



Ministry
of Defence

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15 Oct 2021

Dear Sir / Madam

Invitation to Tender Reference 701785451

1. You are invited to tender for the PHASE 2 PROVISION OF CONSULTANCY SUPPORT TO DEVELOP AN EFFICIENCY PROGRAMME WITHIN THE ROYAL NAVY under Crown Commercial Services framework RM6187 Management Consultancy Framework 3 (MCF3), Lot 3 (Complex and Transformation)
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). Payment to be invoiced monthly in arrears for day rates provided at the grade/ price stipulated as per tender response.
4. For price evaluation, in addition to the Total Price at Page 16, a table containing maximum day rates for the personnel providing the services is required. This should be a cost breakdown of grade/ day rates/ number of days required to achieve the SoR, with a total Firm price stipulated. The pricing table is available via the ITT attachments and should be submitted within the DSP qualification envelope.
5. You should submit your Tender as soon as possible via the Defence Sourcing Portal.

Yours faithfully

Elizabeth Meatyard
Commercial Officer

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This invitation consists of the following documentation:

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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; |
| 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) | means this 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/ukxi/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; |
| 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; |

2. Introduction

2.1 This Procurement will establish a Supplier Contract for PHASE 2 PROVISION OF CONSULTANCY SUPPORT TO DEVELOP AN EFFICIENCY PROGRAMME WITHIN THE ROYAL NAVY. The Services are described in detail within the Statement of Requirements.

2.2 The contract will be for **6 weeks**.

2.3 This Contract will be between the successful Supplier and the Authority.

2.4 The Contract is being offered under the Crown Commercial Service RM6187 Management Consultancy Framework 3 (MCF3), Lot 3 (Complex and Transformation) Framework Agreement (reference RM6187 - Lot 3) Terms and Conditions which will govern any resultant Contract.

2.5 The Authority is managing this Procurement in accordance with the Public Contracts Regulations 2015.

2.6 This is a call off contract and as such the Authority cannot guarantee volumes of work.

2.7 This ITT contains the information and instructions the Tenderer need to submit a compliant Tender.

2.8 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.

2.9 The Terms of Participation will apply throughout this Procurement. They set out further rights and obligations which apply to Tenderers and the Authority.

3. Terms of Participation

3.1 The Tenderer shall abide by these Terms of Participation and any instructions given in the ITT.

3.2 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.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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

3.10 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.

3.11 If the Authority deems that the tender received in response to the ITT is not satisfactory, it reserves the right to terminate all or part of this Procurement.

3.12 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

3.13 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 willful omission or misrepresentation in its Tender.

3.14 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.

3.15 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.

3.16 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.

3.17 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.

3.18 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.

3.19 The Authority and/or the Agent does not accept responsibility for the Tenderers' assessment of the requirements of this Procurement.

3.20 The Tenderer is responsible at its own expense, for obtaining all information required to prepare its Tender.

3.21 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.

3.22 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.

3.23 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.

3.24 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.

3.25 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.

3.26 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.

3.27 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.

3.28 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.

3.29 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).

3.30 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.

3.31 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.

3.32 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.

3.33 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.

3.34 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.

3.35 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).

3.36 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.

3.37 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.

3.38 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.

3.39 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.

3.40 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.

3.41 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.

3.42 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).

4. Further Competition Timetable

4.1 Not required.

5. Completing and Submitting a Tender

5.1 It is the Tenderer's responsibility to ensure that a fully compliant Tender is submitted.

5.2 Tenderers must ensure that they are using the latest versions of this document, as the documentation may be updated from time to time.

5.3 Only information provided in accordance with the Authority's instructions will be taken into consideration for the purposes of evaluating a Tender.

5.4 The Tender must be submitted in the English (UK) language.

5.5 Tenderers must answer all questions accurately and as fully as possible, within any word / character limits if specified.

5.6 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.

6. Questions and Clarifications

6.1 The Tenderer may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to submitting their Tender.

6.2 The Authority reserves the right to contact the Tenderer 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.

7. Tender Evaluation Summary

7.1 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.

7.2 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.

Technical Evaluation – An Evaluation Panel provided by the Authority will assess the Tender responses in accordance with The Technical Evaluation Criteria.

7.3 Any Tender which is considered non-compliant for any Commercial, Financial and Technical element or criteria may be rejected.

8. Commercial Evaluation Criteria

8.1 The Commercial Evaluation will assess if:

- the required delivery dates can be met.
- all Terms & Conditions have been accepted.
- the Statement Relating to Good Standing was submitted.
- any other requested items were submitted.
- the Supplier Assurance Questionnaire (and Cyber Implementation Plan, if required) was submitted.

8.2 If the Tender does not meet all the requirements it may be considered non-compliant.

9. Financial Evaluation Criteria

9.1 The Financial Evaluation will assess the Total Price the Tenderer has offered to deliver all the requirements set out in the Pricing Table.

9.2 Prices should be provided for each item listed in the Pricing Table. The Total Price should be confirmed on Tender Annex A. 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.

9.3 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.

9.4 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.

9.5 A Tender may be considered non-compliant if the Total Price is greater than the total available funding of £200,000.00 or it has not provided prices for the all items in the Pricing Table.

9.6 For price evaluation, in addition to the Total Price at Annex A, a table containing maximum day rates for the personnel providing the services is required. This should be in the form of a cost breakdown of day rates/ number of days/ worker grades required to deliver the full scope of the Statement of Requirement. A table is provided within the DSP tender documents.

10. Technical Evaluation Criteria

10.1 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.

10.2 Technical evaluators are considered to be Subject Matter Experts (SME) on the Statement of Requirements.

10.3 A Tender may be considered non-compliant if it does not give The Authority confidence that it can deliver all requirements.

11. Award Decision

11.1 Following evaluation of the Tender in accordance with the evaluation process set out in this ITT, if the Tenderer offers the most economically advantageous Tender it may be awarded a Contract.

11.2 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.

12. Other Information

12.1 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 has been raised for this requirement under Risk Assessment Ref: 556451828. The associated Cyber Risk Profile is 'very low'.

Where a Cyber Risk Assessment has been raised, Tenderers must complete a Supplier Assurance Questionnaire against this Cyber Risk Assessment, on the form provided within the attachments area of this ITT, and submit a copy of the completed questionnaire and email from DCPD as part of the tender submission. Guidance notes are available within the PDF form.

Further guidance on the Cyber Risk process can be found in the Cyber Security Model Industry Buyer and Supplier Guide at

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/718566/20180203_Cyber_Industry_Buyer_and_Supplier_Guide_v2_1.pdf

If a Tenderers Supplier Assurance Questionnaire score does not meet the level set in the Cyber Risk Assessment, this does not prevent submission of a Tender. In those circumstances, a Cyber Implementation Plan should be completed as part of the tender submission, to demonstrate what actions will be taken to meet the required Cyber Risk level. Provided the actions and timescales were considered acceptable to The Authority, the Cyber Implementation Plan would then be included as a requirement in any resulting Contract.

Cyber Implementation Plan Template

| | |
|--|--|
| MOD contract number: | |
| CSM Risk Acceptance Reference: | |
| CSM Cyber Risk Profile: | |
| Name of Supplier: | |
| Current level of Supplier compliance: | |
| Reasons unable to achieve full compliance: | |
| Measures planned to achieve compliance / mitigate the risk with dates: | |
| Anticipated date of compliance / mitigations in place: | |

Statement of Requirements

PHASE 2 OF PROVISION OF CONSULTANCY SUPPORT TO DEVELOP AN EFFICIENCY PROGRAMME WITHIN THE ROYAL NAVY

EFFICIENCY AND PRODUCTIVITY PHASE 2

Scheme of Work

1.Oliver Wyman has supported Navy Command over a six-week period with its efficiency and productivity programme, culminating in the leadership workshop on 14 May 2021. During this workshop clear next steps were identified and agreed. This proposal sets out how Oliver Wyman proposes to support Navy Command (NC) over the next six weeks to build on this momentum and ensure key deliverables are made ready.

Approach

2.During Phase 1 we identified next steps with indicative timelines across the key opportunities. These were confirmed in the leadership workshop. In addition, the target operating model for efficiency across NC has been agreed and work is required to embed it.

OW will support NC over the six weeks in three key areas which require early deliverables: setting up a training customer to represent the front-line's views on skills required; establishing a delegation pilot at RNAS Culdrose; and implementing the efficiency operating model. As in Phase 1 we will work closely with the NEST and finance teams. We propose to continue the weekly progress meetings with DFin, including DNS as co-sponsors of the work.

Pricing Table

| Deliverables in accordance with Statement of Requirements | | | |
|--|---|--|-------------------------------------|
| Item Number | Description | Delivery Date (exact dates to be confirmed on contract award) | Firm Price (£) Ex VAT Total |
| 1 | Phase 2 Provision of Consultancy Support to Develop an Efficiency Programme Within the Royal Navy | Works commencement – Six weeks from contract award | |
| Day rates to be calculated as per agreed grade and quantity. | | | <div>Total Price</div> <div>£</div> |

| | |
|-------------|---|
| Item Number | Consignee Address (XY code only) |
| All | HM Naval Base Portsmouth |
| Item Number | Payment Schedule |
| 1,2 | Payments to be made via CP&F/ Exostar monthly in arears |

CONTRACT REFERENCE: 701785451**PRICING SCHEDULE**

The following table format is to be used in providing your bid, the rates that are used in this table will be those that are used in the delivery of the requirement and will form the contracted rates. All prices shall be submitted in Great British Pounds Sterling (£). Pricing cannot exceed your maximum framework prices. All pricing shall be **exclusive of VAT**.

| Grade/ Role | Total Days | % | Rate | Total Cost |
|-----------------------|-------------------|----------|--------------------|-------------------|
| Partner | | | | |
| Principal | | | | |
| Senior Manager | | | | |
| Manager | | | | |
| Consultant | | | | |
| | | | Total | |
| | | | Discount | |
| | | | Fixed Price | £ |

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,

Elizabeth Meatyard
Commercial Officer

The Statement Relating to Good Standing

Contract Title: PHASE 2 PROVISION OF CONSULTANCY SUPPORT TO DEVELOP AN EFFICIENCY PROGRAMME WITHIN THE ROYAL NAVY

Contract Number: 701785451

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).

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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 | |