



Ministry  
of Defence

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Armed Forces Recruiting Programme

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Tel:

Email: [REDACTED]

Our Reference:  
701577378

Date: [REDACTED]

**Invitation to Participate in Dialogue (ITPD) Reference No. 701577378**

Dear Sir/Madam,

1. You are invited to tender for the Armed Forces Recruiting Programme (AFRP) in competition in accordance with the attached documentation.
2. The AFRP requirement is responsible for delivering a single, common, tri-Service recruiting process for the Armed Forces.
3. The anticipated date for the Contract Award decision is April 2024 please note that this is an indicative date and may change.
4. You shall submit your Draft Outline Proposal to [REDACTED] by 12:00 GMT 29<sup>th</sup> July 2022 following Dialogue Round 1. Details of the subsequent stages in the Dialogue process and as to the submission of your Tender are further set out in this document.
5. Please confirm receipt of this ITPD via [REDACTED].

Yours faithfully,



# **The Armed Forces Recruiting Programme (AFRP)**

## **Invitation to Participate in Dialogue**

**Ref: 701577378**

**Version 1.0**

## Contents

This Invitation to Participate in Dialogue sets out the requirements that Bidders shall meet to participate in the Dialogue procedure for the Armed Forces Recruiting Programme (AFRP). It also contains the draft Agreement, Requirements of Response and further related documents and forms setting out the Authority's position with respect to the Competition.

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation to Participate in Dialogue. The DEFFORM 47 sets out the key requirements that Bidders need to meet in participating in dialogue and subsequently in submitting a valid Tender. It also sets out the conditions relating to this Competition. For ease it is broken into:
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The following Appendices/Annexes integral to this ITPD will be held and made available to Bidders via [REDACTED] together with this document:

- ITPD Annex B – Requirements of Response
- ITPD Annex C – Statement of Requirement
- ITPD Annex D - DEFFORM 539A – Bidders Commercially Sensitive Information Form
- ITPD Annex E - Competition Security Aspects Letter
- ITPD Annex F – DEFFORM 94 – Confidentiality Agreement
- ITPD Annex G - DEFFORM 702 – Acknowledgement of Confidentiality Obligations
- ITPD Annex H - AFRP Tender Financial Template
  - Appendix 1 to Annex H- AFRP Financial Template Supporting Information
- ITPD Annex I – Project Controls Log
- ITPD Annex J– Draft ISOP Pricing Response Template
- ITPD Annex K – The Authority's Affordability Profile
- ITPD Annex L – Conflict of Interest Agreement

- Draft Agreement Terms and Conditions
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  - Schedule 2 - Service Requirements
  - Schedule 3 - Authority Responsibilities
  - Schedule 4 - Supplier Matters
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  - Schedule 6 - Implementation and Testing
  - Schedule 7 - Financial Matters
  - Schedule 8 - Governance
  - Schedule 9 - Employment
  - Schedule 10 - Guarantee
  - Schedule 11 - Processing Personal Data
  - Schedule 12 - DEFCONs
  - Schedule 13 – Conflict of Interest Mitigation Plan
  - Appendix 1 to Agreement – DEFFORM 111 (Addresses and Other Information)

As part of this Competition the Authority intends to release Position Papers and Guidance Documents which can be found in the ITPD Data Room within [REDACTED] The Authority will open the data room at the same time as ITPD release. The Authority reserves the right to update, supplement or withdraw such Position Papers or Guidance Documents from time to time.

## **Section A – Introduction**

### **ITPD DEFFORM 47 Definitions**

In this ITPD words and expressions defined in the Agreement shall have the same meaning. The following words and expressions shall have the meanings given to them below:

- A1. “Affordability” has the meaning given to it at clause D38.
- A2. “Affordability Profile” means the Authority's Affordability constraints, comprising: Total Affordability Threshold; Annual Affordability Threshold; Minimum required expenditure on transition / transformation; Available Resource Departmental Expenditure Limit (RDEL); and Thresholds for different funding types (e.g., funding for change).
- A3. “Aggregate Compliance Threshold (ACT)” means the minimum Tender Confidence Score at which the Authority will consider entering into a contract with a Bidder.
- A4. “Aggregate Good Confidence Threshold (AGCT)” means the Tender Confidence Scores up to which the Authority is willing to pay significantly more for an improvement in the Tender Confidence Score above the ACT.
- A5. “Aggregate High Confidence Threshold (AHCT)” means the Tender Confidence Scores up to which the Authority is willing to pay more for an improvement in the Tender Confidence Score above the AGCT.
- A6. “Agreement” means a contract entered into between the successful Bidder or consortium members and the Authority, should the Authority award a contract as a result of this Competition.
- A7. “Annual Affordability Threshold” means the maximum funding that the Authority will make available to fund AFRS in each year of the Contract.
- A8. “Authority” means the Secretary of State for Defence.
- A9. “Authority Cost” means Cost to the Authority of the Bidder's proposed Response, based on Tender Price, plus Retained Risks and Retained Costs.
- A10. “Bidder” means the economic operator submitting a response to this ITPD and in due course to the ITSFB. Where “you” is used this means an action on you the Bidder.
- A11. “Bidder Entities” means the Bidder, any subsidiary of the Bidder and any subsidiary of a holding company of the Bidder (all as defined in Companies Act 2006) which will be involved in performing the Agreement.
- A12. “Competition” means the procurement process by which the Authority may award the Agreement.
- A13. “Compliance Regime” is a legally enforceable set of rules, procedures, physical barriers, and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.
- A14. “Compliance Threshold (CT)” means the minimum Level 3 ROR score at which the Authority will consider entering into a contract with a Bidder.
- A15. “Conditions of Tendering” means the conditions set out in this ITPD that govern the Competition.
- A16. “Conflict of Interest (COI)” means the situation in which a natural person or entity may, in pursuing an interest (being it a commitment, obligation, duty, or goal), directly or indirectly damage another competing interest (being it a commitment, obligation, duty, or goal).
- A17. “Consortium Arrangements” means a group of economic operators who have come together specifically for the purpose of bidding for or performing the Agreement, as identified by the Bidder in its PQQ response.
- A18. “Cost” has the meaning given in Schedule 7.1 (Charges and Invoicing) of the Agreement.
- A19. “Cyber Security Model” means the model defined in DEFCON 658.
- A20. “Data Room” means the virtual data room set up at the web address specified at clause F35.
- A21. “Dialogue” means the process of competitive dialogue being conducted by the Authority with the Bidders under this Competition.

- A22. "Draft Agreement Terms and Conditions" means the attached conditions including any schedules, annexes and appendices that will govern the Agreement entered into between the successful Bidder and the Authority, should the Authority award a contract as a result of this Competition.
- A23. "Expected Authority Cost" has the meaning given to it at clause D42.
- A24. "Government Furnished Information" means information or data issued or made available to the Contractor in connection with the Agreement by or on behalf of the Authority.
- A25. "ITPD" means this Invitation to Participate in Dialogue.
- A26. "ITPD Documentation" means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications, and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITPD, participating in the Dialogue, or submitting Tenders.
- A27. "ITPD Material" means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITPD, participating in the Dialogue, or submitting Tenders.
- A28. "ITSFB" means the Invitation to Submit Final Bid.
- A29. "MEAT Score" means what the Authority would be willing to pay for an equivalent tender at the Aggregate Compliance Threshold. Calculated based on the Tender Confidence Score and the Net Present Value of the proposed Response's Authority Cost.
- A30. "Most Economically Advantageous Tender (MEAT)" means the basis by which the preferred Bidder will be selected.
- A31. "Net Present Value (NPV)" means the present value of the Authority Cost, used for the purposes of determining MEAT Scores.
- A32. "Retained Costs" means discrete costs associated with a Bidder's proposed Response that the Authority is likely to incur in fulfilling its obligations and responsibilities under the Agreement.
- A33. "Retained Risks" means those risks that the Authority assesses it will retain as a consequence of the Bidders' proposed Response.
- A34. "Requirements of Response (ROR)" means the document at Annex B to this ITPD setting out the contents of the Technical and Commercial Response Bidders shall provide and the evaluation criteria which will be used to assess such Responses. The Requirements of Response are provided in draft form and they (but not the evaluation criteria) may be updated from time to time during the Competition.
- A35. "Statement of Requirement" means the Service Requirements for AFRP which will be included in the Agreement as Schedule 2.1.
- A36. "Sub-contract" means any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof.
- A37. "Sub-contractor" means any third party with whom:
- a. the Supplier enters into a Sub-contractor; or
  - b. a third party under (a) above enters into a Sub-contract; or
  - c. the servants or agents of that third party.
- A38. "Sub-Contracting Arrangement" means a group of economic operators who have come together specifically for the purpose of bidding for the Agreement, where one of their number will be the party to the Agreement with the Authority, the remaining members of that group being Sub-contractors to the lead economic operator.
- A39. "Supplier" means the successful Bidder.
- A40. "Supplier Deliverables" means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Supplier is required to provide under the Agreement.

- A41. "Tender" is the offer that a Bidder will make to the Authority following conclusion of the Dialogue and in response to the ITSFB.
- A42. "Tender Confidence Score (TCS)" means the Authority's level of confidence in the Tender submission based on technical and commercial evaluation.
- A43. "Tender Price" means the price to the Authority of delivering the SOR and other contractual obligations as submitted in the Final Tender Financial Template.
- A44. "Third Party" is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Bidder, or their respective employees.
- A45. "Total Affordability Threshold" means the maximum aggregate funding that the Authority will make available to fund AFRS over the duration of the Contract.
- A46. [NOT USED]

### **Interpretation**

- A47. In the event of any inconsistency between the provisions of this ITPD and any previously issued information, the provisions of this ITPD shall prevail. Save to the extent expressly referenced herein, the ITPD supersedes all previous documents and information that has been issued to Bidders. Bidders shall clarify any inadvertent inconsistencies.

### **Purpose**

- A48. The purpose of this ITPD is to invite you to participate in the next stage of the Competition, namely the dialogue stage, to set out the Authority's award criteria and to give you early notice of the contents of the Tender you will be required to submit in response to the ITSFB. Accordingly, this documentation explains and sets out the:
- a. tender process and timetable for the next stages of the Competition;
  - b. instructions and conditions that govern this Competition;
  - c. information you shall include in Draft/Outline Proposals and in your Tender and the required format;
  - d. administrative arrangements for the receipt and feedback on Draft Outline Proposals and Outline Proposals and Tenders; and
  - e. Agreement Terms and Conditions that shall apply in the event that the Authority awards an Agreement following this Competition.
- A49. The sections in this ITPD and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.
- A50. The Armed Forces Recruiting Programme requirement is for recruitment services, advertised by the Authority via Find a Tender dated [REDACTED] September 2021 under reference 2021/S 000-023623, and follows the submission and evaluation of the Pre-Qualification Questionnaire (PQQ) responses. The Authority is conducting this Competition using the Competitive Dialogue Procedure under the Public Contracts Regulations 2015, to which this ITPD is subject.
- A51. Following completion of the supplier selection stage, the Bidders invited by the Authority to respond to this ITPD (in no particular order) are:
- a. [REDACTED]
  - b. [REDACTED]
  - c. [REDACTED]
  - d. [REDACTED]

### **ITPD Documentation and ITPD Material**

- A52. ITPD Documentation, ITPD Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third Party owners and are released solely for the purposes of enabling you to participate in the Competition, submit a Draft Outline Proposal or Outline Proposal and/or Tender. You shall:
- a. take responsibility for the safe custody of the ITPD Documentation and ITPD Material;



- b. not copy or disclose the ITPD Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITPD;
  - c. seek written approval from the Authority if you need to provide access to any ITPD Documentation or ITPD Material to any Third Party;
  - d. abide by any reasonable conditions imposed by the Authority in giving its approval under subparagraph d, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
  - e. accept that any further disclosure of ITPD Documentation or ITPD Material (or use beyond the original purpose), or further use of ITPD Documentation or ITPD Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
  - f. inform the Authority's Single Point Of Contact (SPOC) detailed at paragraph F39 of this ITPD if you decide not to submit an Outline Proposal or Tender or to withdraw from the Competition;
  - g. immediately return all ITPD Documentation, ITPD Material and derived information of an unmarked nature, shall you withdraw from the Competition, or if you are notified by the Authority that your Tender has been unsuccessful; and
  - h. consult the Authority's SPOC detailed at paragraph F39 of this ITPD to agree the appropriate destruction process if you are in receipt of ITPD Documentation and ITPD Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.
- A53. Some or all of the ITPD Documentation and ITPD Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94 provided in Annex F of this ITPD. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A52 above. You are required to complete and return DEFFORM 94 and DEFFORM 702 prior to commencement of Round 1 of the Dialogue.
- A54. The documentation listed below comprises the documentation for the Armed Forces Recruiting Programme Contract released at the same time as the ITPD. Bidders are requested to check that all of the documentation listed has been received. In the event that a Bidder considers the documentation has not been received, or believes extracts are missing, they are to notify the Authority SPOC at paragraph F39 of this ITPD.

<b>Document</b>
Invitation to Participate in Dialogue (Annexes A-L inclusive)
Draft Agreement Terms and Conditions (Schedules 1-13 and Appendix 1 to Agreement inclusive)
Position Papers & Guidance Documents

- A55. During the Competition, the ITPD Documentation and/or the individual documents within the Data Room may be revised, withdrawn or added to by notice to the Bidders.
- A56. It is the responsibility of the Bidder to ensure it refers to the current document and that no part or part page is missing or duplicated.
- A57. Bidders are required to acknowledge receipt of any amendments to the ITPD Documentation via [REDACTED] within five (5) working days of the date of the issue of the amendment.

## **Tender Expenses**

- A58. Bidders shall be solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of this process. Under no circumstances will the Authority, or any of its advisers, be liable for any costs or expenses in this process borne by Bidders, consortium members, Sub-contractors, any other organisation relied upon, or advisers. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

## **Consortia and Sub-Contracting Arrangements**

A59. The Authority requires all Bidders to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender and specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Bidders to identify the entity that will be the party to the Agreement with the Authority.

## **Material Change of Circumstances following PQQ Evaluation**

A60. You shall inform the Authority in writing as soon as you become aware of:

- e. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;
- f. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or
- g. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and
- h. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:
  - i. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;
  - ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;
  - iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and
  - iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.
- i. any material change to the make-up of the Bidder or Bidder Entities, including:
  - i. the form of legal arrangement by which the Bidder Entities will be structured;
  - ii. the identity of Bidder Entities;
  - iii. the intended division or allocation of responsibilities within or between the Bidder Entities; or
  - iv. any change in control of any Bidder Entity.

A61. If a change described in paragraph A60 occurs, the Authority may reassess you against the PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided.

A62. In relation to a change described in paragraph A60, as far as is reasonably practicable, you shall discuss any such proposed changes with the Authority before they occur and you shall additionally highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement.

A63. The Authority reserves the right, at its sole discretion to disqualify any Bidder who makes any material change to any aspects of its responses to the PQQ if:

- j. it fails to re-submit to the Authority the updated relevant section of its PQQ response providing details of such change in accordance with paragraph A60 as soon as is reasonably practicable and in any event no later than five (5) business days following request from the Authority; or
- k. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting Bidders to participate in the Dialogue, the Bidder would not have pre-qualified.

A64. The Authority reserves the right to re-apply the assessment criteria of the PQQ, including the economic and financial standing assessment, at any time throughout this Competition using additional information,

evidence, clarification, or documents. As a minimum, the Authority intends to re-apply these tests immediately prior to closing Dialogue and again with the preferred Bidder immediately prior to Agreement Award. If, as a result of such re-assessment, the Bidder would no longer have pre-qualified the Authority reserves the right to disqualify such Bidder.

## Agreement Terms and Conditions

- A65. The Draft Agreement Terms and Conditions schedules 1-13 and Appendix 1 to the contract inclusive are a tailored version of the Model Services Contract and are referenced within the contents of this ITPD.
- A66. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the [REDACTED] ([REDACTED]).

## Other Information

### The Armed Forces Covenant

- A67. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.
- A68. The Covenant is based on two principles:
- l. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
  - m. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.
- A69. The Authority encourages all Bidders, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.
- A70. The Armed Forces Covenant provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.
- A71. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the [website](#).

Email address: [REDACTED]

Address: Defence Relationship Management  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

- A72. Paragraphs A67-A71 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

### External Advisors

- A73. The Authority is supported by external advisors or service providers. These companies are regarded as integral parts of the project team and will therefore have access to a variety of both internal data and Bidder information. The advisors currently appointed are:

Advisors	Responsibilities
[REDACTED]	Programme Support
[REDACTED]	Programme Support
[REDACTED]	Programme Support
[REDACTED]	[REDACTED] Software

[REDACTED]	Legal
[REDACTED]	Insurance/Leases

A74. The Authority reserves the right to engage from time to time with such other external advisors as it considers necessary.

### **Armed Forces Recruiting Programme Requirement**

A75. Requirement information detailing the aim of the competition, the scope of the requirement and environmental factors is available within the Position Papers and Guidance Documents held in the ITPD Data Room in [REDACTED] and the Statement of Requirement in Annex C of this ITPD. The Authority reserves the right to amend or supplement the requirement information.

### **Social Value**

A76. The Authority is committed to delivering social value outcomes as part of this procurement, consistent with [Public Procurement Policy Note 06/20](#) and associated guidance. The Authority will explicitly evaluate social value as part of Bidders technical responses, as set out in Section D (Evaluation) and Annex B (Requirements of Response) of this document.

### **Carbon Reduction**

A.78 The Authority is committed to continuing its efforts to reduce greenhouse gas emissions, consistent with [Public Procurement Policy Note 06/21](#) and associated guidance. The Authority will require Bidders to provide a Carbon Reduction Plan confirming the supplier's commitment to achieving Net Zero by 2050 in the UK and setting out the environmental management measures that they have in place and which will be in effect and utilised during the performance of the contract.

## Section B – Key Tendering Activities

The table below sets out the key dates for this Competition as currently anticipated. Please note these are subject to change.

<b>Stage</b>	<b>Date and Time</b>	<b>Initiated By</b>	<b>Submit to:</b>
Contract Notice	[REDACTED]	The Authority	[REDACTED]
PQQ Release	[REDACTED]	The Authority	[REDACTED]
Industry Day	[REDACTED]	The Authority	[REDACTED]
Final date for PQQ Clarification Questions	[REDACTED]	Bidders	[REDACTED]
PQQ Submission	[REDACTED]	Bidders	[REDACTED]
Invitation to Participate in Dialogue (including Invitation to Submit Draft Outline Proposal (Draft ISOP))	[REDACTED]	The Authority	[REDACTED]
Start Up Programme	[REDACTED]	The Authority	Bidders
Site Visits	[REDACTED]	The Authority	N/A
Dialogue Round 1	[REDACTED]	The Authority	Bidders
Final Date for Clarification Questions (Round 1)	[REDACTED]	Bidders	[REDACTED]
Submission of Draft Outline Proposal	[REDACTED]	Bidders	[REDACTED]
Invitation to Submit Outline Proposal (ISOP)	[REDACTED]	The Authority	[REDACTED]
Dialogue Round 2	[REDACTED]	The Authority	Bidders

Stage	Date and Time	Initiated By	Submit to:
Final Date for Clarification Questions (Round 2)	21 <sup>st</sup> October 2022	Bidders	[REDACTED]
Submission of Outline Proposal	28 <sup>th</sup> October 2022	Bidders	[REDACTED]
Dialogue Round 3	12 <sup>th</sup> December 2022 – 17 <sup>th</sup> February 2023	The Authority	Bidders
Invitation to Submit Final Bid (ITSFB)	20 <sup>th</sup> February 2023	The Authority	[REDACTED]
Final date for Clarification Questions	17 <sup>th</sup> March 2023	Bidders	[REDACTED]
Submission of Final Bid	31 <sup>st</sup> March 2023	Bidders	[REDACTED]
Contract Award	April 2024	The Authority	N/A

## Start Up Programme

B1. The Start Up Programme will commence on [REDACTED] 2022 and run until [REDACTED] 2022.

B2. The Start Up Programme will be held in person. Day 1 will be held at [REDACTED], [REDACTED], [REDACTED], [REDACTED], SO21 2RG and Days 2-5 will be held at [REDACTED]. The exact location will be provided to all bidders before Start Up Programme Commencement. The Start Up Programme will provide key insight to the Competition process, the Authority's requirements and the expected topics and structure of Dialogue. A copy of the presentations will be issued to all Bidders regardless of attendance.

## Overview

B3. The Authority will conduct three Rounds of Dialogue. At the end of the first Round, Bidders will be required to submit a Draft Outline Proposal. At the end of the second Round, they will be required to submit an Outline Proposal. Through the course of the Competition, the Authority will make available to Bidders further information on dialogue activities such as the logistics, conduct and content of dialogue sessions via the Data Room. The Bidder Briefing Pack will be issued via the Data Room. This sets out the logistics for Round 1.

B4. At the end of Round 3, the Authority will issue an Invitation to Submit Final Bid (ITSFB) on [REDACTED] 2023 which will instruct Bidders on the final requirements for submitting a Tender. Bidders shall be required to submit their Tenders at the end of Round 3. The Tender shall consist of a Technical and Commercial Response (details of which can be found in the Requirements of Response, Annex B to this ITPD) and a Financial Response, details of which can be found at E10(c). The Draft Outline Proposal and the Outline Proposal shall each be interim versions of the Tender and details as to their required content can be found in Section C.

## Section C - Instructions on Participating in Dialogue

### Purpose

C1. The purpose of this Section C is to set out the requirements of Bidders participating in Dialogue prior to the issuance of the ITSFB. It also details changes to the Competition process, how you shall communicate with the Authority, and the procedure for dealing with any Clarification Questions Bidders wish to raise.

### Competition Objectives

C2. The Authority's objective is to achieve a strong competitive process by inviting good quality suppliers to participate in Dialogue and demonstrate best value through the collaborative approach fostered within the Dialogue process. The Dialogue process is summarised with indicative timescales in Section B and will include 3 rounds of Dialogue.

C3. The three Rounds are defined as:

- a. As part of this ITPD, the Authority has released the Invitation to Submit Draft Outline Proposals (Draft ISOP). Round 1 is expected to take place between [REDACTED] May 2022 – [REDACTED] July 2022 and is intended to enable Bidders to develop Draft Outline Proposals.
- b. At the beginning of Round 2, the Authority will release the Invitation to Submit Outline Proposals (ISOP). Round 2 is expected to take place between [REDACTED] August 2022 – [REDACTED] October 2022 and will build upon feedback from Draft ISOP and is intended to enable Bidders to develop Outline Proposals.
- c. At the end of Round 3 the Authority will release the Invitation to Submit Final Bid (ITSFB). Round 3 is expected to take place between [REDACTED] December 2022 – [REDACTED] February 2023 and will build on feedback from ISOP, focus on the finalisation of Bidders' responses and is intended to enable the Bidders to prepare for the submission of Final Tenders.

C4. Feedback will be given on the Draft Outline Proposal and on the Outline Proposal whereas the Final Tender will be evaluated in accordance with Section D.

C5. The content and structure of each Round of Dialogue will be communicated in more detail ahead of each Round of Dialogue but topics will look to focus on key areas of Response uncertainty or immaturity and will be tailored to each bidder.

C6. Each Dialogue Round will differ in the terms of the required depth of Bidder response and of Authority feedback provided to the Bidder. Expectations for each of these are set out below:

### Round 1. Period leading up to the receipt of Draft Outline Proposals

C7. The Bidder Briefing Pack for Round 1 will be provided to Bidders in the Data Room before the inception of Round 1. This will include a schedule that sets out the topics that will be covered during each dialogue session.

C8. Additional Finance, Commercial and Digital dialogue sessions will run at parallel to the core schedule. Details of these sessions will be provided in the Bidder Briefing Pack.

C9. Additional Digital dialogue sessions have been designed to support Bidders in developing technical responses to the Digital and Data Requirements of Response. The sessions have been designed to provide a suitable level of granularity to enable Bidders to prepare for Final Tender responses and contribute to digital implementation risk mitigation. This activity will include; provision of a sandbox environment to Bidders, security accreditation groundwork, Government Alpha Service Standard pre-work, and engagement with Defence Digital SMEs. Further information on the additional Digital dialogue sessions will be provided in the Bidder Briefing Pack.

### Draft ISOP

C10. Bidders are invited to submit a Draft Outline Proposal at the end of Round 1 of Dialogue, [REDACTED] July 2022. The Authority recommends that Bidders work on their Draft Outline Proposal from

the commencement of dialogue Round 1. For Draft ISOP, Bidders are invited to submit a Technical and Commercial Response that consists of:

- a. Written responses to each of the Requirements of Response at Annex B of this ITPD, noting that Responses will be a maximum of 2 pages each. Bidders are expected to focus on key principles in their responses. Bidders are also invited to submit an additional maximum 1 page for each ROR that sets out key areas of uncertainty or risk that require further dialogue.
- b. A Master Data Assumptions List (MDAL) and Risk Register that supports their Response in the required Project Controls template within Annex I to this ITPD.
- c. A full mark-up of the draft Agreement and its accompanying Schedules in accordance with the instructions which will be provided in the Bidder Briefing Pack.

C11. Bidders are also invited to provide a Pricing Response that consists of:

- a. A 'Rough Order of Magnitude' Price for their Response. This shall be submitted by completing the Draft ISOP Pricing Response Template provided in Annex J of this ITPD. The price submission shall include:
  - i. A narrative indicating the material areas of uncertainty (either in cost or the Bidder's Technical and Commercial Response); and
  - ii. Areas of risk within the Price that Bidders are seeking to remove by Final Tender.
- b. A Cost Data Assumptions List (CDAL) that supports their Pricing Response.

C12. The Authority will provide Bidders with feedback to their Technical and Commercial Responses. This feedback will be provided in a summary feedback form for the ROR responses submitted. The feedback has been designed for the Authority to provide Bidders with its feedback on the level of confidence it has in the Bidders delivering against each ROR based solely on their draft outline proposal. This is not a formal evaluation exercise.

C13. The additional 1 page per ROR to set out areas of uncertainty, MDAL, Risk Register, Contract Schedules mark up and ROM financial template are provided for information only and will be utilised to inform future dialogue sessions.

## **Round 2. Period leading up to receipt of Outline Proposals**

C14. At the beginning of Round 2, the ISOP will be provided to Bidders via [REDACTED]. This will include the full requirements for Outline Proposals.

C15. As articulated in the ISOP provided at the start of Round 2, Bidders will be expected to submit an Outline Proposal at the end of Round 2. For ISOP Bidders will be invited to submit a Technical and Commercial Response that consists of:

- a. Written responses to each of the Requirements of Response at Annex B to this ITPD, noting that Responses will be at the full stated page length.
- b. A Master Data Assumptions List (MDAL) and Risk Register that supports their Response in the required Project Controls template within Annex I to this ITPD.
- c. A full mark-up of the draft Agreement and its accompanying Schedules in accordance with the instructions which will be provided in the ISOP (this may include a revised baseline of the terms).

C16. At this stage in Dialogue, Bidders will also be expected to provide a Pricing Response that consists of:

- a. A fully completed Financial Template provided in Annex H to this ITPD, consistent with the instructions at Section E of this document.
- b. A draft cost model, consistent with the instructions at Section E of this document.
- c. A Cost Data Assumptions List (CDAL) that supports their Pricing Response.

C17. The Authority will provide Bidders with feedback to their Technical and Commercial Responses. This feedback will be provided in detailed feedback forms for the ROR responses submitted. The feedback has been designed for the Authority to provide Bidders with its feedback on the level of confidence it has in the



Bidders delivering against each ROR. This is not a formal evaluation exercise.

### **Round 3. Period leading up to receipt of Final Tenders**

C18. At the beginning of Round 3, the ITSFB, including the Final Tender Financial Template will be provided to Bidders via [REDACTED]. This will include final requirements for the contents of the Technical and Commercial Response and for the Pricing Response.

C19. For ITSFB, Bidders shall be expected to submit a full Technical and Commercial Response and a Pricing Response in line with the requirements of the ITSFB document and Requirements of Response at the close of dialogue. The Authority will close the dialogue when it considers Authority and Bidder positions are clear and no longer subject to change.

C20. The expected required contents of Tenders are set out in Section E, but the Authority reserves the right to amend or supplement its Requirements of Response and/or its Tender requirements in the ITSFB.

C21. Once received (and after any required clarifications), the Authority will evaluate Tenders in line with the approach set out in Section D and Annex B and notify Bidders of its Award decision as set out in Section F.

### **Format of documents released**

C22. The ITSFB, Guidance Documents to aid Bidders in the preparation of Tender responses, and the Appendices/Annexes integral to this ITPD will be held and made available to Bidders within [REDACTED], the online software tool.

C23. Bidders shall submit Tenders in accordance with Section E.

C24. The Authority reserves the right to make whatever changes it sees fit at any time to the structure or content of the Competition process. Examples might include, without limitation: changing whether any particular requirement is essential from Services Commencement Date ("SCD"), or is only essential from Full Service Implementation ("FSI"); or adjusting evaluation, so that the provision of services during the period from SCD to FSI remains outside the evaluation process, but is a factor when evaluating the robustness of the Bidder's transition planning.

### **Transparency and Consistency in the Competition Process**

C25. The Authority will ensure equality of treatment amongst Bidders and will not provide information in a discriminatory manner which may give some Bidders an advantage over others. The intention throughout the Competition process will be to ensure that the processes and information are both transparent and understood by all the Bidders.

C26. In Dialogue, the Authority will record and produce a set of brief notes which will be issued to each Bidder. Where issues arise, or agreement is reached on points during dialogue which are relevant to all Bidders, these will be communicated to all other Bidders in a non-attributable format at the same time using the clarification process detailed in Section F, paragraphs F45-F52, and may result in the issue of revised versions of relevant documents.

## Section D – Tender Evaluation

### Purpose

D1. In accordance with the Authority's Contract Notice advertised on the Find a Tender service dated [REDACTED] September 2021, under publication reference 2021/S 000-023623, the Tenders will be evaluated to determine the Most Economically Advantageous Tender (MEAT). This section of the ITPD sets out the stages in evaluating Tender responses, the Evaluation Criteria that apply at each stage, and the methodology used.

D2. Section C (Instructions for Preparing Tenders) of this ITPD sets out the detail of the documentation required to be submitted by Bidders and Section E (Instructions for Submitting Tenders) sets out the process for submitting and uploading Tenders to [REDACTED].

D3. Tenders shall be submitted by the stipulated Tender Return date and time in order to be evaluated in accordance with this Section D (Tender Evaluation) and subject to the provisions of D13.

### Tender Evaluation Process

D4. The six stages in the evaluation process are summarised in the diagrams at Figures 1 and 2 below. The Authority may undertake some stages of the evaluation process concurrently. Each stage in evaluation is detailed below.

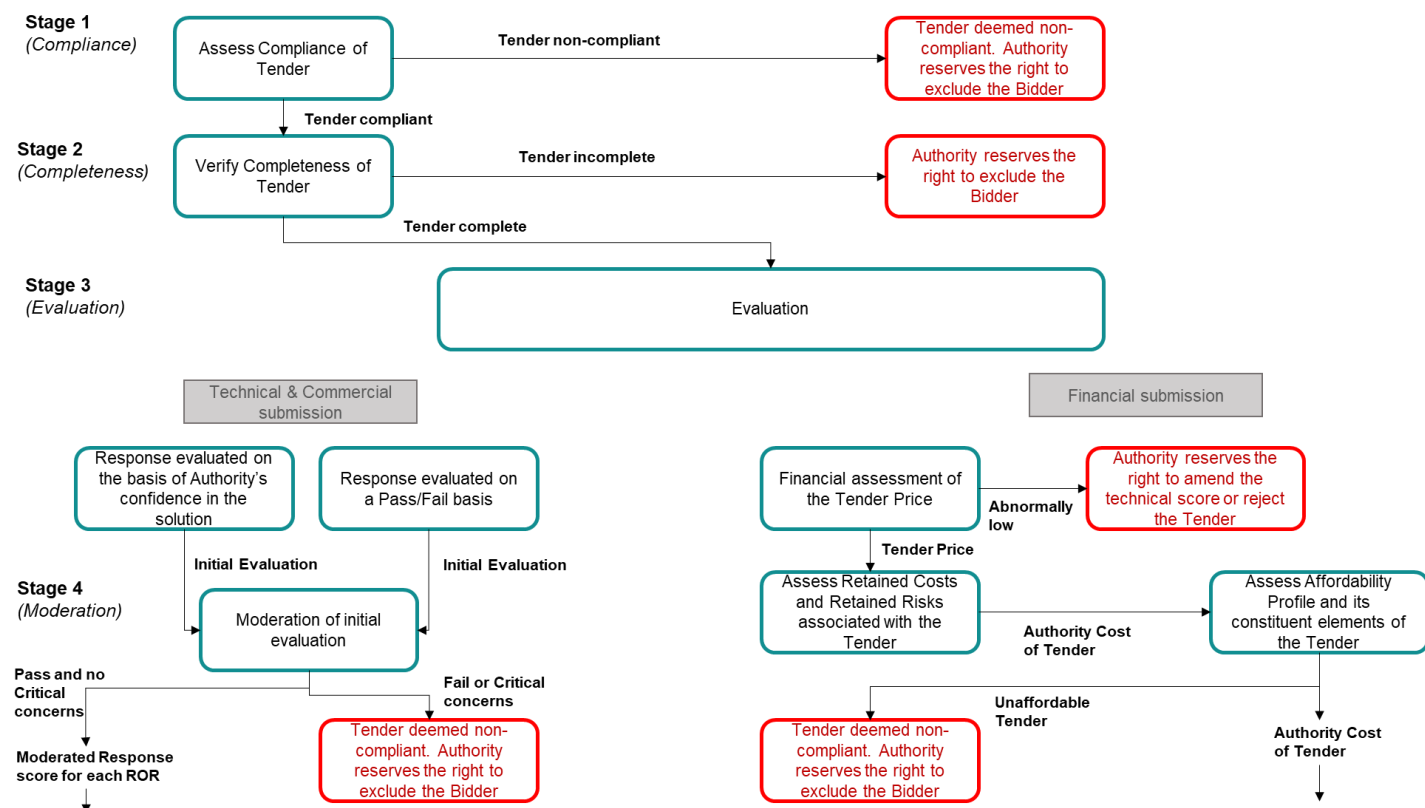


Figure 1 Flow diagram to illustrate the Tender evaluation process – stages 1 to 4 (part)

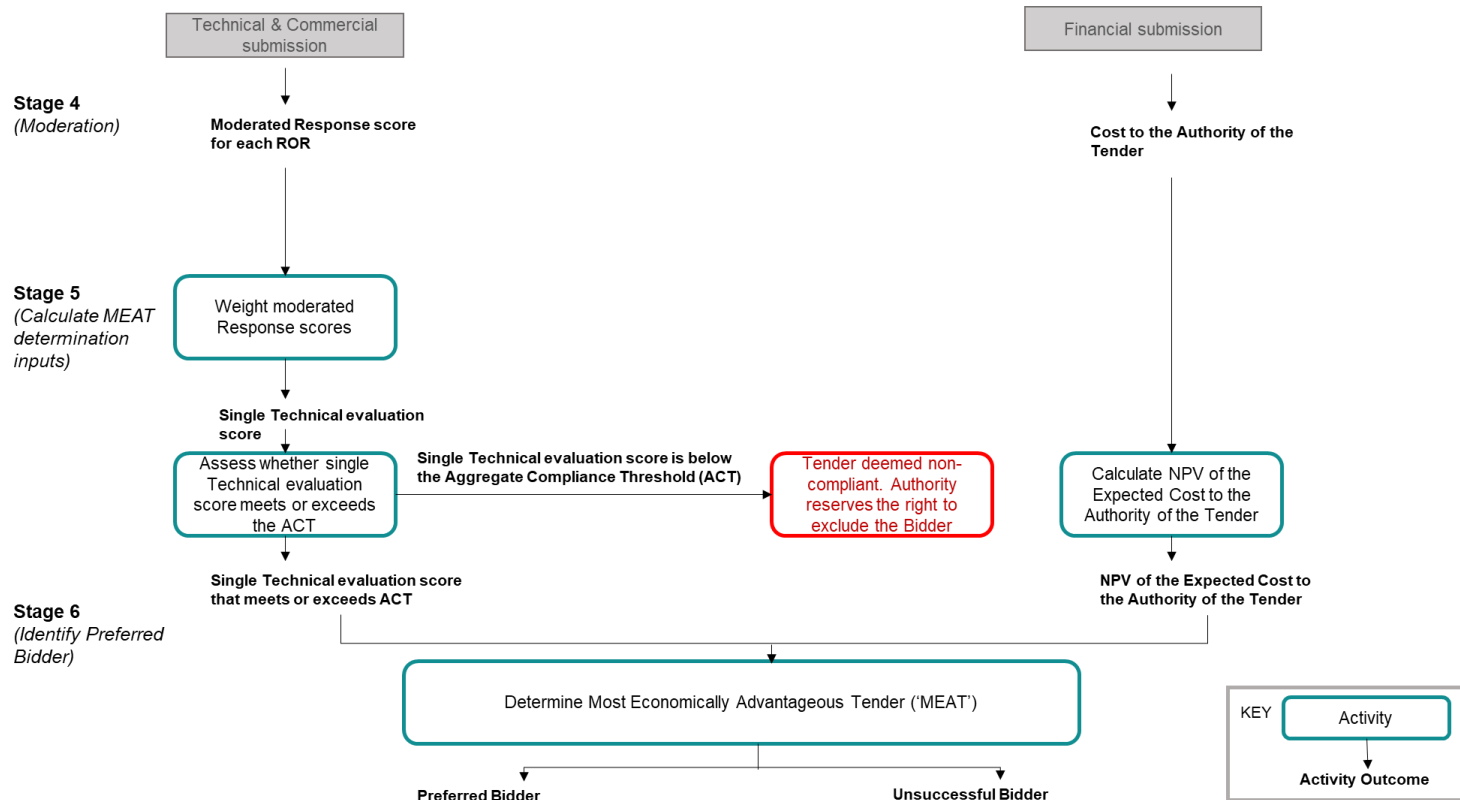


Figure 2 Flow diagram to illustrate the Tender evaluation process – stages 4 (part) to 6.

D5. The Authority will use [REDACTED] to manage and facilitate the technical evaluation process.

D6. In summary, the Authority will evaluate each Tender submission to determine the level of confidence (the 'Tender Confidence Score' (TCS)) that it has in the Bidder's proposed Technical and Commercial Response in terms of meeting the Authority's stated aims and delivering its requirements.

D7. For each Tender that is evaluated as being at or above the minimum threshold for Tender Confidence Score and is affordable to the Authority, the Tender Confidence Score and the Net Present Value of the Expected Cost to the Authority of the Tender will be used to calculate the 'MEAT Score' of the Tender. The 'MEAT Score' represents what the Authority would be willing to pay for an equivalent tender at the Aggregate Compliance Threshold. The Tender which is evaluated as having the lowest MEAT Score will be used to identify the Most Economically Advantageous Tender and therefore the Winning Bidder to which the Agreement will be awarded.

## Stage 1 – Tender Compliance

D8. Stage 1 of the evaluation involves checking that the Tender responses submitted through [REDACTED] are compliant.

D9. The ITSFB will contain a Compliance Matrix of the documents to be submitted as part of a Tender response. The checklist of documents will be divided into two categories:

- 'Compliance' documents identified by the Authority as material to the Tender and shall be submitted by the time and date specified in the ITPD and;
- 'Completeness' documents identified by the Authority as non-material that shall be submitted by the time and date specified in the ITPD documentation (see Stage 2).

D10. In the event that a Bidder fails to submit any of the documents listed on the Matrix under 'Compliance' by the specified time and date, the Authority may in its absolute discretion deem the Tender non-compliant and consequently reserve the right to exclude the Tender from the Competition.

## Stage 2 –Tender Completeness

D11. Stage 2 of the evaluation process involves checking that the Tender response is complete and in accordance with the instructions for preparing Tenders set out in Section E.

D12. In the event that a Bidder fails to submit any documents listed on the checklist under 'Completeness' by the specified time and date, the Authority may, at its sole discretion, acting proportionately, allow an additional period of up to 48 (forty-eight) hours for the Bidder to submit the required document(s). If the Bidder fails to submit the document(s) by the end of the additional period and without the Authority's prior written agreement, the Authority reserves the right to determine that the Tender is incomplete and may immediately exclude the Bidder from the Competition.

D13. If a technical issue prevents a Bidder from submitting its Tender response via [REDACTED], the Bidder shall inform the Authority's Commercial Officer no later than 2 (two) hours prior to the specified Tender return time. In the event that the technical issue cannot be resolved in time for submission at the specified time, provided the Authority is aware of, and can verify the technical issue, the Tender will not be excluded. You will be expected to work with the Authority to either resolve the technical issues for uploading documents to [REDACTED] or agree an alternative method for returning your Tender response as soon as possible.

D14. The Authority will open all files and submitted documents and undertake a visual legibility check within 72 (seventy-two) hours of the Tender submission deadline. In the event that any documents uploaded by the specified time and date that are subsequently found to be corrupted, the Authority will notify the Bidders of an extension, which will specify a new return time and date for re-submission. In this instance the Bidder will be required to re-submit the affected document(s) within the notified period as per the Authority's request.

D15. In the event that a subsequent stage of the evaluation process identifies that an element of the Tender response is non-compliant, the Authority reserves the right to exclude the Tender from the Competition.

### Stage 3 – Evaluation

D16. Stage 3 has two elements: evaluation of Bidders' Technical and Commercial Responses and evaluation of Bidders' Financial Responses.

#### Technical and Commercial Responses

D17. Technical and Commercial Responses for ROR 3.2 (TUPE of staff), ROR 7.2 (Security and Data Protection) ROR 15 (Insurance) and ROR 17 (Exit) are evaluated on a PASS/FAIL basis in accordance with the Evidence Required for the relevant ROR and are not scored. If the Tender achieves a PASS against its responses for ROR 3.2, ROR 7.2, ROR 15, and ROR 17, then the Tender will continue to be evaluated further. Where a Bidder's response to any or all ROR 3.2, ROR 7.2, ROR 17 and/or ROR 17 is evaluated as FAIL, the Authority may, in its discretion but at all times acting in accordance with the Public Contracts Regulations, deem the Tender to be non-compliant and exclude the Bidder from this Competition.

D18. For all RORs other than ROR 3.2, ROR 7.2, ROR 15 and ROR 17, each Response to a ROR will be evaluated by the Authority against the Evidence Required for each Level 3 ROR and scored in accordance with the guidance set out in this ITPD Annex B. Where any ROR is deemed "Low Confidence" (0 points), the Authority may, in its discretion but at all times acting in accordance with the Public Contracts Regulations, deem the Tender to be non-compliant and exclude the Bidder from this Competition.

#### Financial Responses

D19. The evaluation of each Bidder's Financial Response includes a few components:

- (i) the **Tender Price** which is the price to the Authority of delivering the SOR and other contractual obligations. The Tender Price is assessed to determine whether the Tendered costs are abnormally low;
- (ii) the **Authority Cost** of the Tender, which is the Cost to the Authority of the Bidder's proposed Response (Tender Price, plus Retained Risks and Retained Costs). The Authority Cost is used for the purposes of assessing affordability of the Tender; and
- (iii) the **Expected Authority Cost** of the Bidder's proposed Response, being the Authority Cost adjusted to reflect demand and cost uncertainty. The Expected Authority Cost is used to determine the Most Economically Advantageous Tender.

## Tender Price

D20. The Authority will assess its confidence in each Bidder to deliver its proposed Response in line with its Tender Price.

D21. Bidders are required to complete and submit their Final Tender Financial Template to set out the proposed Tender Price, being the price to the Authority of delivering the SOR and other contractual obligations. The Final Tender Financial Template shall be consistent with the MDAL and Risk Template, and the submitted cost model.

D22. As part of the submission Bidders are required to complete and submit templates which set out:

- the cost of delivering the SOR and other contractual obligations
- the pricing mechanism applicable to each cost line entry, to support the Authority's calculation of the inherent cost uncertainty / risk to the Authority as set out below in 'Authority Retained Risk'; and
- the proposed use of GFA (including, but not limited, to Military Workforce and Infrastructure), wider dependencies and risks contractually deemed 'Authority risks' as assumed alongside their Final Tender price.

D23. Specific instructions on the structure of the Final Tender price submission, associated cost information and the relationship between the Financial Templates and Financial Model are documented in ITPD Annex H - AFRP Tender Financial Template and Appendix 1 to Annex H - Financial Template Supporting Information. These documents will be revised ahead of Final Tender submission and will be reissued with the ITSFB document.

D24. If based upon the Authority's review of the Bidder's Technical, Commercial and Financial Responses, the Tender Price appears abnormally low the Authority will seek further information. An abnormally low bid is a bid so low as to make the Authority question whether it is correct/or deliverable. If having received such further information and having verified the Offer being abnormally low with the Bidder, the Authority considers that the Tender Price, or elements thereof, is abnormally low the Authority reserves the right to amend the technical score or reject the Tender and exclude them from the Competition. Aligned with Cabinet Office Sourcing Playbook guidance, any bid more than [Redacted]% lower than the average of all bids or the Authority's benchmark estimates will be referred to for central assurance and scrutiny. Analysis performed will also focus on the appropriateness of the cost, to ensure financial and technical alignment.

## Authority Retained Costs and Risks

D25. Authority Retained Costs are discrete costs associated with a Bidder's proposed Response that the Authority is likely to incur in fulfilling its obligations and responsibilities under the Agreement. Authority Retained Costs will reflect the judgment of Authority SMEs of the minimum, most likely and maximum costs, combined into a single cost point using Monte Carlo simulation.

D26. Following the submission of Final Tenders, the Authority will assess and calculate the costs retained by the Authority ('Authority Retained Costs') in the discharge of its associated responsibilities. In so doing, the Authority will reflect the individual Tender proposals and apply the same underlying assumptions and Bidder specific considerations to enable comparison between Final Tenders as part of the MEAT assessment.

D29. Authority Retained Costs will comprise:

- Military Workforce required to support Bidders' Final Tender proposals;
- Infrastructure costs required to support Bidders' Final Tender proposals;
- those costs remaining, or returned to the Authority, as part of Bidder specific approaches.

D30. The cost of Military Workforce will be calculated using capitation rates provided to the Bidders during Dialogue. Bidders will be provided with assumptions regarding the maximum and minimum levels of Military Workforce that they can utilise in the delivery of the SOR. In the event that a Bidder proposes to use less Military Workforce than the indicated minimum level, the Authority will calculate the cost of the provision of Military Workforce assuming the minimum level of Military Workforce is used by the Bidder.

D31. The Military Workforce capitation rates, the assumed maximum and minimum level of Military

workforce utilisation, and additional details regarding the financial treatment of released Military Workforce, is contained within the Financial Templates and/or Financial Template Supporting Guidance and will be reconfirmed with Bidders ahead of the Authority inviting Final Tenders. Bidders shall use this as information in submitting their Final Tenders.

D32. Costs associated with Authority provided infrastructure will be calculated in line with the assumptions contained within the infrastructure section of the Financial Template. The impact on differing Bidder Tender proposals on the utilisation of infrastructure and equipment will also be considered through the ROR and the Final Tender Confidence Score used in the MEAT assessment.

D33. Additional GFA provisions, wider dependencies and ongoing internal Authority obligations and delivery responsibilities may also lead to further Retained Cost adjustments.

D34. Authority Retained Risks will comprise those risks that the Authority assesses it will retain as a consequence of the Bidders' proposed Technical and Commercial Responses. Retained Risks will reflect the judgment of Authority Subject Matter Experts as to the minimum, most likely and maximum costs, and the probability of the identified risks crystallising, combined into a profiled single cost point using Monte Carlo simulation.

D35. The Authority will discuss its draft calculation of Authority Retained Costs and Authority Retained Risks with Bidders during Dialogue, based upon Bidders' Draft Outline Proposals and Outline Proposals. Prior to issue of ITSFB the Authority will share with each Bidder its current assessment of the Authority Retained Costs and Authority Retained Risks.

D36. Notwithstanding, the Authority will reassess the Authority Retained Costs and Authority Retained Risks as part of its evaluation of the Bidders' Financial Responses.

D37. The Authority's assessment and valuation of the Authority Retained Costs and Authority Retained Risks is final and at its sole discretion.

### **Affordability**

D38. The Authority will consider the affordability of each Tender by comparing the summation in each Agreement Year of:

- a. the Tender Price;
- b. the Authority Retained Costs;
- c. the Authority Retained Risks;

together the 'Bidder's Affordability Profile', against the Authority's Affordability Profile set out at Annex K.

D39. In determining each Bidder's Affordability Profile, prices and costs that are not stated as firm in the Tender (i.e., those that will vary in line with inflation and those that are subject to indexation in line with Agreement Schedule 7.1 (Pricing and Payment Mechanism)) will be escalated to their nominal value as follows:

$$C_n = CFT \times (1 + ef)^{(n - fp)}$$

Where:

$C_n$  = Nominal price or cost

$CFT$  = Price or cost included in the Bidder's Financial Template

$ef$  = Escalation factor expressed as a decimal (e.g. [Redacted]%, i.e. [Redacted])

$n$  = Agreement Year relevant to the price or cost

$fp$  = Number of preceding years that the Tender Price is firm

D40. The Bidder's Affordability Profile and its constituent elements shall:

- a. not exceed the Total Affordability Threshold or an Annual Affordability Threshold,

b. shall not exceed the specific threshold associated with transition and delivery as set out in ITPD Annex K.

In the event that the threshold is exceeded, or conditions not met, the Authority acting reasonably and proportionately may deem the Tender as being non-compliant and the Bidder may be excluded from this Competition.

D41. For the purpose of clarification, in assessing the affordability of Tenders, Authority Retained Costs and Authority Retained Risks will only include costs and risks that will be met by the Authority's Affordability Profile.

### **Expected Authority Cost**

D42. The expected cost to the Authority of the Bidder's proposed Response ("Expected Authority Cost") is a principal element of the MEAT determination.

D43. The Authority Cost will comprise for each Agreement Year the summation of:

- a) the Tender Price;
- b) the Authority Retained Costs;
- c) the Authority Retained Risks; and
- d) The expected impact of volume and cost uncertainty.

D44. The MEAT Evaluation will assess a range of scenarios when calculating an 'Expected Authority Cost', which is the figure used for evaluation. These scenarios include:

- 1) the Authority Cost impact if the volumetric demand is different from those assumed in the baseline Demand scenario that underpins the Tender Price.
- 2) For each demand scenario, the Authority Cost impact if the cost to the Supplier of delivering the Recruitment Services is different from that included in the Tender Price;

D45. In determining the Expected Authority Cost, prices and costs that are not stated as firm prices or firm costs in Tenders will be escalated to nominal values using the formula set out above in paragraph D39

D46. The assessment of (1) the Expected Authority Cost impact if the volumetric demand is different from those assumed in the baseline demand scenario that underpins the Tender Price is determined as follows:

- Expected Authority Costs in a High Demand Scenario given a [Redacted]% weighting;
- Expected Authority Costs in a Baseline Demand Scenario, in line with that agreed at Contract Award; given a [Redacted]% weighting; and
- Expected Authority Costs in a Low Demand Scenario given a [Redacted]% weighting.

D47. The assessment of (2) the Expected Authority Cost impact if the cost to the supplier of delivering the Recruitment Services is different from that assumed in the Tender Price is calculated. The Expected Authority Cost is determined as follows:

- Expected Authority Costs assuming that Supplier Costs are [Redacted]% higher than that assumed in the Tender Price is given a [Redacted]% weighting;
- Expected Authority Costs assuming that Supplier Costs equal to that assumed in the Tender Price is given a [Redacted]% weighting; and
- Expected Authority Costs assuming that Supplier Costs are [Redacted]% lower than that assumed in the Tender Price is given a [Redacted]% weighting.

Worked examples:

	<b>Cost Scenarios</b>	<b>10 Year Contract Cost</b>	<b>Weighting by Cost Scenarios</b>	<b>Total Cost (Weighted by Expected Cost Scenario)</b>	<b>Weighting by Demand Scenarios</b>	<b>Total Cost (Weighted by Demand Scenario)</b>
	<b>Total Cost</b>	[REDACTED]	[Redacted]	[REDACTED]	[Redacted]	[REDACTED]

Core Demand	+30%	[REDACTED]	[REDACTED]		
	-10%	[REDACTED]	[REDACTED]		
High Demand	Total Cost	[REDACTED]	[REDACTED]		
	+30%	[REDACTED]	[REDACTED]	£[REDACTED]	[REDACTED]%
	-10%	[REDACTED]	[REDACTED]		
Low Demand	Total Cost	[REDACTED]	[REDACTED]		
	+30%	[REDACTED]	[REDACTED]	£[REDACTED]	[REDACTED]%
	-10%	[REDACTED]	[REDACTED]		

Illustrative worked examples of demand variants relating to 1 and 2 above.

### Financial considerations not reflected in the Tender Price

D48. The Bidders' proposals to improve the effectiveness, efficiency, and economy of Recruitment, make good use of resources (including personnel, equipment, and facilities), or impact elements of directly related services (for example Contact) will be evaluated under the relevant RORs as set out in this ITPD Annex B.

D49. Outside of the cost of the provision of the AFRP Service included within its Tender Price, the Authority will not take account of any direct or indirect, actual, proposed, or potential cost benefits to the Authority arising from the Bidders' proposals, in its evaluation of the Bidders' Financial Responses.

D50. The Authority will consider the broader impact on its resources in its assessment of a Bidder's response to the relevant ROR. However, the Authority will not attempt to assign a value within the 'Financial Assessment'. As part of the Dialogue process the Authority may request additional information necessary to quantify assessment of these considerations in support of the Confidence assessment only.

### Stage 4 – Moderation

D51. Moderation of the evaluated ROR response scores and marks will take place once the Authority has completed its evaluation of each ROR response.

### Stage 5 – Calculate MEAT determination inputs

D52. Provided a Bidder is not excluded from the Competition under Evaluation Stages 1 to 4 above, a single Tender Confidence Score (TCS) will be calculated for its Tender by weighting the individual moderated response scores using Level 3 weightings set out in Annex B to this ITPD and then aggregating the weighted scores.

D53. The TCS for each Tender will be assessed against the Aggregate Compliance Threshold (ACT). The ACT represents the lowest acceptable level of confidence in a Bidder's Technical and Commercial Response that the Authority will accept. The ACT is set at [Redacted] ([Redacted] percent). In the event that a TCS does not meet or exceed the ACT, the Tender will be deemed non-compliant, and the Bidder will be excluded from further participation in the Competition.

D54. Alongside the TCS, the other MEAT determinant is the Net Present Value (NPV) of the Expected Authority Cost of the Tenders, this will be calculated as follows:

#### Step 1: Calculate the real value of the Expected Authority Cost

$$EACRV_n = EACNV_n / (1 + df)^n$$

Where:

$$EACRV_n = \frac{\text{Real value of the Expected Authority Cost in Agreement Year } n}{n}$$



$EACNV_n$	=	Nominal value of the Expected Authority Cost in Agreement Year $n$
$D_f$	=	De-escalation factor expressed as a decimal ([Redacted]%, i.e., [Redacted])
$n$	=	Agreement Year relevant to the price or cost

## Step 2: Calculate the NPV of the Expected Authority Cost

$$NPV = F / [(1 + i)^n]$$

Where:

$NPV$	=	Net Present Value
$F$	=	Future real payment (cash flow)
$i$	=	Discount Rate to be used in calculating the NPV of the Expected Authority Cost of Tenders expressed as a decimal (i.e., [Redacted]% or [Redacted])
$n$	=	Agreement Year

D56. Indices, Discount Rates, and other financial treatments to be used by the Authority in support of the NPV calculation are set out in the Financial Template.

## Stage 6 – Identify Preferred Bidder

D57. The Most Economically Advantageous Tender of compliant Tenders (i.e., Tenders submitted by Bidders who have not been excluded in Evaluation Stages 1 to 4 above) will be calculated as set out below. This approach recognises that the Authority will be willing to pay more for a Tender in which it has confidence, in terms of the proposed Response and its deliverability, than for a Tender in which it has less confidence.

D58. The Tender which represents the best Value for Money to the Authority is the Most Economically Advantageous Tender and will identify the Preferred Bidder.

D59. The Authority has determined that when considering the NPV of the Expected Authority Cost it is willing to pay:

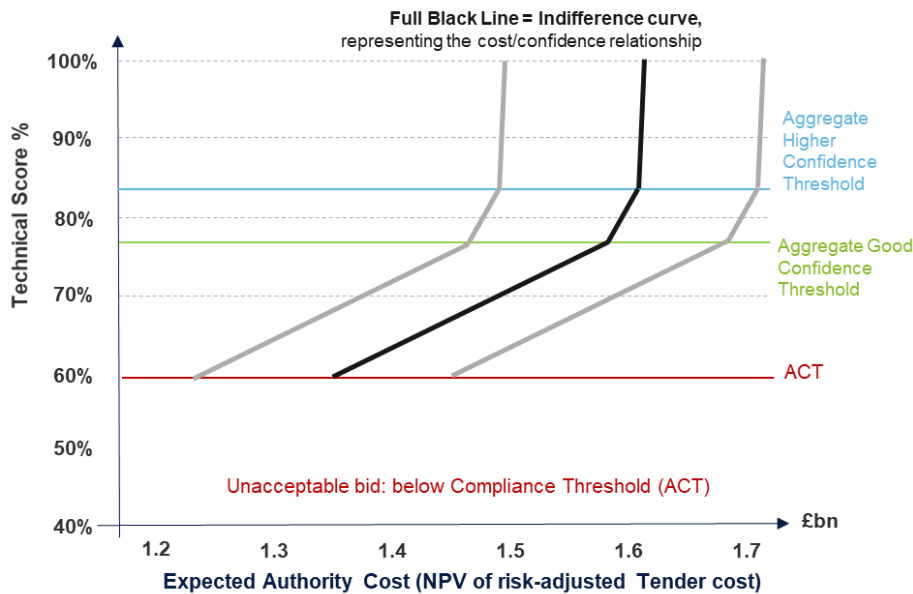
- [REDACTED] for a [REDACTED] increase (using a 0-100% scoring range) in the Tender Confidence Score between the ACT and the Aggregated Good Confidence Threshold ('AGCT') being the 'Authority Cost: Confidence trade-off zone 1';
- [REDACTED] for a [REDACTED] increase (using a 0-100% scoring range) in the Tender Confidence Score between the AGCT and the Aggregated High Confidence Threshold ('AHCT') being the 'Authority Cost: Confidence trade-off zone 2'; and
- [REDACTED] for a [REDACTED] increase (using a 0-100% scoring range) above the Aggregated High Confidence Threshold ('AHCT') being the 'Authority Cost: Confidence trade-off zone 3'.

D60. In respect of the combined submission, it shall be noted that:

- The ACT is the minimum Tender Confidence Score at which the Authority will consider entering into a contract with a Bidder. Tenders with a Tender Confidence Score below the ACT will be rejected as non-compliant;
- The AGCT and AGHT are the Tender Confidence Scores up to which the Authority is willing to pay significantly more (calculated as Agreement Price adjusted for uncertainty plus Authority Retained Costs and Authority Retained Risks i.e., the Expected Authority Cost) for an improvement in the Tender Confidence Score above the ACT; and
- The Authority is willing to pay more for an improvement in the Tender Confidence Score above the AGHT, but this is less than it is willing to pay for improvements from ACT to AGCT and from AGCT to AHCT.

This represents the Authority Cost: Confidence trade-off reflected in the MEAT calculation and is illustrated

graphically in Figure D1 (Illustrative MEAT Graph) below.



D1. Illustrative MEAT Graph

### Calculation of the Most Economically Advantageous Tender (MEAT)

D61. Tender MEAT Scores are defined as the NPV of the Authority Cost of an equivalent tender at the ACT. MEAT Scores are calculated by adjusting each of the Tender's NPV Expected Authority Cost to reflect what the Authority is willing to pay for a given level of Confidence (based on Technical score), as follows:

$$\text{Tender MEAT Score} = \text{NPV of Expected Authority Cost} - (\text{Tender Confidence Score} \times 'n')$$

Where 'n' = is the Authority Willingness to Pay reflecting the cost-confidence trade off associated with the Tender relative to the Aggregate Compliance Threshold.

D62. Confidence trade-offs differ between the ACT and the AGCT i.e., zone 1, the AGCT and the AHCT i.e., zone 2, and above AGHT i.e., zone 3, means the Authority Cost: Confidence trade-off is not linear, as illustrated in the MEAT graph below.

D63. Accordingly, a three-step process will be used to assess the MEAT, depends on the cost-confidence trade off zone of the Tender:

#### Step 1: Tenders at or above ACT but below AGCT

D64. If the Tender Confidence Score is at or above the ACT, but below AGCT i.e., in zone 1, calculate the MEAT score as follows:

$$EAC - ((TCS - ACT) \times n1)$$

Where:

EAC = NPV of the Expected Authority Cost

TCS = Tender Confidence Score

AHCT = Aggregate High Confidence Threshold = [Redacted]

AGCT = Aggregate Good Confidence Threshold = [Redacted]

ACT = Aggregate Compliance Threshold = [Redacted]

n1 = the Authority's Willingness to Pay in zone 1 = [REDACTED]

#### Step 2: Tenders at or above AGCT but below AHCT

D65. If the Tender Confidence Score is at or above the AGCT, but below AHCT i.e., in zone 2, calculate the MEAT score as follows:

$$EAC - ((AGCT - ACT) \times n1) - ((TCS - AGCT) \times n2)$$

Where:

*EAC = NPV of the Expected Authority Cost*

*TCS = Tender Confidence Score*

*AHCT = Aggregate High Confidence Threshold = [Redacted]*

*AGCT = Aggregate Good Confidence Threshold = [Redacted]*

*ACT = Aggregate Compliance Threshold = [Redacted]*

*n1 = the Authority's Willingness to Pay in zone 1 = [REDACTED]*

*n2 = the Authority's Willingness to Pay in zone 2 = [REDACTED]*

### Step 3: Tenders at or above the AHCT

D66. If the Tender Confidence Score is at or above the AHCT, i.e., in zone 3 or above, calculate the MEAT score as follows:

$$EAC - ((AGCT - ACT) * n1) - ((AHCT - AGCT) * n2) - ((TCS - AHCT) * n3)$$

Where:

*EAC = NPV of the Expected Authority Cost*

*TCS = Tender Confidence Score*

*AHCT = Aggregate High Confidence Threshold = [Redacted]*

*AGCT = Aggregate Good Confidence Threshold = [Redacted]*

*ACT = Aggregate Compliance Threshold = [Redacted]*

*n1 = the Authority's Willingness to Pay in zone 1 = [REDACTED]*

*n2 = the Authority's Willingness to Pay in zone 2 = [REDACTED]*

*n3 = the Authority's Willingness to Pay in zone 3 = [REDACTED]*

### Illustrative MEAT calculation

D67. The values used in the illustrative MEAT calculation are for illustration only and shall not be taken as an indication of the Authority's assessment of most likely Expected Authority Costs or the relationship between Authority Costs and the Authority's confidence in Bidders' Technical and Commercial Response to the Competition.

D68. The full black line on the MEAT graph represents a line of indifference (or equality) relative to other Tenders. All points on the line represent the same VfM to the Authority. For the purpose of the illustrative MEAT calculation, the following is assumed:

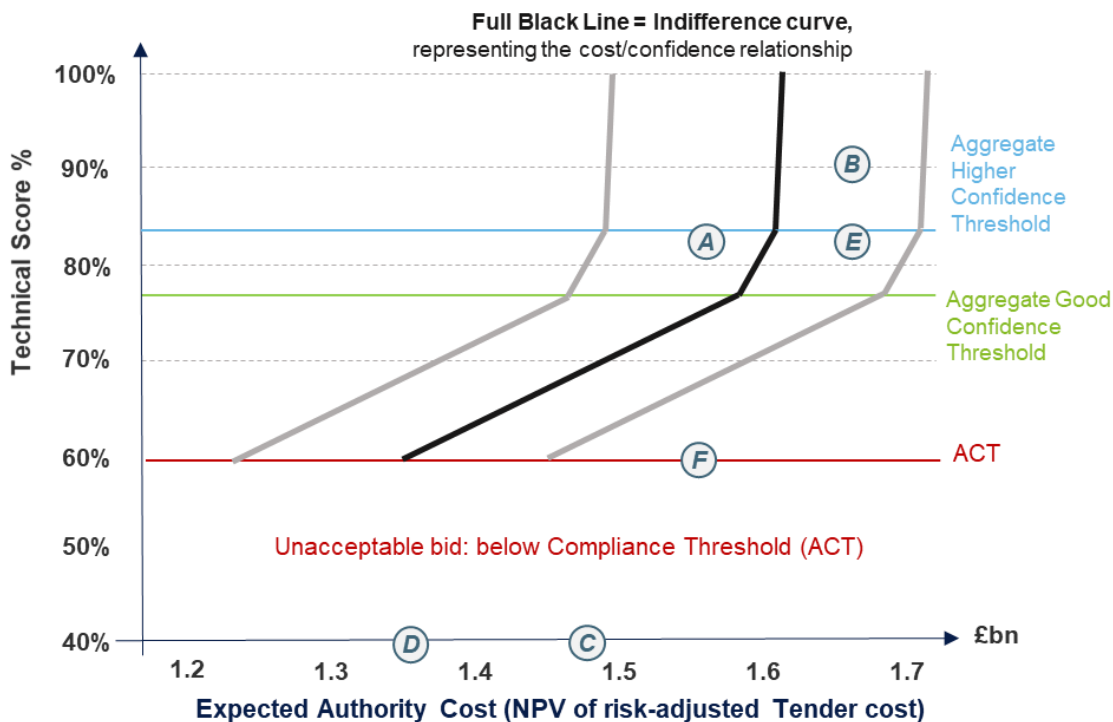
- Aggregate Compliance Threshold ('ACT') [Redacted]
- Aggregate Good Confidence Threshold ('AGCT') [Redacted]
- Aggregate High Confidence Threshold ('AHCT') [Redacted]
- Cost the Authority is prepared to pay for a [Redacted]% increase in confidence in Tender proposals between ACT and AGCT [REDACTED]
- Cost the Authority is prepared to pay for a [Redacted]% increase in confidence in Tender proposals between AGCT and AHCT [REDACTED]
- Cost the Authority is prepared to pay for a [Redacted]% increase in confidence in Tender proposals above AHCT [REDACTED]

The below table illustrates the MEAT calculation for the scenarios illustrated in the graph: Tender A is the preferred Tender. The Tenders are ranked as set out in the final column of the table.

Tender	Confidence Score	NPV of Expected Authority Cost	MEAT Score	Ranking
	%	£m	£m	#
A	[Redacted]	[Redacted]	[REDACTED]	1
B	[Redacted]	[Redacted]	[REDACTED]	2
C	[Redacted]	[Redacted]	[Redacted]	5
D	[Redacted]	[Redacted]	[Redacted]	6
E	[Redacted]	[Redacted]	[REDACTED]	3
F	[Redacted]	[Redacted]	[REDACTED]	4

D69. **The MEAT graph below sets these scenarios out graphically.** Tenders below the full black line represent worse Value for Money (and will have a higher MEAT Score), those above the full black line represent better Value for Money (having a lower MEAT Score).

### Most Economically Advantageous Tender graph



D2. Illustrative MEAT Graph with scenarios

## **Section E – Instructions on Submitting Draft Outline Proposals, Outline Proposals and Tenders**

### **[REDACTED] Software**

E1. The Authority has engaged Commerce Decisions Limited to utilise [REDACTED] to support the ITPD process. [REDACTED] is available as an internet-based portal, providing Bidders access controlled via login and permissions. The following will be hosted and managed on [REDACTED] for this Competition with further associated details and instructions provided within the Specific Conditions of Tendering at Section F – Conditions of Participating in Dialogue of this ITPD:

- a. Communication;
- b. ITPD Data Room;
- c. Data Room;
- d. Tender Documentation availability;
- e. Bidder Clarification Question Process (including any Requests for Information);
- f. Electronic Tender submission capability;
- g. Authority's evaluation of Tenders;
- h. Electronic correspondence required for the dialogue phase.

### **Submission of Draft Outline Proposals and Outline Proposals**

E2. Draft Outline Proposals and Outline Proposals shall be submitted in the same manner as required in Paragraphs E3, E5, E6 and E7 below for Tenders by [REDACTED] GMT on the specified return date (being [REDACTED] July 2022 in the case of the Draft Outline Proposal and [REDACTED] October 2022 in the case of the Outline Proposal).

### **Submission of your Tender**

E3. Your Tender shall be submitted electronically via [REDACTED] by [REDACTED] GMT [REDACTED] March 2023. The Authority reserve the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g., DVD) are no longer required and will not be accepted by the Authority. Bidders are required to submit an electronic online Tender response to this ITPD reference number 701577378. You shall provide one priced copy of your Tender and one unpriced copy. You shall ensure that there are no prices present in your unpriced copy.

E4. You shall ensure that your DEFFORM 47 'Offer' at AFRP ITPD Annex A - DEFFORM 47 (Offer) to this ITPD is signed, scanned, and uploaded to [REDACTED] with your Tender as a PDF (shall be scanned original). The remainder of your Tender shall be compatible with MSWord and other MSOffice applications.

E5. Bidders shall receive [REDACTED] login details no later than 5 business days before the relevant submission date. Once logged into the [REDACTED] service, uploading and submission instructions will be readily available. Login details will be sent via two separate automatically generated emails. Bidders shall ensure their local mail application settings allow receipt of computer-generated emails.

E6. [REDACTED] is security accredited to OFFICIAL – SENSITIVE. Material that is protectively marked above this classification shall not be uploaded.

E7. If you intend to upload any ITAR or Export Controlled information as part of your Tender, you shall notify the Authority Single Point of Contact at paragraph F37 before you upload your Tender to [REDACTED].

E8. If you have any difficulty accessing the [REDACTED] service or if you have any questions with regards to the tendering exercise itself, please contact [REDACTED].

### **Content of Tenders**

E9. Your Tender shall be written in English, using Arial font size 11. Prices shall be in £GBP ex VAT. Prices shall be given in the format required by the Financial Template. The Authority reserves the right not to consider any part of a Tender which does not comply with these requirements.

E10. To assist the Authority's evaluation, you shall set out your Tender Response in accordance with Section D – Tender Evaluation . Your Tender Response shall include the following:

- a. Completed ITSFB Commercially Required Documents, comprising:
  - i. Completed and signed DEFFORM 47 Annex A 'Offer';
  - ii. A Compliance Matrix in the form which will be provided along with the ITSFB;
  - iii. Completed and signed DEFFORM 539A in accordance with this ITPD Annex D;
  - iv. One complete unpriced copy of the Tender; and
  - v. One complete priced copy of the Tender.
- b. Completed Technical and Commercial Response, comprising:
  - i. The Bidder's response to each of the Requirements of Response (ROR);
  - ii. Master Data Assumptions List (MDAL) and Risk Register excluding all cost information in excel format, in accordance with this ITPD Annex I; and
- c. Completed Financial Response, comprising:
  - i. Three Financial Templates: one for each demand scenario (High, Baseline, Low) in excel format with all Cost Data Assumptions List (CDAL) information completed;
  - ii. Master Data Assumptions List (MDAL) excluding all cost information in excel format, in accordance with this ITPD Annex I; and
  - iii. Costed Risk Register in excel format, in accordance with this ITPD Annex I; and
  - iii. Financial Model in Excel format with Third Party assurance statement and/or Third Party audit report.
- d. Completed Additional Documents, comprising:
  - i. Completed Cyber Supplier Assurance Questionnaire as required;
  - ii. Completed Cyber Implementation Plan (if applicable).

### **DEFFORM 47 'Offer'**

E11. When submitting Tenders, Bidders shall be required to complete the DEFFORM 47 'Offer' at Annex A to this ITPD (Tender Submission Document (Offer)) including all the Mandatory Declarations and in accordance with paragraph E4, ensuring that it is duly authorised and signed by a person with the appropriate level authority in the Bidder's organisation.

### **Validity**

E12. When submitted, your Tender shall be valid and open for acceptance for (200) calendar days from the Tender return date. In addition, the winning Tender shall be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Agreement. In the event that legal proceedings challenging the award of the Agreement are instituted, before entry into the Agreement, you shall hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

### **ITSFB Commercially Required Documents: Compliance Matrix**

E13. When submitting your Tender (but not in relation to the Draft Outline Proposal or Outline Proposal) you will be required to provide a completed response to a Compliance Matrix which will be provided as part of the ITSFB. The purpose of the Compliance Matrix is to help ensure that you have considered all the information provided in the ITSFB requirements and assists in submitting a compliant Tender. Instructions for completing each section of the Compliance Matrix are stated at the start of the relevant section. Bidders shall provide a completed response as required in the Compliance Matrix.

E14. The deadline for submitting Clarification Questions (CQ) connected with the ITSFB will be 3 weeks prior to Final Tender submission. Clarification Questions shall be submitted in accordance with paragraphs F43-F50.

### **Final Business Case Approval**

E15. Once the preferred Bidder has been identified, the contract award will be subject to Main Gate approval from Cabinet Office, HM Treasury and MOD Ministers. The Agreement will not be awarded unless approval is received.

## Section F – Conditions of Participating in Dialogue

F1. The issue of ITPD Documentation, ITPD Material or the ITSFB is not a commitment by the Authority to place a contract as a result of this Competition or at a later stage. Neither does the issue of this ITPD or subsequent Draft Outline Proposal, Outline Proposal or Tender submission create any implied contract between the Authority and any Bidder, and any such implied contract is expressly excluded.

F2. The Authority reserves the right, but is not obliged to:

- a. vary the terms of this ITPD, any ITPD Material, the Requirements of Response in accordance with applicable law;
- b. seek clarification or additional documents in respect of a Bidder's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Bidders are asked to respond to such requests promptly;
- c. visit your site;
- d. disqualify any Bidder that submits a non-compliant Tender in accordance with the instructions or conditions of this ITPD or the ITSFB;
- e. disqualify any Bidder that is guilty of misrepresentation in relation to a Draft Outline Proposal, an Outline Proposal, its Tender, any expression of interest, the PQQ or the Competition;
- f. re-assess your suitability to remain in the Competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A60 to A64;
- g. withdraw this ITPD or any subsequent document at any time, or choose not to award any Agreement as a result of this Competition, or re-invite Tenders on the same or any alternative basis;
- h. re-issue this ITPD on a single source basis, in the event that this Competition does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014;
- i. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F3. The Agreement will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph E12 and subject to paragraph F4.

### Conforming to the Law

F4. You shall comply with all applicable UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour, and bribery. If you act in breach of this legislation your Tender may be disqualified from this Competition. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

### Bid Rigging and Other Illegal Practices

F6. You shall report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline

[REDACTED] (UK) or

[REDACTED] (Overseas)



## Conflicts of Interest

F7. Any attempt by Bidders or their advisors to influence the contract award process in any way may result in the Bidder being disqualified. Specifically, Bidders shall not directly or indirectly at any time:

- devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
- enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
- canvass the Authority or any employees or agents of the Authority in relation to this Competition; or
- attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Bidder or Tender.

F8. Where you have advised the Authority in relation to this Competition procedure or otherwise have been or are involved in any way in the preparation or conduct of this Competition procedure or where any other actual or potential conflict of interest (COI) exists or arises at any point before the Agreement award decision, you shall notify the Authority immediately.

F9. Where an actual or potential COI exists or arises, you shall provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual or potential COI. The proposal shall be of a standard which, in the Authority's sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details listed in F9 a to g below. Where the Agreement is awarded and the COI is still relevant post-Agreement award decision, your proposed Compliance Regime will become part of the Agreement Terms and Conditions. As a minimum, the Compliance Regime shall include:

- a. the manner of operation and management;
- b. roles and responsibilities;
- c. standards for integrity and fair dealing;
- d. levels of access to and protection of competitors' sensitive information and Government Furnished Information;
- e. confidentiality and/or non-disclosure agreements (e.g., DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

F10. Bidders are ultimately responsible for ensuring that no COI exist between the Bidder and its advisors, and the Authority and its advisors. Any Bidder who fails to comply with this requirement (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the Competition at the discretion of the Authority. The Conflict of Interest Agreement is included at Annex L of this ITPD.

## Government Furnished Assets

F11. Government Furnished Assets provided or referenced in connection with this GFA are provided on an 'as-is' basis and may be subject to change.

F12. Documentation within the [REDACTED] Data Room will specify the buildings, facilities and other assets which are present on the Establishments. Bidders shall be aware that the occupation of any building or facilities to be used in the provision of the service will be in accordance with the terms of the licence and under either a lease or a non-exclusive licence, as agreed with the Authority. Bidders are to, as part of their tender response, state which buildings and facilities they wish to utilise for delivering the requirement.

## TUPE

### Applicability of TUPE

F13. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time-to-time, and the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 as amended from time to time (together “TUPE”). It is the Authority's view that TUPE is likely to be applicable if this Invitation to Tender results in a Contract being placed. In these circumstances, the Authority will wish to satisfy itself that your proposals take full account of your obligations under TUPE, and those of your subcontractors. Nevertheless, it is your responsibility to consider whether or not TUPE applies in the individual circumstances of your tender, particularly if you are proposing to submit an innovative tender, and the Authority shall not be liable for the opinion expressed above.

### TUPE Information Provided for Tendering Purposes

F14. Information to enable you to formulate your tender on the assumption that TUPE applies is set out in the provided TUPE data. This information shall be treated on a confidential basis and is released on the understanding that you will not copy or use the material except for the purposes of preparing your tender and that you will return it and any copies of it shall you be unsuccessful in this competition.

F15. The TUPE data comprises information about Authority employees (the Authority TUPE Data) and information about other employees (the Non-Authority TUPE Data).

F16. As regards the Authority TUPE Data:

Other than as might be set out in any contract between you and the Authority, the accuracy and completeness of the Authority TUPE Data cannot be warranted by the Authority. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances and tender accordingly. You are required to confirm when responding that (except to the extent permitted by any contract between you and the Authority) you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with you by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Participate in Dialogue. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.

F17. As regards the Non-Authority TUPE Data:

This information has been obtained from the contractor(s) currently undertaking part of this task. The accuracy and completeness of the Non-Authority TUPE Data cannot be warranted by the Authority. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with you by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Participate in Dialogue]. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.

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

F18. Tenderers shall be aware that following selection of preferred Tenderer or contract award, this information and any clarification received in respect of it will be provided by MOD to the Trade Unions (TUs) in order to meet its obligations under TUPE.

### Pensions – Authority Employees and Former Authority Employees who are members of the Civil

## Service Pension Schemes

F19. Your attention is drawn to the requirements of the Treasury's Guidance contained in 'Fair Deal for staff pensions: staff transfer from central government' (October 2013).

F20. The aims of the arrangements described in the document are that:

- (a) staff who are members of a public service pension scheme, and who are compulsorily transferred out of the public sector shall continue to be members of the public service pension scheme they were in immediately prior to the transfer, while they continue to be employed on the contracted services, subject to the eligibility criteria of the relevant scheme.
- (b) staff previously compulsorily transferred from the public sector under old Fair Deal and meet the eligibility requirements for new Fair Deal shall be provided with access to the appropriate public service pension scheme, while they continue to be employed on the contracted services.

F21. Contractors and Sub-contractors who become employers of staff who are currently members of, or are eligible to be re-admitted to, a Civil Service Pension Scheme will be required to enter into an Admission Agreement with the Cabinet Office and the Authority.

F22. A copy of 'Fair Deal for staff pensions: staff transfer from central government' (October 2013) and the tri-partite Admission Agreement and associated guidance is available from: [REDACTED]

## Pensions – Former Authority Employees who are members of the [REDACTED] Pension Schemes

F23. Your attention is drawn to the requirements of the Treasury's Guidance contained in 'Fair Deal for staff pensions: staff transfer from central government' (October 2013)

F24. Former Authority Employees who are members of the [REDACTED] Pension Schemes and meet the eligibility requirements for new Fair Deal shall be provided with access to the appropriate [REDACTED] pension scheme, while they continue to be employed on the contracted services.

F25. Contractors and Sub-contractors who become employers of staff who are currently members of, or are eligible to be re-admitted to, the [REDACTED] Pension Schemes will be required to become a Direction / Determination / New Fair Deal Employing Authority (EA). Associated guidance is available from: [REDACTED]

## Standstill Period

F26. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award the Agreement to the successful Bidder before entering into the Agreement, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158s are sent. If the 10<sup>th</sup> day is not a business day, the standstill period ends at 23:59 of the next business day.

## Publicity Announcement

F27. If you wish to make an announcement regarding this Competition, you shall seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests shall be made in writing to the named Commercial Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.

F28. Under no circumstances shall you confirm to any Third Party the Authority's Agreement award decision before the Authority's announcement of the award of the Agreement.

## Sensitive Information

F29. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet

Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public Competition, including ensuring value for money, related aspects of good Competition practice and answering Freedom of Information requests.

F30. For these purposes, the Authority may share within Government any of the Bidders' documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to the Authority during this Competition. Bidders taking part in this Competition shall identify any sensitive material in the DEFFORM 539A at Annex D to this ITPD and consent to these terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F31. Where required, the Authority will disclose on a confidential basis any information it receives from Bidders during the tender process (including information identified by the Bidder as Commercially Sensitive Information in accordance with the provisions of this ITPD) to any Third Party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Bidder's Tender. In providing such information the Bidder consents to such disclosure.

## **Reportable Requirements**

F32. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It will be a Condition of Tendering that, along with your Tender, you complete and attach the returns listed in the Annex and, where you select yes, you shall attach the relevant information.

F33. Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete the Annex in full and attach relevant information where required.

## **Specific Conditions of Tendering**

### **Varied Timescales**

F34. The Authority reserves the right to vary the timeframes of this Competition. This may include extending the duration of the Competition. When and where these are required, the Authority will communicate them. You are required to be able to comply with any such variances.

### **Data Room Materials**

F35. For this Competition, the Authority is using a "Data Room" in [REDACTED] Subject to Conditions F36-F37, the Authority will make available to Bidders certain ITPD Documentation and other materials relating to the Competition in soft copy ("Data Room Materials") in accordance with Conditions F36-F37, subject to their prior acceptance of and ongoing adherence to the Data Room Rules (the initial form of which was provided to Bidders as part of the PQQ response pack).

F36. The Authority may require any Bidder to return or destroy the Data Room Materials if that Bidder fails to confirm in writing to the Authority that it agrees to comply with the Data Room Rules when requested to do so by the Authority from time to time.

F37. Non-compliance with the Data Room Rules may result in a Bidder's exclusion from the Competition at the Authority's absolute discretion.

### **Bidder Single Point of Contact & Communication**

F38. The Authority will contact a Bidder's Single Point of Contact (SPOC) to make arrangements for the delivery of the Data Room Materials and any other information that the Authority considers necessary to provide to Bidders via hard copy and/or other media.

### **Authority Single Point of Contact & Communication**

F39. English language shall be used for all communications between the Authority and Bidders on all matters relating to the Competition. All communications to the Authority are to be submitted in writing (including all Proposals, Bidder Clarification Questions, and responses to Authority Clarification Questions) via [REDACTED] In exceptional circumstances, if required all other communications to the Authority not made via the [REDACTED] shall be sent to: [REDACTED]

F40. All Clarification Questions (and responses thereto) shall be submitted in accordance with Conditions F42-F52.

F41. No Bidder shall, without the prior written consent of the Authority, contact any Minister, servant, or agent of the Authority about the Competition unless and until an Agreement has been entered into with the Bidder.

### **Authority Requests for Clarification**

F42. The Authority reserves the right (but shall not be obliged) to ask a Bidder to clarify any aspect of communications, documents or other information supplied by a Bidder, at any time during the Competition. Such questions raised by the Authority ("Authority Clarification Questions") will be submitted to the Bidder's SPOC. A unique reference number will be allocated to each Authority Clarification Question.

F43. The Bidder shall respond to each Authority Clarification Question within the timeframe identified in the relevant Authority Clarification Question raised. Bidders shall be aware that failure to respond to an Authority Clarification Question in accordance with this section (Authority Requests for Clarification) may impact on the evaluation of that Bidder's Tender where such Clarifications relate to the Tender.

F44. If an Authority Clarification Question relates to a Tender, the Bidder shall ensure that the response that it provides to the Authority is limited to the scope of the Authority Clarification Question and that it does not provide information that could be interpreted as an amendment or enhancement to the Final Proposal in question, and the Authority will disregard such information where appropriate.

### **Bidder Requests for Clarification**

F45. The Authority expects to engage in a process of clarification and information exchange to inform Bidders' Proposals and Tenders and to manage the Competition. Bidders may submit Bidder Clarification Questions in relation to any aspect of the Competition from and including the date of the ITPD Release as listed in the table at DEFFORM 47 Section B (Key Tendering Activities) up to 3 weeks prior to submission of Final Tender or such other deadline as is notified by the Authority.

F46. All Clarification Questions shall be raised through the [REDACTED] platform.

F47. Bidders may submit confidential Bidder Clarification Questions in relation to the unique aspects of their Proposals and Tenders. Such Bidder Clarification Questions shall be clearly marked as "Commercially Sensitive", and Bidders shall briefly explain why they consider that the Clarification Question is confidential.

F48. All Bidder Clarification Questions and responses will be published openly to all Bidders unless specifically marked "Commercially Sensitive" by the Bidder at the time of submission.

F49. If a Bidder states that a Clarification Question is, in its opinion, commercially confidential, but the Authority does not agree, the Authority reserves the right to notify the Bidder of its decision and offer the Bidder an opportunity to withdraw the relevant Clarification Question. If the Bidder does not elect to withdraw such Clarification Question within five (5) business days (or such longer period as may be agreed by the Authority), the relevant Clarification Question together with any Authority response will be provided simultaneously to all Bidders.

F50. Where a Clarification Question from a Bidder seeks further information or the Authority identifies further information that is relevant to the Competition generally then, subject to compliance with the Public Contracts Regulations 2015, such information will be made available to all Bidders. Any such information will become part of this ITPD from the date of its publication.

F51. This ITPD and the documents contained therein (including published amendments to them), together with any further Bidder Clarification Questions and their responses issued via [REDACTED] take precedence over any verbal information provided during Competition. Where a Bidder intends to rely upon any verbal information provided during Competition, Bidders shall seek to clarify this in writing via this Clarification Question process.

F52. The disclosure of further information arising from Bidders' written clarification requests is at the discretion of the Authority. The Authority accepts no liability arising from the provision of further information or a decision not to provide further information.

### **Bidder Withdrawal from Tendering**

F53. If at any time a Bidder decides not to submit an ITPD response and/or withdraw from the Competition, the Authority is to be notified via [REDACTED] and the Authority's Single Point of Contact email listed in paragraph F37 and return all ITPD material relating to the Armed Forces Recruitment Programme in accordance with paragraph A52g.

#### **Disposal of Draft and Outline Proposals received and of Unsuccessful Tenders**

F54. Bidders shall note that it is the Authority's intention to dispose of Draft Outline Proposals, Outline Proposals and Tenders received from unsuccessful Bidders one year after the date of Agreement Award.

#### **Notification of Award Decision**

F55. Following conclusion of the Evaluation Process and Standstill Period, the Authority will:

- a. Inform the Bidders of the outcome of the Competition; and
- b. Prepare a final version of the Agreement for execution with the successful Bidder.

F56. The Authority will notify each Bidder of the outcome of the Authority's evaluation of the Tenders, by issuing a letter (the "Agreement Award Decision Letter") which will include the following:

- a. The name of the successful Bidder;
- b. All criteria for the award of the Agreement;
- c. The reasons for the Authority's decision, including:
- d. The characteristics and relative advantages of the successful Final Proposal;
  - i. The Overall Evaluation Score obtained by the successful Bidder;
  - ii. The Overall Evaluation Score obtained by the Bidder receiving the Agreement Award Decision Letter; and
  - iii. A breakdown (including a supporting narrative on the relative strengths and weaknesses) of the scores that the Bidder received against each of the Evaluation Criteria;
- e. The duration of the Standstill Period, and the date on which the Standstill Period is expected to end before which the Authority will not enter into the Agreement.

It is the responsibility of unsuccessful Bidders to notify and debrief their Sub-contractors where appropriate.

#### **Award of No Contract**

F57. The decision to proceed to the point of contract award is at the Authority's sole discretion and the Authority may decide to not to award an Agreement at all. Nothing in this document is or should be relied upon as a promise or representation as to the Authority's ultimate decision in relation to any contract, nor does such information form the basis for any warranty, representation, or term of any contract.

F58. No legal or other obligations shall arise between any person to whom this document is made available and the Authority unless and until an Agreement is formally entered into with such person.

#### **Accuracy of Information**

F59. The Bidder will be responsible for the accuracy of all information that it submits to the Authority pursuant to this ITPD and the Competition.

F60. Whilst the information contained in this ITPD and the Data Room has been prepared in good faith, it is not comprehensive and has not been verified independently by the Authority. In no circumstances shall the Authority or any of its Representatives be responsible for:

- a) Any information in this document, including but not limited to any error, omission, or inaccuracy in respect of such information;
- b) Any further information (including, for example, information contained in any other document accompanying or connected with this ITPD, and such other information whether written, electronic, or oral) relating to the Competition;
- c) Any oral communication transmitted or otherwise made available to any actual or potential Bidder; and
- d) Loss or damage of any kind incurred or sustained by a Bidder arising because of the Bidder's reliance on such information or any subsequent communication, including any error, omission or inaccuracy resulting from any negligent act or omission of the Authority or its Representatives.

F61. None of the Representatives are authorised to make or give any representation or warranty or undertaking whatsoever (express or implied) in relation to the business or prospects of the Authority or

the accuracy, adequacy or completeness of this document and the Authority and the Representatives make no such representation, warranty or undertaking.

F62. In furnishing this document, the Authority undertakes no obligation to provide Bidders with access to any additional information or to update this ITPD or to correct any inaccuracies therein which may become apparent.

F63. In this document, words such as 'anticipates', 'expects', 'projects', 'intends', 'plans', 'believes', 'will' and such words and terms of similar substance indicate the present expectation of future events which are subject to a number of factors and uncertainties that could cause actual requirements to differ materially from those described.

F64. This document is not intended to form the basis of any investment decision or of any investment recommendation by the Authority or any of the Representatives. Each person to whom the document is made available shall make their own independent assessment of this document after making such investigation and taking such professional, financial, legal, or other advice as they deem necessary.

F65. Bidders are reminded that the terms of the Non-Disclosure Agreement (and any separate ethical wall agreement) signed regarding the Competition shall apply to this document, the information contained herein, and any other information provided as part of the Competition.

F66. The participation in the Dialogue by any Bidder will be deemed to imply acceptance of all terms set out in this ITPD by the Bidder without qualification.

### **Security**

F67. This ITPD contains documents that are classified up to OFFICIAL only. It is anticipated that the highest classification of documents to be made available during the Competition will be OFFICIAL – SENSITIVE. Such documents will be marked accordingly and separate instructions on handling these documents will be provided.

F68. Bidders are required to ensure that any OFFICIAL – SENSITIVE documents are not transmitted via facsimile or e-mail or via the internet either in the UK or overseas. OFFICIAL – SENSITIVE material may be sent via a postal system in a sealed envelope, but such documents to be sent overseas shall be double enveloped. The inner envelope shall show the address, name and appointment of the addressee and be marked OFFICIAL – SENSITIVE, boldly in red. No protective marking shall appear on the outside envelope which shall be addressed as usual.

F69. Delivery of the AFRP Services will require the successful Bidder to process, store and transmit classified Authority information, up to and including information classified at SECRET UK Eyes Only. Each Bidder shall comply at all times with the Security Aspects Letter ("SAL") at Annex E of this ITPD associated with the Competition, and to which each Bidder has declared compliance prior to receiving this ITPD. The successful Bidder may be required to sign an updated SAL at Agreement award.

F70. This ITPD is without prejudice to the security obligations by which Bidders are bound under the PQQ, the Non-Disclosure Agreement, the latest SAL and the Data Room Rules.

F71. Further to DEFCON 658 and in accordance with the Defence Cyber Protection Partnership (DCPP) scheme, the Authority assesses the cyber risk profile for this Competition as **HIGH**, as defined in Def Stan 05-138. All Bidders are required to complete a supplier assurance questionnaire ("SAQ") at [SAQ Form](#), using the Risk Assessment Reference: **119745680** As the Cyber Risk Profile for this Risk Assessment is High, Bidders shall complete a Risk Assessment for each subcontracted element of this work.

F72. If the results of the SAQ signify that a Bidder does not demonstrate compliance with the cyber risk profile determined by the Authority, the Bidder will be notified by the Authority and shall submit a cyber implementation plan as part of their First Proposal. The cyber implementation plan shall be agreed with the Authority during the Dialogue. If the cyber implementation plan is not so agreed, the Authority may exclude the Bidder from further participation in the Competition. If the Bidder is successful in the Competition and is awarded the Agreement, the Bidder's cyber implementation plan will be incorporated into the Agreement.

### **Applicable Laws**

F73. The laws of England apply to this ITPD and to the Competition and the English courts shall have exclusive jurisdiction in relation to any dispute arising under or regarding this ITPD or the Competition.

F74. Any Agreement awarded following completion of the Competition will be subject to English law and the exclusive jurisdiction of the English courts (subject to any alternative dispute resolution mechanisms which may be included in the Agreement).

F75. Bidders shall comply with all applicable UK legislation and any equivalent legislation in any other relevant jurisdiction throughout the Competition, including the UK Competition Act 1998 and the UK Bribery Act 2010.

F76. Bidders shall be aware that laws applying to the Competition may change. The Authority does not take responsibility for any such changes or other external factors that may affect the Competition.



**Ministry of Defence**

**Tender Submission Document (Offer) – Ref Number [ITPD – 701577378]**

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

The undersigned Bidder, having read the ITPD Documentation and ITPD Material, offers to supply the Supplier Deliverables at the stated price(s), in accordance with any referenced drawings and/or specifications, subject to the Conditions of Tendering. It is agreed that only the Agreement Terms & Conditions or any amendments issued by the Authority shall apply.

<b>Applicable Law</b>				
I agree that any Agreement resulting from this competition shall be subject to English Law				Yes / No
<b>Total Value of Tender (excluding VAT)</b>				
£ .....				
WORDS .....				
<b>UK Value Added Tax</b>				
If registered for Value Added Tax purposes, insert:				
a. Registration No .....				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
<b>Location of work (town / city) where Agreement will be performed by Prime:</b>				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Supplier Deliverables	Estimated Value	SME Yes / No
<b>Mandatory Declarations</b> (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			<b>Bidder's Declaration</b>	
Are the Supplier Deliverables subject to IPR that has been exclusively, or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?			Yes* / No	
Are the Supplier Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528.			Yes* / No	
Have you obtained the foreign export approval necessary to secure IP user rights in the Supplier Deliverables for the Authority, including technical data, as determined in the Agreement Terms and Conditions?			Yes* / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?			Yes* / No / N/A	
Have you completed Form 1686 for Sub-Contracts?			Yes* / No	
Have you completed the compliance matrix / matrices?			Yes / No / N/A	
Are you a Small Medium Sized Enterprise (SME)?			Yes / No	
Have you and your Sub-contractors registered with the Prompt Payment Code with regards to SMEs?			Yes / No	
Have you completed and attached Bidder's Commercially Sensitive Information Form?			Yes* / No	

If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Supplier Deliverables, or any item provided in accordance with the Terms and Conditions of the Agreement contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Supplier Deliverables or any item provided in accordance with the Terms and Conditions of the Agreement (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council.	Yes* / No
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Agreement award, if you are identified as the winning Bidder?	Yes / No / Not Required
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?	Yes / No / Not Required
Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITT?	Yes / No
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
<b>Bidder's Declaration of Compliance with Competition Law</b>	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ul style="list-style-type: none"> <li>a. the offered price has not been divulged to any Third Party;</li> <li>b. no arrangement has been made with any Third Party that they shall refrain from tendering;</li> <li>c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion;</li> <li>d. no discussion with any Third Party has taken place concerning the details of either's proposed price; and</li> <li>e. no arrangement has been made with any Third Party otherwise to limit genuine competition.</li> </ul> <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information/documentation (submitted to the Authority during this Competition) more widely within Government for the purpose of ensuring effective cross-Government tender processes, including value for money and related purposes. We certify that we have identified any sensitive material in the Bidder's Commercially Sensitive Information Form (DEFFORM 539A).</p>	
<b>Dated this..... day of ..... Year .....</b>	
<b>Signature:</b> <span style="float: right;"><b>In the capacity of</b></span> (Shall be scanned original) <span style="float: right;">(State official position e.g. Director, Manager, Secretary etc.)</span>	
<b>Name:</b> (in BLOCK CAPITALS)  <b>duly authorised to sign this Tender for and on behalf of:</b>  (Bidder's Name)	<b>Postal Address:</b>  <b>Telephone No:</b> <b>Registered Company Number:</b> <b>Dunn And Bradstreet number:</b>

## **Information on Mandatory Declarations**

### **IPR Restrictions**

1. Where the Supplier Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding you shall select 'Yes' in Annex A (Are the Supplier Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding).
2. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 1 above, you shall provide details in your Tender of any Supplier Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclose the Supplier Deliverable, including export restrictions. In particular, you shall identify:
  - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
  - b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Supplier Deliverables;
  - c. the nature of any allegation referred to under sub-paragraph 2.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and/or;
  - d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 2.b.
3. You shall, when requested, give the Authority details of every restriction and obligation referred to in paragraph 5. The Authority will not acknowledge any such restriction unless so notified under paragraph 5 or as otherwise agreed under any resultant Agreement. You shall also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
4. If you have previously provided information under paragraphs 3 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

### **Notification of Foreign Export Control Restrictions**

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

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

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

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

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

You shall complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Supplier Deliverables identified at paragraph 6 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

7. You shall use reasonable endeavors to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you shall state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Supplier Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you shall inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.

9. You shall notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 6.

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

### **Import Duty**

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

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

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

### **Cyber Risk**

14. Further to DEFCON 658 and in accordance with the Defence Cyber Protection Partnership (DCPP) scheme, the Authority assesses the cyber risk profile for this Competition as **HIGH**, as defined in Def Stan 05-138. All Bidders are required to complete a supplier assurance questionnaire ("SAQ") at [SAQ Form](#), using the Risk Assessment Reference: **119745680**. As the Cyber Risk Profile for this Risk Assessment is High, Bidders shall complete a Risk Assessment for each subcontracted element of this work.

### **Sub-contracts Form 1686**

15. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the Cabinet Office - Contractual Process.

## **Small and Medium Enterprises**

16. The Authority is committed to supporting the Government's Small and Medium-sized Enterprise (SME) initiative; its ambitious target is that every £[REDACTED] in every £[REDACTED] that the Government spends shall be with SMEs by 2022. Our goal is that [Redacted]% of the Authority's procurement spending shall be spent directly or indirectly with SMEs by 2022; this applies to the money which the Authority spends directly with SMEs and through the supply chain. SMEs are defined in the EU recommendation 2003/361.

17. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their Sub-contractors are encouraged to make their own commitment and register with the Prompt Payment Code.

18. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policies and our SME Action Plan can be found at Gov.UK.

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

19. The Authority shall publish notification of the Agreement and publish Agreement documents where required following a request under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition between suppliers.

20. The Authority may publish the contents of any resultant Agreement in line with government policy set out in the Prime Minister's letter of May 2010 (Government Transparency and Accountability) and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Agreement Clause 5 or SC2 Conditions of Agreement Clause 13.

21. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2004 ("the EIR").

22. You shall complete the attached Bidders Commercially Sensitive Information Form (DEFFORM 539A, SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.

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

## **Electronic Purchasing**

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

## **Change of Circumstances**

25. if you have not previously submitted a Statement Relating to Good Standing or circumstances have changed, please select 'Yes' and submit a Statement Relating to Good Standing with your Tender.

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

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

## **Defence Safety Authority (DSA) Requirements**

27. There are no DSA Requirements.

## **Bank or Parent Company Guarantee**

29. You will be informed whether you are required to provide a Bank or Parent Company Guarantee. In the event that you are selected as the winning Bidder, you shall provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Agreement will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Bidder. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Bidder, enabling the Authority to establish the next winning Bidder and award an Agreement.