Insurance)****(NB. If not please specify areas of variance, alternative proposals or points of clarification as a mark up to the Contract)** | **Contract to the requirements of Clause 77****(NB. If not please specify areas of variance, alternative proposals or points of clarification as a mark-up to the Contract)** |
| Third Party Public and Products Liability Insurance  |  |  |  |  |
| Contractors "All Risks" Insurance |  |  |  |  |
| Professional Indemnity Insurance  |  |  |  |  |
| Airside Third Party Liability Insurance |  |  |  |  |
| Airside Third Party Motor Liability Insurance |  |  |  |  |
| Hull and Machinery Insurance |  |  |  |  |
| Protection and Indemnity Insurance |  |  |  |  |
| Insurances required by law or regulation in each relevant territory |  |  |  |  |

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**Marking scheme for insurer identity**

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

**Marking scheme for Tenderer proposed maximum deductible threshold**

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

**Amendments to Clause 76 and Clause 77 of the draft Contract**

“Any amendments the *Contractor* makes to Clause 76 and Clause 77 other than the insertion of Reasonable Maximum Deductible Thresholds shall be assessed against the following criteria. The amendments will be assessed as a whole to determine the level of risk to the Employer in accordance with the Marking scheme set out below.”

|  |  |
| --- | --- |
| **Marking scheme**  | **Guidance** |
| Acceptable | No amendment to the Employer minimum insurance requirement other than the insertion of Reasonable Maximum Deductible Thresholds and levels of marine insurance into the Clause 77 of the Contract. |
| Acceptable | Amendment to the Employer minimum insurance requirement that is not considered to confer any adverse risk to the Employer or any material diminution in the required insurance cover of the Employer. |
| Unacceptable | Amendment to the Employer minimum insurance requirement that is considered to confer some appreciable risk to the Employer or diminution in the required insurance cover of the Employer. |
| Unacceptable | Insufficient detail or is considered to leave gaps in the level or extent of insurance cover which exposes the Employer to significant adverse risk or significantly material diminution in the required insurance cover of the Employer. |
| Unacceptable | Unmarked. The Insurance Requirements Table has not been completed in full. |

1. ANNEX M DOCUMENT NAMING CONVENTION FOR TENDER RESPONSES

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

| **COMMERCIAL RESPONSE (INCLUDING PRICE)** | **RELATED QUESTION** | **REFERENCE** | **DOCUMENT NAME**  |
| --- | --- | --- | --- |
| Contract Mark-Up Form | Booklet 1 Response to Annex D | Mandatory Return | MR-CMU-01-descriptive name-Tenderer Name*Continue with number sequence for each return as required**If a new document is uploaded, please add REVISED COPY in capitals at the end of the naming convention.* |
| BCA Written Response | Booklet 1 Response to Annex G | On Contract Award responses will be incorporated into Booklet 6 | B6-BCA-Q01-descriptive name-Tenderer NameB6-BCA-Q02-descriptive name-Tenderer NameB6-BCA-Q03-descriptive name-Tenderer Name*If a new document is uploaded, please add REVISED COPY in capitals at the end of the naming convention.* |
| DEFFORMS  | Booklet 1 Response to Annex I | Commercial Returns | B6-DEFFORM528-descriptive name-Tenderer NameB6-DEFFORM539A-descriptive name-Tenderer NameB6-DEFFORM68-descriptive name-Tenderer Name*Continue with number sequence for each return as required**If a new document is uploaded, please add REVISED COPY in capitals at the end of the naming convention.* |
| Insurance | Booklet 1 ResponseTo Annex L | On Contract Award responses will be incorporated into Clause 76 and 77 of Booklet 2  | B2-INS-descriptive name-Tenderer Name*Continue with number sequence for each return as required**If a new document is uploaded, please add REVISED COPY in capitals at the end of the naming convention.* |
| DEFFORM 47 | Booklet 1 Response to Annex N | Mandatory Returns | MR-DEFFORM47-01-Offer-Tenderer Name*Continue with number sequence for each return as required**If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| Declarations for Mandatory Returns on DEFFORM 47 | Booklet 1 Response to Annex O | Mandatory Returns Supporting Information | MR-SUP-01-descriptive name-Tenderer NameMR-SUP-02-descriptive name-Tenderer Name*Continue with number sequence for each return as required**If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| Government Buying Standard for Cleaning – Mandatory Returns Declarations and list of products | Booklet 1 Response to Annex P | Mandatory ReturnsGovernment Buying StandardsTenderers Declarations | MR-GBS-TD01-compcert-Tenderer NameMR-GBS-TD02-products-Tenderer Name*Continue with number sequence for each return as required**If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| Booklet 2 – Conditions of Contract Acceptance or Rejection Certificate | Booklet 1 Response to Annex Q | Mandatory Returns | B2-CC-01-descriptive name-Tenderer Name*Continue with number sequence for each return as required**If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| Confirmation of Compliance  | Booklet 1 Response to Annex R | Booklet 3N/A – On Contract Award will be incorporated into Booklet 6 | B6-BKLT3-01-Compliance-Tenderer Name*Continue with number sequence for each return as required**If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| Subcontracts Form | Booklet 1 Response to Annex S | On Contract Award will be incorporated into Booklet 6 | B6-SCF-01-descriptive name-Tenderer Name*Continue with number sequence for each return as required**If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| Booklet 5 – Price Schedule Workbook along with Pricing Rationale and Supporting Financial Information | Booklet 5 Response | On Contract Award responses will be incorporated into Booklet 5 | B5-PSW-01-descriptive name-Tenderer NameB5-PR-02-descriptive name-Tenderer Name*Continue with number sequence for each return as required**If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| Financial Information – confirmation of financial status since PQQ evaluation | Booklet 1 Response  | N/A | B1-FI-01-descriptive name-Tenderer Name*Continue with number sequence for each return as required**If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| Submission Summary for any subsequent ITN Responses - detailing documents that have been replaced, amended or remain unchanged | Booklet 1 (This is not required at Initial ITN Submission) | N/A | B1-SS-01-descriptive name-Tenderer Name |

| **TECHNICAL RESPONSE**  | **RELATED QUESTION NO**  | **BOOKLET & MODULE REFERENCE** | **DOCUMENT NAME**  |
| --- | --- | --- | --- |
| **Supply Chain Strategies** | Q1 | Booklet 3: Module A, Section 17 | B6-SCS-Qn-01-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Cost Management**  | Q2 | N/A | B6-CM-Qn-02-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Logistics Management** | Q3 | N/A | B6-LM-Qn-03-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **BIM** | Q4 | Booklet 3: Module A | B6-BIM-Qn-04-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Innovation** | Q5 | Booklet 3: Module A | B6-INN-Qn-05-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Organisation** | Q6 | Booklet 3: Module A | B6-ORG-Qn-06-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Health & Safety** | Q7 | Booklet 3: Module A | B6-HS-Qn-07-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Sustainability Development and Environmental Management** | Q8 | Booklet 3: Module A | B6-SDEM-Qn-08-descriptive name-Tenderer Name *If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Security** | Q9 | Booklet 3: Module A | B6-SE-Qn-09-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Information Management and System Data Management** | Q10 | Booklet 3: Module A | B6-IMSDM-Qn-10-descriptive name-Tenderer Name |
| **Quality Management, End User and Occupant Satisfaction, Performance Management Indicators** | Q11 | Booklet 3: Module A | B6-QM-Qn-11-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Change Management Process and Changes to Affected Property** | Q12 | Booklet 3: Module A | B6-CM-Qn-12-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Mobilisation and Exit Strategy** | Q13 | Booklet 3: Module A | B6-ME-Qn-13-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Relationship Management and Supplier Relationship Management** | Q14 | Booklet 3: Module A | B6-RM-Qn-14-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Help Desk**  | Q15 | Booklet 3: Module B | B6-HD-Qn-15-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Statutory and Mandatory Inspection Testing and Compliance** | Q16 | Booklet 3: Module C | B6-SM-Qn-16-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Maintenance Services** | Q17 | Booklet 3: Module D | B6-MS-Qn-17-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Housing** | Q18 | Booklet 3: Module F | B6-H-Qn-18-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Waste Management Service** | Q19 | Booklet 3: Module H  | B6-WMS-Qn-19-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Operation of Potable and Non-potable Water Treatment, Waste Water Treatment, Swimming Pools and Sullage** | Q20 | Booklet 3: Module K | B6-OPN-Qn-20-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Operation of Electrical Power and Stand-by Generators** | Q21 | Booklet 3: Module K | B6-OEP-Qn-21-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Management of Stores and Government Furnished Equipment** | Q22 | Booklet 3: Module K | B6-OEP-Qn-22-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Marine Services** | Q23 | Booklet 3: Module K | B6-OEP-Qn-23-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Nuclear Support** | Q24 | Booklet 3: Module K | B6-OEP-Qn-24-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Operations** | Q25 | Booklet 3: Module V | B6-OEP-Qn-25-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Staff Transfer** | Q26 | Booklet 4A: Folder 8 PARTS 1-3 | B6-OEP-Qn-26-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Contract Management Plan** | Q6, 7, 13, 14, 15, 16, 19, 20, 21, 22, 23 | Booklet 3: Mod A Sections 25 and 26 Leaflet AL-02On Contract Award this be incorporated into Booklet 6 | B6-CMP-27-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Waste Management Plan** | Q19,20,23 | Booklet 3: Mod A 5.14 Mod H Leaflet HL-10On Contract Award this be incorporated into Booklet 6 | B6-WMP-28-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Relationship Management Plan** | Q14 | Booklet 3: Module A Sections 16 and 17 On Contract Award this be incorporated into Booklet 6 | B6-RMP-30-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Mobilisation Plan** | Q13 | Booklet 2 – Annex NOn Contract Award this will be incorporated into Booklet 6 | B6-MP-31-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **Exit Management Plan** | Q13 | Booklet 2 – Annex NOn Contract Award this will be incorporated into Booklet 6 | B6-EMP-32-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |
| **HR Plan – this should include:****HR Transition****Redundancy****Pensions****Sustainability** | Q26 | Booklet 4A: Folder 8: Parts 1-3On Contract Award will be incorporated into Booklet 6 | B6-HRP-33-descriptive name-Tenderer Name*If a new document is uploaded, please add* REVISED COPY *in capitals at the end of the naming convention.* |

1. ANNEX N DEFFORM 47 – tender submission document (offer)

**Edn 05/17**

 **Ministry of Defence**

**Tender Ref No. 700547373**

1. **Tender Submission Document (Offer)**

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

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

|  |
| --- |
| **Applicable Law**  |
| I agree that any contract resulting from this competition shall be subject to English Law\*Where ‘No’ is selected, Scots Law will apply.  | Yes / No\*  |
| **Total Value of Tender (excluding VAT)** |
| £ ……………………………………………………………………………………………………………………… WORDS ................................................................................................................................................................................ |
| **UK Value Added Tax** |
| If registered for Value Added Tax purposes, please insert:a. Registration No ..........................................b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £........................... |
| **Location of work (town / city) where contract will be performed by Prime:**  |
| Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required) |
| **Tier 1 Sub-contractor Company Name** | **Town / city to be****Performed** | **Contractor Deliverables** | **Estimated Value** | **SME****Yes / No** |
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|  |  |  |  |  |
| **Mandatory Declarations** (further details are contained in Annex O):  | **Tenderer’s Declaration** |
| Is the offer subject to the Employer contracting for all the Contractor Deliverables? | Yes\* / No  |
| Is the offer made subject to a Minimum Order Quantity? | Yes\* / No  |
| Are the Contractor Deliverables subject to IPR that has been exclusively, or part funded by Private Venture, Foreign Investment or otherwise than by Employer funding? | Yes\* / No  |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528 | Yes\* / No  |
| Have you obtained foreign export approval necessary to secure IP user rights for the Employer in Contract Deliverables, including technical data, as determined in the Contract Conditions? | Yes\* / No  |
| Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended? | Yes / No |
| Have you completed Form 1686 for sub-contracts? | Yes / No |
| Have you completed the compliance matrix/ matrices? | Yes/No/Not Required |
| Are you a Small Medium Sized Enterprise (SME)? | Yes/No |
| Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?  | Yes / No |
| Have you completed and attached Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A)?  | Yes / No |
| If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version? | Yes\* / No / N/A |
| Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012? | Yes\* / No  |
| Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement? | Yes\* / No  |
| Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009(as amended by EC 744/2010) of the European Parliament and of the Council. | Yes\* / No  |
| Have you attached The Bank / Parent Company Guarantee? | Yes\* / No/ Not Required  |
| Have you complied with the requirements of the Military Aviation Employer Regulatory Articles?  | Yes / No / Not Required |
| Have you completed the additional Mandatory Requirements? | Yes / No / Not Required |
| \*If selecting Yes to any of the above questions, please attach the information detailed in Annex O: |
| **Tenderer’s Declaration of Compliance with Competition Law** |
| We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding.In particular:1. the offered price has not been divulged to any Third Party,
2. no arrangement has been made with any Third Party that they should refrain from tendering,
3. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,
4. no discussion with any Third Party has taken place concerning the details of either’s proposed price, and
5. no arrangement has been made with any Third Party otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Employer will be referred to the Competition and Markets Employer for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.We agree that the Employer may share the Contractor’s information / documentation (submitted to the Employer during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A. |
| **Dated this.................. day of ................................................................... Year ........................** |
| **Signature: In the capacity of**  **.......................................................................................................**(Must be original) (State official position e.g. Director, Manager, Secretary etc.) |
| **Name:** (in BLOCK CAPITALS)**duly authorised to sign this Tender for and on behalf of:**(Tenderer's Name) | **Postal Address:****Telephone No:****Registered Company Number:** |

1. Annex O Information on defform 47 Mandatory Declarations

**Part Tender**

1. The Employer reserves the right to order some or part of your Tender. If your offer is subject to the Employer contracting for all the Contractor Deliverables, select ‘Yes’ in Annex N and provide further details in your Tender.

**Minimum Order Quantities**

2. Where your offer is subject to minimum order quantities select ‘Yes’ in Annex N and provide further details in your Tender.

**IPR Restrictions**

3. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Employer funding you must select ‘Yes’ in Annex N (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Employer funding) .

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

In particular, you must identify:

a. any restriction on the provision of information to the Employer; any restriction on disclosure or the use of information by the Employer; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;

b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Employer of any Contractor Deliverables;

c. 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;

d. any action you need to take or the Employer is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

5. You must, when requested, give the Employer details of every restriction and obligation referred to in paragraph 4. The Employer will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract.

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

**Notification of Foreign Export Control Restrictions**

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

8. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:

a. Whether all or part of any Contractor Deliverables are or will be subject to:

(1) a non-UK export licence, authorisation or exemption; or

(2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Employer immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

10. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.

11. You must notify the OPC Gibraltar Commercial Team immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 8.

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

**Import Duty**

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

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

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

**Sub-contracts Form 1686**

16. Form 1686 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.

**Small and Medium Enterprises**

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

18. A key aspect of the Government’s SME Policy is ensuring that its Tenderers throughout the supply chain are paid promptly. All Tenderers to the Employer and their sub-contractors are encouraged to make their own commitment and register with the Prompt Payment Code.

19. Tenderers are also encouraged to work with the Employer to support the Employer’s SME initiative. Information on the Employer’s purchasing arrangements, our commercial policies and our SME policy can be found at Gov.UK.

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

21. 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 (Government Transparency and Accountability) and the information contained within DEFCON 539.

22. Before publishing the contract, the Employer will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 (“the FOIA”) or the Environmental Information Regulations 2002 (“the EIR”).

23. You should complete the Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.

24. You should note that while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Employer. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Employer decide to publish or disclose information against your wishes, you will be given prior notification.

**Electronic Purchasing**

25. Tenderers must note that use of the Contracting, Purchasing and Finance (CP&F) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant.

**Change of Circumstances**

26. If you have not previously submitted a Statement Relating to Good Standing or circumstances have changed, please select ‘Yes’ in Annex N and submit a Statement Relating to Good Standing with your Tender.

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

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

**Military Aviation Employer (MAA) Requirements**

28. In July 2011 the Military Aviation Employer (MAA) launched a new set of Regulatory Publications. Key to these is the Regulatory Articles (RA), which prescribe Acceptable Means of Compliance (AMC) for each separate Regulation. Tenderers who wish to propose an alternative means of compliance must obtain agreement in principle from the MAA (through the Project team) in advance of submitting their Tender. AMC are strongly recommended practices and a justification will be required if they are not followed. Tenderers must consult the MAA where there is more than one AMC. You must confirm how you intend to comply with the RA, and the date you consulted with the MAA.

**The Armed Forces Covenant**

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

31. The Covenant is based on two principles:

a. the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and

b. special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

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

32. The Armed Forces Covenant provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.

33. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management

Ministry of Defence

Holderness House

51-61 Clifton Street

London

EC2A 4EY

34. Paragraphs 30 - 33 above are not a condition of working with the Employer now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Employer very much hopes you will want to provide your support.

**Parent Company Guarantee**

35. Provide a statement quoting willingness to provide a Bank or Parent Company guarantee at contract award, should the Employer request one.

**Tender Validity**

36. Provide a statement confirming that the Tenderers offer will remain open for a period of **24 months** from their submission and are capable of being accepted until commencement of provision of the Service under the Contract.

1. ANNEX P GOVERNMENT BUYING STANDARD FOR CLEANING MANDATORY RETURNS

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

1. ANNEX Q BOOKLET 2 – CONDITIONS OF CONTRACT ACCEPTANCE OR REJECTION CERTIFICATE

**OVERSEAS PRIME CONTRACT – GIBRALTAR: 700547373**

**BOOKLET 2 – CONDITIONS OF CONTRACT ACCEPTANCE OR REJECTION CERTIFICATE**

*By signing this Acceptance or Rejection Certificate;*

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

**OR**

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

**\*Please delete as appropriate**

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

1. ANNEX R BOOKLET 3 – SERVICE INFORMATION CONFIRMATION OF COMPLIANCE CERTIFICATE

 **OVERSEAS PRIME CONTRACT – GIBRALTAR: 700547373**

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

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

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

1. ANNEX S: Subcontracts Form

 **Appendix 5**

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

**AN OVERSEAS2 CONTRACTOR ON WORK INVOLVING**

**OFFICIAL-SENSITIVE3 AND ABOVE CLASSIFIED INFORMATION**

**(ALSO KNOWN AS F1686)**

**Request:**

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

Name: Position in company:

Signature: …………………………..…… Date:

**Response from Contracting Employer:**

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

attached.5

Name: Position/Title:

Signature: ………………………………… Date:

Contracting Employer Organisation:

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

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

information complete and submit 1st page only.

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

4 Delete as appropriate

5 Delete if not applicable

**Annex A to Appendix 5**

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

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

**UK CONTRACTOR ON WORK CLASSIFIED SECRET AND**

**ABOVE**

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

 **(ALSO KNOWN AS F1686)**

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

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

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

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

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

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