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**Defence
Infrastructure
Organisation**

BOOKLET 1

DEFFORM 47 (INVITATION TO TENDER)

IN RELATION TO

**FACILITIES MANAGEMENT OPERATIONS (AFRICA)
FMO(A)**

CONTRACT NUMBER: 709303453

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This is one of six booklets as listed below that together, comprise of the Facilities Management Operations (AFRICA) FMO(A) Contract.

DOCUMENT No.	TITLE
Booklet 1 of 6	DEFFORM 47 <i>(Only Included at Invitation to Tender)</i>
Booklet 2 of 6	Conditions of Contract (including Contract data) Schedule of Amendments to NEC4 TSC Option A
Booklet 3 of 6	Requirements Information
Booklet 4 of 6	Client Supplied Data
Booklet 5 of 6	Pricing Information
Booklet 6 of 6	Contractors Plan <i>(included following ITT)</i>

Document Change Record

Version	Date	Detail	Issued
V1.0	18 Jan 24	Document at distribution of ITT	18 Jan 24
V1.1	02 Feb 24	Amendment 01 to Booklet	02 Feb 24
V1.2	16 Feb 24	Amendment 02 to Booklet	16 Feb 24

Contents

This Invitation to Tender sets out the requirements that Tenderers must meet to submit a valid Tender. It also contains the draft Contract, further related documents and forms and sets out the Authority's position with respect to the competition.

This invitation consists of the following documentation:

BOOKLET 1

- DEFFORM 47 – Invitation to Tender. Booklet 1 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
 - Section A – Introduction Page 01
 - Section B – Key Tendering Activities Page 08
 - Section C – Instructions on Preparing Tenders Page 10
 - Section D – Tender Evaluation Page 49
 - Section E – Instructions on Submitting Tenders Page 54
 - Section F – Conditions of Tendering Page 55
 - Associated Annexes;
 - DEFFORM 47 Annex A – Tender Submission Document (Offer) Page 59
 - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations

Annexes (Documents attached)

- Annex B – DEFFORM 24 – Specimen Form of Guarantee given by a Parent Company in Respect of a Subsidiary
- Annex C – Compliance Checklist
- Annex D – DEFFORM 539A – Commercially Sensitive Information
- Annex E – Template Tenderer Risk Register
- Annex F – Assumptions/Dependencies List
- Annex G – Sub-Contractor Form (F1686)
- Annex H – Insurance Response
- Annex I – DEFFORM 68 – Hazardous Materials
- Annex J – DEFFORM 528 – Import/Export Controls
- Annex K – Social Value
- Annex L – TUPE Employee Information
- Annex M – Anti-Collusion Certificate

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- Annex N – FMO(A) Request for Clarification Form

Please note – all relevant DEFFORMS can be found at this link:

<https://www.gov.uk/guidance/knowledge-in-defence-kid>

BOOKLET 2

- Conditions of Contract – Schedule of Amendments to NEC4 TSC Option A (as amended) and associated annexes.

BOOKLET 3

- Statement of Requirements and associated Modules.

BOOKLET 4

- Client supplied Data.

BOOKLET 5

- Pricing Information

BOOKLET 6 *[to be inserted following ITT]*

- Contractors Plan as detailed at paragraph C6

Please note – all relevant DEFFORMS can be found at this link:

<https://www.gov.uk/guidance/knowledge-in-defence-kid>

Section A – Introduction

BOOKLET 1 Definitions

In this ITT the following words and expressions shall have the meanings given to them below:

- A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown. For the purposes of Booklets 2 to 6 “The Authority” will be known as “The Client”.
- A2. “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.
- A3. “Conditions of Tendering” means the conditions set out in this DEFFORM 47 that govern the competition.
- A4. A “Consortium Arrangement” means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.
- A5. “Contract” means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.
- A6. “Contract Terms & Conditions” means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.
- A7. “Contractor 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 Contractor is required to provide under the Contract.
- A8. “Cyber Security Model” means the model defined in DEFCON 658.
- A9. “Defence Sourcing Portal” means the electronic platform in which Tenders are submitted to the Authority.
- A10. “Government Furnished Information” means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.
- A11. “ITT Documentation” means this ITT and 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 ITT.
- A12. “ITT Material” means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.
- A13. “Schedule of Requirements” Means all booklets associated with delivery of this requirement, Booklets 3, 4 and 5.

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A14. The “Statement of Requirement” means Booklet 3, The Scope, that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A15. A ‘Sub-Contractor’ means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

A16. A “Sub-Contracting Arrangement” means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

A17. A “Tender” is the offer that you are making to the Authority.

A18. “Tenderer” means the economic operator submitting a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.

A19. A “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 Tenderer or their respective employees.

Purpose

A20. The purpose of this ITT is to invite you to submit a Tender, in accordance with the instructions set out in this ITT, to propose a solution and best price to meet the Authority's requirement. This documentation explains and sets out the:

- a. timetable for the next stages of the procurement;
- b. instructions, conditions and processes that governs this competition;
- c. information you must include in your Tender and the required format;
- d. arrangements for the receipt and evaluation of Tenders;
- e. criteria and methodology for the evaluation of Tenders; and
- f. Contract Terms & Conditions;

A21. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance and/or precedence.

A22. This requirement is exempt from advertising.

A23. This ITT is **not** subject to the Public Contract Regulations (PCR 2015) or the Defence and Security Public Contracts Regulations (DSPCR) 2011, however, the principles of DSPCR 2011 will be applied throughout the procurement process.

A24. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage under the Restricted Procedure.

A25. A Contract Bidders Notice has not been advertised because this requirement is exempt from advertising.

A26. Funding has been approved for this requirement.

ITT Documentation and ITT Material

A27. ITT Documentation, ITT Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third-Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

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- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or ITT Material to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A27.c, which as 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 ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT 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 named Commercial Officer if you decide not to submit a Tender;
- g. immediately confirm destruction of (or in the case of software, that it is beyond use) all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A28. Some or all the ITT Documentation and ITT 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. The obligations contained in any such agreement are in addition to, and do not derogate from, your obligations under paragraph A27 above.

Tender Expenses

A29. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

Consortia and Sub-Contracting Arrangements

A30. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular 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 Tenderers to identify the entity that will be the party to the Contract with the Authority.

Material Change of Control

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Facilities Management Operations Africa FMO(A) – Contract No 709303453

Version 1.2

Dated: 16 February 2024 (issued with ITT Amendment No 2)

Booklet 1 – DEFFORM 47 (Invitation to Tender)

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A31. You must inform the Authority in writing as soon as you become aware of:

- a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your DPQQ response or in connection with the submission of your DPQQ response;
- b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your DPQQ response or in connection with the submission of your DPQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or
- c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and
- d. 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.

A32. If a change described in paragraph A31 occurs, the Authority may reassess you against the DPQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended DPQQ 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. The outcome of this further assessment may affect your suitability to proceed with the procurement.

A33. In relation to a change described in paragraph A31, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your DPQQ 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

A34. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of their responses to the DPQQ if:

- a. they fail to re-submit to the Authority the updated relevant section of their DPQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than thirty (30) business days following request from the Authority; or
- b. 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 potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

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Contract Terms & Conditions

A35. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Knowledge in Defence (KiD) website.

A36. The Contract Terms & Conditions are attached as detailed below;

Booklet 2, Conditions of Contract; The contractual Terms and Conditions under which the Contract will be administered.

Booklet 3, The Scope; This captures the Authority's Statement of Requirement. This contains the output specification that the Contractor is required to comply with.

Booklet 4, Client Supplied Information / Data; Further Information Supplied by the Authority (For Information to Tenderers Only).

Booklet 5, Price List; This booklet comprises all pricing information for the requirements detailed.

Booklet 6, will be included following completion of this ITT.

Other Information

A37. The Armed Forces Covenant

- a. 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.
- b. The Covenant is based on two principles:
 - i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
 - ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

The Authority encourages all Tenderers, 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.

- c. 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.
- d. 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: employerrelations@rfca.mod.uk

Address: Defence Relationship Management
Ministry of Defence

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Holderness House
51-61 Clifton Street
London
EC2A 4EY

- e. Paragraph A37 a to d 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.

A38. Project Aims. The overall aim of the Facilities Management on Operations Africa – FMO (A) TFM Contract is: To meet and support current and future operational requirements through the delivery of Total FM services which must be adaptable to accommodate unique local circumstance, and agile enough to meet changing customer and operational demands. The service provided will be sustainable, fit for purpose and MOD statutory and mandatory compliance.

A39. Booklet 4 – Client Supplied Data. All Tenderers are provided with equal access to the Defence Sourcing Portal (DSP) Software hosting Booklet 4: *Data*. The following applies to the operation of the data:

- a. The data and documents contained within Booklet 4 are current only at the time of publishing – the information provided; particularly key dates may change during the procurement process.
- b. Unless stated otherwise the documents are intended as background/ contextual material and not as a requirement or specification.
- c. By accessing the data Tenderers agree to keep the copying, use and distribution of the information provided solely for the purpose for which it has been made available – to develop an FMO Contract solution.
- d. If the information within the Booklet 4 needs to be updated the Authority will notify Tenderers via broadcast messaging on the DSP. DSP messages will only be sent to the account with which Tenderers registered.
- e. Whilst the Authority will endeavour to ensure that information and documentation released by the Authority during the procurement process, whether through the DSP or as part of this ITT, is correct at the time of issue, neither the Authority or its advisors will accept any liability for its accuracy, adequacy or completeness, nor is any warranty, unless expressly stated in writing, given as to its accuracy, adequacy or completeness.
- f. This extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from, any of the ITT documents and in respect of any other written or oral communication transmitted or otherwise made available to any Tenderer, and no representations or warranties are made or given in relation to such statements, opinions or conclusions.

A40. External Advisors. No external advisors have been appointed to support the project team in the delivery of this procurement.

A41. Social Value. The Contractor will be required to report on the delivery of Social Value throughout the life of the Contract. The FMO (A) Team are committed to maximising, so far as is possible, Social Value effectively and comprehensively throughout the delivery of this Contract. This procurement will follow the advice published by the Government Commercial Office in Procurement Policy Note (PPN) 06/20. Guidance advises that Social Value can be

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ensured through the themes and outcomes detailed in Booklet 1 Annex K.

A42. Tender Phase. The Tender phase will commence with the issue of the ITT. The stages of the Tender phase are;

- a. Authority issues the ITT.
- b. Tenderer prepares and submits Tender – This stage ends with Tenders being submitted to the Authority in accordance with the ITT.
- c. Authority evaluates Tender – Each tender will be evaluated by the Authority to identify the Most Economically Advantageous Tender using the award evaluation criteria at Section D of this Booklet 1 – ITT. The Authority will only undertake post Tender discussions where it is necessary to clarify the nature of the Tender or to obtain additional information. The fundamental aspects of the offer will remain unchanged.
- d. Authority submits recommendation – The DIO Senior Commercial Officer will submit a Tender Evaluation Report with recommendations for consideration by the relevant approving authorities.
- e. Authority seeks approval to award contract. – The Authority will seek the necessary approvals to allow Contract Award.
- f. Contract Award – Although not mandatory for this requirement the Authority will apply a standstill period prior to award of contract. The standstill period begins the day after the award decision is issued by e-mail and in writing to all Tenderers in the form of a standstill letter. If the standstill period ends on a non-working day, it must be extended to the next working day. The contract will then be awarded after the mandatory standstill period or 10 (ten) days after final determination of any legal proceedings initiated during the standstill and challenging the Contract Award. Once the standstill period has passed (or legal proceedings have been finally determined in the Authority's favour), the Authority may then exercise the option to formally accept the Tender offer in writing. The contract will at that point be brought into existence.

A43. Omissions from the Service Information. The Tenderer is asked that when reviewing the Requirements Document any items or activities, they believe the Authority has omitted in error are brought to the attention of the Authority as soon as reasonably practical. Any items identified will be investigated by the Authority will determine whether an update to the Requirements Document is required.

Section B – Key Tendering Activities

The key dates for this procurement are currently anticipated to be as follows:

Stage	Date and Time	Responsibility	Submit to:
Issue ITT	18 Jan 24	The Authority	All tenderers
Site Visit	31 Jan to 06 Feb 24 details tbc	The Authority	Project Team and Tenderers
Final tender clarification questions/requests for additional information	11 Mar 24 1700hrs	Tenderers	Defence Sourcing Portal
Authority issues final clarification answers	15 Mar 24 1700hrs	The Authority	Defence Sourcing Portal
Tender Return	25 Mar 24 1700hrs	Tenderers	Defence Sourcing Portal
Tender Evaluation	Apr/May 24	The Authority	Authority – commercial and technical teams.
Clarification Questions to Tenderers from Authority	10 May 24	The Authority	Authority commercial and technical Teams
Contract Award	31 Jul 24	The Authority	Commercial to issue successful/unsuccessful letters
10 Day standstill period post award ends.	12 Aug 24	The Authority	Observed by all, the 10 th day is a Sat – standstill ends on Mon 12 Aug.
Contract Start Date	01 Nov 24	The Authority	Winning Tender

Notes**Clarification Questions**

B1. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

B2. **Tender Return:** The Authority may, in its own absolute discretion, extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

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B3. **Late Bids:** The Authority will not accept late bids. The Authority does not have sight of any bids until after the closing date and time. Tenderers should contact the independent DSP helpdesk should they encounter technical difficulties.

Negotiations

B4. Negotiations to not apply to this tender process.

Section C – Instructions on Preparing Tenders

Construction of Tenders

C1. Your Tender must be written in English, using single spacing, Arial font size 11. Tables can be submitted with font size 9. Tenderers should note that each question has a maximum page count, when the Authority requests submission of policies and/ or plans they do not count towards the page count. Prices must be in USD (\$) and exclusive of UK VAT (all local taxes to be included). Prices must be provided Firm as indicated in the pricing booklet. A price breakdown must be included in the Tender in accordance with Booklet 5.

C2. To assist the Authority's evaluation, you must set out your Tender response in accordance with Section D (Tender Evaluation).

C3. The requirement is divided into two main locations in [REDACTED].

Land Parcel	Location	Services
1.	[REDACTED]	All services as identified in Booklet 3 and 3.5.
2.	[REDACTED]	All services as identified in Booklet 3 and 3.5.

Commercial Proposals

C4. The Commercial Proposal, to be included within the submission of the Tender, will provide the following as a minimum:

- a. The following Sections under C4.b detail all areas of the Commercial Proposal Submission that must be provided in order for Technical Proposals to be considered in line with the Mandated Returns position outlined at paragraph D6.
- b. All sections of the Commercial Proposal will be evaluation on a Yes/No basis with 'No' determining a bid as non-compliant and unable to be considered for contract award as below;

Scoring

No	The Tenderer has not provided all the required Information
Yes	The Tenderer has provided all the required Information.
N/A	The Tenderer is not required to provide information.

1. COMPLIANCE / CHANGES IN CIRCUMSTANCE

Question 1.1: a Statement of Compliance confirming that the Tender offer is made in accordance with this ITT and the Authority's Conditions of Contract. Failure to provide a Statement of Compliance will result in the Tender Offer being deemed non-compliant.

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Question 1.2: Tenderer to submit any changes to any details as submitted in their response to the previously undertaken DPQQ. The Authority reserves the right to reject any Tenderer that has undergone a material change to their business in the intermittent time between DPQQ and ITT.

2. TENDER EXPIRY

Question 2.1: a Statement of confirmation that the Tender does not expire and is capable of being accepted until Contract award in accordance with paragraph C12.

3. TENDER CERTIFICATE

Question 3.1: Submission of a signed Tender Certificate (see Annex A) accompanied by any DEFFORMs etc... necessitated by its completion.

4. ITT COMPLIANCE

Question 4.1: Completion and submission of the ITT Compliance Checklist (see Annex C).

5. COSTED RISK REGISTER

Question 5.1: full details of the Tenderer's costed Risk Register provided in the format of Annex E – Template Tenderer Risk Register. The Register will be scrutinised to ensure that the Submitted Risk Register takes appropriate account of the Contractor's Risks (as detailed at Clause 80 of Booklet 2 – Conditions of Contract) and reflects the Tenderer's pricing proposals.

6. OPEN BOOK ACCOUNTING

Question 6.1: Confirmation that the Tenderer will allow the Authority access to its books, accounts, documents and other records when and to the extent required by the Authority.

7. INSURANCE PROPOSALS

Question 7.1: Submission of full details of the Tenderer's insurance proposals.

Question 7.2: Tenderers to provide a statement on the applicability of DEFCON 661/661A in this Contract. Where a Tenderer believes the Authority should provide indemnity under DEFCON 661/661A the Tenderer must provide details of their justification and costs should they be able to obtain their own indemnity.

8. SECURITY

Question 8.1: The cyber security threat level has been assessed as **Very Low**. This will be monitored throughout the Contract and the Contractor briefed on any changes. The Tenderer must complete the Supplier Assurance Questionnaire using the code: 101902999 on the [SAQ Form](#), returning this to both email address; ISSDes-DCPP@mod.gov.uk and including within the Tender Response.

Question 8.2: Completion and submission of previously completed and returned Security Aspects Letter (SAL) Annex A (and associated Annex Bs) as provided at Annex F of Booklet 2.

9. ANTI-COLLUSION CERTIFICATE

Question 9.1: Completion and submission of Anti-Collusion Certificate as contained within Annex M confirming that the Tender is a genuinely competitive bid and has not been adjusted by arrangement with a third party.

10. TRANSFER OF UNDERTAKINGS PROTECTION OF EMPLOYMENT (TUPE)

Question 10.1: Confirmation of the Tenderer's Responsibilities and Undertakings with regard to Employee Information provided at Booklet 1 Annex L (*TUPE Employee Information*) and Confirmation that the Tenderer submission takes full account of such information (and with consideration for F20 through F24 of this DEFFORM 47).

11. ASSUMPTIONS/DEPENDENCIES

Question 11.1: The Tenderer is required to submit (using Booklet 1, Annex F) a full list of any assumptions and/or dependencies on which their Tender is based.

12. COMMERCIALLY SENSITIVE INFORMATION

Question 12.1: Tenderer's Commercially Sensitive Information. Tenderers should complete Annex D (DEFFORM 539A) to Booklet 1 with all information they consider to be Commercially Sensitive. This information will then be transposed to Annex J to Booklet 2 on Award of Contract.

13. PARENT COMPANY GUARANTEE

Question 13.1: Confirmation that the Parent Company Guarantee provided at Annex B can be requested, if required, prior to contract award.

14. SUB-CONTRACTORS

Question 14.1: Tenderers shall supply a statement detailing the process they would employ to ensure that sub-contractors are paid in accordance with Paragraph the statement below and demonstrate that they are complying with this condition in all other contracts they currently hold with the Authority.

The Contractor shall pay their subcontractors and suppliers within 30 days of receipt of a valid claim. Previously some Tenderers have chosen to interpret this as meaning that sub-contractors and suppliers must be paid within 30 days from the date of validation of the sub-contractor's or supplier's claim and in some cases as 30 working days. Neither of these interpretations is acceptable. Sub-contractors and suppliers must be paid within 30 days from the date of receipt from the sub-contractor or supplier of an acceptable claim, no matter how long the validation process takes. Tenderers should make clear in their submission that they understand and accept this interpretation.

Question 14.2: Completion, if applicable with sub-contractors working on/in areas considered Official-Sensitive, of the Sub-Contractor Form (also known as F1686) provided at Annex G to this Booklet 1.

15. TIMBER AND WOOD-DERIVED PRODUCTS

Question 15.1: Tenderers shall complete Booklet 2, Annex O for any Timber or Wood-Derived products for use in delivery of the requirement.

16. NEW SITE DEVELOPMENTS

Question 16.1: Tenderers must provide a statement confirming their understanding that changes to Site through new developments (if/when completed) will be dealt with through the applicable contractual mechanisms as and when required. Price changes instigated will be fully benchmarked and savings realized (where old assets replaced with new etc...) through this process.

Question 16.2: Tenderers are to confirm their understanding that these new assets are guaranteed for inclusion within the FMO Contract, these decisions being dependent on ownership etc... as determined on completion.

17. PRICING INFORMATION (Booklet 5)

Question 17.1: Tenderers are to submit their fully completed Booklet 5 (Pricing Information). **Note Deleted**

Contractors Plan

C5. The Contractors Plan proposals in response to this ITT will provide responses to paragraph C6 as a minimum. This Document, along with the Potential Providers Technical Proposal will form binding contractual obligations and be inserted into the Contract as Booklet 6 following completion of ITT. Failure to supply the required information, or in the required format, may result in the Tender being rejected.

C6. Contractors Plan is to include;

a. General

- i. The Contractor's Plan shall be supported by a programme setting out the delivery date for the deliverables associated with each section of the Contractors Plan and a schedule of the subsequent review activities. This information together with the Technical Proposals contained in the Tenderer's Tender will form the Contractor's Plan required in accordance with clause 31 of Booklet 2 – Conditions of Contract.
- ii. In addition, the Contractor's Plan shall include the elements set out in the following paragraphs and for the purpose of this paragraph C6, the term "Contractor" shall mean the Tenderer.

b. Proposed Staff and Organisation

This section of the Contractor's Plan shall include, but is not limited to:

- i. An organization chart setting out the entirety of the Contractor's organisation structure including locations. This is to be supported by details of all posts within that structure together with job descriptions and skills profiles for the middle and senior management posts. In addition, the Contractor shall provide details of skills profiles of technical, specialist and range staff.
- ii. Locations of Contractor's offices and Establishments for which each office will be responsible and travel times from the office to each Establishment.

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- iii. Details of how the Contractor shall utilize the accommodation provided in relation to the proposed staffing / Organisation chart.
- iv. Arrangements to comply with the SRP in JSP 375.
- v. Methodology for provision of professional and technical advice as set out in Booklet 3 to include details of posts, job descriptions and skills profiles together with post locations for those who will provide the advice.
- vi. Organisation structure and location of the Help Desk.

c. **Health & Safety Documentation**

This section of the Contractor's plan shall include, but is not limited to:

- i. Details of how the Contractor shall comply with the stated statutory and mandatory requirements in delivering the service under the contract and how the Contractor shall plan, record and manage the maintenance, inspection, testing and servicing to achieve this.
- ii. Details of how the Contractor shall deliver the service under the contract with a Safety Management System that reflects the requirements of the Health & Safety Executive publication titled 'Successful Health and Safety Management (HSG65)' and clearly defines the organisation and the arrangements.
- iii. Details of how the Contractor shall ensure that a fully compliant joint venture Safety Management System is put in place before any service delivery.
- iv. A programme with a detailed work breakdown structure to demonstrate how the Contractor shall develop the Construction Phase H&S plan before the ISD.
- v. Details of how the Contractor shall ensure that there is sufficient supervision, so far as is reasonably practicable, to monitor the health, safety and welfare of all personnel employed throughout the Contract.
- vi. Details of how the Contractor shall ensure that competent Principal Designer provision is available at each Establishment and that CDM related duties are carried out for CDM notifiable projects delivered under the Contract.
- vii. Details of how Principal Designer's will be granted the delegation and independence to enable them to fulfil their obligations under the Construction (Design and Management) Regulations 2015.
- viii. Details of how health & safety advice can be obtained at each Establishment from suitably qualified and experienced personnel who hold a minimum of a NEBOSH Certificate throughout the Contract. This health & safety advice shall be required throughout the life of the Contract.

d. **Sustainable Development**

This section of the Contractors Plan shall include, but is not limited to:

- i. Details of the Contractor's commitments to the use of appropriate SD and environmental appraisal and assessment tools to identify current and future SD and environmental risks and opportunities throughout the life of the contract; details of how the tools will be applied to relevant stages of

projects and activities within the contract; a description of the benefits of using the tools and confirmation that the resulting outputs will be automatically implemented as a matter of course.

- ii. A description of the Contractor's commitment to implement proposals (as appropriate) that will assist the Authority in achieving its longer-term objective of developing a sustainable estate. The Contractor shall confirm that its commitment to support the Authority's longer-term objective extends throughout the life of the contract. The proposals shall cover all new builds, refurbishments, maintenance activity and acquisitions.
- iii. A description of the Contractor's waste reduction policy and details of policies and processes that the Contractor will implement to demonstrate a year-on-year reduction in waste produced by the Contractor's construction activities; details of the actions the Contractor shall take to achieve a reduction in the amount of waste sent to landfill together with the Contractor's commitment to achieve year on year targets for the reduction in waste sent to landfill. The year-on-year waste reduction and landfill avoidance targets shall be specified in this section.
- iv. A description of how the Contractor shall develop its EMS / SMS to demonstrate how it will comply with / contribute to the Authority's SD requirements.

e. **Energy Management**

- i. The Contractor's arrangements for Energy Management in accordance with the requirements specified in Booklet 3A – Requirements Document (Total FM). These arrangements shall also state the outputs from any Energy Management Plan (EMP) and specify how these outputs will control, manage and reduce energy consumption on the Authority's estate.
- ii. Details of how the outputs from the EMP will be used and the type of actions resulting from the outputs (such as making adjustments to controls) that will be implemented by the Contractor without recourse to further funding from the Authority.
- iii. Arrangements for initial / subsequent annual energy surveys to be carried out, data capture / retention and method of providing feedback to the SM.

f. **Security**

The Contractor shall provide its arrangements for complying with the Authority's security requirements and, in particular, the means of ensuring the Authority's records and data are held and transferred in a secure manner.

g. **Fraud Prevention**

The Contractor shall demonstrate its commitment to anti-fraud prevention and deterrence measures by providing a response to the Fraud Prevention Manual / Booklet (Annex E to Booklet 2 Conditions of Contract), the Authority Policy Statement on Irregularity, Fraud, Theft and Corruption (Appendix B to Annex E to Booklet 2 – Conditions of Contract) and in accordance with condition 18 of Booklet 2. This section of the Contractor's Plan shall include:

- i. A Fraud Policy Statement (FPS) signed by your Managing Director(s).
- ii. A fully populated Fraud Prevention Risk Register covering all aspects of the contract.

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- iii. A fully populated Fraud Response Plan including reporting process, whistle blowing process and what committees will be established to complete the requirement.
- iv. Description of how Fraud Prevention and Detection is promoted throughout your organisation and Supply Chain including training and awareness.
- v. A statement of commitment to ethical business behaviour.
- h. **Information Systems**

This section of the Contractor's Plan shall include, but is not limited to:

 - i. A description of the Contractor's IS including details of the access arrangements for Authority's staff both within and outside the Affected Property, as well as the functionality and structure of the IS.
 - ii. Ability of IS to achieve Defence Information Infrastructure (DII) approval and Defence Security and Assurance Services (DSAS) accreditation.
 - iii. Robust arrangements for the management of accounts / permissions and functionality to implement these.
- i. **Data Management**

This section of the Contractor's Plan shall include, but is not limited to:

 - i. Arrangements for the management of Estate Data and Task Data in accordance with specified data standards.
 - ii. Arrangements for data assurance, data exchange and the migration from / to outgoing and incoming contractors respectively.
- j. **Quality Management System (QMS)**
 - i. The Contractor shall provide a contract-specific Quality Plan that demonstrates how the QMS is used to achieve the requirements of the Contract.
 - ii. The Contractor shall describe the link between the QMS and continuous improvement and how such improvement shall be achieved. This includes the process for capturing defects analysis, lessons learned and making changes to processes to improve performance.
- k. **Compliance and Auditing**
 - i. The Contractor shall provide its methodology of demonstrating compliance with the Requirements Documentation (Booklets 3 and 4) by using a combination of internal and external monitoring and auditing (first, second and third party).
 - ii. The Contractor shall provide details of the various types of audits and how they interact with each other to create a coherent system.
- l. **Performance Management System**

The Contractor shall describe its Performance Management system, demonstrating how it is used to manage performance records, comply with the service requirements and provide the necessary reports.
- m. **End User Satisfaction**

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The Contractor shall provide its End User satisfaction management plan and the relationship between End User satisfaction and continuous improvement.

n. Change Management

The Contractor shall provide its proposed processes and procedures to comply with the Authority requirements for managing change, including compensation events, described in the Requirements Documents.

o. Changes to Affected Property

The Contractor shall provide its process for implementing changes to the Affected Property in conjunction with the change management requirements described in the Requirements Document.

p. Business Continuity

The Contractor plans for ensuring Business Continuity, to include:

- i. Service Provision, i.e. ensuring that the Contractor takes steps to continue to provide the service necessary to enable training outputs to be achieved on the Operational Estate.
- ii. Focus on delivery, ensuring that resources are flexed from one location to another in order to ensure service is not disrupted, if at all possible.
- iii. In the event of natural disaster, pandemic or national emergency where events outside the control of the Contractor preclude normal service delivery, the plan describes the steps taken to prioritise resources so that the highest priority services are disrupted least.

q. Relationship Management

The Contractor shall provide its relationship management plan, prepared in accordance with BS 11000, containing all sections detailed in table B1 of BS 11000.

r. Mobilisation Strategy and Plan

The Contractor shall provide its mobilisation strategy. The strategy shall include, but is not limited to:

- i. The mobilisation programme for transition of all aspects of service delivery.
- ii. The programme for developing a compliant Safety Management System and Quality Plan.
- iii. Arrangements
- iv. The to ensure that continuity of service will be maintained by:
 - Continuity of Authorised Person cover,
 - Availability of staff to be maintained,
 - Communication strategy to convey relevant information to all stakeholders.
- v. The plan for setting up the Help Desk and ensuring that the helpdesk software is fully integrated into the Contractor's IS.
- vi. The plan for developing a fully functioning management IS. This shall include the plan for accepting data from the outgoing contractor's IS to the Contractor's IS.

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- vii. The plan for identifying training requirements and providing training to the Contractor's staff.
- viii. The plan for obtaining / ensuring that all Contractor's staff have the necessary security clearances to enable the Contractor to deliver the service without interruption.
- ix. The Contractor shall develop the mobilisation strategy into a detailed Mobilisation Management Plan (MMP), including all dependencies, in accordance with the Authority's mobilisation requirements at Module D to Booklet 3.

s. Statutory and Mandatory Requirements

The Contractor shall provide a plan including, but not limited to:

- i. A specification of the standards such as European Standards, British Standards, Authorised Codes of Practice & Industry best practice as defined by bodies such as CIBSE & HVAC that will be adopted to deliver compliance against each relevant line item on the MOD SFG 20.
- ii. A description of how the Contractor will deliver Statutory & Mandatory Compliance of the Affected Property. This shall include the standards to be adopted for each relevant line item in the MOD SFG 20.
- iii. Arrangements to ensure that staff (including supply chain) carrying out the inspecting, testing and servicing have sufficient knowledge and experience to carry out the tasks to the required standard.
- iv. Arrangements to ensure that all Assets in the Affected Property that require inspection, testing and / or servicing are identified together with the processes that will be used to determine the type of inspection, testing and / or servicing applicable to each Asset.
- v. The template that will be used to develop the annual Establishment specific inspection, testing and / or servicing schedule and preventative maintenance. This shall be known as the Establishment Specific Task Schedule (ESTS).
- vi. The processes and programme for finalizing the ESTS for every Establishment in the Affected Property.
- vii. The processes that will be implemented to ensure that remedial works identified as a result of inspecting, testing or servicing activities are carried out within the time allowed.
- viii. Details of how the Contractor will empower staff to promptly remedy minor faults found during inspecting, testing and servicing activities such that they do not develop into major faults.
- ix. Description of how the Contractor shall maintain and update the plans for the management of the asbestos and legionella risk on the MOD estate to achieve compliance with statutory requirements.

t. Total Facilities Management Services

- i. The Contractor shall provide Hard and Soft FM services describing how the required service level and, in particular, defined response times will be achieved. The subjects covered by the plan shall include, but are not limited to:

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- Pre-planned Preventative Maintenance
 - Response Maintenance, in particular, defined response times
 - Remedial Maintenance (below IRL)
 - Remedial Maintenance (above IRL)
 - Grounds Maintenance
 - Vermin control
 - PAT testing
- ii. The maintenance services plan for Assets shall include, but is not limited to:
- i. Arrangements to ensure that staff (including supply chain) carrying out the maintenance services have sufficient knowledge and experience to carry out the tasks to the required standard.
 - ii. The processes that the Contractor will employ to ensure that Response Maintenance is delivered within the correct time scales and to the required quality standard.
 - iii. Arrangements to ensure that performance targets are achieved.
 - iv. Details of how the Contractor's organisation (staff) will be used to identify and execute maintenance tasks as soon as possible to avoid them becoming bigger tasks that exceed the IRL. Examples would be the repair of minor leaks in plumbing systems.

u. Supply Chain Management

The Contractor shall provide a plan for procuring, managing and using its supply chain. The plan shall include, but is not limited to:

- i. The principles, criteria and processes that will be used to select and employ contractors as supply chain members.
- ii. The principles such as exclusive rights to all work in a particular geographical area that will be used in selecting the supply chain member to deliver a particular service.
- iii. Processes for monitoring quality of output including comparisons between supply chain members and how the results will be used to make improvements.
- iv. The principles that will be used for allocation of risk between the Contractor and its supply chain in relation to additional works and services procured using Task Orders. The Contractor shall demonstrate how it will ensure that risks transferred to the Contractor are being managed by the most appropriate organisation from a technical and financial point of view.
- v. As and when supply chain companies are engaged, they shall be listed in the Contractor's Plan.

v. Additional Services

The Contractor shall provide a plan for the managing the delivery Additional Services and it shall in particular:

- i. Provide a detailed process by which Additional Services shall be managed across each of the process stages and clarify how the Contractor's organizational and staffing structure will be used to manage and deliver the services at each stage. It shall differentiate between services costing less than \$30K (thirty thousand USD) and those costing more than \$30K (thirty thousand USD) but below \$325K (Three Hundred and Twenty-Five USD).

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- ii. Provide an outline of a desktop guide focusing on activities to be undertaken by the Contractor's staff on Additional Services in accordance with Booklet 3 – Module L and provide a commitment by the Contractor to develop the outline desktop guide into a detailed guide (paper and e-enabled) covering all activities (of Contractor's staff, Authority's staff and other stakeholders) required to successfully deliver an additional service. This development work shall be undertaken during the mobilisation period and completed before ISD. The Contractor shall actively engage with the Authority's staff in developing this guide. The guide shall accord with the Change Management process set out in Annex B of Booklet 2.

w. Exit Strategy

- i. The Contractor shall provide a commitment to complete an agreed Exit Strategy with the Authority in accordance with the Requirements Documents. The Contractor shall also provide a detailed management plan including a programme of activities for developing the Exit Strategy within the specified time scale.
- ii. The management plan shall also address the principles to be adopted for the annual reviews of the strategy throughout the life of the contract.

x. Insurance

The Tenderer is referred to Booklet 2 – Conditions of Contract, and in particular, clause 8 (Liabilities and insurance). Clauses 83 (Insurance Cover) and 84 (required insurances) provide details of the Required Insurances. In response, the Tenderer is to complete the Insurance Table provided at Annex H (insurance Response) to this ITT. The Tenderer is to confirm its proposals in response to scored question C4 Section 7 under the Commercial Proposal, which will be evaluated in accordance with the evaluation criteria detailed for use with the Commercial Proposal.

Price (Cost Element)

C7. As part of the Commercial Proposal submission, Tenderers are to provide pricing in line with the following:

- a. In order to facilitate the comparison of tenders, the prices quoted for the services must be submitted in strict accordance with Booklet 5.
- b. The Tenderer is required to provide a Firm Price Tender for the full delivery of the Core Service for Years 1 (one) to 3 (three) and Optional Years 4 (four) and 5 (five).
- c. The Tenderer is required to provide a Firm Price for Mobilisation (in accordance with the mobilisation programme at Module D to Booklet 3 and mobilisation Milestone Payment Schedule at Item 1 of Booklet 5). The Tenderer is also required to provide a Firm Price for the de-mobilisation 3 (three) month period prior to the end of Year 3 (three) (or Optional Years 4 (four) or 5 (five) should the Authority take up either or both Options).
- d. All prices and rates must be stated in US Dollars (\$USD) (ex UK VAT where applicable) for all locations. All local taxes are to be included in the tender price.
- e. The tenderer is asked to provide within its tender at Booklet 5 – Price information a fully priced and costed submission for the inclusive Repair Limit (IRL) bandings as described in Pricing information (Booklet 5).

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- f. Pricing information (Booklet 5) is to be submitted within the Commercial Envelope on the Defence Sourcing Portal (DSP) as described at Q17 of serial C4 of this Booklet 1.
- g. [REDACTED] is currently outside of the scope of the contract, however the *Client's* intention is to gather the necessary information and conduct the appropriate stakeholder engagement to enable inclusion of the UK Enclave within FMO(A) in the future, improving the standard of service in that location. As such, the *Client* requests that the Contractor provides an indicative price for the UK Enclave in a separate pricing booklet to the FMO(A) requirement, this element will not be scored against during the tender evaluation. Costs to include soft and hard services less catering.

Technical Proposals (Non – Cost Element)

C8. The Technical Proposal shall contain proposals which, if accepted, will form binding contractual obligations. Failure to supply the required information, or in the required format, may result in the Tender being rejected. The Tenderer is to note that the proposals contained in the responses to the Technical scored questions (numbered 1 to 12 at paragraph C11) must be firm commitments and form part of the Contractor's Plan.

C9. **Technical Scored Questions.** The Tenderer is to note that the proposals contained in the responses to the Technical scored questions (Paragraph C11) must be firm commitments and form part of the Contractor's Plan as detailed at paragraph C6. The Tenderer is also required to;

- a. confirm that they are able to provide the complete service required as described in the Contract Documents. It is anticipated that in some cases, Tenderers may have to enter into either a partnership arrangement or utilise subcontractors in order to provide the required complete service. In the event of a partnership/joint venture or consortium submitting an acceptable offer. It will be necessary for each member of the partnership/joint venture or consortium to sign an undertaking that each such member will jointly and severally be responsible for the due performance of the Contract. PJHQ, in conjunction with RE Wks Gps and DIO Commercial Branch, will need to evaluate the suitability of such arrangements and, therefore, Tenderers must provide the information requested below. The Tenderer must clearly indicate what work will be carried out within their own organisation and which elements will be carried out by self-delivery or subcontractor arrangement in order to provide the complete service.
- b. submit the following Technical Information in the format as laid out below, with each subject clearly sectioned and indexed. Failure to provide the information as specified may result in a **Not Adequate** evaluation being awarded.
- c. provide a response to each question for each individual Parcel (see Paragraph C3) and, where applicable, each site within that Parcel (e.g. [REDACTED]).

C10. Weightings.

- a. Sections will be weighted as detailed in the table below;

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Question Section (C11)		Weighting (%)
1	Executive Summary	5
2	Contract Information	-
3	Contract Personnel	10
4	Contract Management	7
5.a	Method Statements (Hard FM)	9
5.b	Method Statements (Soft FM)	9
6	Quality Management	10
7	Health & Safety	17
8	Declarations	-
9	Mobilisation	15
10	Demobilisation	-
11	Added Value	8
12	Social Value	10
		100

- b. Where Sections as detailed in paragraph C11 contain more than one question, unless otherwise stated, all questions within that section are weighted equally.

C11. Technical Proposal Questions are to be evaluated at the weightings detailed in the table at paragraph C10. Technical Proposals are to include the following;

Notes on scoring. A score of 0 or 20 against any of the questions at Sections 1 (one) to 12 (twelve) below is considered a non-compliant response and may result in your elimination from the competition. In addition, a minimum score of 60% (sixty) must be achieved against all of the questions in Sections 3 (three), 5 (five), 6 (six), 7 (seven) and 9 (nine). Again, failure to achieve this will be considered a non-compliant response and may result in your elimination from the competition.

In addition, on those questions scored under a yes/no marking regime – A score of “yes” will be determined to be a compliant response while a score of ‘no’ will be considered a non-compliant response.

1. EXECUTIVE SUMMARY – Weighting (see above table)

Question 1.1: (maximum 1500-word count): Tenderers are to provide a synopsis of their approach to delivering the Authority’s requirement, setting out the key points of their proposal. In the event of any differences between this and the detailed method statements requested at Section 5, the latter will take precedence in the evaluation.

Scoring

0	Not Answered	The Tender does not include a synopsis of their approach to delivering the Authority’s requirement.
20	Poor	The Tenderer has provided a synopsis of their approach to delivering the Authority’s requirement. However, the

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		synopsis lacks considerable detail and does not set out key points of their proposal.
40	Partially Acceptable	The Tenderer has provided a synopsis of their approach to delivering the Authority's requirement. However, the synopsis lacks detail and does not set out all key points of their proposal.
60	Acceptable	The Tenderer has provided a detailed synopsis of their approach to delivering the Authority's requirement that sets out all key points of their proposal.
80	Good	The Tenderer has provided a detailed synopsis of their approach to delivering the Authority's requirement which sets out all the key points of their proposal and exceeds Authority's expectations.
100	Excellent	The Tenderer has provided a detailed synopsis of their approach to delivering the Authority's requirement which sets out the key points of their proposal and significantly exceeds Authority's expectations, showing insight into the project and including examples of how they would manage the requirement and mobilisation.

2. CONTRACT INFORMATION – Weighting (see above table)

Question 2.1: (maximum 1500-word count) Tenderers are required to provide

- The name, address, telephone and fax numbers, and e-mail address of the Company from which the Contract will be managed, with that for any parent company;
- The name, address, telephone, VOIP and fax numbers, and e-mail address of the senior member of the Company who will be responsible for the Contract;
- The names and addresses of any Partnering Contractor and Core Service and/or Specialist Subcontractors that you intend to use for the Contract. Clearly indicate the relevant discipline in which you intend to use any Partner or Subcontractor throughout the duration of the Contract. The Tenderer may undertake any specialist Works include but must submit evidence that they have the 'in-house' capability to carry out such Works at time of Tender.

Scoring

No	The Tenderer has not provided all the required Information
Yes	The Tenderer has provided all the required Information.

3. CONTRACT PERSONNEL – Weighting (see above table)

Question 3.1: (maximum 1500-word count): Tenderers must provide details of the personnel they propose to be responsible for the Contract and the location of those personnel. The personnel should be categorised as follows:

- Senior/Chartered Professional – defined as those personnel who are Chartered members of a recognised Professional Institution or Certified IWFM, include specific site management staff.

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- Senior Technician – defined as those personnel that hold a Higher National Certificate (HNC), or equivalent qualification, as a minimum standard in a relevant discipline. As well as professionally qualified engineers, this will include head chefs, fleet managers and waste management heads.
- Technician – defined as those personnel that hold a City & Guilds or an Ordinary National Certificate (ONC) or an equivalent qualification, and suitable experience in an appropriate discipline.
- Senior Administration – defined as those personnel that hold a recognised business qualification.
- Administration – defined as those support staff with no technical function, e.g. accounts, purchasing etc.
- Tradesmen – defined as those personnel with specific training, qualifications and appropriate experience in an appropriate trade.
- Labourers – defined as those staff with no specific technical training who perform non-technical labour-intensive tasks e.g. cleaners, pot washers etc.

Question 3.2: (maximum 1500-word count): Tenderers shall identify key personnel (including any Supply Chain members integrated into the Supplier's management team) and confirm that they are suitably qualified and experienced to deliver the role.

Question 3.3: (maximum 1500-word count): Tenderers shall demonstrate that their key personnel have suitable qualifications and experience by providing detailed job descriptions for all management team posts together with names and Curriculum Vitae (CV) which, must include (as a minimum); full details of qualifications and a detailed breakdown of experience (including currency and competency). Tenderers should be aware that any personnel offered by the successful tenderer for acceptance by the Authority's must have, as a minimum, the qualifications and experience shown on the CV. Any proposed changes to the tenderer's nominated personnel must be submitted to the Authority's for approval, substantiated by the details above.

Question 3.4: (maximum 1500-word count): Tenderers shall nominate a senior member of the Company to whom the Delivery manager will report, and who will be responsible for the Contract.

Question 3.5: (maximum 1500-word count): Tenderers shall clearly state the following:

- The number of site management staff to be committed to the contract.
- The minimum number of technicians (by type) to be totally committed to the contract.
- The minimum number of tradesmen to be totally committed to the contract.
- Precise details of the qualifications of the above technicians and tradesmen.
- The minimum number of labourers to be totally committed to the contract.
- The number of off-site technicians available for unplanned or emergency support, and the response times for bringing them to the relevant Theatre.
- The numbers of off-site tradesmen, by discipline, available for unplanned or emergency support and response times for bringing them to the relevant Theatre.

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- The number and discipline of the Authorised Persons (AP) to be committed to the contract.
- The helpdesk from which out-of-hours call outs will be arranged.

Question 3.6: (maximum 1500-word count): Tenderers shall describe those functions of the performance of the Contract which they propose to undertake out of Theatre at the Company's own premises and provide the location, names, and CVs of the personnel principally responsible for those functions.

Question 3.7: (maximum 1500-word count): Tenderers shall submit proposed organisation charts (family trees) which display the personnel at each site, identifying individual posts, their occupants and inter-relationships with the Authority's. Each post should indicate whether the personnel are LRWs, TCNs or UK Nationals. The number of working hours per week for each category of staff should also be stated as well as leave patterns, proposals to provide cover for illness, programmed absences, training etc.

Question 3.8: (maximum 1500-word count): Tenderers shall submit a separate organisation chart showing the relationships with the Company's out of theatre organisation, clearly delineating the chains of command within the organisation.

Scoring (Questions 3.1 to 3.8)

0	Not Answered	The Tender does not include any details of their key personnel, functions or organisational charts they propose to operate the Contract.
20	Poor	The Tenderer has provided details of the key personnel, functions or organisational charts they propose to operate under the Contract. However, they lack the expertise/detail required and will require significant additional support from the Authority in most areas.
40	Partially Acceptable	The Tenderer has provided details of the key personnel, functions or organisational charts they propose to operate under the Contract. However, they lack the expertise/detail required and may require additional support from the Authority in some areas.
60	Acceptable	The Tenderer has provided details of the key personnel, functions or organisational charts they propose to operate under the Contract. All of which meet the Authority's requirements.
80	Good	The Tenderer has provided details of the key personnel, functions or organisational charts they propose to operate under the Contract which exceed the Authority's Requirement in some areas and requires limited additional support from the Authority.
100	Excellent	The Tenderer has provided details of the key personnel, functions or organisational charts they propose to operate under the Contract which exceed the Authority's Requirement in all areas and requires no additional support from the Authority.

4. CONTRACT MANAGEMENT – Weighting (see above table)

Question 4.1: (maximum 1500-word count): Tenderers must provide within their submissions:

- Provide Evidence that the CAFM system used by the company has 100% interoperability with SFG 20 approved API Partners (direct update compatible).

Scoring (Questions 4.1)

No	The Tenderer has not provided all the required Information
Yes	The Tenderer has provided all the required Information.

Question 4.2 (maximum 1500-word count): Details of all vehicles, plant, equipment, assets, facilities and/or installations that the Tenderer intends to maintain include.

Question 4.3 (maximum 1500-word count): Details of all plant, equipment, assets, facilities and/or installations (or components thereof) that the Tenderer intends to operate and/or maintain by subcontracting to specialists. Provide the names and addresses of any Partnering Contractor and/or Specialist Subcontractors that you intend to use for the Contract. You must clearly indicate the relevant discipline in which you intend to use any Partner or Subcontractor throughout the duration of the Contract.

Question 4.4 (maximum 1500-word count): A proposed methodology for selection and management of supply chain partners and subcontractors not previously identified, including proposals as to how they will incentivise their supply chain arrangements and how they will demonstrate that this is happening.

Question 4.5 (maximum 1500-word count): Details of how the Tenderer proposes to manage the Contract, demonstrating how tasks involving in-house and external resources are to be coordinated.

Question 4.6 (maximum 1500-word count): A Method Statement and a flow chart for the processing and control of Authority Instructions and 'Emergency Call-Outs' received from the Authority or designated representatives to include determination of critical assets (Tier system).

Question 4.7 (maximum 1500-word count): An example of a monthly report, demonstrating how the delivery of services will be presented, including an auditable trail and demonstration of CAFM output including trend analysis.

Question 4.8 (maximum 1500-word count): A statement describing your fraud prevention policy.

Question 4.9 (maximum 1500-word count): Provide a Method Statement showing how they intend to provide support and advice to the Authority.

Scoring (Question 4.2 – 4.9)

0	Not Answered	The Tender does not include any of the required Contract Management information.
20	Poor	The Tenderer has provided Contract Management information. However, the information does not meet all of the Authority's required output (less than 50%) and/or the information supplied is significantly lacking in detail with major omissions.
40	Partially Acceptable	The Tenderer has provided Contract Management information. However, the information does not meet all of the Authority's required output (less than 100% but more than 50%) and/or the information supplied is lacking in detail with minor omissions.
60	Acceptable	The Tenderer has provided Contract Management Information. All of which meets the Authority's requirement.
80	Good	The Tenderer has provided Contract Management Information which exceeds the Authority's Requirement in some areas and requires limited additional support from the Authority.
100	Excellent	The Tenderer has provided Contract Management Information which exceeds the Authority's Requirement in all areas and requires no additional support from the Authority.

5. METHOD STATEMENTS Weighting (see above table)

Question 5 The Tenderer must provide a Method Statement on how quality of service will be assured by the Tenderer and reported to the Authority, including (but not limited to) helpline response times, achievement of KPI's, satisfaction surveys and statistical analysis of core services.

5a. INFRASTRUCTURE SERVICES

Question 5.a.1: (maximum 1500-word count): The Tenderer must provide an overall statement of their interpretation of the requirement and the proposed method of operation to achieve the requirements and to meet the Core Deliverables detailed in the Requirements Modules in Booklet 3.

Question 5.a.2: (maximum 1500-word count): The Tenderer must provide a Method Statement for the monitoring and control of the Planned Preventive Maintenance (PPM) Regime and Remedial Maintenance in accordance with MOD SFG 20.

Question 5.a.3: (maximum 1500-word count): (maximum 1500-word count): The Tenderer must describe their understanding and application of the IRL and provide a Method Statement detailing the processes/procedures proposed for carrying out and recording remedial maintenance up to the IRL.

Question 5.a.4: (maximum 1500-word count): The Tenderer must provide a Method Statement detailing the processes/procedures proposed for carrying out and recording Remedial Maintenance above the IRL and Response Maintenance tasks and Minor New Works up to the Threshold Value in Module L. Tenderers are to describe their understanding and application of the Value/Event Banding levels.

Question 5.a.5: (maximum 1500-word count): The Tenderer must provide a Method Statement detailing the processes/procedures proposed for carrying out Ordered Works over the Threshold Value up to \$325,000 in Module L, using MOD Form 1097/1. This should include details of management, quality control, compliance, inspection, testing, valuation and price.

Question 5.a.6: (maximum 1500-word count): The Tenderers must provide a Method Statement detailing the processes/procedures proposed for providing cost estimates for works services using the Authority's selected Schedule of Rates.

Question 5.a.7: (maximum 1500-word count): The Tenderers must provide a Method Statement detailing how all design activities will be carried out stating the proposed qualifications and experience of the intended designers.

Question 5.a.8: (maximum 1500-word count): The Tenderers shall provide a Method Statement of how grounds maintenance will be managed in accordance with the requirement as defined in Module H.

5.b LOGISTICS SERVICES

Question 5.b.1: (maximum 1500-word count): The Tenderer must provide an overall statement of their interpretation of the requirement and the proposed method of operation to achieve the requirements and to meet the Core Deliverables detailed in the Requirements Documents, Booklet 3.5.

Question 5.b.2: (maximum 1500-word count): The Tenderers shall provide a Method Statement detailing how they will manage and monitor Contract delivery effectively in order to maximise consumer satisfaction with the services provided.

Question 5.b.3: (maximum 1500-word count): The Tenderers shall provide a Method Statement detailing how a full catering service will be achieved, of note the contractor must demonstrate understanding of the dietary and nutritional requirements in accordance with JSP 456, whilst complying with local laws in terms of purchase of goods. Of note, the contractor will demonstrate how they will record the number of people fed at each meal and how quality and satisfaction will be recorded.

Question 5.b.4: (maximum 1500-word count): The Tenderers shall provide a Method Statement of how they will assure the standards of cleanliness and hygiene across the site, ensuring appropriate detergents and disinfectants are used.

Question 5.b.5: (maximum 1500-word count): What mechanisms will be established to provide reactive services for pollutant spillages and reactive cleaning services and how will response times be tracked from the initial call to the task being completed in accordance with the timescales at Booklet 3.5.

Question 5.b.6: (maximum 1500-word count): The Tenderers shall provide a Method Statement of how they will train and supervise cleaning staff to differentiate between standard accommodation, technical areas and medical facilities. Of note is the requirement to ensure all staff are trained to the required level in accordance too UK in law in connection to their duties.

Question 5.b.7: (maximum 1500-word count): The Tenderers shall provide a Method Statement detailing how they will self-regulate waste management, maximizing

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recycling opportunities and sustainability, in accordance with local environmental law and UK/EU guidance and relevant MOD policy.

Question 5.b.8: (maximum 1500-word count): The Tenderers shall provide a Method Statement detailing how the Tenderer will manage, measure and dispose of Waste Oils and Lubricants, Sludge, Grey and Black Water in compliance with local environmental law and UK/EU guidance and relevant MOD policy.

Question 5.b.9: (maximum 1500-word count): The Tenderers shall provide a Method Statement of how they will source, transport and deliver bulk and bottled water to site and how quality and assurance standards will be achieved.

Question 5.b.10: (maximum 1500-word count): The Tenderers shall provide a Method Statement of how pest, vector and vermin control will be managed in accordance with the requirement as defined in Booklet 3.5 and supported by JSP 950.

Question 5.b.11: (maximum 1500-word count): The Tenderer shall provide a Method Statement detailing how they will manage fuel delivery in accordance with Booklet 3.5 and how fuel consumption will be recorded in an auditable manner in accordance with JSP317 – Joint Service Safety Policy for the Storage and Handling of Fuels, Lubricants and Associated Products.

Question 5.b.12: (maximum 1500-word count): The Tenderer shall provide a Method Statement of how the Laundry Service will be delivered to the Employer in accordance with the requirement as defined in Booklet 3.5.

Scoring (Questions 5.a.1 to 5.b12)

0	Not Answered	The Tender does not include the required Method Statement for the Authority's Service Requirement.
20	Poor	The Tenderer has provided the required Method Statement for the Authority's Service Requirement but is significantly lacking in detail with major omissions and would require substantial additional support from the Authority.
40	Partially Acceptable	The Tenderer has provided the required Method Statement for the Authority's Service Requirement but is lacking in detail with minor omissions and would require some additional support from the Authority.
60	Acceptable	The Tenderer has provided an acceptable Method Statement which meets the Authority's Service Requirement and requires limited additional support from the Authority.
80	Good	The Tenderer has provided a Method Statement which exceeds the Authority's Service Requirement in some areas and requires limited additional support from the Authority.
100	Excellent	The Tenderer has provided a Method Statement which exceeds the Authority's Service Requirement in all areas

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		and requires no additional support from the Authority.
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6. QUALITY MANAGEMENT – Weighting (see above table)

Tenderers are to note that this section is completely stand alone and will be evaluated separately by a Subject Matter Expert approved by the Authority. As such, all information must be contained within the same response section with no cross references to other documentation.

Question 6.1: (maximum 1500-word count): The Tenderers shall provide the name and details of experience of the member of their staff who will be responsible for the installation and maintenance of the Quality Management System.

Question 6.2: (maximum 1500-word count): The Tenderers shall provide a statement describing the proposed Quality Management System to be adopted for the Contract together with any evidence of any independent 3rd party accreditation.

Question 6.3: (maximum 1500-word count): If the Company has registration to ISO 9001/ISO 9002 under an independent third-party accreditation scheme the Tenderer shall provide the name of the National Accreditation Council for Certification Bodies (NACCB) accreditation body, the registration number(s), the scope of registration, and at what locations.

Question 6.4: (maximum 1500-word count): The Tenderers shall provide a controlled copy of the Company's Quality Management System Manual and Procedures including its policy and forms.

Question 6.5: (maximum 1500-word count): The Tenderers shall provide details of any off-site support, including the levels and periodicity, to be provided for the independent reviewing and monitoring of on-site Quality Management System.

Question 6.6: (maximum 1500-word count): The Tenderers shall provide details of the QMS supervisors on each site and additionally, who will be the overall manager across the contract, for QMS and procedures.

Question 6.7: (maximum 1500-word count): The Tenderers shall provide a System Installation Plan identifying which Quality Procedures are to be installed, and when, together with a statement as to how the Quality Management System and Procedures will be implemented and maintained.

Question 6.8: (maximum 1500-word count): The Tenderers shall provide a description of how you will ensure that your Quality Management System is understood, implemented and maintained at all levels.

Question 6.9: (maximum 1500-word count): The Tenderers shall provide an Audit Plan for the monitoring of Supplier's Quality Management System and Procedures by the nominated on-site member of staff.

Scoring (Questions 6.1 to 6.9)

0	Not Answered	The Tender does not include any of the required Quality Management information.
20	Poor	The Tenderer has provided Quality Management information. However, the Quality Management information provided is significantly lacking in detail with

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		major omissions and would require substantial additional support from the Authority.
40	Partially Acceptable	The Tenderer has provided Quality Management information. However, the Quality Management information provided is lacking in detail with minor omissions and would require some additional support from the Authority.
60	Acceptable	The Tenderer has provided Quality Management Information. All of which meets the Authority's requirement.
80	Good	The Tenderer has provided Quality Management Information which exceeds the Authority's Requirement in some areas and requires limited additional support from the Authority.
100	Excellent	The Tenderer has provided Quality Management Information which exceeds the Authority's Requirement in all areas and requires no additional support from the Authority.

7. HEALTH AND SAFETY- Weighting (see above table)

Tenderers are to note that this section is completely stand alone and will be evaluated separately by a Subject Matter Expert appointed by the Authority. As such, all information must be contained within the same response section with no cross references to other documentation.

For MoD Establishments Overseas we apply UK standards where reasonably practicable and, in addition, comply with the relevant host nation standards in accordance with the Secretary of States policy statement; Safety, Health, Environmental Protection and Sustainable Development. For the purpose of this contract, UK health & safety legislation is augmented by the MoD mandated procedures as defined in the most up to date version of the Joint Service Publication (JSP) 375. The legal requirements are neither specifically reproduced in the contract documents nor even listed, as all automatically apply. The MoD's mandated requirements are described in Joint Services Publications (JSPs), Warning Notices, Safety Alerts, Practitioner Guides, Defence Instruction Notices, Defence Standards, Design and Maintenance Guides, Functional Standards and Policy Instructions. The MoD Safety Rules and Procedures have been incorporated into JSP 375.

In Health and Safety terms, the requirements of the Contract will include but not be limited to:

Ensuring that the Health and Safety of all persons working on the Contract and anyone else who may be affected by the undertaking of the Contract is maintained at all times.

Ensuring that the Supplier addresses Health and Safety as a prime issue and that it enables the Authority to comply with its duties and responsibilities.

These H&S Requirements of Response will apply to all elements of the Contract.

Legal Obligations

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The Supplier will be required to comply with, and satisfy the obligations placed upon them by means of, Statutory Instruments, Regulations and Approved Codes of Practice (AcoP) throughout the duration of this Contract.

Mandated Requirements

Within the Contract there are many MOD Mandatory tasks for the Supplier to undertake. MoD Mandatory tasks, in this context, means that the task is one which the MoD demands be carried out.

Support to the Commanding Officer (CO)/Head of Establishment

The Secretary of State for Defence has overall responsibility for H&S of MoD Establishments. H&S duties are carried out through the various chains of command, which flow from The Secretary of State. The Supplier will be required to support the Commanding Officer or Head of each Establishment in discharging their overall H&S responsibilities on behalf of the Secretary of State.

Purpose of Requirements of Response

The purpose of the H&S Requirements of Response is to:

Assist tenderers in formulating the H&S aspects of their submission,

Define the H&S deliverables to be delivered within the submission, and

Define the additional information required from tenderers, which will enable the Authority to evaluate each tenderer's submission.

Commitment to Health and Safety

These Requirements of Response are designed to give tenderers the opportunity both to demonstrate commitment to, and understanding of, Health and Safety.

Understanding of Statutes and Regulations

The FMO Contract will require the Supplier to comply with UK law. The Contract will not relieve the Supplier of their statutory duties and obligations. The overarching health and safety legislation is the Health and Safety at Work Act 1974 (HSWA) under which many sets of regulations have been issued. These Requirements of Response are designed to examine the tenderers' knowledge of, understanding of, ability to, and proposals to apply the statutory and regulatory Health and Safety requirements to the FMO Contract.

The Supplier will have the duties and responsibilities relating to the whole of each establishment, and hence in relation to other Suppliers working thereon.

Understanding of Mandated H&S Requirements

The Supplier's methodology for dealing with the MoD's mandated health and safety requirements will have a significant impact on the H&S service delivery. These Requirements of Response are therefore designed to examine the tenderers' knowledge of, understanding of, ability to and proposals to apply the mandated health and safety requirements to the FMO Contract.

Records, Monitoring and Auditing

An important element of managing health and safety is recording, monitoring and auditing. Without these, it is not possible to establish contract, legal and mandatory compliance, determine trends, develop targeted improvements to existing systems and measure the effects of the improvements. Tenderers are invited to

demonstrate their proposals for a systems approach to H&S records, monitoring and auditing, together with their proposals for bringing about continuous improvement to the H&S performance of the contract.

Requirements of Response

Question 7.1: (maximum 1500-word count): The Tenderer shall provide a signed copy of their H&S Policy, including a Statement duly signed and dated by the Senior Director or Partner. The H&S Policy shall set out the organisations commitment to H&S including the identification of key personnel who have H&S responsibilities and the arrangements for implementation of the Policy on each site.

Question 7.2: (maximum 1500-word count): The Tenderer shall provide a clear statement and give an outline of how compliance with all relevant MoD and Establishment, Safety Health Environmental and Fire, (SHEF) procedures will be achieved. This should include how the interface will be managed between the Supplier's system and that of MoD.

Question 7.3: (maximum 1500-word count): The Tenderer shall give a clear statement that they will comply with their Safety Management Systems (SMS) and all relevant H&S legislation throughout the duration of the Contract and provide a concise outline as to how this will be achieved.

Question 7.4: (maximum 1500-word count): The Tenderer shall give a clear account as to how they, as Principal Contractor, will safely carry out the requirements of this Contract, with particular reference to the proper application of the Construction (Design & Management) Regulations 2015 (CDM 2015). The information provided must draw on the procedures in the Supplier's SMS and include full details of the key personnel, excluding H&S professionals, who will be responsible for the delivery of safety management on this Contract. Submit personal profiles for those persons not yet identified.

Question 7.5: (maximum 1500-word count): The Tenderer shall give a clear account of how they will, when required, carry out the role of Principle Designer specific to this Contract. This must identify how the relevant procedures within their SMS are to be implemented. It must also give a clear account of how they will ensure that the Principal Designer will enjoy independence of action, explaining the importance of this independence. (Note: A précis of the legislation and the HSE Guidance is unacceptable.) The tenderer shall provide a sample CV for the Principal Designer(s), identifying their competencies, responsibilities, training and experience in the role.

Question 7.6: (maximum 1500-word count): The Tenderer shall give a clear account of how they will carry out the role of Principal Contractor, specific to this Contract. This must identify how the relevant procedures within their SMS are to be implemented. This account must also answer any relevant requirements identified within the Information Pack. (Note: A précis of the legislation and the HSE Guidance is unacceptable.)

Question 7.7: (maximum 1500-word count): The Tenderer shall give a clear account of how safety will be suitably considered in all designs specific to this Contract. This must identify how the relevant procedures within their SMS are to be implemented.

Question 7.8: (maximum 1500 word count): The Tenderer shall, with appropriate reference to their SMS, provide clear details of their subcontractor evaluation and

selection procedures, how they will ensure that any staff/subcontractors engaged are competent, how they will comply with the conditions of the contract, how they will be supervised and how they will ensure that they have received appropriate H&S training.

Question 7.9: (maximum 1500-word count): The Tenderer shall provide clear details of how H&S standards within the supply chain will be achieved, maintained and monitored throughout the life of the contract, who will be responsible for ensuring this is done, and what procedures will be used to ensure that non-compliances are suitably rectified.

Question 7.10: (maximum 1500-word count): The Tenderer shall provide details of the process (including operational procedures) covering the selection, appointment, auditing and monitoring of designated competent persons (e.g. Authorising Engineers, Authorised Persons etc.); identify their competencies, responsibilities, training and familiarisation with systems. Indicate by way of example CV's (or generic CV's) and job descriptions for each competent person specialism the calibre of person proposed for each role.

Question 7.11: (maximum 1500-word count): The Tenderer shall describe details of the processes (including operational procedures) covering the application of JSP 375 clearly identifying how the Principal Contractor and competent person will discharge their responsibilities with particular reference to the operations of other contractors working within the various Sites and Establishments. This shall include, but not be limited to the proposed methods of deciding, recording, controlling, monitoring and enforcing the requirements relating to their proposed actions in areas for which the responsibility is held. The Tenderer shall also provide proposals for incorporating the requirements of the competent person into the maintenance programme.

Question 7.12: (maximum 1500-word count): The Tenderer shall provide CV(s) detailing the experience, training and relevant in date qualifications for the appointed competent personnel, and the support available to them.

Question 7.13: (maximum 1500-word count): The Tenderer shall provide brief details of reportable accidents (as defined by RIDDOR 2013) over the last 3 years **and** provide incident and frequency rates are to be provided in line with HSE guidance. (If a Consortium, details for each company are required).

Question 7.14: (maximum 1500-word count): The Tenderer shall provide details of **all** enforcement action taken within the last 5 years and explain clearly how the Organisation has implemented suitable procedures and corrective actions to ensure that the circumstances which led to the enforcement action do not reoccur. (If a Consortium, details for each company are required).

Question 7.15: (maximum 1500-word count): The Tenderer shall demonstrate compliance with MoD's Policy for provisions of environmental legislation wherever practicable and to work towards reducing the causes and impacts of pollution. Tenderers shall show, with 3 examples, each relating to a different activity/different impact, without crossover. The use of CO2 reduction and energy savings are allowed. How they propose to support the implementation of this policy and relate each example to the controlling statute, regulation or MoD mandated requirement.

Question 7.16: (maximum 1500-word count): Within your organisation, how do you ensure effective communication with the Authority (Client), other Stakeholders and Third Parties?

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Question 7.17: (maximum 1500-word count): How does your organisation identify risks to which your Employees and others are exposed? Please demonstrate how this is mitigated, managed and communicated.

Question 7.18: (maximum 1500-word count): Tenderers shall demonstrate how they will ensure the competence of their sub-contractors and how they will ensure that they comply with their Organisation's and MoD's requirements?

Question 7.19: (maximum 1500-word count): Tenderers shall demonstrate their knowledge of local environmental and health and safety legislation and how they will provide a balance between MoD / UK legislation and in-country law; whichever is the more stringent, applied to all infrastructure and logistic services.

Scoring (Questions 7.1 to 7.19)

0	Not Answered	The Tender does not include any of the required Health & Safety information/ documentation.
20	Poor	The Tenderer has provided Health & Safety information/ documentation. However, the Health & Safety information/ documentation provided is significantly lacking in detail with major omissions and does not provide the Authority with any assurance the Supplier can meet the Authority's Health & Safety standards without substantial additional support from the Authority.
40	Partially Acceptable	The Tenderer has provided Health & Safety information/ documentation. However, the Health & Safety information/ documentation provided is lacking in detail with minor omissions and provides the Authority with limited assurance the Supplier can meet the Authority's Health & Safety standards without some additional support from the Authority.
60	Acceptable	The Tenderer has provided Health & Safety information/ documentation. All of which meets the Authority's requirement.
80	Good	The Tenderer has provided Health & Safety information/ documentation which exceeds the Authority's Requirement in some areas and requires little additional support from the Authority.
100	Excellent	The Tenderer has provided Health & Safety information/ documentation which exceeds the Authority's Requirement in all areas and requires no additional support from the Authority.

8. DECLARATIONS

Question 8.1: (maximum 1500-word count): The Tenderer shall confirm in writing their understanding of the exact nature of the sites and the likely conditions affecting the sites. This includes demonstrable knowledge of Host Nation cultural sensitivities, customs, by-laws and norms.

Question 8.2: (maximum 1500-word count): The Tenderers shall provide a statement signed at Director Level to the effect that the Contract will be managed in accordance with the Company's Quality Management System and Documentation.

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Question 8.3: (maximum 1500-word count): The Tenderers shall provide a statement signed at Director Level to the effect that you are tendering for and able to deliver the **complete** service as described in the Tender Documents.

Question 8.4: (maximum 1500-word count): The Tenderers shall provide a statement signed at Director Level to confirm that any Partnering Contractor(s) and/or Specialist Subcontractor(s) you intend to use for the Contract have the necessary expertise in their discipline.

Question 8.5: (maximum 1500-word count): The Tenderers shall provide a statement at Director Level that you have legal entities operating within each country, or existing Joint Ventures, or alternative arrangements that are legally able to operate within each country to deliver the services required under this contract.

Question 8.6: (maximum 1500-word count): The Tenderers shall provide a statement signed at Director Level to confirm that the information provided in your Tender is correct.

Question 8.7: (maximum 1500-word count): The Tenderers shall provide evidence that they can arrange suitable accommodation with the United Nations in Baidao in order to deliver the contract, details of their proposed setup to be provided.

Scoring (Questions 8.1 to 8.7)

No	No statements provided.
Yes	Required statements provided

9. MOBILISATION PROGRAMME – Weighting (see above table)

Question 9.1: (maximum 1500-word count): Tenderers shall provide a mobilisation programme, in accordance with the Authority's mobilisation requirements at Module D, showing how they intend to organise their arrangements and ensure the smooth transition of service delivery. This should include as a minimum, visual representation depicting the particular activities. The mobilisation plan should include sufficient resources to ensure that customer service does not diminish during the transition period at the start of the Contract. Describe how you will measure performance during this period.

Question 9.2: (maximum 1500-word count): The Tenderers shall provide a Mobilisation Strategy to be read with the mobilisation programme showing how they intend to organise their arrangements and ensure the smooth transition of service. They are to present comprehensive, logical, coherent, resourced and achievable processes to govern the strategies for Mobilisation, Transition and Evaluation, from Contract Award to the end of Contract Quarter 1.

Question 9.3: (maximum 1500-word count): The Tenderers shall provide a data migration plan demonstrating a clear understanding of what historical information is required from legacy systems, in which format and when to allow sufficient time for testing and remediation prior to ISD. The Tenderers are to provide details on how they will validate and cleanse data prior to migration to ensure integrity, security classification, migration resource, and SQEP are available to deliver the transition tasks required.

Question 9.4: (maximum 1500-word count): The Tenderers shall provide a transition management strategy demonstrating how the service will transition without impact to the end user. The strategy shall provide sufficient information to

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provide confidence that each element of transition has been considered and planned in sufficient depth to protect the service.

Scoring (Questions 9.1 to 9.4)

0	Not Answered	The Tender does not include a mobilisation strategy/programme, plan, data migration plan or a transition management strategy.
20	Poor	The Tenderer has provided the requested mobilisation plans and strategy. However, the requested information provided is significantly lacking in detail with major omissions and does not provide the Authority with any assurance the Supplier can meet the Authority's in service dates without substantial additional support from the Authority.
40	Partially Acceptable	The Tenderer has provided the requested mobilisation plans and strategy. However, the requested information provided is lacking in detail with minor omissions and provides the Authority with limited assurance the Supplier can meet the Authority's in service dates without some additional support from the Authority.
60	Acceptable	The Tenderer has provided the requested mobilisation plans and strategy which meets the Authority's requirement.
80	Good	The Tenderer has provided the requested mobilisation plans and strategy which exceeds the Authority's Requirement in some areas and requires little additional support from the Authority.
100	Excellent	The Tenderer has provided the requested mobilisation plans and strategy which exceeds the Authority's Requirement in all areas and requires no additional support from the Authority.

10. DEMOBILISATION STRATEGY – Weighting (see above table)

Question 10.1: (maximum 1500-word count): Tenderers shall provide a Demobilisation Strategy in accordance with Module D. This is to incorporate as a minimum, the following:

- details of how you will co-operate with the Authority and the incoming Supplier, if applicable, during the transition period including attendance at handover meetings, sharing of extant PPM/Asset information, assisting with data transfer exercise, allowing staff to participate in appropriate training by the incoming Supplier, etc.
- details of how you will work with the Authority and incoming Supplier in the planning and delivery of future works during the final year of the Contract including the completion of any legacy tasks post Vesting Day.
- confirmation that you will terminate any existing contracts with Supply Chain or sub-contractors, leasing agreements, etc., without cancellation charges falling to the Authority; and
- confirmation that on request you will provide the Authority with full and accurate details of all existing employees who may transfer to the incoming Supplier under ARD/TUPE.

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No	No statements provided.
Yes	Required statements provided

11. ADDED VALUE QUESTIONS – Weighting (see above table)

11.a Managing Major Contract Changes

Question 11.a.1: (maximum 1500-word count): The Authority may be required to make significant changes to the estate, which may need to be addressed differently from the additions and deletions mechanism used for minor changes, including the inclusion of new Level 1 assets at existing Parcels. Explain what criteria you would consider defines a change to be significant and therefore outside of the additions and deletions mechanism and explain how you would manage significant changes providing details of any change control mechanism, the main factors to be addressed, areas where this would impact on day-to-day contract delivery. Provide examples of where you have worked with a customer to implement and manage major change to a contract and outline the benefits to both parties following the change.

Scoring

0	Not Answered	The Tender has not provided any details on how they would manage a Major Contract Change.
20	Poor	The Tenderer has provided details of how they would manage a Major Contract Change. However, the response lacks considerable detail and does not provide the Authority with confidence that the Tenderer could effectively manage a Major Contract Change without substantial additional support from the Authority.
40	Partially Acceptable	The Tenderer has provided details of how they would manage a Major Contract Change. However, the response is lacking in detail in some areas and does not provide the Authority with confidence that the Tenderer could effectively manage a Major Contract Change without some additional support from the Authority.
60	Acceptable	The Tenderer has provided details of how they would manage a Major Contract Change which meets the Authority's requirement.
80	Good	The Tenderer has provided details of how they would manage a Major Contract Change which exceeds the Authority's Requirement in some areas and requires little additional support from the Authority.
100	Excellent	The Tenderer has provided details of how they would manage a Major Contract Change which exceeds the Authority's Requirement in all areas and requires no additional support from the Authority.

11.b Adding an Entirely New Site

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Question 11.b.1: (maximum 1500-word count): Explain how you will approach pricing an entirely new site in a new location and demonstrate that the Authority would obtain value for money should it wish to include this change within the contract. For example, if an entirely new Tier 2 site (predominately modular buildings/cabins) was required to be added to the contract, how would you approach pricing that change? Similarly for an entirely new Tier 3 site (predominately wet build), how would you approach pricing this? The Authority would wish to see that it is obtaining value for money in such potential changes. The response should address the full range of services.

Scoring

0	Not Answered	The Tender has not provided any details on their approach to adding an entirely new site.
20	Poor	The Tenderer has provided details on their approach to adding an entirely new site. However, the response lacks considerable detail and is not considered to provide a value for money solution to the Authority.
40	Partially Acceptable	The Tenderer has provided details on their approach to adding an entirely new site. However, the response is lacking in detail and does not fully demonstrate a value for money solution to the Authority.
60	Acceptable	The Tenderer has provided details on their approach to adding an entirely new site. The approach is considered to demonstrate value for money to the Authority.
80	Good	The Tenderer has provided details on their approach to adding an entirely new site. The submission contains a level of detail which demonstrates additional value for money to the Authority.
100	Excellent	The Tenderer has provided details on their approach to adding an entirely new site. The submission contains considerable level of detail which demonstrates exceptional value for money to the Authority.

11.c Closing an Entire Site at Short Notice

Question 11.c.1: (maximum 1500-word count): It is possible that the estate may change within the duration of the contract and the Authority may need to close a site at short notice (<30 Days). Explain how you would approach pricing such a change and demonstrate that the Authority would retain value for money within this potential change.

Scoring

0	Not Answered	The Tender does not include any detail in closing an entire site at short notice.
20	Poor	The Tenderer has provided details on their approach to closing an entire site at short notice. However, the response lacks considerable detail and is not considered to

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		provide a value for money solution to the Authority.
40	Partially Acceptable	The Tenderer has provided details on their approach to closing an entire site at short notice. However, the response is lacking in detail and does not fully demonstrate a value for money solution to the Authority.
60	Acceptable	The Tenderer has provided details on their approach to closing an entire site at short notice. The approach is considered to demonstrate value for money to the Authority.
80	Good	The Tenderer has provided details on their approach to closing an entire site at short notice. The submission contains a level of detail which demonstrates additional value for money to the Authority.
100	Excellent	The Tenderer has provided details on their approach to closing an entire site at short notice. The submission contains considerable level of detail which demonstrates exceptional value for money to the Authority.

11.d Value for Money (VfM) – IRL

Question 11.d.1: (maximum 1500-word count): How do you propose to seek best value for the Authority by balancing repairs arising from planned maintenance against the option of asset replacement that may offer a more cost-effective means of preserving the service provided by the equipment in question? Give examples of your experience of the application of your proposal in practice. Explain what part the Authority is required to play to ensure your proposal can work in practice.

Question 11.d.2: (maximum 1500-word count): Describe how you will manage your workforce/supply chain to make cost effective repairs identified as part of the planned maintenance regime but are valued in excess of the Inclusive Repair Limit (IRL). Illustrate from your own experience how your approach has been successful.

Question 11.d.3: (maximum 1500-word count): What mechanisms will be put in place to identify if subsequent occurrences result from ineffective initial repairs and how will this data be recorded to identify trends and prevent re-occurrences?

Scoring

0	Not Answered	The Tender does not include any detail on representing VfM through the IRL or identifying Help Desk Occurrences which have resulted from ineffective initial repairs.
20	Poor	The Tender has provided details on representing VfM through the IRL and identifying Help Desk Occurrences which have resulted from ineffective initial repairs. However, the response lacks considerable detail and is not considered to provide a value for money solution to the Authority.
40	Partially Acceptable	The Tender has provided details on representing VfM through the IRL and identifying Help Desk Occurrences which have resulted from ineffective initial repairs. However, the response is lacking in detail and does not fully demonstrate a value for money solution to the Authority.

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60	Acceptable	The Tender has provided details on representing VfM through the IRL and identifying Help Desk Occurrences which have resulted from ineffective initial repairs. The approach is considered to demonstrate value for money to the Authority.
80	Good	The Tender has provided details on representing VfM through the IRL and identifying Help Desk Occurrences which have resulted from ineffective initial repairs. The submission contains a level of detail which demonstrates additional value for money to the Authority.
100	Excellent	The Tender has provided details on representing VfM through the IRL and identifying Help Desk Occurrences which have resulted from ineffective initial repairs. The submission contains considerable level of detail which demonstrates exceptional value for money to the Authority.

11.e Ordered Works Services above the Threshold Value via a F1097/1

Question 11.e.1: (maximum 1500-word count): The Tender is to explain what mechanisms and processes they have in place to deliver Ordered Works above the Threshold Value but below \$325k.

Question 11.e.2: (maximum 1500-word count): The Tender is to demonstrate that they have the capability and adequate resources in-house or external that provide design, procurement and management services capable of developing and delivering Ordered Works (Remedial Maintenance, Response Maintenance and New Works) above the Threshold Value but below \$325k.

Question 11.e.3: (maximum 1500-word count): The Tender is to explain how they intend to achieve compliance of Ordered Works above the Threshold Value in line with Module L.

Question 11.e.4: (maximum 1500-word count): The Tender is to explain how they intend to approve the FMR for works not funded in year in line with Module F.

Scoring

0	Not Answered	The Tender does not include any detail of their mechanisms, processes, capability, resources and compliance on how they intend to deliver the FMR and works above the threshold Value but below \$325k.
20	Poor	The Tender includes details of their mechanisms, processes, capability, resources and compliance on how they intend to deliver the FMR and works above the Threshold Value but below \$325k. However, the response lacks considerable detail and does not meet the Authority's requirement.
40	Partially Acceptable	The Tender includes details of their mechanisms, processes, capability, resources and compliance on how they intend to deliver the FMR and works above the Threshold Value but below \$325k. However, the response is lacking detail and does not fully meet the Authority's requirement.
60	Acceptable	The Tender includes details of their mechanisms, processes, capability,

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		resources and compliance on how they intend to deliver the FMR and works above the Threshold Value but below \$325k. The information provided meets the Authority's requirement.
80	Good	The Tenderer includes details of their mechanisms, processes, capability, resources and compliance on how they intend to deliver works above the Threshold Value but below \$325k. The submission contains a level of detail which requires minimal additional support from the Authority.
100	Excellent	The Tenderer includes details of their mechanisms, processes, capability, resources and compliance on how they intend to deliver the FMR and works above the Threshold Value but below \$325k. The submission contains a considerable level of detail which requires no additional support from the Authority.

11.f Commitment to Collaborative Working

Question 11.f.1: (maximum 1500-word count): Provide evidence of how you have established and maintained collaborative relationships with your suppliers and employing authorities. Confirm the criteria used to select your supply chain. Please also explain how you will manage them to ensure correct behaviours and how you will deal with any associated issues that impact on the level of service delivery required or achievement of VfM. Illustrate your answer with evidence of tangible benefits you have gained through collaborative working.

Scoring

0	Not Answered	The Tenderer has not included any detail of their commitment to collaborative working.
20	Poor	The Tenderer has included details of their commitment to collaborative working. However, the response lacks considerable detail and contains no tangible benefits to the Authority.
40	Partially Acceptable	The Tenderer has included details of their commitment to collaborative working. However, the response is lacking in detail and contains little tangible benefits to the Authority.
60	Acceptable	The Tenderer has included details of their commitment to collaborative working. The response contains sufficient detail and demonstrates acceptable tangible benefits to the Authority.
80	Good	The Tenderer has included details of their commitment to collaborative working. The response exceeds the Authority's expectations in some areas and demonstrates additional tangible benefits to the Authority.
100	Excellent	The Tenderer has included details of their commitment to collaborative working. The response exceeds the Authority's expectations in all areas and demonstrates

		considerable tangible benefits to the Authority.
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11.g Statutory Compliance

Question 11.g.1: (maximum 1500-word count): Given the importance of achieving statutory compliance provide an illustration of how you will contribute to the management of statutory compliance within the Contract. Provide examples of your contribution in support of this subject from experience on similar contracts. What system will you put in place to identify shortfalls in statutory compliance? How will your operatives be trained to observe and report shortcomings in statutory compliance to the Authority as part of their day-to-day activities?

Scoring

0	Not Answered	The Tenderer has not included any detail of how they will achieve statutory compliance or of how they will contribute to the management of statutory compliance within the Contract.
20	Poor	The Tenderer has included details of how they will achieve statutory compliance and how they will contribute to the management of statutory compliance within the Contract. However, the response lacks considerable detail and does not provide the Authority with any confidence that the Tenderer could achieve statutory compliance nor effectively manage statutory compliance within the Contract without substantial additional support from the Authority.
40	Partially Acceptable	The Tenderer has included details of how they will achieve statutory compliance and how they will contribute to the management of statutory compliance within the Contract. However, the response is lacking in detail and does not provide the Authority with full confidence that the Tenderer could achieve statutory compliance nor effectively manage statutory compliance within the Contract without some additional support from the Authority.
60	Acceptable	The Tenderer has included details of how they will achieve statutory compliance and how they will contribute to the management of statutory compliance within the Contract. The response provides the Authority with the confidence that the Tenderer can achieve statutory compliance and contribute to the management of statutory compliance within the Contract.
80	Good	The Tenderer has included details of how they will achieve statutory compliance and how they will contribute to the management of statutory compliance within the Contract. The response exceeds the level of detail required to provide confidence to the Authority and requires little additional support from the Authority.
100	Excellent	The Tenderer has included details of how they will achieve statutory compliance and how they will contribute to the management of statutory compliance within the Contract. The response significantly exceeds the level of detail required to provide confidence to the Authority and requires no additional support from the Authority.

11.h High Profile Incidents

Question 11.h.1: (maximum 1500-word count): Provide details of how you will manage and contain high profile incidents, failures in service or materializing risk issues within this Contract including when and how the Authority will be engaged to ensure there are no surprises for the MOD part of the team.

Scoring

0	Not Answered	The Tenderer has not included any detail of how they would manage and contain a high-profile incident.
20	Poor	The Tenderer has included any detail of how they would manage and contain a high-profile incident. However, the response lacks considerable detail and does not provide the Authority with any confidence that the Tenderer could effectively manage and contain a high-profile incident without substantial additional support from the Authority.
40	Partially Acceptable	The Tenderer has included any detail of how they would manage and contain a high-profile incident. However, the response is lacking in detail in some areas and does not provide the Authority with full confidence that the Tenderer could effectively manage and contain a high-profile incident without some additional support from the Authority.
60	Acceptable	The Tenderer has included any detail of how they would manage and contain a high-profile incident. The response provides the Authority with the confidence that the Tenderer can effectively manage and contain a high-profile incident.
80	Good	The Tenderer has included any detail of how they would manage and contain a high-profile incident. The response exceeds the level of detail required to provide confidence to the Authority that the Tenderer can effectively manage and contain a high-profile incident with little additional support from the Authority.
100	Excellent	The Tenderer has included any detail of how they would manage and contain a high-profile incident. The response significantly exceeds the level of detail required to provide confidence to the Authority that the Tenderer can effectively manage and contain a high-profile incident with no additional support from the Authority.

11.i Contract Improvements

Question 11.i.1: (maximum 1500-word count): Summarise your strategy for ensuring continuous improvement within the contract supported by a plan showing how you will improve the efficiency of this Contract and outlining the mutual benefits of any improvement. Please provide evidence demonstrating where application of this strategy in other similar contracts has been successful, including recording any financial benefits.

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0	Not Answered	The Tenderer has not provided a strategy for ensuring continuous improvement within the Contract.
20	Poor	The Tenderer has provided a strategy for ensuring continuous improvement within the Contract. However, the strategy lacks considerable detail and does not outline any mutual benefits of any improvement.
40	Partially Acceptable	The Tenderer has provided a strategy for ensuring continuous improvement within the Contract. However, the strategy is lacking detail in some areas and provides little mutual benefits of any improvement.
60	Acceptable	The Tenderer has provided a strategy for ensuring continuous improvement within the Contract. The strategy contains adequate detail and outlines mutual benefits of any improvement.
80	Good	The Tenderer has provided a strategy for ensuring continuous improvement within the Contract. The strategy is highly detailed in most areas and outlines mutual benefits of any improvement.
100	Excellent	The Tenderer has provided a strategy for ensuring continuous improvement within the Contract. The strategy is highly detailed in all areas and outlines considerable mutual benefits of any improvement.

11.j Mission Critical Tasks

Question 11.j.1: (maximum 1500-word count): The Authority places a high emphasis on supporting our customers, particularly for mission critical tasks and those activities directly in support of such tasks. Describe how you intend to work with the Authority to instill a customer orientated “ethos” that would respond appropriately to mission critical tasks and supporting activities.

Scoring

0	Not Answered	The Tenderer has not submitted a description of how they intend to work with the Authority to instill a customer orientated “ethos” that would respond appropriately to mission critical tasks and supporting activities.
20	Poor	The Tenderer has submitted a description of how they intend to work with the Authority to instill a customer orientated “ethos” that would respond appropriately to mission critical tasks and supporting activities. However, the description lacks considerable detail and does not provide the Authority with any confidence of the Tenderers ability to respond to mission critical tasks and supporting activities without considerable support from the

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		Authority.
40	Partially Acceptable	The Tenderer has submitted a description of how they intend to work with the Authority to instill a customer orientated “ethos” that would respond appropriately to mission critical tasks and supporting activities. However, the description lacks detail and does not provide the Authority with full confidence of the Tenderers ability to respond to mission critical tasks and supporting activities without some additional support from the Authority.
60	Acceptable	The Tenderer has submitted a description of how they intend to work with the Authority to instill a customer orientated “ethos” that would respond appropriately to mission critical tasks and supporting activities. The description contains sufficient detail to provide the Authority with confidence of the Tenderers ability to respond to mission critical tasks and supporting activities.
80	Good	The Tenderer has submitted a description of how they intend to work with the Authority to instill a customer orientated “ethos” that would respond appropriately to mission critical tasks and supporting activities. The description is comprehensive and provides the Authority with confidence of the Tenderers ability to respond to mission critical tasks and supporting activities with little additional support required from the Authority.
100	Excellent	The Tenderer has submitted a description of how they intend to work with the Authority to instill a customer orientated “ethos” that would respond appropriately to mission critical tasks and supporting activities. The description is comprehensive and provides the Authority with full confidence of the Tenderers ability to respond to mission critical tasks and supporting activities with no additional support required from the Authority.

11.k Technical Experience

Question 11.k.1: (maximum 1500-word count): To supplement the response to the Requirements Document, give examples of how you would utilise technical experience to provide added value to all aspects of the contract with reference to previous examples in the last three years.

Scoring

0	Not Answered	The Tenderer has not provided any information detailing their technical experience on how they would provide added value to all aspects of the contract.
20	Poor	The Tenderer has provided information detailing their technical experience on how they would provide added value to all aspects of the contract.

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		However, the response lacks considerable detail in response to the Requirements Document.
40	Partially Acceptable	The Tenderer has provided information detailing their technical experience on how they would provide added value to all aspects of the contract. However, the response lacks considerable detail in some areas and adds little value to the Tenderers response to the Requirements Document.
60	Acceptable	The Tenderer has provided information detailing their technical experience on how they would provide added value to all aspects of the contract. The response contains sufficient information and adds value to the Tenderers response to the Requirements Document.
80	Good	The Tenderer has provided information detailing their technical experience on how they would provide added value to all aspects of the contract. The response is comprehensive in most areas and adds value to the Tenderers response to the Requirements Document.
100	Excellent	The Tenderer has provided information detailing their technical experience on how they would provide added value to all aspects of the contract. The response is comprehensive in all areas and adds considerable value to the Tenderers response to the Requirements Document.

11.I Site Specific Challenges

Question 11.I.1: (maximum 1500-word count): The Contract includes a wide variety of assets and facilities over a number of locations, each with their own particular environments. Identify the challenges you foresee specific to each of the locations and provide details of how you would assess and address these challenges.

Scoring

0	Not Answered	The Tenderer has not provided any details of how they would assess and address any site-specific challenges.
20	Poor	The Tenderer has provided details of how they would assess and address any site-specific challenges. However, the response lacks considerable detail in most areas and does not provide the Authority with confidence that the Tenderer could address all site-specific challenges without considerable support from the Authority.
40	Partially Acceptable	The Tenderer has provided details of how they would assess and address any site-specific challenges. However, the response lacks detail in some areas and does not provide the Authority with full confidence that the Tenderer could address all site-specific challenges without some additional

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		support from the Authority.
60	Acceptable	The Tenderer has provided details of how they would assess and address any site-specific challenges. The response contains sufficient detail to give the Authority confidence that the Tenderer could address all site-specific challenges.
80	Good	The Tenderer has provided details of how they would assess and address any site-specific challenges. The response is comprehensive in most areas and provides the Authority with confidence that the Tenderer could address all site-specific challenges with little additional support required from the Authority.
100	Excellent	The Tenderer has provided details of how they would assess and address any site-specific challenges. The response is comprehensive in all areas and provides the Authority with full confidence that the Tenderer could address all site-specific challenges with no additional support required from the Authority.

11.m Resource Planning

Question 11.m.1: (maximum 1500 word count): The availability of a core of resources, across the area of responsibility, having the appropriate skills to deal with asset acceptance, performance and reliability issues over a 7 day a week, 24 hours a day, 365 days a year profile is an essential part of the contract, which the Supplier will be mandated to manage on behalf of the Authority. Provide a detailed explanation of how you will manage the resource availability profile during times of leave, absence and sickness to ensure that suitable and adequate cover is maintained to ensure business continuity. The explanation should clearly articulate proposed working hours, team rosters, leave profiles, etc, to meet this requirement.

Scoring

0	Not Answered	The Tenderer has not provided any information on resource planning.
20	Poor	The Tenderer has provided information on resource planning. However, the information provided lacks considerable detail and does not provide the Authority with confidence that the Tenderer can manage resources effectively to meet expected output without significant support from the Authority.
40	Partially Acceptable	The Tenderer has provided information on resource planning. However, the information provided lacks detail in some areas and does not provide the Authority with full confidence that the Tenderer can manage resources effectively to meet expected output without some additional support from the Authority.
60	Acceptable	The Tenderer has provided information on resource planning. The information provided contains sufficient detail in most

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		areas and provides the Authority with confidence that the Tenderer can manage resources effectively to meet the expected output from the Authority.
80	Good	The Tenderer has provided information on resource planning. The information provided is highly detailed in some areas and provides the Authority with full confidence that the Tenderer can manage resources effectively to meet expected output with little additional support required from the Authority.
100	Excellent	The Tenderer has provided information on resource planning. The information provided is highly detailed in all areas and provides the Authority with full confidence that the Tenderer can manage resources effectively to meet expected output with no additional support required from the Authority.

11.n Change Management – Early Warning & Compensation Events

Question 11.n.1: (maximum 1500-word count): Provide a contract specific management strategy for risks (including mitigation) highlighted by Early Warnings and Compensation Events.

Scoring

0	Not Answered	The Tenderer did not include a contract specific management strategy for risks (including mitigation) highlighted by Early Warnings and Compensation Events.
20	Poor	The Tenderer did include a contract specific management strategy for risks (including mitigation) highlighted by Early Warnings and Compensation Events. However, the risk strategy lacks considerable detail in most areas and does not provide the Authority with confidence that Early Warnings and Compensation Events can be effectively managed without considerable support from the Authority.
40	Partially Acceptable	The Tenderer did include a contract specific management strategy for risks (including mitigation) highlighted by Early Warnings and Compensation Events. However, the risk strategy lacks detail in some areas and does not provide the Authority with full confidence that Early Warnings and Compensation Events can be effectively managed without additional support from the Authority.
60	Acceptable	The Tenderer did include a contract specific management strategy for risks (including mitigation) highlighted by Early Warnings and Compensation Events. The risk strategy contains sufficient detail to provide the Authority with confidence that Early Warnings and Compensation Events can be effectively managed by the

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		Tenderer.
80	Good	The Tenderer did include a contract specific management strategy for risks (including mitigation) highlighted by Early Warnings and Compensation Events. The risk strategy is comprehensive in some areas and provides the Authority with confidence that Early Warnings and Compensation Events can be effectively managed with little support required from the Authority.
100	Excellent	The Tenderer did include a contract specific management strategy for risks (including mitigation) highlighted by Early Warnings and Compensation Events. The risk strategy is comprehensive in all areas and provides the Authority with full confidence that Early Warnings and Compensation Events can be effectively managed with no support required from the Authority.

12. SOCIAL VALUE – Weighting (see above table)

Tenderers are to note that this section is completely stand alone and will be evaluated separately by a Subject Matter Expert appointed by the Authority. As such, all information must be contained within the same response section with no cross references to other documentation.

Question 12.1 to 12.3 are detailed in Annex K to this Booklet 1. The questions are split as detailed below;

- **Question 12.1** – MAC 2.2 – Employment.
- **Question 12.2** – MAC 6.2 – Supporting in-work progression.
- **Question 12.3** – MAC 7.1 – Support health and wellbeing in the workforce.

Evaluation will be undertaken utilising the scorings below;

Scoring (Questions 12.1 through 12.3)

0	Fail	Fail: the response completely fails to meet the required standard or does not provide a proposal.
1	Poor	<p>Poor: (meets some of the Award Criteria)</p> <p>The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following:</p> <ul style="list-style-type: none"> - There is at least one significant issue needing considerable attention. - Proposals do not demonstrate competence or understanding. - The response is light in detail and unconvincing. - The response makes no reference to the applicable sector but shows some general market

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		<p>experience.</p> <ul style="list-style-type: none"> - The response makes limited reference (naming only) to the social value policy outcome set out within the invitation.
2	Good	<p>Good: (meets all of the Award Criteria)</p> <p>The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> - Good understanding of the requirements. - Sufficient competence demonstrated through relevant evidence. Some insight demonstrated into the relevant issues. - The response addresses most of the social value policy outcome and also shows general market experience.
3	Very Good	<p>Very good: (exceeds some of the Award Criteria)</p> <p>The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> - Good understanding of the requirements. - Sufficient competence demonstrated through relevant evidence. - Some insight demonstrated into the relevant issues. - The response addresses the social value policy outcome and also shows good market experience.
4	Excellent	<p>Excellent: (exceeds all of the Model Award Criteria).</p> <p>The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows:</p> <ul style="list-style-type: none"> - Very good understanding of the requirements. - Excellent proposals demonstrated through relevant evidence. - Considerable insight into the relevant issues. - The response is also likely to propose additional value in several respects above that expected. - The response addresses the social value policy outcome and also shows in-depth market experience.

Validity

C12. Your Tender must be valid and open for acceptance for eight (8) months from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

Section D – Tender Evaluation

The Tender Overview

D1. The Authority will conduct evaluations after the Tender Submission. A detailed description of each step is provided below. The Authority may also seek additional information from the Tenderer if any part of their ITT response cannot be evaluated adequately because it contains apparent errors, or its meaning and intent is unclear.

D2. Tenderers must provide a complete Tender response.

D3. **Tender Evaluation Process.** The Authority will award the Contract to the Tenderer who submits the Most Economically Advantageous Tender (MEAT), undertaking a Weighted Value for Money evaluation methodology in accordance with this Section D. For the avoidance of doubt, Tenderers who do not provide an affirmative Acceptance of all Conditions of Contract will be non-compliant and will be disqualified from taking any further part in this procurement process.

D4. **Applied Weighting.** The evaluation weightings for FMO(A) to be applied in the evaluation are: 60% non-cost (6% of this 60% is attributed to Social Value) and 40% Cost.

D5. **The Authority Evaluation Team.** Tenderer responses will be evaluated by the Authority Evaluation Team. Technical and Commercial Evaluators are Subject Matter Experts (SMEs) and have been selected for their knowledge and expertise in the specific topics which are being evaluated.

D6. **Mandated Returns.** The Authority will conduct an evaluation to ensure bids are compliant with the ITT Documentation. The Authority will score the mandated elements of the Tenderers' responses as either compliant or non-compliant as part of the Tenderers Commercial Proposal as detailed at paragraph C4. Any Tenderer who is deemed non-compliant in any of the areas of the Commercial Proposal will be disqualified and cannot be awarded the Contract.

D7. **Non-Cost Evaluation.** Responses to the Technical Questions will be scored in line with the guidance in paragraphs C10 and C11. This non-cost evaluation will only be considered for evaluation if all elements of the Commercial Proposal have been submitted in line with paragraph C4.

- a. Non-Cost Evaluation will be used to assess the quality of the Tenderers. Questions will be divided into 12 (twelve) sections. Each section has been allocated an appropriate weighting (see the table at Paragraph C10 above). Questions together with marking criteria are listed at Paragraph C11 of this ITT document.
- b. The Technical responses will be allocated a score ranging from 0 to 100 (zero to one hundred). The Authority may decide to seek clarification or further information through Revise or Confirm rounds. The scores as prescribed at each question under paragraph C11 are the only scores that can be awarded; 10, 30, 50, 70 and 90 (ten, thirty, fifty, seventy and ninety) are not permitted scores. The scores awarded will be multiplied by the weightings as detailed and added together to arrive at a total Non-Cost Score. The Tenderer will be required to score a minimum Technical Score as outlined against each question set.

D8. Technically Compliant Tenders. All Tenders must first be deemed compliant against all mandated returns as detailed at paragraph D6 before they are taken forward to be evaluated technically.

- a. Tenders are considered Technically Compliant Tenders when they have achieved the minimum score in all technical questions as detailed in paragraph C11 and Annex B to this Booklet.
- b. Tenders are considered Technically non-compliant when they have not achieved the minimum score in all technical questions as detailed at paragraph C11 of this booklet.
- c. Any Tenderer who is deemed non-compliant in any of the technical questions will be disqualified and cannot be awarded the Contract.

D9. Cost Evaluation.

- a. The Pricing submissions will be thoroughly scrutinized on all aspects of the pricing provisions, including any Milestone Payment Schedules provided for the mobilisation and demobilisation periods.
- b. The Authority intends to award a Firm Price Contract so any identified discrepancies or unexplainable variations will be clarified with the Tenderer to ensure they have fully understood and priced for the requirement.
- c. As part of the overall process the Tenderer's costed risk register will be reviewed to ensure that their submitted risk register takes appropriate account of the Authority's risks and reflects their price proposals. The Tenderer's risk register will not form part of the price evaluation. This process is intended to give confidence against the Tenderer's offer and to provide supporting data to inform any future change control processes.
- d. The contract comprises Core Services and the facility to inject Additional Services, see Booklet 3. Core Services will be a Firm Price Tendered sum and Additional Services will be injected under a managed Change Management Process during the life of the contract. The "Total Tender Price" for the purpose of evaluation will be the Core Services Price as submitted on the basis required under Paragraph D10 hereof. The injected Additional Services will not form part of the "Total Tender Price", however, where the Authority's evaluation team considers any rates to be excessive this may be queried during the Tender evaluation phase.
- e. The Core Service contribution to the Total Tender Price will be based on the Core Service Firm Price 3 (three) years of delivery (as submitted on the basis required under Paragraph D10 hereof), plus 2 (two) optional years of delivery, plus mobilisation and demobilisation. In order to enable the Authority to determine the value of reductions against Items 1 and 2, for the purposes of Booklet 2, Annex D – Performance Management Regime, Tenderers must where possible provide a breakdown of the pricing across these items. Where a breakdown of pricing cannot be provided, a brief explanation of pricing buildup should be considered in its place (these will then be identified following contract award).
- f. During the period of the Contract, the Authority may request Additional Services over and above those provided within the Core Services. Additional Services may be requested to rectify failures the repair costs of which exceed both the IRL and the remedial (above IRL) at Items 2 and 3 of Booklet 5 – Pricing Information; for Additional Works to cover life cycle replacement; for Additional Works to produce a condition improvement of an asset, or for minor new works up to \$325,000 (Three Hundred and Twenty Five Thousand USD). Option B \$500 will be evaluated.

D10. Establishing the Total Tender Price. The 'Total Tender Price' will be determined using only the Core Contract Services. Tenderers should note that not all Core Services are required in all locations. The Core Services being considered for Total Tender Price are detailed in the sub-paragraphs below, detailed as follows:

- a. Booklet 5, Item 1 (Mobilisation Fee). Firm Price in accordance with the Mobilisation Milestone Payment (MPS) Schedule detailed therein.
- b. Booklet 5, Item 1A (Management Fee). Firm Price per Annum in accordance with the Requirements Document (Booklet 3) and the Terms and Conditions (Booklet 2).
- c. Booklet 5, Item 2 (Operation Fee – PPM, O&M (IRL Not Applicable) & Remedial Maintenance (IRL Applicable)). Firm Price per Annum in accordance with the Requirements Document (Booklet 3), and the Terms and Conditions (Booklet 2). Tenderers should submit a proposal against all bandings.
- d. Booklet 5, Item 3 (Response Maintenance & Remedial Maintenance (Above IRL)). Firm Price per Annum for the provision of a delivery mechanism for all Response Maintenance and Remedial Maintenance (above IRL) activities up to the value of \$30K in accordance with the value and estimated occurrence bandings in Booklet 5 Item 3A.1 and the Requirements Document (Booklet 3) and the Terms and Conditions (Booklet 2). This includes a % trigger point where the Tenderer should include a +/- adjustment should the Authority not meet/exceed the estimated occurrence level.
- e. Booklet 5, Item 4 – Grounds Maintenance. Firm Price Lump Sum Fee in accordance with the Requirements (Booklet 3) and the Terms and Conditions (Booklet 2).
- f. Booklet 5, Items 6A and 6B – Life Support Costs. Firm Price Per Annum for Provision of Life Support not provided free of charge by the Authority. Note: The Authority reserves the right to query the cost of any provision not considered applicable for any site.
- g. Booklet 5, Item 7A.1 (Catering). Firm Price per Person per day for each of the bandings and in accordance with the Requirements Document Booklet 3.5, Reference 2 (2.1 to 2.3) and the Terms and Conditions (Booklet 2). For the purposes of the evaluation the Total Tender Price for Item 7A.1 will be calculated using estimated daily manpower totals. The annual cost will be calculated as follows:

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Firm Price per Person per Day x 50 pax (estimated daily manpower total) x 365/366 (days per year/leap year)

- h. Booklet 5, Item 7B.1 and 7B.2 (General Cleaning). Firm Price Per Annum in accordance with the Requirements Document Booklet 3.5 Reference 4 (4.1 and 4.2) and the Terms and Conditions (Booklet 2).
- i. Booklet 5, Item 7C (Laundry). Firm Price per Kilo in accordance with the Requirements Document Booklet 3.5 Reference 5 (5.1) and the Terms and Conditions (Booklet 2). For the purposes of the evaluation the Total Firm Price for this Item will be calculated using estimated throughput. The annual cost will be calculated as follows:

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Firm Price per Kilo x 5 (typical weight of laundry bag) x 3 (typical weekly drop of per person) x 50 (estimated manpower total) x 52 (weeks)

- j. Booklet 5, Items 7D.1 to 7D.3 (Waste Management). Firm Price Per Annum in accordance with the Requirements Document Booklet 3.5 Reference 6 (6.1.1 to 6.1.7) and the Terms and Conditions (Booklet 2)
- k. Booklet 5, Items 7E.1 to 7E.3 (Vermin, Vector and Weed Control). Firm Price Per Annum in accordance with the Requirements Document Booklet 3.5 Reference 7 (7.1 to 7.3) and the Terms and Conditions (Booklet 2)
- l. Booklet 5, Items 7F.1 - 7F.2 (Bulk Liquid – Potable Water). Firm Price Per Litre in accordance with the Requirements Document Booklet 3.5 Reference 8 (8.1.1) and the Terms and Conditions (Booklet 2). For the purposes of the evaluation the Total Firm Price for this Item will be calculated using estimated throughput. The annual cost will be calculated as follows:

██████████

Firm Price per Litre x 300,000 (estimated throughput) x 12 (months)

██████████

Firm Price per Litre x 400,000 (estimated throughput) x 12 (months)

- m. Booklet 5, Items 7F.3 – 7F.6 (Bulk Liquid – Diesel fuel generator). Firm price per litre in accordance with the requirement in Booklet 3.5 Reference 19 (19.1) and the Terms and Conditions (Booklet 2). For the purposes of the evaluation the Total Firm price for this item will be calculated using estimated throughput. The annual cost will be calculated as follows:

██████████

Firm price per litre x 1,575ltrs (estimated throughput) x 12 (months).

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Firm price per litre x 500ltrs (estimated throughput) x 12 (months).

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Firm price per litre x 2,000ltrs (estimated throughput) x 12 (months).

██████████

Firm price per litre x 6,300ltrs (estimated throughput) x 12 (months).

- n. Booklet 5, Items 7F.7 (Bulk Liquid – 20ltr Bottled Water (Drinking Water Dispensers)). Firm Price Per Bottle in accordance with the Requirements Document Booklet 3.5 Reference 8 (8.1.2) and the Terms and Conditions (Booklet 2). For the purposes of the evaluation the Total Firm Price for this Item will be calculated using estimated throughput of 6 Litres per Person per Day. The annual cost will be calculated as follows:

██████████

Firm Price per 20ltr bottle x 12 bottles per day (estimated consumption approx. 5ltrs per person per day) x 365/366 (days per year/leap year).

- o. Booklet 5, Items 7F.8 (Bulk Liquid – 1.5ltr Bottled Water (Cooking)). Firm Price Per Bottle in accordance with the Requirements Document Booklet 3.5 Reference 8 (8.1.3) and the Terms and Conditions (Booklet 2). For the purposes of the evaluation

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the Total Firm Price for this Item will be calculated using estimated throughput of 1 Litre per Person per Day. The annual cost will be calculated as follows:

■■■■■

Firm price per 1.5ltr bottle x 50 per day (estimated consumption approx. 1.5ltrs per person per day) x 365/366 (days per year/leap year).

- p. Booklet 5, Items 7G.1 to 7G.3 (Sludge, Black and Grey Water Removal and Disposal). Firm Price Per Call Out in accordance with the Requirements Document Booklet 3.5 Reference 16 (16.1) and the Terms and Conditions (Booklet 2). For the purposes of the evaluation the Total Firm Price for this Item will be calculated using estimated throughput. The annual cost will be calculated as follows:

■■■■■

Firm Price per Call Out x 365/366 days/year (current estimate 1 call out per day).

■■■■■

Firm Price per Call Out x 20 (estimated monthly call outs) x 12 (months).

■■■■■

Firm Price per Call Out x 20 (estimated monthly call outs) x 12 (months).

- q. Booklet 5, Item 9.1 (Insurance). Firm Price Per Annum for all insurance policies applicable to this Contract in accordance with Booklet 2 (Terms & Conditions), Condition 84 (Required Insurances) and Booklet 2, Annex Q & R where applicable. Item 9.1 will be included in tender offer.
- r. Booklet 5, All Items (Demobilisation). Firm Price for all applicable demobilisation costs.

Total Tender Price		Core Services Price
Used for VfM assessment and selection of winning bid	=	- Tendered Firm Price (Core Services Only) - Mobilisation & Demobilisation - 3 (three) years delivery - 2 (two) optional years delivery

D11. Most Economically Advantageous Tender (MEAT).

- a. All Tenders deemed compliant against all criteria contained within the Commercial and Technical Evaluations are then evaluated using the MEAT methodology. The MEAT will be determined by carrying out a Weighted Value for Money (WVfM) calculation as set out in paragraphs D12 through D14.
- b. The weightings to be applied in the WVfM calculation (as set out in paragraph D4) are:

Non-Cost (60%): the non-cost evaluation (in accordance with paragraphs C10 and C11 to this booklet and of which 6% (of the 60%) is attributed to Social Value as supplied at Annex K).

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Cost (40%): The Total Tender Price evaluated by reference to the Pricing Schedule Workbook instructions provided in Booklet 5 and paragraph D10.

D12. The Tender Evaluation will be on the basis of: Weighted Value for Money Index (WVFM Index).

- a. This approach introduces a simple weighting to encourage tenderers to focus on the non-cost (technical) score rather than a low cost; as the higher non-cost score is the more important factor in the award decision for this procurement. This is achieved by applying a factor of non-cost score weighting divided by the cost weighting to the non-cost score. The formula which will be used is shown below:

$$\text{Non-cost score}^{(wQ/wC)}$$

and the overall tender score is calculated as follows:

$$\frac{\text{Non-cost score}^{(wQ/wC)}}{\text{Cost}}$$

Where: wQ = Weighting of non-cost (technical) criteria
wC = Weighting applied to cost

- b. It should be noted that very different solutions can give the same WVFM index and be considered equal. Should two or more tenders achieve the same WVFM index score the Authority will select the lowest priced tender.
- c. **Commercial Assessment.** The table below shows the results of the commercial assessment carried out in accordance with the commercial proposal as detailed in Paragraph C4.

Commercial assessment example table.

Ser	Company	Pass/Fail	Price (£M) (Example)
1	A	Pass	1.232732
2	B	Fail*	N/A
3	C	Pass	1.050500
4	D	Pass	0.950000
5	E	Pass	1.798598

***Note:** Company B did not pass all the minimum commercial requirements and has been excluded as detailed at paragraph D6.

- d. **Technical Assessment.** The table below illustrates the technical scores. These scores are the weighted scores in accordance with the weighting percentages detailed in Paragraph C10.

Weighted technical scores example table.

Ser	Company	Technical Score (Max 100)	Pass / Fail
1	A	80	Pass
2	B	N/A	Fail *
3	C	70	Fail **
4	D	75	Pass

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5	E	95	Pass
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***Note:** Company B did not pass all the minimum commercial requirements and so cannot be considered for technical evaluation.

****Note:** Company C did not score forty (40) or more in all areas required.

- e. **Overall Assessment.** The table below illustrates the total scores following the evaluation of the technical and commercial submissions and the WVFM Index. **Note: The stated values for the actual tender exercise will be wQ = 60% and wC = 40%.**

WVFM Index (Non-cost Score^(60/40)/Price) example table.

Tender	Technical	Commercial	Price £M	WVFM Index	Rank
A	$80^{(60/40)} = 716$	Pass	1.232732	580.82	2
B	N/A	Fail	N/A	N/A	N/A
C	Fail	Pass	N/A	N/A	N/A
D	$75^{(60/40)} = 650$	Pass	0.950000	684.21	1
E	$95^{(60/40)} = 926$	Pass	1.798598	514.85	3

Note: In this worked Example Company D would be awarded the contract.

- f. Figures will be rounded up to the nearest [2] decimal points.

D13. Appointment of Successful Tenderer. Each Tenderer will be informed by notice in writing of any decision to award the Contract and such notice shall include the information prescribed in Regulation 33 (2) of the DSPCR 2011.

D14. Deselection of Successful Tenderer. Following the appointment of a successful Tenderer if the successful Tenderer:

- makes a material alteration to the Tender which formed the basis of its selection as successful Tenderer (whether as to the value or any other aspect of its Tender);
- is in breach of any of the conditions set out in the tender documentation;
- in the reasonable opinion of the Authority fails to make satisfactory progress towards signature of the Contract; or
- in the case of any of the above, fails to remedy the situation to the reasonable satisfaction of the Authority within a reasonable period, then the Authority shall be entitled to de-select the successful Tenderer and (at the absolute discretion of the Authority) to exclude the successful Tenderer from any further participation in the Project or to introduce a further stage in the Project in which the successful Tenderer may or may not (at the absolute discretion of the Authority) be invited to participate. Under no circumstances will the Authority or any of its respective advisors be liable for any costs or expenses incurred by the successful Tenderer and/or any of its partners, suppliers, subcontractors or funders due to, or arising from, such de-selection or the introduction of a further stage in the Project.

D14. Standstill Period. The Authority is obliged to allow a minimum of ten (10) calendar days to elapse between the date of despatch of its Award Decision Notice (Standstill Letter) to Tenderers stating the name of the Tenderer to be awarded the Contract “the Winning Tenderer” in response to this ITT and the date on which the Authority proposes to enter into the Contract. Further information regarding the Standstill Period can be found at F12 to this booklet.

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D15. **Tenderers' Debrief.** A de-brief will be available on request as provided in regulation 33(7) of the DSPCR 2011 but may be given after the Contract has been awarded.

D16. **Withdrawal from Tendering.** If at any time a Tenderer decides not to submit an ITT response it should inform the Authority by contacting the relevant Commercial Officer [REDACTED] Tenderers should confirm their withdrawal in writing.

Section E – Instructions on Submitting Tenders

Submission of your Tender

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by the timings detailed at Section B. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITT 709303453.

E2. Your priced Tender and priced ITT Documentation must only be submitted to the commercial envelope of the DSP ITT. You must ensure that there are no prices present in the technical or qualification (if applicable) envelopes of the DSP ITT. The Authority has the right to request, at its discretion, that any pricing information found in the technical or qualification (if applicable) envelopes is redacted in accordance with paragraph E3.

E3. The Authority may, in its own absolute discretion, allow the Tenderer to rectify any irregularities identified in the Tender by the Authority or provide clarification after the Tender return date. For example, this may include, but is not limited to, redacting pricing information in the unpriced copy of the tender, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the DSP on how they can correct such irregularities which must be completed/provided by the deadline set. The Authority will cross reference the amended Tender with the original Tender submitted to the DSP before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the Authority, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the Authority, this will result in a non-compliant bid.

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact if [REDACTED] you have a requirement to submit documents above OFFICIAL SENSITIVE

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact [REDACTED] to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

E6. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to DSP with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications.

Lots

E7. This requirement has not been split into lots.

Variant Bids

E8. The Authority will not accept variant bids.

Samples

E9. Samples are not required.

Section F – Conditions of Tendering

F1. The issue of ITN Documentation or ITT Material 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 ITT or subsequent Tender submission create any implied Contract between the Authority and any Tenderer 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 ITT in accordance with applicable law;
- b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
- c. visit your site;
- d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITT;
- e. disqualify any Tenderer that is guilty of misrepresentation in relation to their Tender, expression of interest, the DPQQ or the tender process;
- 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 DPQQ response, see paragraphs A31 to A34;
- g. withdraw this ITT at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
- h. re-issue this ITT on a single source basis, in the event that this procurement 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. choose not to award any Contract as a result of the current tender process;
- j. 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 Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C3.

Conforming to the Law

F4. You must 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 will be disqualified from this procurement. 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 must report any suspected or actual bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline
0800 161 3665 (UK) or
+44 1371 85 4881 (Overseas)

Conflicts of Interest

F7. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers 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 procurement; or
- attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have provided advice to the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential conflict of interest (COI) exists or arises or may arise or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual or potential COI. The proposal must 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 Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must 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. Tenderers are ultimately responsible for ensuring that no Conflicts of Interest exist between the Tenderer and their advisers, and the Authority and its advisers. Any Tenderer who fails to

comply with the requirements described at paragraphs F7 to F10 (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 procurement at the discretion of the Authority.

Government Furnished Assets

F11. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

Standstill Period

F12. 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 a Contract to the successful Tenderer before entering into a Contract, 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 10th day is not a business day, the standstill period ends at midnight of the next business day.

Publicity Announcement

F13. If you wish to make an announcement regarding this procurement, you must 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 must 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.

F14. Under no circumstances should you confirm to any Third Party the Authority's Contract award decision before the Authority's announcement of the award of Contract.

Sensitive Information

F15. 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 procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.

F16. For these purposes, the Authority may share within Government any of the Tenderer's documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any sensitive material in DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) 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.

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITN) to any Third Party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Reportable Requirements

F18. Listed in DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you must attach the relevant information with the tender submission.

F19. 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

TUPE

F20. Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time and /or the Acquired Rights Directive (ARD) 77/187/EC, hereinafter referred to as TUPE.

F21. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation, and it is your responsibility to consider whether or not TUPE applies to this re-let and tender accordingly.

F22. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this tender exercise results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.

F23. TUPE information in respect of the current employees is provided in Booklet 4: *Data*, reference Booklet 4A-Folder 8: Parts 1-3. This information may be updated prior to contract award in which event the short-listed tenderers will be given an opportunity to revise or confirm tendered prices. The information detailed in the Booklet 4 has been obtained from the contractors currently undertaking this task. The accuracy and completeness of this information cannot be warranted by the Authority. It remains the responsibility of the Tenderer to ensure their tender submission takes full account of all the relevant circumstances of this contract re-let and tender accordingly. The Tenderer is required to confirm when responding that they will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not the Tenderer is awarded a contract as a result of this tender exercise. Failure to provide clear and unequivocal confirmation may result in the tender being deemed non-compliant and therefore a Contract cannot be awarded.

F24. Host Nation applicable staff transfer standards will also apply.

Contract Options

F25. There is the provision to extend the Contract for up to an additional 2 (two) (1+1) years at the Authority's discretion subject to enduring requirements; performance success against Key Performance Indicators as detailed within the Contract. Should the option detailed above be taken a formal Contract change will be enacted.

BPSS or in Country Equivalent

F26. As advised on release of DPQQ, the Authority has issued this ITT on the basis that all individuals within each potential Tenderer's bid team that are accessing or viewing ITT documentation holds Baseline Personnel Security Standard (BPSS) clearance or their in-country equivalent.

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F27. Further details and the full requirements of the BPSS can be found at the Gov.UK website: <https://www.gov.uk/government/publications/government-baseline-personnelsecurity-standard>.

Ministry of Defence

Tender Submission Document (Offer) – Ref Number [ITT - 709303453]

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

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

Applicable Law				
I agree that any Contract resulting from this competition shall be subject to English Law				Yes / No
Total Value of Tender (excluding UK VAT)				
\$				
WORDS				
UK Value Added Tax				
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)) \$				
Location of work (town / city) where Contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-Contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528.			Yes* / No	
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?			Yes* / No	
Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & 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	

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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 Tenderer'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 Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 (supplied at Annex I) - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly	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 Contract award, if you are identified as the winning Tenderer?	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).	
Tenderer's Declaration of Compliance with Competition Law	

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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:

- a.the offered price has not been divulged to any Third Party;
- b.no arrangement has been made with any Third Party that they should refrain from tendering;
- c.no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion;
- d.no discussion with any Third Party has taken place concerning the details of either's proposed price; and
- e.no arrangement has been made with any Third Party otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the 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.

We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

We agree that the Authority may share the Contractor's information/documentation (submitted to the Authority during this Procurement) 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 Tenderer's Commercially Sensitive Information Form (DEFFORM 539A).

Dated this.....day of Year

Signature:

In the capacity of

(Must be scanned original)

(State official position e.g. Director, Manager, Secretary etc.)

Name: (in BLOCK CAPITALS)

Postal Address:

duly authorised to sign this Tender for and on behalf of:

Telephone No:

Registered Company Number:

Dunn And Bradstreet number:

(Tenderer's Name)

Information on Mandatory Declarations

IPR Restrictions

1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.

2. In particular, you must 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 Contractor 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 must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

Notification of Foreign Export Control Restrictions

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

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

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

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- a. a non-UK export licence, authorisation or exemption; or
- b. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 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 must use reasonable endeavours 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 must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the 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 must 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. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on 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 Tenderer. 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. United Kingdom (UK) 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 UK, 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 should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate His Majesty's Revenue & Customs (HMRC) authorizations.

Cyber Risk

14. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of Very Low. The Risk Assessment Reference is 101902999. Tenderers are required to complete the Supplier Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Implementation Plan as appropriate.

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. Form 1686 and further guidance can be found 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) policy, and we want to encourage SME participation throughout our supply chain. Our goal is that 25% of the Authority's spending should be spent with SMEs by 2022; this applies to the money which the Authority spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of SME.

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 <https://www.smallbusinesscommissioner.gov.uk/ppc/>.

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](https://www.gov.uk) and the DSP.

19. The opportunity also exists for Tenderers to advertise any Sub-Contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: <https://www.gov.uk/guidance/subcontract-advertising>. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrcISSM-Suppliers@mod.gov.uk.

Transparency, Freedom Information and Environmental Information Regulations

20. The Authority shall publish notification of the Contract and publish Contract 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.

21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's [Transparency Principles](#) and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 12.

22. 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").

23. You must complete the attached Tenderer's 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.

24. You should note that while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the 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. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

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

Change of Circumstances

26. In accordance with paragraph A31, if your circumstances have changed, please select 'Yes' to the appropriate question on DEFFORM 47 Annex A and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

27. 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 Contractor Deliverables fall into one of these categories select 'Yes' to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

Defence Safety Authority (DSA) Requirements

28. Tenderers are required to comply with any applicable DSA military regulatory policy and regulation. Tenderers who wish to propose an alternative acceptable means of compliance must obtain agreement in principle from the relevant defence regulator (through the Project Team) in advance of submitting their Tender. Acceptable Means of Compliance (AMC) are strongly recommended practices and a justification will be required if they are not followed. Tenderers must consult the relevant defence regulator where there is more than one AMC. You must confirm how you intend to comply with the regulatory articles, and the date you consulted with the relevant defence regulator.

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 Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Contract 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 Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.