

**Booklet 1**

**Direct Award Notice for RIBA 1 and RIBA 2 (Option) for the provision of a seismically compliant primary school in Naples.**

**Version: 2**

**Version 1.0**

**Notice Document Version Control**

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| To: Ramboll UK | Notice Reference No: 704212450Notice Issue Date: 7th July 2022Due for return by: 26th August 2022 |
|  | From:  **REDACTED** |

1. You are invited to submit a proposal in accordance with the direct award procedure under Crown Commercial Services (CCS) RM6165 Lot 3 Construction Professional Services Framework, for the supply of services as detailed in the accompanying Direct Award Notice.
2. The requirement is for professional and technical support to undertake activities up to and including Phase 1 of the replacement school consisting of:
	1. RIBA Stage 1 (Preparation and Briefing) and;
	2. RIBA Stage 2 (Concept Design) as a fully costed option.
3. The Authority anticipates issuing a Voluntary ex ante transparency notice prior to any potential contract award. As such there will be a period of 10 days (calendar) before the date of any potential contract award decision.
4. You must submit your Tender Proposal via email to INFORMATION REDACTED

Table of Contents

[Section A – Introduction 5](#_Toc109044534)

[Definitions 5](#_Toc109044535)

[Purpose 7](#_Toc109044536)

[Notice Documentation and Notice Material 7](#_Toc109044537)

[Tender Expenses 8](#_Toc109044538)

[Consortia and Sub-Contracting Arrangements 8](#_Toc109044539)

[Contract Terms & Conditions 9](#_Toc109044540)

[Other Information 9](#_Toc109044541)

[Section B – Key Tendering Activities 11](#_Toc109044542)

[Key Dates 11](#_Toc109044543)

[Tenderers Conference 11](#_Toc109044544)

[Clarification Questions 11](#_Toc109044545)

[Section C – Instructions on Preparing Tenders 11](#_Toc109044546)

[Construction of Tenders 11](#_Toc109044547)

[Validity 11](#_Toc109044548)

[Mini Tender Requirements of Response 11](#_Toc109044549)

[Section D – Tender Evaluation 12](#_Toc109044550)

[Section E – Instructions on Submitting Tenders 13](#_Toc109044551)

[Variant Bids 13](#_Toc109044552)

[Samples 13](#_Toc109044553)

[Section F – Conditions of Tendering 13](#_Toc109044554)

**Annex List**

Annex A –Tender Submission Document (Offer)

Appendix to Annex A – Information on Mandatory Information

Annex B – Commercial Requirements of Response (Mandatory Returns & Pricing Information

Annex C – Technical Requirements of Response

Annex D – Pricing Instructions & Pricing Tables

Annex E – Evaluation Methodology

Annex F – Cyber Supplier Assurance Questionnaire (Very Low Risk)

Annex G - Commercially Sensitive Information (DEFFORM 539A)

Annex H - Hazardous Articles, Deliverables materials (DEFFORM 68)

Annex I – Appendix (DEFORM 111)

Annex J – Statement of Good Standing

# Section A – Introduction

## Definitions

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

A1. “The Authority” or ‘The Client’ means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.

A2. “Compliance Regime” is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.

A3. “Conditions of Tendering” means the conditions set out in this Booklet 1 that govern the competition.

A4. A “Consortium Arrangement” means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.

A5. “Contract” means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.

A6. “Contract Terms & Conditions” means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.

A7. “Contractor Deliverables” means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.

A8. “Cyber Security Model” means the model defined in DEFCON 658.

A9. “Government Furnished Information” means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.

A10. “Direct Award Notice (Notice) Documentation” means this Notice and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this Notice.

A11. “Direct Award Notice (Notice) Material” means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this Notice.

A12. Requirements of Response’ means the responses required by the Client as laid out in the Notice

A13. “Schedule of Requirements” means that part of the Contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

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

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

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

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

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

A19. A “Third Party” is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

## Purpose

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

a. timetable for the next stages of the procurement;

b. instructions, conditions and processes that governs this competition;

c. information you must include in your Tender and the required format;

d. administrative arrangements for the receipt and evaluation of Tenders;

e. criteria and methodology for the evaluation of Tenders; and

f. Contract Terms & Conditions;

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

A22. This Notice is subject to the Public Contract Regulations 2015.

A23. n/a.

A24. n/a .

A25. Funding has been approved for this requirement

## Notice Documentation and Notice Material

A26. Notice Documentation, Notice Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third-Party owners and is released solely for the purposes of enabling you to submit a Tender. You must: a. take responsibility for the safe custody of the Notice Documentation and Notice Material and for all loss and damage sustained to it while in your care;

b. not copy or disclose the Notice Documentation or Notice Material to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this Notice;

c. seek written approval from the Authority if you need to provide access to any Notice Documentation or Notice Material to any Third Party;

d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A24.c, which as a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;

e. accept that any further disclosure of Notice Documentation or Notice Material (or use beyond the original purpose), or further use of Notice Documentation or Notice Material, without the Authority’s written approval may make you liable for a claim for breach of confidence and/or infringement of IPR, a remedy which may involve a claim for compensation;

f. inform the named Commercial Officer if you decide not to submit a Tender;

g. immediately confirm destruction of (or in the case of software, that it is beyond use) all Notice Documentation, Notice Material and derived information of an unmarked nature, should you decide not to respond to this Notice, or you are notified by the Authority that your Tender has been unsuccessful; and

h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of Notice Documentation and Notice Material marked ‘OFFICIAL-SENSITIVE’ or ‘SECRET’.

A27. Some or all the Notice Documentation and Notice Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement are in addition to, and do not derogate from, your obligations under paragraph A26 above.

## Tender Expenses

A28. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

## Consortia and Sub-Contracting Arrangements

A29. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

## Contract Terms & Conditions

A30. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Knowledge in Defence (KiD) website.

A30. The Contract Terms are NEC 4 PSC and are attached at Booklet 2.

## Other Information

A31. **The Armed Forces Covenant**

a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.

b. The Covenant is based on two principles:

i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and

ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

c. The Armed Forces Covenant provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.

d. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: REDACTED

Address: REDACTED

e. Paragraph A30 a to d above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation, Contract award procedure or any resulting Contract. However, the Authority very much hopes you will want to provide your support.

# Section B – Key Tendering Activities

## Key Dates

n/a

## Tenderers Conference

B1 Tenderers Conference is not being held.

## Clarification Questions

B2. Clarification questions can be submitted to the Authority via email to DIOComrcl-overseasprojects@mod.gov.uk

# Section C – Instructions on Preparing Tenders

## Construction of Tenders

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Prices. Tenderers should populate the pricing table provided at Annex D

C2. Prices must be submitted in accordance with the CCS RM6165 Lot 3 Terms and Conditions.

## Validity

C4. Your Tender must be valid and open for acceptance for twenty-four (24) months from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

## Direct Award Notice Requirements of Response

C5. Your Tender response must comply with the Requirements of Response as outlined in the following Annexes:

**Annex B - Commercial Requirements of Response (Mandatory returns & Pricing Information)**

C.6 You are required to respond to the list of commercial requirements of response as outline in Annex B, this includes completion of all elements of the Pricing Table (Annex D) contained within the Annex. The commercial requirements of response are PASS/FAIL.

**Annex C - Technical Requirements of Response & Social Value Requirements of Response**

C7. You are required to respond to the Technical questions as outlined in Annex C. The technical requirements of response are scored questions. The scoring and evaluation criteria for each technical question is detailed in Annex C.

**Annex D – Pricing Table**

C8. Tenderers are required to complete all elements of the pricing table.

C9. Annex D is split into two (2) parts:

Part 1 – comprises the element of pricing which will be used for evaluation purposes

 Part 2 – this pricing information is requested but will not form part of the evaluation

# Section D – Tender Evaluation

D1. An evaluation of your technical and commercial responses will be undertaken by the Authority.

D2. You will be required to achieve a pass in all of the commercial requirement of response as outlined in Annex B to be deemed commercially complaint.

D.3. You will be required to achieve the minimum technical score in each of the Technical questions as detailed in Annex C to be deemed technically compliant.

# Section E – Instructions on Submitting Tenders

**Submission of your Tender**

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

E2. You must provide one priced copy of your Tender and one unpriced copy. Both copies should be clearly labelled and easily identifiable. You must ensure that there are no prices present in your unpriced copy. The Authority has the right to request, at its discretion, that any pricing information found in the unpriced copy is redacted in accordance with paragraph E3.

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

E4. You must ensure that your DEFFORM 47 Annex A is signed and scanned, with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications.

## Variant Bids

E7. The Authority will not accept variant bids.

## Samples

E9. Samples are not required.

# Section F – Conditions of Tendering

F1. The issue of Notice Documentation or Notice Material is not a commitment by the Authority to place a Contract as a result of this competition or at a later stage. Neither does the issue of this ITT or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.

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

1. vary the terms of this Notice in accordance with applicable law;
2. seek clarification or additional documents in respect of a Tenderer’s submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
3. visit your site;
4. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this Notice;
5. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic PQQ or the tender process;
6. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34;
7. withdraw this Notice at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
8. re-issue this Notice on a single source basis, in the event that this procurement does not result in a ‘competitive process’ as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014;
9. choose not to award any Contract as a result of the current tender process;
10. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F3. The Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority via a Contract Award Letter (DEFFORM 8), to the address you provide, on or before the end of the validity period specified in paragraph C3.

**Conforming to the Law**

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

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

**Bid Rigging and Other Illegal Practices**

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or +44 1371 85 4881 (Overseas)

**Conflicts of Interest**

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

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

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

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

1. the manner of operation and management;
2. roles and responsibilities;
3. standards for integrity and fair dealing;
4. levels of access to and protection of competitors’ sensitive information and Government Furnished Information;
5. confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);
6. the Authority’s rights of audit; and
7. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no COI exist between the Tenderer and its advisers, and the Authority and its advisers. Any Tenderer who fails to comply with this requirement (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

**Government Furnished Assets**

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

**Standstill Period**

F12. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award a Contract to the successful Tenderer before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the Standstill Letters are sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

**Publicity Announcement**

1. If you wish to make an announcement regarding this procurement, you must seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the named Commercial Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.
2. Under no circumstances should you confirm to any Third Party the Authority’s Contract award decision before the Authority’s announcement of the award of Contract.

**Sensitive Information**

1. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.
2. For these purposes, the Authority may share within Government any of the Tenderer’s documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any Sensitive Information in the DEFFORM 539A and consent to these terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.
3. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Sensitive Information in accordance with the provisions of this ITT) to any Third Party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer’s Tender. In providing such information the Tenderer consents to such disclosure.

**Reportable Requirements**

1. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you must attach the relevant information with the tender submission.
2. Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete the Annex in full and attach relevant information where required.

**Specific Conditions of Tendering:**

**Options**

F.19 The Authority requires an option price for RIBA 2 as detailed in the Client specification (Booklet 2) . You must provide prices against this option. The option prices must be a firm price not subject to variation. If your Tender is successful you will be expected to provide that option requirement(s) as detailed in Booklet 2, Contract Data Part 1 of the Contract Conditions. The Authority will not waive any rights under the said Contract Conditions. The Authority reserves the right to seek competitive Tenders for the option requirement(s) detailed in Client Specification and Booklet 2, Contract Data Part 1 of the Contract Conditions.

**Sustainable Development**

F20. The Authority is very committed to achieving sustainable development goals through educating the supply chain, developing performance measures and sharing best practice. This is not a condition to working with the Authority now or in the future, nor part of the Contract. It is however a commitment on our part to encourage and support sustainable development and we are committed to working with you to this end. The Authority very much hopes that you share this commitment and we will discuss sustainable development further with the successful Tenderer during the performance of any resultant Contract.

**Limitation of Contractors Liability**

F.21 Option X18 is included in the NEC 4 PSC agreement.