 Mr T Liu

Navy Commercial

MP1.1

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24 June 2021

Dear Sir / Madam

**Invitation to Tender Reference** **701570381**

1. You are invited to tender for the Provision of External Assistance for Future Maritime Support Programme (FMSP) in a further competition under Crown Commercial Services framework RM6008 Lot 3.

2. The requirement is set out in the Statement of Requirements.

3. Funding has been approved. The total budget is £200,000.00 (excluding VAT).

4. You may raise questions about the tender and the requirement via the CCS eSourcing Tool. The deadline for asking questions is 10:00 on 8 July 2021. Please note that any questions raised, and the answers provided, may be shared with other interested suppliers. You may raise questions about the tender and/or the requirement by contacting the Commercial Officer.

5. Your tender must be submitted electronically via the CCS eSourcing Tool no later than 10:00 on 22 July 2021. You should allow sufficient time for submission as late tenders will not be accepted. A completed Tenderers Response Form should be included with the tender. You should submit your Tender as soon as possible, by email to the Commercial Officer shown above.

6. The anticipated date for the contract award decision is 4 August 2021. Please note that this is an indicative date and may change.

Yours faithfully

**Mr T Liu**

Commercial Officer

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* Statement Relating to Good Standing
* Draft Framework Call Off Order Form
* Framework Call Off Terms & Conditions (per CCS webpage)

1. **Glossary**

|  |  |
| --- | --- |
| Agent | means Crown Commercial Service |
| Authority | means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown |
| Contract | means the contractually-binding terms and conditions set out in this ITT to be entered into between the Authority and the successful Tenderer at the conclusion of this Procurement; |
| EIR | means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations; |
| e-Sourcing Tool | means the online tender management and administration system used by the Authority; |
| Evaluation Score | means the score achieved by a Tender at the conclusion of the Evaluation process; |
| FoIA | means the Freedom of Information Act 2000 as amended and any subordinate legislation made thereunder from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| Invitation to Tender (ITT) | meansthis invitation to tender document together with its Attachments, published by the Authority in relation to this Procurement; |
| Procurement | means the process used to establish a Contract that facilitates the supply of the Services; |
| Public Contracts Directive | means Directive 2014/24/EU of the European Parliament and of the Council; |
| Regulations | means the Public Contracts Regulations 2015 (<http://www.legislation.gov.uk/uksi/2015/102/contents/made> |
| Services | means the services that may be provided by Suppliers, as set out in the Statement of Requirements; |
| Supplier | means a Tenderer with whom the Authority has concluded a Contract; |
| Technical Evaluation | means the qualitative evaluation of a Tender undertaken during the Evaluation process; |
| Technical Score | means the score awarded to a Tenderer at the conclusion of the Technical Evaluation process; |
| Tender | means the Tenderer’s formal offer in response to the Invitation to Tender; |
| Tender Submission Deadline | means the time and date set for the latest uploading of Tenders. |
| Tenderer | means a framework supplier submitting a proposal to this Procurement; |

1. **Introduction**
   1. This Procurement will establish a Supplier Contract for the Provision of External Assistance for Future Maritime Support Programme. The Services are described in detail within the Statement of Requirements.
   2. The contract will be for 4 months.
   3. This Contract will be between the successful Supplier and the Authority.
   4. The Contract is being offered under the Crown Commercial Service Framework Two Framework Agreement (reference RM6008 - Lot 3) Terms and Conditions which will govern any resultant Contract.
   5. The Authority is managing this Procurement in accordance with the Public Contracts Regulations 2015.
   6. This is a call off contract and as such the Authority cannot guarantee volumes of work.
   7. This ITT contains the information and instructions that Tenderers need to submit a compliant Tender.
   8. Please read this ITT carefully as non-compliance with the instructions contained in this document may result in exclusion of a Tenderer’s Tender from this Procurement. If a Tenderer has read all of the instructions and information carefully but are still unsure at any point how to respond, please submit a clarification question. The Authority shall assume that Tenderers fully accept this ITT where no questions are raised.
   9. The Terms of Participation will apply throughout this Procurement. They set out further rights and obligations which apply to Tenderers and the Authority.
   10. The Authority is using an e-Sourcing Tool to manage this Procurement and to communicate with all participants. No hard copy documents will be issued and all communications with the Authority (including the submission of Tenders) will be conducted via the e-Sourcing Tool. Tenderers must ensure that the details of the point of contact nominated are accurate at all times as the Authority will not be under any obligation to contact anyone other than the nominated person.
   11. Tender responses to the evaluation questions have been designed to be completed on-line in the e-Sourcing Tool.

1. **Terms of Participation**
   1. The Tenderer shall abide by these Terms of Participation and any instructions given in the ITT.
   2. An obligation on the Tenderer to do, or to refrain from doing, any act or thing under the ITT including these Terms of Participation shall include an obligation upon the Tenderer to procure that all its directors, office holders, staff, members of its Group of Economic Operators (if it acts as Lead Contact), companies within its Group, Sub-Contractors, advisers or agents involved or connected with this Procurement also do, or refrain from doing, such act or thing.
   3. The Tenderer must not directly or indirectly canvass any Minister, officer, public sector employee, member or agent regarding this Procurement or attempt to obtain any information from the same regarding this Procurement (except where and as permitted by the ITT). Any attempt by the Tenderer to do so may result in the Tenderer’s disqualification from this Procurement.
   4. A Tenderer must not:

* Fix or adjust any element of its Tender by agreement or arrangement with any other person, except where, such prohibited acts are undertaken with persons who are also participants in the Tenderers’ Tender, such as members of its Group of Economic Operators (if it acts as a Lead Contact), companies within its Group or Sub-Contractors, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of its Tender or obtain any necessary security;
* Communicate with any person other than the Agent the value, price or rates set out in its Tender or information which would enable the precise or approximate value, price or rates to be calculated by any other person, except where such communication is undertaken with persons who are also participants in the Tenderers’ Tender, such as members of its Group of Economic Operators (if it acts as a Lead Contact), companies within its Group or Sub-Contractors, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of its Tender or obtain any necessary security;
* Enter into any agreement or arrangement with any other person, so that person refrains from submitting a tender;
* Share, permit or disclose to another person, access to any information relating to its Tender (or another tender to which it is party); or
* Offer or agree to pay or give or do pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to its Tender, any other tender or proposed tender, any act or omission.

* 1. The Agent may contact (or may require the Tenderer to contact on its behalf) any of the Tenderer’s customers, members of its Group of Economic Operators (if it acts as Lead Contact), Sub-Contractors or other third parties to whom information relates in the Tenderer’s Tender, to ask that they testify that such information is accurate and true.

* 1. The Agent reserves the right to seek third party independent advice or assistance to validate information submitted by a Tenderer and/or to assist in the tender evaluation process.
  2. The Agent reserves the right to conduct site visits of any premises indicated by the Tenderer to be used in connection with the Tenderer’s provision of the Goods and/or Services and/or audits at any time during this Procurement.
  3. The Agent may require the Tenderer to clarify aspects of its Tender in writing and/or provide additional information. Failure to respond adequately may result in the rejection of the Tenderer’s Tender and its elimination from further participation in all or part of this Procurement.
  4. The Agent reserves the right, subject to the rules set out in the Regulations, to:
* Change the basis of or the procedures for this Procurement at any time;
* Amend, clarify, add to or withdraw all or any part of the ITT at any time during this Procurement, including varying any timetable or deadlines set out in the ITT; and:
* Cancel all or part of this Procurement at any stage at any time, including for the reason stated below; and
* Not award a contract for some or all of the Goods and/or Services for which tenders are invited
  1. Tenderers accept and acknowledge that, and in accordance with the Regulations, the Authority is not bound to accept any Tender or award a contract with any Tenderer at all.
  2. If the Authority deems that none of the tenders received in response to the ITT are satisfactory, it reserves the right to terminate all or part of this Procurement.
  3. The Agent may exclude a Tenderer’s Tender from this Procurement if the Tenderer fails to provide to the Agent:
* Any information requested;
* A full and satisfactory response to any question or information request;
* A Tender, or response to the Agent's queries, within any specified timescales; and/or
* Documentation referred to in its Tender
  1. The Agent may exclude a Tenderer from any participation in this Procurement at any stage, if the Tenderer:
* Fails to comply fully with the requirements of this Procurement as set out in the ITT;
* Has breached these Terms of Participation; or
* Has committed a wilful omission or misrepresentation in its Tender.
  1. If the Agent has the right to exclude a Tenderer under these Terms of Participation or the ITT it may (in its sole discretion):
* Exclude the affected Tender but allow the Tenderer to participate as member of a Group of Economic Operators or Sub-Contractor in another Tender; or
* Completely exclude the Tenderer from any involvement in this Procurement in its own name, or as member of a Group of Economic Operators or Sub-Contractor in another Tender.
  1. The Agent may exclude a Tenderer from participation in this Procurement where there is a change in identity, control, financial standing or other factor impacting on the selection and/or award process, which would affect or would have affected the Authority’s evaluation of the Tenderer’s Tender in accordance with the Regulations.
  2. No information contained in the ITT or in any communication made between the Agent and a Tenderer in connection with this Procurement shall be relied upon as constituting agreement or representation that any contract be entered into in accordance with the Tenderer’s Tender or at all.
  3. The Authority shall not be committed to any course of action as a result of issuing the ITT relating to this Procurement;
* Any communications with Tenderers or their representatives, agents or advisers in respect of this Procurement; and/or
* Any communications between Tenderers, the Agent and/or any relevant Contracting Authority and any other party (whether directly or through their agents or representatives) in respect of this Procurement.
  1. The ITT has been prepared in good faith but does not purport to be a comprehensive statement of all matters relevant to this Procurement nor has it been independently verified. Neither the Authority nor its advisers, directors, officers, members, employees or other staff or agents:
* Accept any liability or responsibility for the adequacy, accuracy or completeness of the ITT,
* Make any representation or warranty, express or implied, with respect to the information the ITT contains nor shall any of them be liable for any loss of damage arising as a result of reliance on such information or any subsequent communication.
  1. The Tenderer shall form its own conclusions and make its own independent assessment of the requirements of the Contract Terms and Conditions and should seek its own financial and legal advice about the methods and resources needed to meet the Authority’s requirements.
  2. The Authority and/or the Agent does not accept responsibility for the Tenderers’ assessment of the requirements of this Procurement.
  3. The Tenderer is responsible at its own expense, for obtaining all information required to prepare its Tender.
  4. Any exclusions of liability of the Authority or the Agent in this section do not apply to the extent of any deceit or fraudulent misrepresentation made by or on behalf of the Authority.
  5. The Tenderer undertakes that, in the event of a Tenderer’s Tender being accepted by the Authority and the Authority and/or the Agent confirming in writing such acceptance to the Tenderer, the Tenderer shall execute the Contract as amended to accommodate aspects of the Tender within 10 calendar days, (or any other longer period of time as determined by the Authority at its sole discretion) of being called upon to do so by the Authority.
  6. The Authority and/or the Agent will not reimburse any costs incurred by a Tenderer (including the costs or expenses of any members of its Group of Economic Operators (if acting as a Lead Contact), Sub-Contractors or advisors) in connection with the preparation and/or submission of the Tenderer’s Tender, including (without limit) where:
* This Procurement is cancelled, shortened or delayed for any reason (including, without limitation, where such action is necessary due to non-compliance or potential non-compliance with the law, including the Regulations);
* All or any part of the ITT is at any time amended, clarified, added to or withdrawn for any reason;
* A contract is not awarded in respect of some or all of the Goods and/or Services for which tenders are invited; or
* The Tenderer and/or its Tender is disqualified from participation in this Procurement for any reason, including breach of these Terms of Participation.
  1. Subject to the exceptions referred, the contents of the ITT are being made available by the Agent on the conditions that the Tenderer:
* Treats the ITT as confidential at all times, unless the Information is already in the public domain;
* Does not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen, except where, and to the extent that, the Information has been publicised in accordance with Freedom of Information or Transparency;
* Only uses the Information for the purposes of preparing a Tender (or deciding whether to respond); and
* Does not undertake any promotional or similar activity related to this Procurement within any section of the media during this Procurement.
  1. A Tenderer may disclose, distribute or pass any of the Information to its members of its Group of Economic Operators (if acting as a Lead Contact), Sub-Contractors, advisers or to any other person provided that:
* This is done for the sole purpose of enabling the Tenderer to submit its Tender and the person receiving the Information undertakes in writing (such written undertaking to be made available to the Agent on the Agent’s request) to keep the Information confidential on the same terms imposed by these Terms of Participation; or
* It obtains the Agent’s prior written consent in relation to such disclosure, distribution or passing of Information; or
* The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to this Procurement; or
* The Tenderer is legally required to make such a disclosure; or
* The Information has been published in accordance with Freedom of Information and Transparency.
  1. The Authority and/or the Agent may disclose information submitted by Tenderers during this Procurement to its officers, employees, agents or advisers or other government departments who are stakeholders in this Procurement.
  2. 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.
  3. For these purposes, the Authority and/or the Agent may disclose within HM Government any of the Tenderer’s documentation or information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific information in its Tender) submitted by the Tenderer to the Authority during this Procurement. Tenderers taking part in this competition consent to such disclosure as part of their participation in the competition process.
  4. In accordance with the obligations and duties placed upon public authorities by the FoIA and the EIR and in accordance with any government Code of Practice on the discharge of public authorities’ functions under the FoIA (as defined in the glossary of the ITT), all information submitted to the Authority may be disclosed under a request for information made pursuant to the FoIA and the EIR (as defined in the glossary of the ITT).
  5. A Tenderer should note that the information disclosed pursuant to a FoIA or EIR request may include, but is not limited to, the disclosure of its Tender (including any attachments or embedded documents) and/or any score or details of the evaluation of its Tender.
  6. If the Tenderer considers any part of its Tender or any other information it submits to be confidential or commercially sensitive, the Tenderer should:
* Clearly identify such information as confidential or commercially sensitive;
* Explain the potential implications of disclosure of such information taking into account and specifically addressing the public interest test as set out in the FoIA; and
* Provide an estimate of the period of time during which it believes that such information will remain confidential or commercially sensitive.
  1. If the Tenderer identifies that part of its Tender or other information it submits is confidential or commercially sensitive, the Authority and/or the Agent in its sole discretion will consider whether or not to withhold such information from publication. The Tenderers should note that, even where information is identified as confidential or commercially sensitive, the Authority and/or the Agent may be required to disclose such information in accordance with the FoIA or the EIR.
  2. The Authority and/or the Agent is required to form an independent judgement of whether the Tenderer’s information referred to is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. The Authority and/or the Agent cannot guarantee that any information indicated as being confidential or commercially sensitive by the Tenderer will be withheld from publication.
  3. If the Tenderer receives a request for information under the FoIA or the EIR during and in relation to this Procurement, it should be immediately referred to the Agent.
  4. In accordance with the Government's policy on transparency, the Authority reserves the right to make all or part of the Information (which, for the avoidance of doubt, includes the Contract Terms and Conditions and Services), publicly available (subject to any redactions made at the discretion of the Authority and or the Agent by considering and applying relevant exemptions under the FoIA).
  5. A Tender will not be published unless such disclosure is required in accordance with this section. Tenderers should note that the terms of the proposed Contract will permit the Authority to publish the full text of such Contract concluded with the Tenderer after considering (at the Agent’s or the Authority's sole discretion respectively) any representations made by the Tenderer regarding the application of any relevant FoIA or EIR exemptions.
  6. The Tenderer acknowledges and agrees that information contained within its Tender may be incorporated by the Agent into any contract awarded to the Tenderer and as a result, it may be published in accordance with this section.
  7. The ITT issued in connection with this Procurement shall remain the property of the Agent and shall be used by the Tenderer only for the purposes of this Procurement.
  8. The Tenderer grants the Agent an irrevocable, perpetual, non-exclusive licence to copy, amend and reproduce any intellectual property contained within its Tender for the purposes of carrying out this Procurement; complying with the law and/or any government guidance; and/or carrying out the Agent’s business activities. This licence shall also permit the Agent to sublicense the use of the Tenderer’s Tender to its advisers or sub-contractors or other Contracting Bodies for the same purposes.
  9. The Tenderer acknowledges and agrees that nothing contained within the ITT shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into any other contractual agreement.
  10. Any dispute (including non-contractual disputes or claims) relating to this Procurement shall be governed by and construed in accordance with the laws of England and Wales.
  11. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Procurement (including non-contractual disputes or claims).

1. **Further Competition Timetable**
   1. The timetable below may be changed by the Authority at any time. Changes to any of the dates will be made in accordance with the applicable procurement law. You will be informed of any timetable changes.

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Responsibility** | **Submit to:** |
| Invitation to Tenderers’ Conference | Not Applicable to this procurement |  |  |
| Date for confirmation of attendance at Tenderers’ Conference | Not Applicable to this procurement |  |  |
| Final date for  Clarification Questions  / Requests for additional information | 8 July 2021 | Tenderers | CCS eSourcing Tool |
| Final Date for Requests for Extension to return date3 | 8 July 2021 | Tenderers | CCS eSourcing Tool |
| The Authority issues Final Clarification Answers2 | 12 July 2021 | The Authority | All Tenderers |
| Tender Return | 22 July 2021 | Tenderers | CCS eSourcing Tool |
| Tender Evaluation | 29 July 2021 | The Authority | N/A |

1. **Completing and Submitting a Tender**
   1. To participate in this competitive tendering exercise, Tenderers are required to submit a Tender which fully complies with the instructions in this ITT.
   2. Tenderers are strongly advised to read through all documentation first to ensure they understand how to submit a fully compliant Tender.
   3. It is the Tenderer’s responsibility to ensure that a fully compliant Tender is submitted.
   4. Tenderers must ensure that they are using the latest versions of this document, as the documentation may be updated from time to time.
   5. Allow plenty of time for the entering your responses – do not leave it until the day of the Tender Submission Deadline.
   6. For technical guidance on how to complete questions and text fields, and how to upload any requested attachments please see CCS Supplier Guidance <https://crowncommercialservice.bravosolution.co.uk/web/login.html>
   7. No additional attachments should be submitted with a Tender unless specifically requested by the Authority.
   8. Only information provided in accordance with the Authority’s instructions will be taken into consideration for the purposes of evaluating a Tender.
   9. The Tender must be submitted in the English (UK) language.
   10. Tenderers must answer all questions accurately and as fully as possible, within any word / character limits if specified.
   11. Tenderers must not answer questions by cross referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.
   12. All Tenders must be received by the Authority before the Tender Submission Deadline.
   13. Tenders received after the Tender Submission Deadline may be considered irregular and therefore may be excluded from this Procurement.
   14. If Tenderers are prevented from submitting their Tender by the Tender Submission Deadline as a result of a technical issue with the Authority’s e-Sourcing Tool, they must contact the e-Enablement helpdesk (0345 010 3503) immediately. Depending on the issue, the Authority may then agree alternative arrangements / dates for Tender submission.
   15. Tenderers are responsible for ensuring that their Tender has been successfully completed prior to the Tender Submission Deadline.
   16. Tenderers must ensure they select the ‘Submit all draft bids’ icon in order for their response to be submitted. Failure to select this option will mean that the bid remains in a ‘draft’ status and will therefore not be considered.
   17. All Tenders must be submitted to the Authority using the e-Sourcing Tool. Tenders submitted by any other means will not be accepted.
   18. Tenderers may modify and resubmit a Tender at any time prior to the Tender Submission Deadline. Before the Tender Submission Deadline, Tenderers must satisfy themselves that the Tender has been submitted including all responses and attached any requested attachments, through the e-Sourcing Tool. Tenderers cannot modify a Tender after the Tender Submission Deadline.
   19. Tenders must remain valid and capable of acceptance by the Authority for a period of 90 calendar days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the exclusion of a Tender.
   20. Tenderers must not collude with nor disclose the fact of their intention to submit a Tender to other Tenderers.
   21. The Authority may disclose information provided by a Tenderer where there is express provision to do so in accordance with Regulation 21 (2).
   22. Should any exclusions, assumptions, dependencies or caveats apply to your Tender or any of the goods and/or services that you would provide when delivering the requirements, these should be clearly indicated in the relevant areas of the Tender.

1. **Questions and Clarifications**
   1. Tenderers may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Clarification Questions Deadline. The Tenderer may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to submitting their Tender.
   2. Questions must be submitted using the messaging facility provided within the e-Sourcing Tool.
   3. Questions of a technical nature relating to use of the e-Sourcing Tool should be directed to the e-Enablement Team in the first instance and may be raised at any time during the procurement process.
   4. To ensure that all Tenderers have equal access to information regarding this Procurement, the Authority will publish all its responses to questions asked and or clarifications raised by Tenderers in the e-Sourcing Tool.
   5. If Tenderers ask any questions and or raise clarifications Tenderers are asked not to refer to their identity in the body of the question or clarification.
   6. If a Tenderer wishes to ask a question or seek clarification in confidence they must notify the Authority and provide justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question or clarification. If the question and or clarification is not withdrawn, then the response will be issued to all Tenderers.
   7. Tenderers are responsible for monitoring the e-Sourcing Tool and the ‘Questions and Answers’ document in particular, for any responses to questions, general clarifications or other information issued by the Authority. Answers to such questions may contain important information that could affect how Tenderers complete their Tender.
   8. The Authority reserves the right to contact Tenderers at any time for clarification on all or any part of their Tender during this Procurement and which is likely to require a prompt response.
2. **Tender Evaluation Summary**
   1. The Contract will be awarded on the basis of the most economically advantageous tender. That is to say, when considering all the factors, the proposal that enables the Authority to achieve best value for money.
   2. The evaluation procedure is divided into the following key stages, which the Authority may nevertheless decide to run concurrently;

Commercial Evaluation – The Authority will check the Tender to ensure it is compliant with the ITT and that the responses are valid in accordance with the Commercial Evaluation Criteria. Non-compliant Tenders may be excluded from this Procurement by the Authority.

Financial Evaluation – The Authority will evaluate responses according the Financial Evaluation Criteria. This will be worth 50% of the total Evaluation Score.

Technical Evaluation – An Evaluation Panel provided by the Authority will assess the Tender responses in accordance with The Technical Evaluation Criteria. This will be worth 50% of the total Evaluation Score.

* 1. Any Tender which is considered non-compliant for any Commercial, Financial and Technical element or criteria may be excluded from the competition and not receive any Evaluation Scores.
  2. Scores will be rounded to two decimal places.
  3. The Technical Score will be added to the Financial Score to determine the “Evaluation Score” for each Tenderer. This will be calculated on a Technical/Financial split of 50%/50%.

*Example calculation, for information purposes only and based on maximum financial score of 50% and Technical score of 50% - figures for this procurement may differ.*

|  |  |  |  |
| --- | --- | --- | --- |
| ***Tenderer*** | ***Technical Score (maximum 50)*** | ***Financial Score***  ***(maximum 50)*** | ***Score Awarded (maximum 100)*** |
| *Tenderer A* | *35* | *50* | *85* |
| *Tenderer B* | *45* | *45* | *90* |
| *Tenderer C* | *40* | *25* | *65* |

1. **Commercial Evaluation Criteria**
   1. The Commercial Evaluation will assess if:

* the Tender was received by the due date and time. the Pricing Table, indicating the breakdown of prices, was submitted.
* any required delivery dates can be met.
* all Terms & Conditions have been accepted.
* the Statement of Good Standing was submitted.
* any other requested items were submitted. the Tenderer can meet the required delivery dates.
  1. A Tender may be considered non-compliant if: any of the items detailed above were not completed.

1. **Financial Evaluation Criteria**
   1. Tenderers are required to complete the Pricing Table.
   2. The Financial Evaluation will assess the Total Price the Tenderer has offered to deliver all the requirements set out in the Statement of Requirements.
   3. Prices should be provided for each item listed in the Pricing Table. The Total Price should be entered on the Pricing Table. This shall be the total maximum cost for the provision of all requirements (goods and/or services) detailed in the Statement of Requirement for the full maximum duration of the requirement, including any optional services and periods.
   4. The Total Price figure that will be used in the evaluation of Tenders shall be the total figure that is calculated from the prices Tenderers have provided for each item listed in the Pricing Table, for the full maximum duration of the requirement, including any optional services and periods.
   5. Tenderer is notified that when the contract is in place, payments for goods and/or services will be made after the goods and/or services have been fully delivered. For example, payment for purchase of an item will be made after it has been delivered and installed or payment for annual maintenance of a piece of equipment will be made at the end of the contract year during which the maintenance was undertaken.
   6. Where estimated Authority usage figures are shown on the Schedule of Requirements, the Total Price figure shall not be a guarantee of payments to be made under any resulting Contract
   7. A Tender will be considered non-compliant if:

* the Total Price is greater than the total available funding of £300,000 (including options); or
* the Tender does not indicate a total price; or
* the Tender has not provided prices for the all items in the Pricing Table.
  1. The Tenderer with the lowest total price (provided the tender is fully compliant) shall be awarded the maximum Financial Score available. The remaining Tenderers shall be awarded a percentage of the maximum Financial Score available, based on their price relative to the lowest price submitted.
  2. The calculation used is the following:

Lowest Price from a compliant Tender x maximum Financial Score available

Tenderers price

*Example calculation, for information purposes only and based on maximum financial score of 50% and Technical score of 50% - figures for this procurement may differ.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Tenderer*** | ***Price Submitted*** | ***Score Calculation*** | ***Maximum Score Available*** | ***Score Awarded*** |
| *Tenderer A* | *£1,000* | *(£1,000 / £1,000) x 50* | *50* | *50* |
| *Tenderer B* | *£1,100* | *(£1,000 / £1,100) x 50* | *50* | *45* |
| *Tenderer C* | *£2,000* | *(£1,000 / £2,000) x 50* | *50* | *25* |

1. **Technical Evaluation Criteria**
   1. The Technical Evaluation will assess how much confidence the Tender gives The Authority, that the Tenderer can meet and deliver the requirements set out in the Statement of Requirements.
   2. The response to each criteria will be given points in accordance with the table below:

|  |  |
| --- | --- |
| Pass | Fail |
| In the Authority’s opinion the tender response (where relevant to the criteria): | In the Authority’s opinion the tender response (where relevant to the criteria): |
| clearly details how the requirement will be met in full and sufficient evidence has been provided where required. | does not clearly detail how the requirement will be met in full and sufficient evidence has not been provided where required. |
| clearly shows that any required volumes, timescales, standards and support will be met. | Does not clearly show that any required volumes, timescales, standards and support will be met. |
|  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 100 – High Confidence  In the Authority’s opinion the tender response (where relevant to the criteria): | 70 – Good Confidence  In the Authority’s opinion the tender response (where relevant to the criteria): | 30 – Moderate Confidence  In the Authority’s opinion the tender response (where relevant to the criteria): | 0 – Low Confidence  In the Authority’s opinion the tender response (where relevant to the criteria): |
| addresses and demonstrates a thorough understanding of all elements of the requirement. | addresses and demonstrates an understanding of all elements of the requirement. | addresses and demonstrates an understanding of most of the elements of the requirement | does not address or demonstrate an understanding of most of or all of the requirement |
| provides a comprehensive, unambiguous and thorough explanation of how all of the requirement will be delivered. | provides sufficient detail and explanation of how all of the requirement will be delivered. | is weak in some areas and does not fully detail or explain how some elements of the requirement will be delivered. | does not demonstrate the ability to deliver some or all of the requirement. |
| details a thorough explanation of how the full volume of the requirement and all required timescales will be met. | shows sufficient ability to meet the full volume of the requirement and all required timescales. | indicates that most of the requirement will be met but may be lacking detail about volumes or timescales. | does not show that the volume of the requirement and the timescales will be met. |
| provides comprehensive details showing how all the requirements will be managed with sufficient resource allocated and support provided for the full duration. | provides sufficient information to show how all the requirements will be managed with adequate resource allocated and support provided for the full duration. | provides some details of how the requirements will be managed but leaves concerns about the resource and support provided.  . | does not provide details of how most or all of the requirements will be managed or that the required resource and support will be provided. |
| comprehensively details how the requirements will be assured and how all quality or standards expected will be met in full | sufficiently details how the requirements will be assured and how the quality or standards expected will be met in full | provides some details of how the requirements will be assured but leaves doubt about the quality or standards | does not demonstrate that the required standards or quality will be met. |
| has comprehensively considered risks to delivery of the requirement and thoroughly explained how they will be eliminated or mitigated | has considered risks to delivery of the requirement and adequately indicated how they will be eliminated or mitigated | has considered risks to some of the requirement but leaves concerns that there are risks that have not been considered or may not be mitigated | has identified and addressed few or no risks to delivery. |

* 1. The points achieved will be multiplied by the corresponding weighting to provide an overall criteria mark.
  2. When the mark for each question has been determined they will be added together to provide a total mark for the Technical Evaluation.
  3. The evaluators are considered to be Subject Matter Experts (SME) on the Statement of Requirements. If an individual criteria is evaluated by more than the one SME, The Authority will review the points allocated by the individual evaluators before facilitating a group consensus meeting. During the meeting, evaluators will discuss their independent points until they reach a consensus regarding the points that should be attributed to each Tenderers answer to the questions.
  4. Once all technical responses have been evaluated the individual marks attributed to each response, excluding any pass/fail criteria, will be added together to provide a total Technical Mark.
  5. A Tender will be considered non-compliant if:
* the Tender receives points which are below the threshold set for any individual criteria; or
* the Tender receives a Total Mark below 60; or
* the Tender receives a fail on any of the pass/fail criteria. The Tender does not indicate that all the requirements can be delivered.
  1. Tenderers ‘Technical Score’ shall be calculated as a percentage of the maximum Technical Score available, based of the total Technical Marks received.

The calculation used is the following:

Tenderers Total Marks x maximum Technical Score available

Total Marks Available

*Example calculation, for information purposes only and based on maximum financial score of 50% and Technical score of 50% - figures for this procurement may differ.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Tenderer*** | ***Total Marks*** | ***Score Calculation*** | ***Maximum Score Available*** | ***Technical Score Awarded*** |
| *Tenderer A* | *70* | *(70 / 100) x 50* | *50* | *35* |
| *Tenderer B* | *90* | *(90 / 100) x 50* | *50* | *45* |
| *Tenderer C* | *80* | *(80 / 100) x 50* | *50* | *40* |

* 1. The Technical evaluation questions/criteria that Tenderers should address within their Tender are:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Figure** | **Criteria** | **Points Available** | **Minimum Threshold** | **Points Awarded** | **Weight** | **Score Available** | **Score Awarded** |
| 1 | Potential Suppliers are required to outline their approach to undertake this requirement. This should confirm strength of technical capabilities, relevant organisational and governance design, interface management, training needs analysis process mapping and information flows. This should include a resource plan of the proposed team and where/how their time will be allocated, focused and measured. | 0, 30, 70 or 100 | 30 |  | 20.00% | 20.00 |  |
| 2 | Potential Suppliers are required to demonstrate how they would utilise their experience and ability to deliver the project at the scale, technical complexity, value and pace outlined. In particular, they should evidence how their capabilities would benefit and add value to the NC FMSP programme. | 0, 30, 70 or 100 | 30 |  | 20.00% | 20.00 |  |
| 3 | Potential Suppliers are required to outline their proposed project team; this should include CVs for team members who must have a demonstrable history of recent relevant experience in the Maritime Support environment. The relevant skills and experience of the proposed team should indicate why this makes them suitable for delivering this project. | 0, 30, 70 or 100 | 30 |  | 20.00% | 20.00 |  |
| 4 | Potential Suppliers are required to provide evidence within their proposal of where they have enabled, facilitated and delivered Maritime Support requirements, identifying where they are relevant to this contract. | 0, 30, 70 or 100 | 30 |  | 20.00% | 20.00 |  |
| 5 | Potential Suppliers are required to outline what they perceive to be the success criteria for this project and to identify potential risks and issues to delivery within the proposed timescales. | 0, 30, 70 or 100 | 30 |  | 10.00% | 10.00 |  |
| 6 | Potential Suppliers are required to specifically detail the Government Furnished Assets required to deliver their proposal and in the timescale detailed in their response. This must include any reliance on the provision of dedicated Authority human resources or ad-hoc subject matter expertise, including assumptions and dependencies. | 0, 30, 70 or 100 | 30 |  | 10.00% | 10.00 |  |
|  | Total Technical Score |  |  |  |  | 100 |  |

1. **Award Decision**
   1. Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Tenderer which offers the most economically advantageous Tender may be awarded a Contract.
   2. The Tender which receives the highest Evaluation Score, which is calculated as the highest combined Technical Evaluation Score and Financial Evaluation Score, provided the tender is considered fully compliant in all evaluation areas, shall be considered the most economically advantageous Tender.
   3. Where the Evaluation Score achieved by multiple Tenderers ranks them equally, then the Tenderer with the highest score for the Financial evaluation will be deemed the winner and awarded the Contract.
   4. Should the Tenderer ranked first decline to accept a Contract, then it may be offered to the next ranked compliant Tenderer until it has been accepted.
   5. A Contract award is subject to formal signature by both parties (including the satisfaction of any conditions precedent) providing all pre conditions are met e.g. certificates, statements and other means of proof’ where Tenderers have to this point relied on self-certification.

1. **Other Information**
   1. IR35 off payroll working rules are not considered to apply to this requirement unless the Winning Tenderer indicates that the personnel who will be used to deliver Services will not be employed through their payroll. In those circumstances, a relevant assessment will be raised..

A Cyber Risk Assessment is Not Applicable to this requirement.

**Statement of Requirements**

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# PURPOSE

# 1.1 This Statement of Requirement (SoR) serves as a standalone document detailing the output required by the Authority and to enable a tender response to be provided by potential suppliers.

# BACKGROUND TO THE AUTHORITY

# 2.1 The MSDF contracts with BAE Systems and Babcock currently provide the contractual mechanism through which RN complex warships, submarines and NBs are supported and operated. These contracts expire on 31 Mar 21 and the FMSP has been established to deliver the required scope of support from Apr 21 to ensure the RN is able to deliver its key strategic requirements and other global commitments. Under new FMSP arrangements the Authority must be able to better manage its contracts, and this requires an Operating Model (Op Model) resourced and mobilised to deliver the tactical, operational and strategic management functions and manage the required change and transition to new contract arrangements and drive delivery of the strategic benefits.

# BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

# 3.1 Over recent years, the Authority workforce has reduced in both capability and capacity and has been restructured significantly through various outsourcing and rebalancing initiatives. This has resulted in the Authority no longer being able to hold suppliers to account against its service delivery and contract performance leading to cost and performance issues and unacceptable levels of risk. The MSDF, predecessor to FMSP, has been operated with only minimal interface at NCHQ to deliver the required strategic customer functions. This LFE has provided the justification and reinforced the need for an NC CDT which will work to the SRO and provide NC with a focus for TLB ownership of delivery and compliance with the IAC approval, and a lead for performance governance and long-term planning on an integrated and whole-enterprise basis.

# DEFINITIONS AND ACRONYMS

|  |  |
| --- | --- |
| Expression or Acronym | Meaning |
| RN | Royal Navy |
| MOD | Ministry of Defence |
| MSDF | Maritime Support Delivery Framework |
| NCHQ | Navy Command Headquarters |
| NB | Naval Base |
| FMSP | Future Maritime Support Programme |
| NC CDT | Navy Command Capability Delivery Team |
| LFE | Learning From Experience |
| TLB | Top Level Budget |
| IAC | Investment Approvals Committee |
| IOC | Initial Operating Capability |
| FOC | Full Operating Capability |
| MI&R | Management Information and Reporting |
| SQEP | Suitably Qualified and Experienced Personnel |
| CP&F | Contract Purchasing & Finance |

# THE REQUIREMENT

## 5.1 Specialist support partner expertise is required to support the implementation of the NC CDT, building on the detailed design work undertaken during the FMSP Assessment Phase. The completed work will be captured in an NC CDT Operating Handbook which will set out how the strategic customer function will operate, having validated ways of working, processes and information flows via scenario testing and other techniques. The outcomes will need to ensure the NC CDT remains aligned and integrated with both FMSP and NCHQ Operating Models

## 5.2 Key workstreams and activities will need to be established to develop responsibilities

## workflow and information channels between the NC CDT, NCHQ Divisions and FMSP Central

## Team. These will include, but are not limited to, the following:

## a. Operational planning and programming, including NC dependencies.

## b. Performance management, including holding to account and realisation of strategic benefits.

## c. Transformation, including Op Model, MI&R, Workforce Planning and Strategic Supplier Partnering.

## d. Upskilling NC to operate FMSP, including training needs analysis.

# KEY MILESTONES

## 6.1 The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Description** | **Timeframe** |
| 1 | 1. Review and familiarise with FMSP Operating Model design and documentation. 2. Identify and develop ‘core’ workstreams and activities fundamental to NC CDT delivery at IOC. 3. Sentence remaining work strands/activities for implementation iaw transition timeline and availability of resource to support development. 4. Create NC CDT Implementation Plan of work to achieve IOC. 5. Produce ‘baseline’ NC CDT Operating Handbook with key processes and information flows required at IOC. | End Week 2 |
| 2 | 1. Develop NC CDT MI&R architecture, including (but not limited to) MIDAS, COMPASS, CIRIUS and CP&F. 2. Map processes and workflows to NC CDT MI&R architecture. 3. Produce 1st draft of NC CDT Operating Handbook 4. Describe in the NC CDT Operating Handbook how MI&R tools will work in NCHQ 5. Review alignment and integration with FMSP Op and NCHQ Operating Models. | End Week 8 |
| 3 | 1. Conduct NC CDT scenario testing and acceptance and adjust accordingly 2. Produce final version of NC CDT Operating Handbook 3. Produce next steps plan of work for NC CDT to achieve FOC. | End Week 12 (incl NC CDT Operating Handbook complete by no later than Week 10) |
| OPTIONS |  |  |
| 4 | 1. Optimise output at 1-3 above, expanding on development of responsibilities, workflow and information channels for ‘core’ workstreams. 2. Produce a needs analysis that will support the aim of upskilling NC users and stakeholders to operate MSP more effectively. | END WEEK 15 |
| 5 | 1. Further define/develop FMSP understanding and reporting of operational performance, outputs, finance, health and efficiencies. | **END WEEK 18** |

# 

# AUTHORITY’S RESPONSIBILITIES

# 7.1 The Authority will provide MoD IT and access to MoD sites, for the duration of the contract.

# REPORTING

## 8.1 A initial plan of work will be delivered to the Authority within 5 working days of commencement of contract. Weekly progress reports will be supported by ad-hoc reporting as required.

# CONTINUOUS IMPROVEMENT

9.1 The Supplier will be expected to continually improve the way in which the required NC CDT functions are to be delivered throughout the contract duration.

9.2 The Supplier will be expected to present new ways of working to the Authority during weekly Contract progress meetings.

9.3 The Supplier will be expected to make recommendations and seek the authority’s agreement, prior to any changes being implemented.

# SUSTAINABILITY

## N/A

# ACCREDITATION

## N/A

# STAFF AND CUSTOMER SERVICE

## The Supplier’s resources assigned to the contract shall have current knowledge of Maritime Support, organisation and process design and implementation skills and a deep understanding of NC and its ways of working. This is essential to delivering the required activities and outcomes within the period of the contract and in the context of limited NC SQEP resource available to support. These requirements underpin the requirement for a seamless transition from the detailed design to implementation in what is already a dynamic and heavily loaded FMSP schedule.

# SERVICE LEVELS AND PERFORMANCE

## The Authority will measure the quality of the Supplier’s delivery by:

Given the relatively narrow scope of activity required and specific nature of the deliverables above, delivery of outputs will be determined by weekly, sometimes daily, review of the deliverables and milestones as articulated in the [table] para 6.1. The delivery of key processes for IOC, the draft CDT Handbook and the plan for FOC, will act as the reference for the provider’s success against the deliverables.

# 

# SECURITY REQUIREMENTS

## 14.1 The supplier will comply with relevant Defence policies and procedures, including those related to security and working within NCHQ, as specified in the MOD DEFCONs in the Contract Document Terms and Conditions and relevant Defence Policy and Guidance.

## 14.2 All personnel assigned to this Contract **must** have SC clearance as a minimum at the point of Award. This **must** be retained throughout the Contract term.

## 14.3 Any data to be processed on behalf of the Authority must be done so within the UK with prior approval from the Authority.

# PAYMENT

15.1Payment mechanism will be CP&F.

# BASE LOCATION

16.1 The base location of where the Services required will be carried out will be NCHQ Portsmouth. In light of Covid-19, NCHQ staff are (at the present time) following government guidelines and working from home where possible. Supplier staff will be expected to comply with this policy and abide by site guidelines with regard to routines, social distancing and face coverings.

**Pricing Table**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Deliverables in accordance with Statement of Requirements** | | | | | | |
| **Item Number** | **Description** | **Delivery Date**  **(exact dates to be confirmed on contract award)** | **Unit of Measurement** | **Quantity** | **Firm Price (£) Ex VAT –**  **Per Item**  **(including any packaging, delivery and importing)** | **Firm Price (£) Ex VAT**  **-Total**  **(including any packaging, delivery and importing)** |
| 1 | Review and familiarise with FMSP Operating Model design and documentation.  Identify and develop ‘core’ workstreams and activities fundamental to NC CDT delivery at IOC.  Sentence remaining work strands/activities for implementation iaw transition timeline and availability of resource to support development.  Create NC CDT Implementation Plan of work to achieve IOC.  Produce ‘baseline’ NC CDT Operating Handbook with key processes and information flows required at IOC. | 1 September 2021 | Per Item | 1 |  |  |
| 2 | Develop NC CDT MI&R architecture, including (but not limited to) MIDAS, COMPASS, CIRIUS and CP&F.  Map processes and workflows to NC CDT MI&R architecture.  Produce 1st draft of NC CDT Operating Handbook  Describe in the NC CDT Operating Handbook how MI&R tools will work in NCHQ  Review alignment and integration with FMSP Op and NCHQ Operating Models. | 13 October 2021 | Per Item | 1 |  |  |
| 3 | Conduct NC CDT scenario testing and acceptance and adjust accordingly  Produce final version of NC CDT Operating Handbook  Produce next steps plan of work for NC CDT to achieve FOC. | 10 November 2021 | Per Item | 1 |  |  |
| 4 (option 1) | Optimise output at 1-3 above, expanding on development of responsibilities, workflow and information channels for ‘core’ workstreams.  Produce a needs analysis that will support the aim of upskilling NC users and stakeholders to operate MSP more effectively. | 1 December 2021 | Per Item | 1 |  |  |
| 5 (option 1) | Further define/develop FMSP understanding and reporting of operational performance, outputs, finance, health and efficiencies. | 22 December 2021 | Per Item | 1 |  |  |
| Quantities shown are expected numbers and not a guarantee of amounts required or due. Quantity ordered under the contract may differ dependent on The Authority requirements | | | | | **Total Price excluding Options** |  |
|  | | | | | **Total Price including Options** |  |

|  |  |
| --- | --- |
| **Item Number** | **Consignee Address (XY code only)** |
| All | HM Naval Base Portsmouth |
| **Item Number** | **Payment Schedule** |
| 1-5 | Payment to be made following delivery |

Dear Sir or Madam,

1. Thank you for your interest in the requirement.

2. You will be aware that the MOD expects its suppliers to maintain high standards of integrity and professionalism in their business dealings and adhere to the laws of the countries where they operate.

3. The MOD reserves the right to exclude a supplier from the procurement who has been convicted of any of the offences or misconduct listed in the Statement Relating to Good Standing.

4. The MOD therefore requires all potential suppliers to complete the Statement Relating to Good Standing. This requires a signature on behalf of the company to confirm that none of the matters referred to in the Statement (being different grounds for discretionary exclusion) apply to the supplier.

5. If any of the matters referred to in the Statement apply to a potential supplier, they must provide additional information on the circumstances, including any remedial action to prevent its recurrence. This additional information, excluding any supporting documentation, shall not exceed five (5) A4 pages in total.

6. You are required to report any final convictions or settlements for bid rigging, fraud, bribery, corruption or other dishonest irregularity in connection with procurement and if so, any measures that you have taken to prevent such behaviour happening again. Any evidence of such anti-competitive behaviour in relation to this procurement procedure could result in your disqualification from the procedure.

7. The Statement Relating to Good Standing should be signed on behalf of the legal entity seeking to contract for this requirement at Director Level or equivalent. Please return the signed Statement Relating to Good Standing and any additional information to the Authority no later than fourteen (14) calendar days from the date of this letter.

8. May I once again thank you for the interest you have shown in this requirement.

Yours faithfully

Mr T Liu

**The Statement Relating To Good Standing**

**Contract Title: Provision of External Assistance for Future Maritime Support Programme (FMSP)**

**Contract Number: 701570381**

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 or is a member of the administrative, management or supervisory body of [***insert potential supplier]*** has not been convicted of any of the following offences within the past 5 years:

a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;

b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

c. common law offence of bribery;

d. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;

e. any of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:

(1) the common law offence of cheating the Revenue;

(2) the common law offence of conspiracy to defraud;

(3) 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;

(4) fraudulent trading within the meaning of section 458 of the Companies Act 1985, Article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006;

(5) 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;

(6) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

(7) destroying, defacing or concealing of documents or procuring the extension 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;

(8) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or

(9) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

f. any offence listed:

(1) in section 41 of the Counter Terrorism Act 2008; or

(2) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;

g. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;

h. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;

i. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;

j. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;

k. an offence under section 59A of the Sexual Offences Act 2003;

l. an offence under section 71 of the Coroners and Justice Act 2009;

m. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

n. an offence under section 2 or 4 of the Modern Slavery Act 2015;

o. any other offence within the meaning of Article 57(1) of Public Contracts Directive –

(1) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland: or

(2) created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;

p. any breach of its obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any jurisdictions of the United Kingdom.

2. **[*Insert potential supplier]*** further confirms to the best of our knowledge and belief that within the last 3 years it:

a. has fulfilled its obligations relating to the payment of taxes and social security contributions of the country in which it is established or with those of any jurisdictions of the United Kingdom;

b. is not bankrupt or is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an agreement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

c. has not committed an act of grave professional misconduct, which renders its integrity questionable;

d. has not entered into agreements with other suppliers aimed at distorting competition;

e. Is not subject to a conflict of interest within the meaning of regulation 24;

f. has not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;

g. has not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;

h. is not guilty of serious misrepresentation in providing any information required by this statement.

i. has not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;

j. in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;

k. has fulfilled its obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in PPN 8/16 Annex C).

|  |  |
| --- | --- |
| 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** |  |