



Department  
for Work &  
Pensions

**Invitation to Tender:**

# **Mid-Life MOT Private Sector Pilots**

## **Instructions to Suppliers**

Version v1.0

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**GLOSSARY**

Annexes	The annexes to these Instructions;
Buyer	The Secretary of State for Work and Pensions acting through his/her representatives in the Department for Work and Pensions;
Call-Off Contracts	The contracts to be awarded pursuant to the ITT;
Call-Off Order Form	The order form which forms part of a Call-Off Contract, a draft of which is provided as part of the ITT;
Call-Off Procedure	The call-off procedure pursuant to Schedule F3 (Call-Off Procedure and Award Criteria) of the Test and Learn DPS to which these Instructions in this ITT relate;
Cornwall and Devon	CPA 3 as defined in Annex 4 of the Specification;
CPA(s)	Refers to the Contract Package Areas listed in Annex 4 of the Specification;
East Anglia	CPA 1 as defined in Annex 4 of the Specification;
EIRs	Environmental Information Regulations 2004;
ePS Portal	The DWP e-Procurement Solution Portal;
Final Overall Score	The total of the Final Quality Score plus the Final Price Score calculated in accordance with paragraph 7 of these Instructions;
Final Price Score	The Final Price Score for a Tender as calculated in accordance with paragraph 7.2.2 of these Instructions;
Final Quality Score	The Final Quality Score for a Tender as calculated in accordance with paragraph 7.2.1 of these Instructions;
FOIA	Freedom of Information Act 2000;
Instructions	These Instructions to Suppliers;
ITT	The invitation to tender (comprising these Instructions and their Annexes, the Specification and the draft Call-Off Order Form) to which these Instructions relate;
Mid-Life MOT	As defined in the Specification;
Mid-Life MOT Private Sector Pilots	As defined in the Specification;
North East of England	CPA 2 as defined in Annex 4 of the Specification;
Organisation Profile	The profile that the Supplier has completed as part of the registration process for the Test & Learn Dynamic Purchasing System;
Participant	A person who takes part in the Mid-Life MOT
PCR	Public Contracts Regulations 2015;
SME	A Small or medium enterprise;
Specification	The specification provided to accompany the ITT;
Supplier	Any person identified in an award form for the Test and Learn DPS and responding or, where the context requires, potentially responding to the ITT;
Supplier's Team	Any directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor or potential sub-contractor;
Tender	A completed tender in response to the ITT;
Tender Submission Deadline	As defined in paragraph 4.1 of these Instructions;

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Test and Learn DPS	DWP Test and Learn DPS (Project_20559);
Total Contract Price	The “TOTAL CONTRACT PRICE (£) excluding Output VAT” for each Tender as set out on the Pricing Summary tab of the relevant completed Pricing Proposal as validated and agreed by the Buyer

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**INSTRUCTIONS AND INFORMATION ON TENDERING PROCEDURES**

**1. General Information**

- 1.1. This Call-Off Procedure has been developed in line with Schedule F3 (Call-Off Procedure and Award Criteria) of the Test and Learn DPS.
- 1.2. These Instructions, together with the Specification and all other information and documents to which they refer, are designed to ensure that all Suppliers are given equal and fair consideration. It is important, therefore, that each Supplier responding to the ITT provides all the information asked for in the format and order specified.
- 1.3. This document contains the information and instructions Suppliers need to submit a Tender, for example:
  - information regarding the Call-Off Procedure, such as the timetable, specific conditions of contract for the Call-Off Contracts, evaluation process and award/evaluation criteria;
  - how to submit questions and requests for clarification; and
  - instructions explaining how to complete and submit a Tender.
- 1.4. Please read the information and instructions carefully because non-compliance with these Instructions may result in the disqualification of your Tender from this Call-Off Procedure.
- 1.5. Administration of the Call-Off Procedure

The Buyer will be administering the Call-Off Procedure electronically via the [DWP e-Procurement Solution \(ePS\)](#) Portal. No hard copy documents will be issued and all communications with the Buyer (including final submission of Tenders) will be conducted via the ePS Portal.
- 1.6. To ensure all communications relating to this Call-Off Procedure are received, a Supplier must ensure that the point of contact it nominates in the ePS Portal is accurate at all times. Access to the Portal is available twenty-four (24) hours a day, seven (7) days a week, and three-hundred and sixty-five (365) days a year anywhere in the world via the internet unless there are technical issues with the portal that the Buyer is aware of and issued a message regarding any technical problems otherwise by the Buyer via the ePS portal.
- 1.7. Support available to help you to understand and use the ePS portal includes:
  - freephone helpdesk (0800 069 8630), available Mon-Fri 8am to 6pm (UK time in English language only);
  - help guides; [https://dwp.bravosolution.co.uk/attach/supplier\\_registration\\_guide.pdf](https://dwp.bravosolution.co.uk/attach/supplier_registration_guide.pdf)
  - emailing [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk)
- 1.7.1.** Suppliers must ensure that their ePS registration directly relates to the part of the Supplier organisation that submits the Tender and will enter into the Call-Off

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Contract if successful (e.g. some larger Suppliers may have several subsidiaries, so registration needs to apply to the entity that submits the Tender and will enter into the Call-Off Contract if successful).

- 1.8. Suppliers must ensure where they are bidding as the lead contact for a group of economic operators that this is reflected in their ePS registration.
- 1.9. Where a Special Purpose Vehicle (SPV)/ group of economic operators is formed to submit a Tender, this must only be submitted by and in the name of the Supplier chosen as the “Lead” Supplier for that SPV.
- 1.10. Mid-Life MOT Private Sector Pilots will be called-off the Test and Learn DPS pursuant to the “light touch regime” provided by regulation 74 of the PCR. Only Suppliers who are accredited to the Test and Learn DPS and who, as of 12 noon on the day, on which these Instructions are first made available to Suppliers, are appointed to the Advice and Information Line and the geographic area to which a CPA relates may submit a Tender in respect of that CPA. For the avoidance of doubt, where a Supplier is bidding for multiple CPAs, it must submit a separate Tender for each CPA.

## **2. Conditions Applying to this Tender**

### **2.1. Buyer’s Terms and Conditions**

The Call-Off Contracts will be on the basis of the terms and conditions set out within or incorporated into the Order Form. Suppliers are not permitted to submit their own terms and conditions, whether standard or otherwise and no amendments to the Call-Off Contract will be considered. If a Supplier submits any mark-ups or indicates that they do not accept any or all of the terms of the Call-off Contract, the Buyer may reject that Tender.

### **2.2. Costs and Expenses**

Suppliers will not be entitled to claim from the Buyer any costs or expenses which may be incurred in preparing and/or submitting their Tender.

This applies whether or not the Supplier is successful and also applies to any additional cost a Supplier may incur if the Buyer modifies, amends its requirements, or if the Buyer cancels this procurement for whatever reason.

### **2.3. Confidentiality**

All information supplied by the Buyer to Suppliers must be treated in confidence and not disclosed to third parties other than where it is necessary to obtain sureties or quotations for the purpose of the Supplier submitting its Tender.

All information supplied by Suppliers to the Buyer will similarly be treated in confidence except:

- for the disclosure of such information with regard to the outcome of the procurement process as may be required to be published in accordance with the requirements of UK government policy on the disclosure of information relating to government contracts;
- that as part of the debriefing process we will inform any unsuccessful Supplier whose Tender has been evaluated of the characteristics and relative advantages

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of the successful Tender(s), as well as, where appropriate, the qualitative evaluation score(s) achieved by and name(s) of the successful Supplier(s);

- in pursuance of the Buyer's obligations under the FOIA or any other legal requirement.
- that references may be sought from banks, existing or past clients, or other referees submitted by the Supplier.

**2.4. Right to Cancel or Vary the Process**

The Buyer reserves the right to vary the ITT documentation (including, without limitation, these Instructions, the Specification and/or the Order Form) at any time prior to the deadline for receipt of Tenders. Any such amendment will be numbered, dated and issued by the Buyer via the ePS portal. Depending on the nature of the amendments and whether the amendments are significant, the Buyer may at its discretion extend the deadline for receipt of Tenders.

The Buyer reserves the right to discontinue the procurement process at any time and not to award a contract.

**2.5. Previous or Current Contracts with the Buyer**

Suppliers who currently undertake, or have previously undertaken, work for the Buyer should note that the Tender will be evaluated purely on their response to the ITT. The Buyer's prior knowledge or experience of Suppliers will not form part of the evaluation.

**2.6. Inducements**

Offering an inducement of any kind in relation to obtaining this Call-Off Contract or any other contract with the Buyer will disqualify your Tender from being considered and may constitute a criminal offence.

**2.7. Conflicts of Interest**

Suppliers are responsible for ensuring that there are no conflicts of interest between, on the one hand, the Supplier and/or the members of the Supplier's Team and, on the other hand, the Buyer. The concept of a conflict of interest includes any situation where a member of the Supplier's Team has, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of this Call-Off Procedure.

Each Supplier must notify the Buyer of any actual or potential conflict of interest that may be relevant to this Call-Off Procedure and/or the submission or evaluation of any tender as soon as reasonably practicable after it becomes aware of such a conflict. Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of the Buyer may result in the Supplier and/or members of the Supplier's Team being excluded from further participation in the Call-Off Procedure.

Each Supplier must ensure that, in the event that any member of the Supplier's Team is also involved or potentially involved in a competing Tender, appropriate arrangements are put in place to mitigate the risk of distortion to the fairness of the competition and/or of collusion between Suppliers. In the event that the Buyer

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considers that adequate arrangements have not been put in place, the Buyer reserves the right to exclude any affected Supplier from further participation in the Call-Off Procedure, particularly if it considers the integrity of the Call-Off Procedure is compromised by a conflict of interest.

**2.8. Non-Collusion**

Any Supplier or member of the Supplier's Team who, in connection with this Call-Off Procedure and without obtaining the prior written consent of the Buyer:

- fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other person (other than a member of the Supplier's Team acting in that capacity);
- enters into any agreement or arrangement with any other person (other than a member of the Supplier's Team acting in that capacity) that it shall refrain from making a Tender or as to the amount of any Tender to be submitted;
- causes or induces any person to enter such agreement or arrangement as mentioned within this paragraph or to inform the Supplier or a member of the Supplier's Team of the approximate amount of a rival Tender;
- offers any inducement, fee or reward to any servant or agent of the Buyer or any person acting as an advisor to the Buyer in connection with the Call-Off Procedure;
- does anything which would constitute a breach of the Prevention of Corruption Act 1889 to 1916;
- commits an offence under the Bribery Act 2010 for example by offering and/or agreeing to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or omissions; or communicates to any person other than the Buyer or a member of the Supplier's Team, the amount or approximate amount of its Tender (except where such disclosures are made in confidence to obtain quotations necessary for the preparing of the Tender)

will be disqualified (without prejudice to any other civil remedies available to the Buyer and without prejudice to any criminal liability which such conduct by a Supplier or member of the Supplier's Team may attract).

**2.9. Duties under the FOIA and EIRs- (ITT Technical Envelope & Annex Q) and other legal requirements for disclosure.**

The Buyer is committed to open government and to meeting its legal responsibilities under the FOIA and the EIRs. All information submitted to the Buyer may need to be disclosed by the Buyer in response to a request under the FOIA, the EIRs and/or in relation to any other legal requirement. If you consider that any of the information included in your Tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.



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You should be aware that even where you have indicated that information is commercially sensitive, the Buyer may be required to disclose it under the FOIA, the EIRs or any other legal requirement, if a request for disclosure is received by the Buyer. Please note that the receipt of material marked 'confidential' or equivalent by the Buyer should not be taken to mean that the Buyer accepts any duty of confidence by virtue of that marking. If a request is received, the Buyer may also be required to disclose details to unsuccessful Suppliers.

**2.10. Transfer of Undertaking (Protection of Employment) Regulations 2006 ("TUPE")**

As a new service provision, the Buyer anticipates that TUPE will not apply to the Mid-Life MOT Private Sector Pilots. However, Suppliers are to rely on their own assessment as to the application of TUPE.

### **3. Purpose and Background**

The Mid-Life MOT encourages and enables people to stay in work longer and enjoy a more secure retirement through helping them take stock of their Work, Wealth, and Wellbeing. Existing offerings under the Mid-Life MOT umbrella include a national digital MOT page, launched in 2019, hosted via a pensions micro website, which has been effective in brigading services from the three key providers (Public Health England, the National Careers Service and the Money and Pensions Service). The Mid-life MOT Private Sector Pilots shall build on this. Notwithstanding this and for the avoidance of doubt it is not an eligibility criterion for the Mid-life MOT Private Sector Pilots that Programme Suppliers must be in the private sector.

The Mid-Life MOT Private Sector Pilots are part of the wider enhanced package for those 50+, as announced in the Government's 2021 £500m Plan for Jobs Expansion. This package announced that older workers will receive better information and guidance on later life planning, helping them make informed choices and supporting them to plan their career and remain in work.

The Buyer wishes to encourage and enable individuals to engage with later life planning through a holistic assessment of their Work, Wealth, and Wellbeing. The Buyer is seeking to procure delivery of a form of Mid-Life MOT through employers and direct to individuals within the three pilot areas (each as defined in the Glossary in these Instructions) which each represent a CPA:

- East Anglia,
- North East of England and
- Cornwall and Devon

### **4. Procurement Timetable**

- 4.1. Set out below is the anticipated procurement timetable. This is provided as a guide and, whilst the Buyer does not intend to depart significantly from it, there may be occasions where the timetable will be subject to change.

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<b>Activity</b>	<b>Date(s)</b>
Specification issued	6 January 2023
Publication of the ITT to all Suppliers registered on the Information and Advice service line on the Test and Learn DPS. The ITT continues to be available to download from the ePS Portal	16 January 2023
Q&A period opens for Supplier questions	16 January 2023
Q&A period closes for Supplier questions	10:00am 6 February 2023
Final Q&A Log published	13 February 2023
Tender Submission Deadline	10:00am 20 February 2023
Tender evaluation and clarification period	21 February – 13 March 2023
Internal governance	13 March - 17 March 2023
Successful/unsuccessful Letters and Order Forms issued	17 March 2023
Voluntary standstill period	17 March - 27 March 2023
Internal governance concludes	30 March 2023
Signed Call-Off Order Form received from Supplier(s)	31 March 2023
Call-Off Order Form signed by the Buyer	3 April 2023

## **5. Deadline for Submission of Tenders**

- 5.1. All Tenders must be received by the Buyer by the Tender Submission Deadline (10:00am Monday the 20<sup>th</sup> of February).
- 5.2. To ensure that all Suppliers are treated fairly, Tenders received after the Tender Submission Deadline may be rejected by the Buyer. Any cases of late submission will be considered individually by the Buyer on the basis of evidence available prior to a decision being made as to whether or not the Tender should be accepted. For the avoidance of doubt, the Buyer reserves the right at its absolute discretion to reject the entire Tender.
- 5.3. A Supplier may choose not to submit a Tender. It would be useful to the Buyer if Suppliers can advise the Buyer prior to the Tender Submission Deadline if it will not be submitting a Tender and, if possible, the reasons behind its decision. If a Supplier intends to bid for some but not all of the CPA's it would be useful to the Buyer if the Supplier can confirm why it is choosing not to bid for specific CPA's prior to the Tender Submission Deadline.

## **6. Tender Submission Process (DWP e-Procurement Solution)**

### **Background**

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- 6.1. The ePS portal relies on the completion of three envelopes which will contain all of the information the Buyer requires to enable full evaluation to take place. All information should be uploaded as per instructions into the relevant envelopes on the ePS portal:
- Qualification Envelope – is used for gathering information to qualify Tenders for further evaluation;
  - Technical Envelope – is used for gathering information to allow for full evaluation of the technical side of the Tender; and
  - Commercial Envelope – is used to gather the price elements of the Tender (“Pricing Proposal”).

**Tender Completion**

- 6.2. Information or text contained within the ITT (including these Instructions and their Annexes) and your Tender, any amendments to the ITT and any exchange of correspondence or information between the Buyer and Suppliers may be incorporated, whether by reference or otherwise, into any subsequent Call-Off Contract that the Buyer and you (if successful) may enter into as a result of this Call-Off Procedure.
- 6.3. To participate in this Call-Off Procedure, Suppliers are required to submit a fully compliant Tender and must answer all questions accurately. Only information provided in response to the ITT will be evaluated. To ensure equality of treatment of all Suppliers, the Buyer reserves the right to reject any non-compliant Tender.
- 6.4. Suppliers should answer all questions using the templates provided, presenting them in the same sequence and using the same references. Please ensure all answers are self-contained with no cross-referencing. Only information entered into the appropriate answer boxes (which may be extended as necessary but should not exceed the applicable page count) or in additional documents supplied as requested, will be taken into consideration for the purposes of evaluating the Tender.
- 6.5. Responses must not exceed the pre-set margins and space allocation. Any part of the response in excess of these allocations will be disregarded and will not be evaluated.
- 6.6. Responses must be presented using Arial font size 12 (English Language and black typeface) and single line spacing, including instances where information may be tabulated as part of the response. The only exception permitted to the font size is for legible illustrative screen shots, graphs and charts, which should be presented within the allocated page limit for the question they are relevant to and must not be embedded separately as this information will be disregarded.
- 6.7. Tenders must be completed using Microsoft Word and MS Excel format. Files submitted in Microsoft Project format and PDF will not be accepted except where stated below at paragraph 6.27.
- 6.8. All acronyms and abbreviations, if used, must be fully explained.
- 6.9. Where a YES, NO or Not Applicable response is required, please click the appropriate YES, NO or Not Applicable statement on the drop-down options bar.

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**Tender Submission Procedure**

- 6.10. The ITT and any attachments have been specifically designed to be compatible with DWP e-tendering and the evaluation requirements and must not, under any circumstance, be altered except as directed when completing them.
- 6.11. All Tenders must be submitted to the Buyer using the ePS Portal. Tenders submitted by any other means will not be accepted.
- 6.12. A Tender may be completed and submitted at any time before the Tender Submission Deadline using the ePS Portal. Instructions explaining how to submit and complete the Tender to the Buyer are located within the ePS Portal.
- 6.13. The Supplier is responsible for ensuring that its Tender has been successfully completed and all information uploaded to the ePS Portal prior to the Tender Submission Deadline.
- 6.14. Please allow sufficient time to submit your Tender, it is recommended that the Supplier allows time for a final check to be undertaken prior to the Tender Submission Deadline. It will not be possible for you to upload any further information after the Tender Submission Deadline. IT problems within your own system will not be considered reasonable grounds for late submission.
- 6.15. A Supplier may modify and resubmit its Tender at any time prior to the Tender Submission Deadline. Tenders cannot be modified by Suppliers after the Tender Submission Deadline. Upon the tender submission deadline, the Supplier must ensure that it has only submitted a single Tender for each of the Lots that they are applying for through the ePS Portal.
- 6.16. Financial information should be submitted in the format requested (MS Excel). Documents which have related financial information should be submitted in GBP (£). Instructions on the ePS Portal will clearly identify the format and where these documents should be uploaded.

**Labelling your Tender Forms (File Names)**

- 6.17. Suppliers will be invited to submit responses to online questions and upload a suite of documentation that reflects the requirements of the ITT. It is vitally important that when using the ePS Portal Tenders, correctly name any documents and attachments that are required to be uploaded as a response to questions within each of the envelopes.

**Qualification Envelope**

- 6.18. This envelope contains questions the Supplier will have already answered in setting up their Organisation Profile and the answers to those questions will be used to pre-populate your response.
- 6.19. Suppliers may change these answers, so they differ from those saved in their Organisation Profile and save those new answers on their response. These answers will be applied back to their Organisation Profile when the ITT is evaluated by the Buyer.

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- 6.20. Suppliers may also supply different answers to these questions provided in relation to tenders for other procurements they submit. In this case the response saved to your Organisation Profile will always be the response which is most recently evaluated by the Buyer.
- 6.21. Where Suppliers do not want to change any information, they will be given a prompt to confirm that everything recorded is current and correct.
- 6.22. Where there is a requirement to upload documents within the envelope, the suggested format is as follows. Please note this is an example and your submission should reflect what is actually requested in the ITT.

ITT Response required	How your response should be uploaded
Qualification Envelope  Question 1.6.1  Annex D	Contract title (Mid-Life MOT), Question 1.6.1 - Yes / No Supplier Name (e.g. ABC Ltd)

**Technical Envelope**

- 6.23. This envelope contains specific questions to which a response is required. It is this information which will enable the Buyer to carry out a qualitative evaluation of the Tender. Where there is a requirement to upload attachments to questions within this envelope the suggested format is as follows (Please note this is an example and your submission should reflect what is actually requested in the ITT):

ITT Response required	How your response should be uploaded
Question 1.4.5 (Implementation)	Contract title (Mid-Life MOT) Question 1.4.5 - Excel spreadsheet and written response Supplier Name (e.g. ABC Ltd)

**Commercial Envelope**

- 6.24. This envelope is where the Pricing Proposal should be uploaded. This information should be uploaded as follows.

ITT Response required	How your response should be uploaded
Pricing Proposal Commercial Envelope, Annex C – Pricing Proposal	Contract title (Mid-Life MOT), Annex C – Pricing Proposal Supplier Name (e.g. ABC Ltd)

**Additional Materials, Documents and Attachments**

- 6.25. No additional documentation should be submitted with a Tender unless specifically requested by the Buyer.

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- 6.26. Information that forms part of general company literature or promotional brochures will not form part of the evaluation process and should not be submitted.
- 6.27. A Tender should not contain any inserted, pasted or embedded pictures or documents (image files, PDF documents or other Word documents) unless specifically requested by the Buyer.
- 6.28. Any additional documents requested by the Buyer must be clearly referenced within the body of the Tender using a unique, un-ambiguous and relevant file name. They must be saved using MS Word, MS Excel, MS PowerPoint, PDF or jpeg formats. No other file formats should be used.

**Tender Clarification (Q&A)**

- 6.29. Suppliers have the opportunity to raise questions about the ITT and request clarification about the requirement. All questions raised must be submitted via the ePS Portal by the date specified in the procurement timetable. The Buyer will not consider any clarification questions received after this date.
- 6.30. The Clarification (Question and Answer (Q&A)) log containing generic questions and responses will be published on the ePS portal and updated regularly in line with Q&A period as detailed within the procurement timetable above. It will be the responsibility of the Supplier to monitor the portal for the latest activity.
- 6.31. Suppliers need to ensure that they have read all the documentation contained within the ITT (including the Specification, Call-Off Order Form and these Instructions) thoroughly so that questions or clarifications are not raised unnecessarily.
- 6.32. Subject always to the Buyer's obligations under the FOIA, the EIR and/or any other legal requirement, if a clarification question is deemed by a Supplier to be commercially confidential, then the Supplier should clearly indicate as part of the question that it believes this is the case. The Buyer will consider the reasoning given by the Supplier and may exercise its discretion to keep such information confidential when handling the question. However, the final decision regarding disclosure is for the Buyer to make at its sole discretion.
- 6.33. Questions not deemed to be commercially confidential will be considered by the Buyer to be of significance to all Suppliers. If the Buyer intends to follow this course of action in respect of a question which the Supplier has indicated contains commercially confidential information, it will inform the Supplier who raised the question before sharing the question with all Suppliers to provide an opportunity for the question to be withdrawn by that Supplier. Subject to this, all questions and answers will be made anonymous and made available to all Suppliers via the ePS Portal.
- 6.34. The final date for questions and answers and dissemination allows sufficient time for Suppliers to act upon this information as appropriate before finalising their Tenders for submission.

**Acceptance and Return of Tenders**

- 6.35. By issuing the ITT, the Buyer is not bound in any way and does not have to accept any Tender.



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- 6.36. Tenders will remain unopened by the Buyer until the Tender Submission Deadline has passed and then they will be opened and logged in accordance with the Buyer's procurement procedures. The Tenders will undergo an initial compliance check to ensure that all information requested has been received. Tenders may be rejected if the complete information requested is not included as part of the Tender documentation.

**Declaration by Tender (Technical Envelope)**

- 6.37. This document is your offer to enter into a contract with the Buyer. It is the responsibility of the Supplier to ensure that your final submission corresponds with the information stated on this Declaration Statement, as this will form the basis of your Tender.
- 6.38. This document should also act as a final checklist to confirm that you have submitted all of the required responses. To ensure equality of treatment for all Suppliers, you must return all of the information required to enable a full evaluation of your Tender to take place. If any of the documents are missing upon the Buyer opening your Tender, your Tender will be classed as non-compliant and will not be evaluated resulting in your disqualification from the Call-Off Procedure.
- 6.39. You will note that this document requires a scanned signature.

**Tender Clarification**

- 6.40. The Buyer may need to clarify details of your Tender and in those instances the Buyer will send any questions using the ePS Portal to the named person registered on the system, who should arrange for a reply to be provided by the stipulated deadline.
- 6.41. The Buyer may seek independent financial and market advice to validate information declared, or to assist in the evaluation.
- 6.42. The Buyer reserves the right to audit each Supplier's compliance with the Minimum Economic and Financial Capacity Requirements in accordance with Annex A, Clause 4 e) of the DWP Test and Learn DPS Core Terms. Where a Supplier does not demonstrate that it meets the Minimum Economic and Financial Capacity Requirements following re-assessment, the Buyer will notify the Supplier which may preclude them from further evaluation of their Tender.

**Period for which Tenders shall Remain Valid**

- 6.43. Tenders shall remain valid and capable of acceptance for 120 days from the Tender Submission Deadline.

**7. The Evaluation Process**

The following process highlighted in Paragraphs 7.1 to 7.2 below will be used for the evaluation of Tenders.

**7.1. Qualification Envelope (Grounds for Exclusion and Minimum Requirements)**

Suppliers must meet all of the selection requirements set out in Annex A. Any Supplier who does not meet all of the selection requirements set out in Annex A (or explain to

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the Buyer's satisfaction why they do not) will be treated as ineligible for the Call-Off Procedure and their Tender will not be evaluated further.

Suppliers must also meet the Test and Learn DPS requirements set out in Annex A, Paragraph 3.

## **7.2. Evaluation of Technical and Commercial Envelopes**

The information provided in the Tender will be evaluated against the pre-determined award criteria as stated below.

Each Tender submitted by a Supplier which passes all of the requirements set out in Annex A will be evaluated using the following criteria and weightings as detailed below:

<b>Criteria</b>	<b>Sub-Criteria</b>	<b>Percentage Weightings</b>
Quality	As set out below at paragraph 7.2.1	80%
Price	No sub-criteria but see paragraph 7.2.2	20%

### **7.2.1. Evaluation of Technical Envelope (Quality Criterion)**

The Technical Envelope (see Annex B) contains a number of questions for Suppliers to respond to. Each question relates to the Quality Criterion. The questions are weighted according to their relative importance.

Suppliers should refer to the paragraphs below for full details of how responses to questions will be evaluated and scored.

The Quality Criterion (comprising the "Quality Sub-Criteria" as referred to in the table below and the relevant sections of the Technical Envelope) scoring represents eighty percent (80%) of the overall total with this section of the evaluation being relatively assessed (as detailed below).

The following tables and supporting text below provide details on how the Technical Envelope will be evaluated:



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**Quality Sub-Criteria and Weightings**

<b>Ref:</b>	<b>Quality Sub-Criteria</b>	<b>Page Limit</b>	<b>Question Weighting</b>	<b>Max Possible Score (post Weighting)</b>
1.4.1	<b>Knowledge &amp; Experience</b>	4	15	120
1.4.2	<b>Service Design Including Participant Journey</b>	4*	20	160
1.4.3	<b>Marketing/ Referrals/Engagement with Employers</b>	4	15	120
1.4.4	<b>Management of Delivery</b>	4	10	80
1.4.5	<b>Implementation and Resources</b>	4**	10	80
1.4.6	<b>Social Value – Health and Wellbeing</b>	2	10	80
		<b>Total Available</b>	<b>80</b>	<b>640</b>

\* Excluding diagrams.

\*\* Excluding the Implementation Plan and the Supplier Personnel Plan

The Quality Sub-Criteria are considered to be critical for the success of the Mid-Life MOT by the Buyer. Any Tender which when evaluated receives a moderated pre-weighted score of two (2) or below for any response to a question in relation to these Quality Sub-Criteria will result in that Tender being eliminated from the competition.

Evaluation of the above Quality Sub-Criteria is a two-step process, comprising:

- Independent evaluation; and
- Moderation.

During the independent evaluation process, each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by Supplier(s) in their Tender. Each evaluator will then allocate the mark for the answer in accordance with the marking scheme below. The scores will then be submitted for moderation as set out below.

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<b>Mark</b>	<b>Description and Rationale</b>
<b>0</b>	No response or fails to answer the question with no explanation or evidence and/or major weaknesses in the proposals (if any) for meeting the relevant requirement(s) or other elements of the Specification.
<b>2</b>	Fails to meet significant parts of the question with insufficient explanation and evidence. Significant weaknesses in the proposals for meeting the relevant requirement(s) or other elements of the Specification.
<b>4</b>	Meets some parts of the question with some explanation and evidence but with gaps in some areas. Some weaknesses in the proposals for meeting the relevant requirement(s) or other elements of the Specification.
<b>6</b>	Meets all parts of the question, with a sufficient level of explanation and supporting evidence. Shows a comprehensive understanding of the relevant requirement(s) and the ability to deliver them to a high standard. No weaknesses in the proposals for meeting the relevant requirement(s) or other elements of the Specification.
<b>8</b>	Thorough and detailed information/evidence was provided which fully satisfies the requirement and provides additional assurance that the service offered significantly exceeds the minimum service requirements.

The moderator will review the marks allocated by the individual evaluators in the technical evaluation.

Where the scores allocated by individual evaluators in the technical evaluation are different, then the moderator will facilitate a conversation between the evaluators so that they can agree on the score to be awarded (where agreement cannot be reached the moderator has the final decision).

Once moderated, the awarded mark will be multiplied by the relevant question weighting (as set out in the table above) to produce a weighted score for that question.

The weighted score a Tender receives for each question will be added together to form that Tender's aggregate quality score ("Aggregate Quality Score"). Each Aggregate Quality Score will then be converted into a Final Quality Score as follows:

- The Tender with the highest Aggregate Quality Score for a CPA will be awarded a Final Quality Score of 80.
- Each other Tender for that CPA will receive a Final Quality Score based on the formula:

$$(a / b) \times 80$$

where:

a is the Aggregate Quality Score of the Tender whose Final Quality Score is being calculated; and

b is the highest Aggregate Quality Score for that CPA

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**Example:** (based on the highest Aggregate Quality Score for a CPA being 570):

Supplier	Aggregate Quality Score	Calculation	Final Quality Score
A	570	Highest score	80
C	530	$(530/570) \times 80$	74.3859649122807
B	430	$(430/570) \times 80$	60.3508771929824
D	390	$(390/570) \times 80$	54.7368421052631

### 7.2.2. Evaluation of Commercial Envelope (Price Criterion)

The Pricing Proposal template in the Commercial Envelope (see Annex C) contains a list of pricing and supporting assumption fields for which Suppliers are required to submit a Tender (exclusive of VAT). Suppliers must complete all sections within the Pricing Proposal to be eligible for further evaluation.

The financial scores will be relatively assessed which is calculated as follows:

- The Tender with lowest Total Contract Price for a CPA will be awarded a Final Price Score of 20.
- Each other Tender for that CPA will receive Final Price Score based on the formula:

$$(a / b) \times 20$$

Where:

a is the lowest Total Contract Price for that CPA; and

b is the Total Contract Price of the Tender whose Final Price Score is being calculated.

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**Example** (based on the lowest Total Contract Price for a CPA being £1,560,000):

Supplier	Total Contract Price	Calculation	Final Price Score
C	£1,560,000	Lowest Total Contract Price	20
D	£1,640,532	$1,560,000/1,640,532 \times 20$	19.0182209186
A	£1,799,000	$1,560,000/1,799,000 \times 20$	17.3429683157
B	£1,800,000	$1,560,000/1,800,000 \times 20$	17.3333333333

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**7.2.3. Final Overall Score Calculation and Ranking**

The Final Price Score for the Supplier from the Technical Envelope will be combined with the Total Financial Criteria Score for the Tender from the Commercial Envelope to create the Final Overall Score for the Tender.

The Final Overall Scores for each CPA will be ranked in order with the highest Final Overall Score.

**Example:**

Supplier	Final Quality Score	Final Price Score	Final Overall Score
A	80	17.3429683157	97.3429683157
C	74.3859649122807	20	94.3859649122807
B	60.3508771929824	17.3333333333	77.6842105268246
D	54.7368421052631	19.0182209186	73.75506302386316

**7.2.4. Tie Breaker**

If, the overall scores of two or more Suppliers are tied as the highest overall score then a tie break process will be applied as follows:

Step 1 – The scores of the tied Suppliers in relation to the moderated pre-weighted score for Sub Criteria 1.4.2 will be compared. If one of the tied Suppliers has a higher score on Sub Criteria 1.4.2 (compared to the other tied Suppliers) then such Supplier with the higher score will be recommended as the higher ranked Supplier (the “Preferred Supplier”). If more than one tied Supplier has the same score on Sub Criteria 1.4.2, and that score is the highest score, then proceed to Step 2.

Step 2 – The scores of the tied Suppliers in relation to the moderated pre-weighted for Sub Criteria 1.4.3 will be compared. If one of the tied Suppliers has a higher score on Sub Criteria 1.4.3 (compared to the other tied Suppliers) then such Supplier with the higher score will be recommended as the Preferred Supplier. If more than one tied Supplier has the same score on Sub Criteria 1.4.3, and that score is the highest score, then proceed to Step 3.

Step 3 – The scores of the tied Suppliers in relation to the moderated pre-weighted for Sub Criteria 1.4.1 will be compared. If one of the tied Suppliers has a higher score on Sub Criteria 1.4.1 (compared to the other tied Suppliers) then such Supplier with the higher score will be recommended as the Preferred Supplier. If more than one tied Supplier has the same score on Sub Criteria 1.4.1, and that score is the highest score, then proceed to Step 4.

Step 4 – The scores of the tied Suppliers in relation to the moderated pre-weighted for Sub Criteria 1.4.4 will be compared. If one of the tied Suppliers has a higher score on Sub Criteria 1.4.4 (compared to the other tied Suppliers) then such Supplier with the higher score will be recommended as the Preferred Supplier. If more than one tied Supplier has the same score on Sub Criteria 1.4.4, and that score is the highest score, then proceed to Step 5.

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Step 5 – The Suppliers who were tied at the end of Step 4 will be compared in Step 5. The scores of such Suppliers in relation to the moderated pre-weighted for Sub Criteria 1.4.5 will be compared. Such Supplier with the highest score on Sub Criteria 1.4.5 will be recommended as the Preferred Supplier for the CPA.

**7.2.5. Contract Award – Assigning the Successful Supplier in each CPA**

Once the Tenders have been ranked in line with paragraph 7.2.3 (Final Overall Score and Ranking) and, where necessary, paragraph 7.2.4 (Tie Breaker), the successful Supplier for each CPA shall be assigned as follows:

Suppliers will be initially limited to a maximum of 1 CPAs on the programme overall. However, to prevent market failure, DWP at its sole discretion, reserves the right to award a Supplier more than 1 CPA.

Suppliers will be asked to provide a ranked order of preference for their Tenders. DWP will consider Suppliers' preference order in determining the award of CPAs alongside, at its absolute discretion, wider value for money including, but not limited to, relative scores in each CPA.

**7.2.6. Contract Award – Notification**

Once the Buyer has reached a decision in respect of the award of a Call-Off Contract for each CPA, it will notify all Suppliers in that Lot who have submitted a Tender of that decision and observe a standstill period from that date.

Call-Off Contract award is subject to the formal approval process of the Buyer. Until all necessary approvals are obtained, and the standstill period concluded, no Call-Off Contract(s) will be entered into.

**7.2.7. Debrief to Unsuccessful Suppliers**

At the commencement of the standstill period, the Buyer will provide all Suppliers with feedback on their Tender. Unsuccessful Suppliers will be provided with details of the characteristics and relative advantages of the successful Tender. The Buyer will provide an opportunity for debriefing of unsuccessful Suppliers after the standstill period.

**8. Publication of Contract Award on Contracts Finder**

Details of all Call-Off Contracts awarded with a value greater than £10,000 will be published on the Contracts Finder website.

**9. Post Contract Award**

The Buyer will be responsible for producing a final Call-Off Order Form and issuing the Call-Off Order Form for signing by the successful Supplier(s). The successful Supplier will be required to execute the final Call-Off Contract in the manner reasonably requested by the Buyer upon contract award, which may, for example, include scanned signature, e-signature, providing a "wet ink signature" or by affixing a common seal.

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**10. Customer Complaints Procedure**

The Buyer has published a [Commercial Complaints Process](#) for use during competitive procurement.

This process gives details of:

- DWP Commercial Code of Practice – Competitive Tendering;
- The DWP Commercial Complaints Process; and
- Information to accompany a commercial complaint.

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**ANNEX A - QUALIFICATION ENVELOPE**

- 1 The Qualification Envelope on the ePS portal contains 'Pass/Fail' questions and acts as a doorway for progression to the following stages of the evaluation. Suppliers are strongly advised to read and understand the specific guidance provided before responding to these questionnaires.
- 2 In addition to the Qualification Questionnaire Parts 1 and 2 on the ePS portal, the Supplier is required to respond to the following additional question detailed under 'Qualification Envelope: 1.8 Part 2 – Additional Questions'

<b>'Qualification Envelope: 1.8 Part 2 – Additional Questions'</b>			
<b>GUIDANCE</b>	The following questions are 'Pass/Fail'. If Suppliers are unwilling or unable to answer "Yes", their submission will be deemed non-compliant and shall be rejected. The Supplier should confirm their answer by selecting the appropriate option from the drop-down menu.		
<b>Question Number</b>	<b>Question</b>	<b>Max Score</b>	<b>Weighting (%)</b>
1.8.1	Do you accept the draft form of Call-Off Contract, as set out at in the Order Form V1.0 as issued with the Mid-Life MOT ITT on 13 January 2023?	Pass/Fail	N/A
1.8.2	Does your completed Pricing Proposal fit within the Pricing Cap (Maximum Contract Value) as specified by the Buyer in the Pricing Proposal template for the CPA(s) applied for?	Pass/Fail	N/A
1.8.3	Can you complete all implementation activity within 6 weeks of the contract being signed by the Buyer	Pass/Fail	N/A

- 3 In addition to the Qualification Questionnaire Parts 1 and 2 and 'Qualification Envelope: 1.8 Part 2 – Additional Questions', the Supplier must complete a CPA Preference Form and upload in response to Question 1.14.

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**ANNEX B - TECHNICAL ENVELOPE**

- 1 The following Quality questions are designed to test the Supplier's ability to deliver the Mid-Life MOT requirement as set out in the Specification. The Supplier *MUST* answer all questions within the Technical Envelope.
- 2 Supplier responses must clearly demonstrate how they propose to meet the requirements set out in the question and address each element in the order they are asked.
- 3 Supplier responses should be limited to and focused on each of the component parts of the question posed. They should refrain from making generalised statements and providing information not relevant to the topic.
- 4 Whilst there will be no marks given to layout, spelling, punctuation and grammar, it will assist evaluators if attention is paid to these areas including identifying key sections within responses.
- 5 Suppliers will be marked in accordance with the marking scheme at Paragraph 7.2.1 of the Instructions.



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**Qualitative Questions**

Sub-Criterion	Weighting	Max. Score
<p><b>1.4.1 – Knowledge and Experience</b></p> <p>By reference to examples within the past three (3) years that are relevant to delivering a Mid-Life MOT service please provide:</p> <p>An explanation of how the examples provided demonstrates your ability to deliver the specified requirements and how they meet the 3 pillars of the Mid-Life MOT which are:</p> <ul style="list-style-type: none"> <li>• Work</li> <li>• Wealth</li> <li>• Wellbeing</li> </ul> <p>Your response should demonstrate as a minimum:</p> <ul style="list-style-type: none"> <li>• An understanding of the Mid-Life MOT requirements within the Specification;</li> <li>• Experience in engaging with employers and/ or local organisations that support individuals; and</li> <li>• How lessons learned from these examples can be used for the Mid-Life MOT.</li> </ul> <p>Your response should include:</p> <ul style="list-style-type: none"> <li>• A description of the service delivered;</li> <li>• Contract value and dates; and</li> <li>• Previous or current client details.</li> </ul> <p><b>Response Limit – four (4) pages, excluding diagrams.</b> Responses must be presented using Arial font size 12 (English Language and black typeface) and single line spacing</p>	<b>15</b>	<b>120</b>

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Criteria	Weighting	Max. Score
<p><b>1.4.2 – Service Design including Participant Journey</b></p> <p>Please describe your proposed service design and participant journey for the for the Mid-Life MOT Private Sector Pilot.</p> <p>Your response should include as a minimum:</p> <ul style="list-style-type: none"> <li>• Details of your service design including how you will meet the three pillars of the Mid-Life MOT: Work, Wealth and Wellbeing;</li> <li>• Details of the end-to-end participant journey for each Participant, from managing a referral process with employers, to reaching the end of support. The details of the participant journey should be shown in the form of a Gantt or other appropriate chart. Please also include any supply chain involvement;</li> <li>• How you will maintain engagement throughout the Mid-Life MOT Private Sector Pilot, and the activities you will undertake, and the method of delivery for example face to face, telephone, web-based etc;</li> <li>• How you will ensure Participants receive access to an individual or group who will cover the three pillars of the Mid-Life MOT: Work, Wealth and Wellbeing; and</li> <li>• A rationale to clearly demonstrate how the content and design of the provision will be tailored to provide the best service for participants.</li> </ul> <p><b>Response Limit – four (4) pages.</b> Responses must be presented using Arial font size 12 (English Language and black typeface) and single line spacing</p>	20	160

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Criteria	Weighting	Max. Score
<p><b>1.4.3 – Marketing/Referrals/Engagement with Employers</b></p> <p>Please describe your marketing and engagement strategy for the Mid-Life MOT Private Sector Pilot.</p> <p>Your response should include as a minimum:</p> <ul style="list-style-type: none"> <li>• How you will identify the appropriate employers you will engage with to generate the number of referrals to ensure you deliver the minimum number of Mid-Life MOTs to be delivered in the CPA as provided for in the Specification;</li> <li>• How you will ensure that you meet the requirement for a minimum of 30% of Participants to be individuals employed by SMEs;</li> <li>• Detail of your proposed engagement strategy for employers within the CPA;</li> <li>• Detail any existing links with these employers and how these links could help to support referrals;</li> <li>• The marketing activities and basic products you will produce that will be used by employers to encourage employees to participate in the Mid-Life MOT Private Sector Pilot, and why you consider these to be suitable; and</li> <li>• Your contingency measures should the number of referrals fall below the minimum requirement.</li> </ul> <p><b>Response Limit - four (4) pages.</b> Responses must be presented using Arial font size 12 (English Language and black typeface) and single line spacing</p>	<b>15</b>	<b>120</b>

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Criteria	Weighting	Max. Score
<p><b>1.4.4 – Management of Delivery</b></p> <p>Please describe how you will manage the delivery of the Mid-Life MOT</p> <p>Your response should include as a minimum:</p> <ul style="list-style-type: none"> <li>• Your proposed management structure for the Mid-Life MOT, including the use and percentage delivery of any partners or subcontractor roles, where applicable;</li> <li>• The actions and steps you will take to establish, manage and monitor the quality of delivery of the Mid-Life MOT to ensure that it fully meets the requirements of the Mid-Life MOT Specification throughout the contract duration. This should include SMART objectives of the KPIs, details of continuous improvement and innovation;</li> <li>• Your internal control mechanisms and systems for checking the amount of Participant starts;</li> <li>• The procedures that will be in place for handling complaints as well as obtaining feedback from Participants of their experiences on the Mid-Life MOT;</li> <li>• The measures you will put in place to ensure a consistent high standard of customer care and delivery of the service;</li> <li>• How you will collect the Management Information (as defined in the Specification) required by the Buyer for analysis and evaluation of the Mid-Life MOT Private Sector Pilots;</li> <li>• The processes that will be used to administer the Mid-Life MOT effectively, to keep accurate and auditable records on Participants, and their progress. Your response must show how this information will be collected, securely stored, and securely transferred throughout the participant journey; and</li> <li>• Overview of what the annual and final report will contain.</li> </ul> <p><b>Response Limit - four (4) pages.</b> Responses must be presented using Arial font size 12 (English Language and black typeface) and single line spacing</p>	<p><b>10</b></p>	<p><b>80</b></p>
Criteria	Weighting	Max. Score

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<p><b>1.4.5 – Implementation and Supplier Personnel Plan</b></p> <p>Please provide as a separate document a detailed Supplier Personnel plan, in PDF format in order to demonstrate your ability to commence service delivery from Call-Off Start Date (as defined in the Call-Off Contract).</p> <p>The Supplier Personnel plan must include as a minimum, the resources you will use to deliver the Service throughout the Contract Period and their relevant experience.</p> <p>Please provide as a separate document a detailed draft Implementation Plan (as defined in the Specification), in PDF format in order to demonstrate your ability to commence service delivery from Call-Off Start Date (as defined in the Call-Off Contract).</p> <p>The draft Implementation Plan must include as a minimum key activities, critical path, dependencies and completion dates for those activities, this should be in the form of a Gantt or other appropriate chart.</p> <p>Please provide a supporting narrative to describe in full how you will implement the Mid-Life MOT at regular timed, and appropriate stages. Your response should take into account the specified requirements and associated timescales, including that the period the Implementation Plan covers must not exceed 6 weeks. The narrative must include:</p> <p>Implementation Plan:</p> <ul style="list-style-type: none"> <li>• A detailed description of how you will schedule and manage activities throughout the Implementation Period (as defined in the Specification) illustrating a service delivery go-live date that commences in accordance with the specified requirements and prevent any possible bottleneck towards the end of the Implementation Period;</li> <li>• The escalation route for activities within the Draft Implementation Plan;</li> <li>• The timeline for setting up data collection and Management Information (as defined in the Specification) reporting processes; and</li> <li>• All key risks and dependencies, including a RAG (Red, Amber, Green) rating for each and how they will be</li> </ul>	<p style="text-align: center;"><b>10</b></p>	<p style="text-align: center;"><b>80</b></p>
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<p>mitigated and managed including the timeline for doing so, to ensure that service delivery will commence on time.</p> <p>Supplier Personnel Plan:</p> <p>The Supplier Personnel plan must include as a minimum the resources you will use to deliver the Service throughout the Contract Period and their relevant experience.</p> <ul style="list-style-type: none"> <li>• The timeline and key activities to ensure sufficiently qualified resource is in place and fully trained to commence service delivery from the 'Go Live' date (i.e. the date immediately following the end of the Implementation Period). Your narrative should indicate how many supplier personnel are existing staff OR how many will need to be recruited; the processes and timescales for undertaking this recruitment, including contingency arrangements for absence or immediate replacement where a supplier personnel leaves during the contract;</li> <li>• Please detail the supplier personnel you will need (and your sub-contractors, as appropriate) to deliver and manage the Mid-Life MOT across all aspects of the service delivery. Your response should include a clear explanation of the number of supporting and management staff (Full Time Equivalent 'FTE'), job title, key responsibilities, relevant skills, experience, and qualifications for each role with supporting rationale. Your response should indicate how many are existing staff AND/OR how many will need to be recruited, and the processes and timescales for undertaking this recruitment, including contingency arrangements; and</li> <li>• Explain how you will manage fluctuations in resourcing in your proposed response.</li> </ul> <p><b>Response Limit – four (4) pages.</b></p> <p>Responses must be presented using Arial font size 12 (English Language and black typeface) and single line spacing</p>		
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Criteria	Weighting	Max. Score
<p><b>1.4.6 – Social Value, Health and Wellbeing</b></p> <p>Please describe the commitment your organisation will make to ensure that opportunities under the contract deliver the “Policy Outcome” of improving health and wellbeing including the following criteria (see Annex E Social Value questions quick reference table for additional information).</p> <p>Measures to deliver any/all of the following benefits through the contract:</p> <ul style="list-style-type: none"> <li>• Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce; and</li> <li>• Influence staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health.</li> </ul> <p>The following sub-criteria will also be used to evaluate the response:</p> <ul style="list-style-type: none"> <li>• Understanding of issues relating to health and wellbeing, including physical and mental health, in the contract workforce. Inclusive and accessible recruitment practices, development practices and retention-focussed activities including on recruiting, managing and developing people with a disability or health condition.</li> <li>• Actions to invest in the physical and mental health and wellbeing of the contract workforce</li> <li>• Methods to measure staff engagement over time and adapt to any changes in the results.</li> <li>• Processes for acting on issues identified.</li> <li>• Activities that demonstrate and describe the tenderer’s existing or planned:</li> </ul> <p>Measures to raise awareness or increase the influence of staff, Suppliers, customers, communities and/or any other appropriate stakeholders to promote health and wellbeing, including physical and mental health, through its performance of the contract, e.g.</p>	<b>10</b>	<b>80</b>

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<p>through engagement; co-design/creation; training and education; partnering/collaborating; and volunteering, Please include:</p> <ul style="list-style-type: none"><li>• your 'Method Statement', stating how you will achieve the Policy Outcome and how your commitment meets the Award Criteria; and</li><li>• a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:</li></ul> <ul style="list-style-type: none"><li>• Timed action plan</li><li>• Use of metric</li><li>• Tools/processes used to gather data</li><li>• Reporting</li><li>• Feedback and improvement</li><li>• Transparency</li></ul> <p><b>Response Limit – two (2) pages.</b></p> <p>Responses must be presented using Arial font size 12 (English Language and black typeface) and single line spacing</p>		
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**ANNEX C - COMMERCIAL ENVELOPE**

Pricing Proposal – To be completed and uploaded to the Commercial Envelope.

Each Supplier's completed Pricing Proposal must not exceed the Pricing Cap (Maximum Contract Value) for the Lot(s) being applied for, as specified by the Buyer in the Pricing Proposal template.

Suppliers will be required to provide clarification to the Buyer on any cost(s) detailed within their completed Pricing Proposal which appear abnormally low in accordance with Regulation 69 of The Public Contracts Regulations 2015. Where the clarification provided does not satisfactorily account for the abnormally low cost(s), the Buyer reserves the right to reject the Supplier's Tender.

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**ANNEX D – FINANCIAL VIABILITY RISK ASSESSMENT**

**1. FINANCIAL VIABILITY RISK ASSESSMENT**

- 1.1 The aim of the evaluation is to ensure Suppliers who proceed have sufficient resources to successfully deliver the contract with a minimal risk of failure. The assessment will consist of an evaluation of the accounts and other financial and organisational data that the prospective Supplier makes available to the Buyer.
- 1.2 If a Mid-Life MOT Supplier has a Parent Company and is successful in a contract award, the Buyer may require a signed Parent Company Guarantee (PCG) (as set out at Annex F) to be in place prior to any potential and future contracts being signed. If the parent company is a charity, the Buyer would need to understand whether there is anything in the provisions of the charity's constitution that prevents them from being able to offer a PCG. In these circumstances the Buyer may require an alternative guarantor. Performance bonds, deposits, sub-contractor warranties or other forms of appropriate security may be required in appropriate circumstances.
- 1.3 The PCG will not be negotiable; however, there may be exceptional circumstances where the wording needs to be amended or a deed of guarantee supplied. These may include Special Purpose Vehicles (SPVs), frameworks, consortia and organisations that have parent companies based abroad.
- 1.4 In order for a like for like evaluation on organisations based abroad, the Buyer will require that all financial accounts are converted and supplied in GB sterling, stating the exchange rate used and the justification for this exchange rate.
- 1.5 A financial risk assessment based on the information provided (e.g. company accounts) and analysis of the accounts will consider the size of the business, its age and which sector of industry it is trading in, as well as focusing on appropriate ratio analysis and organisational growth. The financial appraisals will be conducted by suitably qualified and experienced staff to ensure an accurate, consistent and professional approach.
- 1.6 Potential Suppliers' responses will be assessed on the following three areas and qualifying criteria is in **Appendix 1**.
  - Organisational Stability;
  - Financial Stability; and
  - Growth Management;
- 1.7 If the assessment of any of the above areas produces a RAG rating of RED the result may be elimination from the procurement. An organisation that has a negative balance sheet (technically insolvent) will be given a RAG rating of RED. Further investigation and clarification will be required by the Buyer to fully understand the issues causing the red rating.

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- 1.8 As part of such investigation and clarification, the Buyer may require the Supplier to provide supplementary information relating to the matters specified. If, following such clarification, the Buyer is satisfied that there are clear and robust mitigating circumstances, which provide satisfactory assurance that there is minimal risk of contract failure as demonstrated by the clarification and/or supplementary information provided, the Buyer reserves the right not to eliminate the Supplier from the procurement process.
- 1.9 If you identify that your organisation will be rated RED, but believe there to be mitigating circumstances, then you should submit an explanation and supporting evidence of the mitigating circumstances with your annual accounts.
- 1.10 For an organisation which achieves an AMBER rating, it may be necessary before contracting with that organisation, for a Supplier to supply additional evidence that the Supplier can manage the level of growth, from an organisational, financial and delivery perspective. Appendix 1 provides the RAG criteria and related action across all areas of the assessment.

## **2. Organisational Stability**

- 2.1 This section focuses on the overall stability of the organisation based on set criteria (see **Appendix 2**). Using the Company's net balance data supplied in the financial statements, an assessment will be completed to determine the stability of the organisation.
- 2.2 If the assessment raises major concerns about the organisation [please see the qualification table at **Appendix 2** for more information] this will result in the organisation being given a RED rating which will result in the potential elimination from the process.
- 2.3 Organisations who do not fall into the above rating category will receive a GREEN rating.

## **3. Growth Management**

- 3.1 This section provides an initial assessment of an organisation's ability to manage the contract. Please see **Appendix 3** for details that will be used in the assessment at this stage and shows the scoring and weighting mechanism for Turnover Growth. Turnover is defined as being the Turnover (Revenue) as stated in the bidders last accounts published at Companies House.
- 3.2 Turnover Growth analysis will focus on the contract limit, and an organisation's ability to manage a single contract.

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- 3.3 If an organisation is awarded multiple contracts, the Buyer will apply this ratio on the combined contract value.
- 3.4 This analysis will be used to identify how the organisation is likely to achieve the following:
- **Financial Strength** - can the organisation cope financially with the size of contract or asset requirement; and
  - **Capacity** - does the organisation have the resource to carry out the work?
- 3.5 The Buyer will assess each organisation's ability to carry out and complete the contract and will calculate an organisational threshold initially based on 100% of their turnover including other contracts. Organisational / group / SPV structures will also be taken into account, where appropriate, as part of this financial threshold calculation. It is anticipated that this financial threshold must be equal to or higher than the annual contract value to progress.
- 3.6 Failure to meet the threshold will not mean automatic elimination from the competition, but further assurances will be sought by the Buyer regarding the organisation's ability to grow and cope with the requirements of the contract. Failure to provide these assurances will result in elimination from the competition.
- 3.7 If the organisation progresses through to next stage of the procurement exercise, a Growth Capacity model may be used to explore financial and non-financial elements to further measure growth potential. This will be dependent on contract size. The non-financial elements will include, but not be limited to:
- Strategic Management;
  - Supply Chain Management;
  - Infrastructure;
  - People and Skills; and
  - Policies and Procedures.

#### **4. Financial Stability**

- 4.1 This section involves completing a ratio analysis of the financial information contained in the Supplier's financial statements and will inform the outcome of this part of the assessment.
- 4.2 Two ratios will be analysed: the Acid Test ratio (1) and the Debt ratio (2). Please see **Appendix 4** for further details of the scoring and weighting criteria that will be attributed to this assessment.

#### **5. Outcome**

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- 5.1 The overall outcome of the analysis is intended to produce a field of Suppliers considered viable to deliver the contract.

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## **Appendix 1**

### Qualifying Criteria

The following table defines the RAG assessment and related action.

<b>Criteria</b>	<b>Outcome</b>
<b>RED - Potential Elimination</b>	Supplier exits the exercise subject to section 1.9 and 1.10  Any red can lead to potential elimination regardless of any green.
<b>AMBER - Tentative Progression</b>	Supplier progresses to next stage, but analysis continues and a dialogue commences between DWP and the organisation. The possibility of elimination at a later date does exist but is not definite.
<b>GREEN - Progression</b>	Supplier progresses to next stage

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## Appendix 2

### Elimination and progression Criteria

The following table shows the elimination criteria for the assessment:

Measure	Criteria	Action	RAG Rating
<b>Organisational Stability</b>	Negative Balance Sheet means Total Assets minus Total Liabilities (technically insolvent).	Elimination from the process subject to paragraph 1.9	<b>RED</b>
	The organisation is actually insolvent or is in the process of being declared insolvent.  (See Core Terms v2.0 - Test and Learn DPS for more information)	Elimination from the process.	<b>RED</b>
	The organisation has been wound up or is in the process of being wound up.  (See Core Terms v2.0 - Test and Learn DPS for more information)	Elimination from the process.	<b>RED</b>
	The organisation is in administration or in the process of being put into administration.  (See Core Terms v2.0 - Test and Learn DPS for more information)	Elimination from the process.	<b>RED</b>
<b>Growth Management</b>	Growth Management – under minimum contract value	Elimination from the process subject to paragraph 3.5	<b>Amber</b>
	Growth Management – over minimum contract value.	Progression	<b>Green</b>
<b>Financial Stability</b>	Acid Test and or Debt Ratio are Amber.	Tentative progression or progression dependent on outcome analysis	<b>Amber</b>

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	Acid Test and Debt Ratio are both Green	Progression	<b>Green</b>



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## **Appendix 3**

### **Turnover Growth Methodology**

The table below shows the scoring and weighting mechanism for Turnover Growth (section 4.5 refers).

Criteria	Score
Turnover Growth	>100% = Red 100% or less = Green

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## **Appendix 4**

### **Financial Stability and Growth Management Scoring Methodology**

The financial tests performed at stage 1 of the process are as follows:

<b>Criteria</b>	<b>Score</b>
<b>Acid Test Ratio</b>	<b>1.1 or greater = 5</b> <b>&gt;0.8 or less than 1.1</b> <b>= 3</b> <b>0.8 or less = 1</b>
<b>Debt Ratio</b>	<b>0.5 or less = 5</b> <b>&gt;0.5 or less than 1.0</b> <b>= 3</b> <b>1.0 or greater = 1</b>

- i) All Suppliers will be given an Amber or Green risk rating based on this assessment. Green and Amber risk rated Suppliers will be deemed as having passed the analysis for stage 1.
- ii) For those Suppliers achieving an Amber rating, Finance may seek further clarification and reassurance that any potential risks can be fully mitigated.
- iii) Suppliers scoring between 2 and 6 marks in total are given an amber rating; Suppliers scoring above 6 marks in total are given a green rating.
- iv) Acid Test Ratio = (Current Assets – Inventory) / Current Liabilities
- v) Debt Ratio = Total Liabilities / Total Assets

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## Annex E – SOCIAL VALUE QUESTIONS QUICK REFERENCE TABLE

Theme 5: Wellbeing		Policy Outcome: Improve health and wellbeing	
Model Evaluation Question	Model Award Criteria (MAC)	Model Response Guidance for tenderers and evaluators	Reporting Metrics
<p>Using a maximum of [insert number<sup>9</sup>] characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include:</p> <ul style="list-style-type: none"> <li>your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and</li> <li>a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: <ul style="list-style-type: none"> <li>timed action plan</li> <li>use of metrics</li> <li>tools/processes used to gather data</li> <li>reporting</li> <li>feedback and improvement</li> <li>transparency</li> </ul> </li> </ul>	<p>Effective measures to deliver any/all of the following benefits through the contract:</p> <ul style="list-style-type: none"> <li>MAC 7.1: Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce.</li> <li>MAC 7.2: Influence staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health.</li> </ul>	<p><b>Sub-criteria for MAC 7.1: Support health and wellbeing in the workforce</b> Activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"> <li>Understanding of issues relating to health and wellbeing, including physical and mental health, in the contract workforce.</li> <li>Inclusive and accessible recruitment practices, development practices and retention-focussed activities including those provided in the <a href="#">Guide for line managers on recruiting, managing and developing people with a disability or health condition</a>.</li> <li>Actions to invest in the physical and mental health<sup>9</sup> and wellbeing of the contract workforce. <b>Illustrative examples:</b> <ul style="list-style-type: none"> <li>implementing the 6 standards in the <a href="#">Mental Health at Work commitment</a> and, where appropriate, the mental health enhanced standards for companies with more than 500 employees in <a href="#">Thriving at Work</a> with respect to the contract workforce, not just 'following the recommendations'.</li> <li>public reporting by the tenderer and its supply chain on the health and wellbeing of staff comprising the contract workforce, following the recommendations in the <a href="#">Voluntary Reporting Framework</a>.</li> <li>engagement plans to engage the contract workforce in deciding the most important issues to address.</li> </ul> </li> <li>Methods to measure staff engagement over time and adapt to any changes in the results.</li> <li>Processes for acting on issues identified.</li> </ul> <p><b>Sub-criteria for MAC 7.2: Influencing support for health and wellbeing</b> Activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"> <li>Measures to raise awareness or increase the influence of staff, suppliers, customers, communities and/or any other appropriate stakeholders to promote health and wellbeing, including physical and mental health, through its performance of the contract, e.g. through engagement; co-design/creation; training and education; partnering/collaborating; and volunteering.</li> </ul>	<ul style="list-style-type: none"> <li>Percentage of all companies in the supply chain under the contract to have implemented measures to improve the physical and mental health and wellbeing of employees.</li> <li>Percentage of all companies in the supply chain under the contract to have implemented the 6 standards in the <a href="#">Mental Health at Work commitment</a>.</li> <li>Number of companies in the supply chain under the contract to have implemented the 6 standards in the <a href="#">Mental Health at Work commitment</a>.</li> <li>Percentage of all companies in the supply chain under the contract to have implemented the mental health enhanced standards, for companies with more than 500 employees, in <a href="#">Thriving at Work</a>.</li> <li>Number of companies in the supply chain under the contract to have implemented the mental health enhanced standards, for companies with more than 500 employees, in <a href="#">Thriving at Work</a>.</li> </ul>

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**ANNEX F – PARENT COMPANY GUARANTEE**

**DATED**

**PARENT COMPANY GUARANTEE**

**between**

**THE SECRETARY OF STATE FOR WORK AND PENSIONS**

**and**

**[INSERT NAME OF PARENT COMPANY]**

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**THIS DEED** is dated

[DATE]

**PARTIES**

- (1) **THE SECRETARY OF STATE FOR WORK AND PENSIONS** whose address is Caxton House, Tothill Street, Greater London, SW1H 9NA (“the Buyer**Buyer**”); and
- (2) **[INSERT NAME OF PARENT COMPANY]** incorporated and registered in **[INSERT COUNTRY WHERE PARENT COMPANY REGISTERED]** with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (“the **Guarantor**”).

**BACKGROUND**

- (1) By an agreement dated on or about the date of this guarantee (“the **Contract**”, which term includes all amendments to, variations of, or supplements to such agreement, from time to time in force), the Buyer has agreed to engage **[INSERT NAME]** (“the **Supplier**”) to deliver **[INSERT DETAILS]**.
- (2) It is a condition of the Contract **[being awarded to the Supplier]** that the Supplier ensures the execution and delivery to the Buyer of a parent company guarantee substantially in the form of this guarantee.
- (3) The Guarantor has agreed to guarantee the due performance of the Contract by the Supplier.
- (4) It is the intention of the Parties that this document be executed as a deed.

**AGREED TERMS**

1 Interpretation

- 1.1 Unless the context requires otherwise, the definitions and rules of interpretation in the Contract shall apply in this guarantee.
- 1.2 A reference in this deed to this guarantee shall be construed as a reference to this deed of guarantee.

2 Obligations of The Guarantor

- 2.1 In consideration of the Buyer entering into the Contract with the Supplier, the Guarantor agrees:
  - 2.1.1 as primary obligor, to guarantee to the Buyer the due and punctual performance by the Supplier of each and all of the obligations, representations, warranties, duties and undertakings of the Supplier under and pursuant to the Contract when and if such obligations, representations, warranties, duties and undertakings shall become due and performable according to the terms of the Contract;
  - 2.1.2 in addition to its obligations set out in clause 2.1.1, to indemnify the Buyer against all losses which may be awarded against the Buyer or which the Buyer may otherwise incur arising out of, under or otherwise in connection with the Contract whether arising under statute, contract or at common law

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including without limitation by reason of any default by the Supplier of its obligations, representations, warranties, duties and undertakings under and/or pursuant to the Contract save that, subject to the other provisions of this guarantee (including without limitation clause 2.1.3), this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the Supplier under the Contract; and

- 2.1.3 to indemnify the Buyer against all losses whether arising under statute, contract or at common law which may be awarded against the Buyer or which the Buyer may otherwise incur if any obligation guaranteed by the Guarantor is or becomes totally or partially unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

### 3Liability

- 3.1 The Guarantor agrees that it shall not in any way be released from liability under this guarantee by any act, omission, matter or other thing whereby (in absence of this provision) the Guarantor would or might be released in whole or in part from liability under this guarantee including, without limitation and whether or not known to the Guarantor:
- 3.1.1 any arrangement made between the Supplier and the Buyer;
  - 3.1.2 any alteration in the obligations undertaken by the Supplier whether by way of any addendum or variation referred to in clause 4 or otherwise;
  - 3.1.3 any waiver or forbearance by the Buyer whether as to payment, time, performance or otherwise;
  - 3.1.4 the taking, variation, renewal or release of, the enforcement or neglect to perfect or enforce any right, guarantee, remedy or security from or against the Supplier or any other person;
  - 3.1.5 any unenforceability, illegality or invalidity of any of the provisions of the Contract or any of the Supplier's obligations under the Contract, so that this guarantee shall be construed as if there were no such unenforceability, illegality or invalidity;
  - 3.1.6 any legal limitation, disability, incapacity or other circumstances relating to the Supplier, or any other person; or
  - 3.1.7 the dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, Liquidation or the appointment of an administrator or receiver of the Supplier or any other person.

### 4Addendum or Variation

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The Guarantor by this guarantee authorises the Supplier and the Buyer to make any addendum or variation to the Contract, the due and punctual performance of which addendum and variation shall be likewise guaranteed by the Guarantor in accordance with the terms of this guarantee.

**5Guarantee**

- 5.1 This guarantee shall be a primary obligation of the Guarantor and accordingly the Buyer shall not be obliged before enforcing this guarantee to take any action in any court or arbitral proceedings against the Supplier, to make any claim against or any demand of the Supplier, to enforce any other security held by it in respect of the obligations of the Supplier under the Contract or to exercise, levy or enforce any distress, diligence or other process of execution against the Supplier. In the event that the Buyer brings proceedings against the Supplier, the Guarantor shall be bound by any findings of fact, interim or final award or judgment made by an arbitrator or the court in such proceedings.
- 5.2 This guarantee is a continuing guarantee and accordingly shall remain in full force and effect (notwithstanding any intermediate satisfaction by the Supplier, the Guarantor or any other person) until all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed by the Supplier under the Contract have been satisfied or performed in full and is not revocable and is in addition to and not in substitution for and shall not merge with any other right, remedy, guarantee or security which the Buyer may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security.

**6Outstanding Payments**

- 6.1 Until all amounts which may be or become payable under the Contract or this guarantee have been irrevocably paid in full, the Guarantor shall not as a result of this guarantee or any payment or performance under this guarantee be subrogated to any right or security of the Buyer or claim or prove in competition with the Buyer against the Supplier or any other person or demand or accept repayment of any monies or claim any right of contribution, set-off or indemnity and any sums received by the Guarantor or the amount of any set-off exercised by the Guarantor in default of this provision shall be held by the Guarantor in trust for and shall be promptly paid to the Buyer.
- 6.2 The Guarantor shall not hold any security from the Supplier in respect of this guarantee and any such security which is held in default of this provision shall be held by the Guarantor in trust for and shall promptly be transferred to the Buyer.
- 6.3 Until all amounts which may be or become payable under the Contract or this guarantee have been irrevocably paid in full, if (notwithstanding the provisions of clause 6.1 and clause 6.2) the Guarantor has any rights of subrogation against the Supplier or any rights to prove in a Liquidation of the Supplier, the Guarantor agrees to exercise such rights in accordance with the directions of the Buyer.

**7Change of Control**

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The Guarantor shall not be discharged of its obligations under this Guarantee in the event there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010, save unless the Buyer gives its prior written consent to an assignment of the guarantee by the Guarantor to another entity of comparable financial standing.

**8 Payment and Expenses**

- 8.1 Each payment to be made by the Guarantor under this guarantee shall be made in pounds sterling, free and clear of all deductions or withholdings of any kind, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor shall pay that additional amount which is necessary to ensure that the Buyer receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 8.2 The Guarantor shall pay interest on any amount due under this guarantee from the day after the date on which payment was due up to and including the date of payment in full (whether before or after judgment) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.3 The Guarantor shall reimburse the Buyer for all legal and other costs (including VAT) incurred by the Buyer in connection with the enforcement of this guarantee.

**9 Settlement**

Any settlement or discharge between the Buyer and the Supplier and/or the Guarantor shall be conditional upon no settlement with security or payment to the Buyer by the Supplier or the Guarantor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or law relating to bankruptcy, insolvency or Liquidation for the time being in force and accordingly (but without limiting the Buyer's other rights hereunder) the Buyer shall be entitled to recover from the Guarantor, as if such settlement or discharge had not occurred, the value which the Buyer has placed upon such settlement or security or the amount of any such payment.

**10 Warranties**

- 10.1 The Guarantor warrants and confirms to the Buyer that:
  - 10.1.1 it is duly incorporated with limited liability and validly existing under the laws of its jurisdiction of incorporation;
  - 10.1.2 it has full power under its memorandum and articles of association or equivalent constitutional documents in the jurisdiction in which it is established to enter into this guarantee;
  - 10.1.3 it has full power to perform the obligations expressed to be assumed by it or contemplated by this guarantee;
  - 10.1.4 it has been duly authorised to enter into this guarantee;
  - 10.1.5 it has taken all necessary corporate action to authorise the execution, delivery and performance of this guarantee;



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- 10.1.6 this guarantee when executed and delivered, will constitute a legally binding obligation on it enforceable in accordance with its terms;
  - 10.1.7 all necessary consents and authorisations for the giving and implementation of this guarantee have been obtained; and
  - 10.1.8 it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which may affect its ability to perform under this guarantee.
- 10.2 The Guarantor warrants and undertakes to the Buyer that it will take all necessary action directly or indirectly to perform the obligations expressed to be assumed by it or contemplated by this guarantee and to implement the provisions of this guarantee.
- 10.3 The Guarantor warrants and confirms to the Buyer that it has not entered into this guarantee in reliance upon, nor has it been induced to enter into this guarantee by any representation, warranty or undertaking made by or on behalf of the Buyer (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this guarantee.

**11 Assignment**

The Buyer shall be entitled by notice in writing to the Guarantor to assign the benefit of this guarantee at any time to any person without the consent of the Guarantor being required and any such assignment shall not release the Guarantor from liability under this guarantee.

**12 Notices**

- 12.1 Any notice to or demand on the Guarantor to be served under this guarantee may be by letter (sent by hand, post, registered post or by the recorded delivery service) or by facsimile transmission or electronic mail (confirmed in either case by letter) to the Guarantor at its address appearing in this guarantee or at such other address as it may have notified to the Buyer in accordance with this clause 12.
- 12.2 Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

**13 Waiver**

- 13.1 No delay or omission of the Buyer in exercising any right, power or privilege under this guarantee shall impair or be construed as a waiver of such right, power or privilege nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise of such right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies of the Buyer provided for in this guarantee are cumulative and not exclusive of any rights or remedies provided by law.

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- 13.2 A waiver given or consent granted by the Buyer under this guarantee will be effective only if given in writing and then only in the instance and for the purpose for which it is given.
- 13.3 A waiver by the Buyer shall not constitute a continuing waiver and shall not prevent the Buyer from subsequently enforcing any of the provisions of this guarantee.

**14 Severability**

The invalidity, illegality or unenforceability in whole or in part of any of the provisions of this guarantee shall not affect the validity, legality and enforceability of the remaining part or provisions of this guarantee.

**15 Contracts (Rights of Third Parties) Act 1999**

It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this guarantee is not intended to, and does not, give to any person who is not a party to this guarantee any rights to enforce any provisions contained in this guarantee except for any person to whom the benefit of this guarantee is assigned or transferred in accordance with clause 11.

**16 Governing Law**

- 16.1 This guarantee and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) is governed by and shall be construed in accordance with English law.
- 16.2 The Guarantor submits to the exclusive jurisdiction of the English courts for all purposes relating to this guarantee and any disputes or claims arising out of, or in connection with, its subject matter or formation (including non-contractual disputes or claims) [and the Guarantor irrevocably appoints [INSERT NAME] as its agent for service of process.

**17 Entire Agreement**

- 17.1 This guarantee contains the whole agreement between the Parties relating to the transactions contemplated by this guarantee and supersedes all previous agreements between the Parties relating to the transactions.
- 17.2 Each party acknowledges that in entering into this guarantee, it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this guarantee and the documents referred to in it) made by or on behalf of any other party before the date of this guarantee. Each party waives all rights and remedies which, but for this clause 17.2, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 17.3 Nothing in clause 17.2 limits or excludes any liability for Fraud.

This deed has been entered into on the date stated at the beginning of it.

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**EXECUTED** as a deed by [INSERT NAME OF GUARANTOR] acting by two directors or by one director and the secretary or one director and a witness:

**Director**

Signature .....

Name .....

**Director/Secretary/Witness**  
**(delete as appropriate)**

Signature .....

Name .....

AND

**EXECUTED** as a Deed by affixing the Common Seal of the Secretary of State for Work and Pensions acting as part of the Crown in the presence of:

Name of Authorised Officer:

Signature

