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| Email: **REDACTED** |
| **REDACTED** | Defence Equipment & Support#3030, Cedar 0CMOD Abbey WoodBristol BS34 8JH |
|  | Date 21 Dec 2022Our Reference: **REDACTED** |  |

Dear Sir/Madam

**Defence Marine Services Next Generation (****"DMS-NG") Single Source - Invitation To Negotiate ("ITN") Reference Contract 1 Support to In-Port Marine Services and Delivery of a Vessel Replacement Programme - Contract Number 073247450**

1. Thank you for your response to the DPQQ, which as you are aware has been successful.
2. DMS-NG comprises the following four contracts:

Contract 1 – Support to In-Port Marine Services and Delivery of a Vessel Replacement Programme

Contract 2 – Inshore Support to Military Training, Testing and Evaluation

Contract 3 – Supply and Maintenance of Moorings, Markers and Targets

Contract 4 – Off-Shore support to Military Training and Exercises.

1. You are invited to Tender for the DMS-NG Contract 1 – Support to In-Port Marine Services and Delivery of a Vessel Replacement Programme in accordance with the attached documentation. Contract 1 is a Qualifying Defence Contract under the Defence Reform Act 2014 and the Single Source Contract Regulations 2014 and is therefore required to comply with that Act and Regulations.
2. This is a unique opportunity for you to collaborate with the Authority and its other industrial partners to drive innovation, transformation, and best practice. The successful Tenderer for any of the Contracts will have a direct impact on improving DMS-NG capabilities and operational performance.
3. The anticipated date for the contract award decision is 8 August 2024.
4. You must submit your Initial Tender and any ITN Documentation electronically via the Defence Sourcing Portal no later than the Tender Return Date set out in the table (Proposed Timetable) in paragraph 9.1.
5. Please confirm receipt of this ITN via the Defence Sourcing Portal within five (5) Business Days of the date of this letter.

Yours faithfully

**REDACTED**

**REDACTED**

**DEFFORM 47ST Invitation to Negotiate**

**Contract 1 - Support to In-Port Marine Services and Delivery of a Vessel Replacement Programme**

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NAVIGATING THESE DOCUMENTS

This Invitation to Negotiate ("**ITN**") sets out the requirements that you must meet to submit a valid Tender. It also contains the draft Contract, further related documents and forms, and sets out the Authority's initial position with respect to negotiation of a Qualifying Defence Contract (QDC).

This invitation consists of the following documentation:

Volume 1

* DEFFORM 47ST – Invitation to Negotiate. This ITN sets out the key requirements that you must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is divided into:
	+ Section A – Introduction
	+ Section B – Key Tendering Phases
	+ Section C – Instructions on Preparing Tender
	+ Section D – Details of Cost Breakdown and Mandatory Criteria
	+ Section E – Conditions of Tendering
	+ Annex A – Tender Submission Document (Offer)
		- Appendix 1 – Information on Mandatory Declarations
	+ Annex B – Defence Sourcing Portal Guidance
	+ Annex C – Guidance to Tenderer
		- Appendix 1 – Technical Requirements of Response Questions
		- Appendix 2 - Contract Provision Categories
	+ Annex D – Evaluation of Tender
		- Appendix 1 – Tender Deliverables' Weightings
	+ Annex E – Security Aspects Letter
		- Appendix 1 – UK Official and UK Official-Sensitive Contractual Security Conditions
		- Appendix 2 – Contractor's Personnel at Government Establishments.

Volume 2

* Contract 1 documents (as per the contents table in the Contract 1 Terms & Conditions)
	+ Contract 1 Terms & Conditions which include the Schedule of Requirements and any additional Schedules, Annexes and/or Appendices
1. – INTRODUCTION
2. DEFINITIONS AND INTERPRETATION USED IN THIS ITN
	1. **Definitions**
		* + 1. In this ITN, unless the context otherwise requires, the following words and expressions shall have the following meanings; other capitalised terms shall have the meanings given to them in Schedule 1 (Definitions) or Schedule 4 (Payment Performance and Incentivisation Mechanism) of the Contract 1 Terms & Conditions.

|  |  |
| --- | --- |
| **"Acceptable Means of Compliance", "AMC"** | 1. has the meaning(s) ascribed in the applicable Defence Maritime Regulation;
 |
| **"AAR"** | 1. has the meaning given in paragraph 13.6;
 |
| **"Armed Forces Covenant"** | 1. means the covenant detailed in paragraph 7.1 (The Armed Forces Covenant);
 |
| **"****Authority"** | 1. means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown;
 |
| **"Authority's Commercial Officer"** | 1. means Callum Johnstone, DES Ships Acq-Comrcl-20;
 |
| **"BPR" or "Baseline Profit Rate"** | 1. has the meaning given to it in paragraph 27.1;
 |
| **"Commercial Envelope"** | 1. means the location in the DSP where Tender Deliverables must be submitted as set out in Table C.1 (Tender Deliverable Checklist) of Annex C (Guidance to Tenderer);
 |
| **"****Competition Markets Authority", "****CMA"** | 1. means the UK competition regulator responsible for strengthening business competition and reducing anti-competitive activities;
 |
| **"Compliance Regime"** | 1. means 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;
 |
| **"****Conditions of Tendering"** | 1. means the conditions set out in this ITN that govern the competition;
 |
| **"****Consortium"** | 1. means an arrangement whereby two or more economic operators come together specifically for the purposes of Tendering for this Contract and **"Consortia"** will be construed accordingly;
 |
| **"Consortium Arrangement"** | 1. means two or more economic operators who have come together specifically for the purpose of Tendering for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority;
 |
| **"Contract"** | 1. means the Contract entered into between you (if successful in this ITN) and the Authority, should the Authority award a Contract as a result of this competition;
 |
| **"Contract 1 Terms &** **Conditions"** | 1. means the Contract 1 terms and conditions including any schedules, annexes and appendices that will govern the Contract entered into between the you and the Authority, should the Authority award a Contract as a result of this ITN;
 |
| **"Cyber Implementation Plan"** | 1. means the plan referred to in Clause 3 of DEFCON 658;
 |
| **"Cyber Risk Profile"** | 1. means the level at which the cyber risk is classified. The Cyber Risk Profile in relation to this Contract procurement is high;
 |
| **"Cyber Security Risk Assessment"** | 1. means a structured process that is designed to identify security vulnerabilities in an organisation and how to take proactive steps to improve vulnerable areas for this Contract;
 |
| **"Data Room"** | 1. means the data room containing information to support you in compiling your Tender response which is hosted on AWARD and can be accessed via the Defence Sourcing Portal;
 |
| **"Defence Commercial Toolkit"** | 1. means useful information about defence procurement and links to related guidance and instructions from the Authority;
 |
| **"DefCARS"** | 1. means Defence Contract Analysis and Reporting System;
 |
| **"DEFCON"** | 1. means Defence Conditions which are available electronically via the Knowledge in Defence (KID) website;
 |
| **"Defence Cyber Protection Partnership", "****DCPP"** | 1. means the joint UK Ministry of Defence and industry initiative put in place to improve the protection of the defence supply chain against cyber threats;
 |
| **"Defence Cyber Security Partnership Rules"** | 1. means Defence Forms which are available electronically via the Knowledge in Defence website;
 |
| **"DEFFORMS"** | 1. means Defence Forms which are available electronically via the Knowledge in Defence (KID) website;
 |
| **"Defence Maritime Regulations", "DMR"** | 1. means DSA02-DMR - Defence Maritime Regulations for Health Safety and Environmental Protection, issued by the Defence Maritime Regulator under the authority of the Charter for the Defence Safety Authority (DSA) (Secretary of State for Defence) as amended from time to time;
 |
| **"Defined Pricing Structure"** | 1. has the meaning provided to defined pricing structure in the Defined Pricing Structure Guidance issued by the Single Source Regulations Office accessible here: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/438030/DPS\_principles\_guidance.PDF;
 |
| **"Derogation"** | 1. means, for a limited number of the Contract 1 Terms and Conditions, proposed alternative drafting;
 |
| **"DSP Supplier User Guidance"** | 1. means the technical guide on how to use the Defence Sourcing Portal accessible via the Defence Sourcing Portal;
 |
| **"DRA"** | 1. means the Defence Reform Act 2014;
 |
| **"DSP"** | 1. has the meaning given to it in paragraph 13.9;
 |
| **"****Evaluation Criteria"** | 1. means the Evaluation Criteria for the Contract set out in Annex D (Evaluation of Tender) and "**Evaluation Criterion**" will be construed accordingly;
 |
| **"Exit Management Plan"** | 1. means the plan to be prepared in response to RoR ID C3\_EMP found in Appendix 1 (Technical Requirements of Response Questions) of Annex C (Guidance to Tenderer);
 |
| **"Final Contract"** | 1. means the final version of the Contract 1 Terms & Conditions issued to Tenderers following the Negotiation Phase;
 |
| **"Final Tender"** | 1. means any final Tender that is submitted in accordance with this ITN following the issue by the Authority to you of the Invitation to Submit Final Tenders;
 |
| **"Final Tender Phase"** | 1. means the Tender phase detailed in paragraph 15 (Invitation to Submit Final Tender) of this ITN and paragraph 9.20 (Final Tender Phase) of Annex C (Guidance to Tenderers);
 |
| **"Financial Model"** | 1. means the Financial Model to be submitted by you as part of your Tender in accordance with the Financial Requirements of Response;
 |
| **"Financial Requirement of Response" or "Financial RoRs"** | 1. means a financial requirement of response as set out in Table C.4 (RoR for the Financial Model), C.5 (RoR for the Record Of Assumptions & Data Book ('ROADB')), C.6 (RoR for the Tenderer Contract Pricing Statement), C.7 (RoR for the Tenderer Contract Reporting Plan), C.8 (RoR for the Tenderer Contract Notification Plan) or C.9 (RoR for the Payment, Performance and Incentivisation Mechanism ('PPIM')) of Annex C (Guidance to Tenderer);
 |
| **"Freedom of Information Act 2000" or "FOIA"** | 1. Freedom of Information Act 2000;
 |
| **"Freedom of Information Request"** | 1. means any request for information made under the Freedom of Information Act 2000;
 |
| **"Governance Management Plan"** | 1. means the plan to be prepared in response RoR ID C1\_GMP found in Appendix 1 (Technical Requirements of Response Questions) of Annex C (Guidance to Tenderer);
 |
| **"Government Transparency Agenda"** | 1. means the Government's commitment to greater transparency across its operations to enable the public to hold public bodies and politicians to account, and includes commitments to be as open, accountable, and honest when dealing with public procurement;
 |
| **"Human Resources Management Plan"** | 1. means the plan to be prepared in response to RoR ID C1\_HRMP found in Appendix 1 (Technical Requirements of Response Questions) of Annex C (Guidance to Tenderer);
 |
| **"Incumbent Service Provider"** | 1. means a service provider, including its affiliates and/or Sub-Contractors, who immediately prior to the relevant Service Commencement Date, supplied to the Authority services which are being replaced by any of the Services;
 |
| **"Initial Tender"** | 1. means the initial Tender submitted in response to this ITN;
 |
| **"Initial Tender Phase"** | 1. means the Tender phase detailed in paragraph 13 (Initial Tender Return and Evaluation) of this ITN and paragraphs 9.4 to 9.17 (Initial Tender Phase) of Annex C (Guidance to Tenderer);
 |
| **"Insurance Requirement(s)"** | 1. means the insurance requirements set out in Table C.3 (Insurance Requirements) of Annex C (Guidance to Tenderer) that you must complete and submit as a required Tender Deliverable;
 |
| **"International Transfer and Arms Regulations" or "ITAR"** | 1. means the United States regulatory regime to restrict and control the export of defence and military related technologies to safeguard US national security and further US foreign policy objective;
 |
| **"Invitation to Submit Final Tenders", "ISFT"** | 1. means an invitation sent to you following the Negotiation Phase requesting the submission of the Final Tender;
 |
| **"ITN Documentation"** | 1. means this ITN and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender meetings), issued to you, or to which they have been granted access by the Authority, for the purposes of responding to this ITN. **"ITN Documents"** will be construed accordingly;
 |
| **"ITN Materials"** | 1. means any materials (including patterns and samples), equipment or software, in any medium or form issued to you, or to which they have been granted access, by the Authority for the purposes of responding to this ITN, excluding the ITN Documentation;
 |
| **"Knowledge in Defence", "KID"** | 1. means the website where DEFCONs and DEFFORMS can be located, accessible via the Defence Gateway;
 |
| **"MAC"** | 1. means the Model Award Criteria relating to social value which are derived from the UK Government's Social Value Model (Procurement Policy Note 06/20);
 |
| **"Mandatory Declarations"** | 1. means a condition of tendering that you must complete and return as requested in Appendix 1 (Information on Mandatory Declarations) of Annex A (Tender Submission Document (Offer));
 |
| **"Negotiation Phase"** | 1. means the period of negotiation between the Authority and you to be conducted in accordance with paragraph 14 (Negotiation Phase);
 |
| **"Net Present Value", "NPV"** | 1. means the amount calculated in accordance with paragraph 5.17 of Annex D (Evaluation of Tender);
 |
| **"new Fair Deal for staff pensions", "NFD"** | 1. means the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date;
 |
| **"NAPNOC"** | 1. is an Authority pricing policy meaning "No Acceptable Price, No Contract";
 |
| **"****Non-Compliance"** | 1. has the meaning in paragraph 6 (Exclusion of Tender for Non-Compliance) of Annex D (Evaluation of Tender) and "**Non-Compliant**" will be construed accordingly;
 |
| **"Operational Delivery Plan"** | 1. means the plan to be prepared in response to RoR ID C1\_ODP found in Appendix 1 (Technical Requirements of Response Questions) of Annex C (Guidance to Tenderer);
 |
| **"Qualifying Defence Contract" or "QDC"** | is a contract subject to Part 2 of the Defence Reform Act 2014 and associated regulations and statutory guidance. A single source contract of £5M (ex VAT) or above is likely to be a QDC, subject to fulfilling the other criteria set out in the DRA; |
| **"Quality Management and Continuous Improvement Plan"** | Quality Management and Continuous Improvement Plan means the quality management and continuous improvement plan to be prepared in response to RoR ID C1\_QMCIP found in Appendix 1 (Technical Requirements of Response Questions) of Annex C (Guidance to Tenderer); |
| **"Reasonable Maximum Deductible Threshold"** | 1. means that amount which the Contractor is responsible for paying toward an insured loss before payment under the policy applies, as proposed by you, and which in the reasonable opinion of the Authority reflects the prevailing market rates as at the point of the submission of the Tender;
 |
| **"Reputable Insurer"** | 1. means a provider of the required insurance cover which of sufficient standing for the relevant class of insurance and the location of the Services in question taking into consideration matters including, but not limited to, ownership, management, operating environment, reinsurance protection, lines of business, profitability and business philosophy;
 |
| **"Requirements of Response", "RoR"** | 1. means the Technical Requirements of Response and the Financial Requirements of Response;
 |
| **"ROADB"** | 1. means the Record of Assumptions and Data Book;
 |
| **"Security and Information Management Plan"** | 1. means the plan to be prepared in response to RoR ID C1\_SIMP found in Appendix 1 (Technical Requirements of Response Questions) of Annex C (Guidance to Tenderer);
 |
| **"Security Condition"** | 1. means the security conditions set out in Appendix 1 (UK Official and UK Official-Sensitive Contractual Security Conditions) of Annex E (Security Aspects Letter);
 |
| **"Social Value Plan"** | 1. means one of the plans related to the achievement of social value in the context of delivering the Services to be prepared in response to RoR IDs C1\_SVP\_2.3, C1\_SVP\_4.1 and found in Appendix 1 (Technical Requirements of Response Questions) of Annex C (Guidance to Tenderer);
 |
| **"Compliance to Statement of Requirement Declaration Statement"** | 1. means the compliance to Statement of Requirement declaration statement as set out in paragraph 13.1 (Completing the Pass/Fail Compliance to Statement of Requirement Declaration Statement) of Annex C (Guidance to Tenderer) that you must complete and submit as a required Tender Deliverable;
 |
| **"SCCR"** | 1. means Single Source Contract Regulations 2014;
 |
| **"SSRO"** | 1. means Single Source Regulations Office;
 |
| **"System Administrator"** | 1. means, in relation to Annex E (Security Aspects Letter) a person or process responsible for carrying out functions which support the deployment or operation of a system;
 |
| **"Small and Medium-sized Enterprise", "SME"** | 1. means micro, small and medium-sized enterprises as defined in Article 2 of the Annex to Commission Recommendation 2003/361/EC;
 |
| **"SGAC"** | 1. means Statutory Guidance on Allowable Costs;
 |
| **"****Sub-Contracting Arrangement"** | 1. means a group of economic operators who have come together specifically for the purpose of tendering 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;
 |
| **"Table of Derogations"** | 1. means the table in the form of Table C.2 in Annex C (Guidance to Tenderer) which you complete to indicate which Derogations, if any, are proposed, their compliance with the Contract 1 Terms & Conditions, and to confirm their compliance with the requirement for Tenderer Inputs;
 |
| **"Tasking Days"** | 1. means a metric for the number of days a vessel is chartered for the purposes of delivering the Tasks under the SOR as part of a your solution;
 |
| **"Technical Envelope"** | 1. means the location in the DSP where Tender Deliverables must be submitted as set out in Table C.1 (Tender Deliverable Checklist) of Annex C (Guidance to Tenderer);
 |
| **"Technical Requirement of Response" or "Technical RoR"** | 1. means a technical requirement as set out in Appendix 1 (Technical Requirements of Response Questions) of Annex C (Guidance to Tenderer) in relation to a specific aspect of delivery of the Statement of Requirement set out in Schedule 2 (Statement of Requirement) of the Contract 1 Terms & Conditions;
 |
| **"Tender"** | 1. means the overall offer in response to the Statement of Requirement that you make to the Authority in response to the ITN, and the word "Tender" shall include any Initial Tender and any Final Tender;
 |
| **"Tender Deliverable Checklist"** | 1. means the checklist at Table C.1 (Tender Deliverable Checklist) of Annex C (Guidance to Tenderer) which sets out each Tender Deliverable that must be provided as part of a Tender;
 |
| **"Tender Deliverable(s)"** | 1. means any element of the Tender that you are required to submit as part of your Tender response as set out at paragraph 8 (Tender Deliverable Checklist) of Annex C (Guidance to Tenderer);
 |
| **"Tender Return Date"** | 1. means the final date for submission of Tender as set out in paragraph 9.1 (Proposed Timetable) of this ITN;
 |
| **"Tenderer"** | 1. means you (an economic operator submitting a Tender in response to this ITN);
 |
| **"Tenderer Inputs"** | 1. means those clauses and schedules of the Contract in Category 3 of Appendix 2 (Contract Provision Categories) of Annex C (Guidance to Tenderer) for which you must supply drafting as further set out in paragraph 11 (Acceptance of the Contract) of Annex C (Guidance to Tenderer);
 |
| **"Tenderer Representative"** | 1. means one of the two (2) nominated points of contact for all communications between you and the Authority via the DSP;
 |
| **"Tenderers Conference"** | 1. means a presentation by the Authority to you about the Contract requirements, at which you will have an opportunity to ask questions about the requirements and the ITN;
 |
| **"Third Party"** | 1. means 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;
 |
| **"Total Value"** | 1. means the total value of the Tender as further set out in paragraph 8.1 (Evaluation of the Financial Model) of Annex D (Evaluation of Tender);
 |
| **"TUPE Data"** | 1. means the TUPE-related data received from the Incumbent Service Provider stored in the Data Room;
 |
| **"Variant Tender"** | 1. has the meaning in Regulation 13 of the Defence and Security Public Contracts Regulations 2011;
 |
| **"Vessel Replacement Programme / Vessel Acceptance and Integration Plan"** | 1. means the plan to be prepared in response to RoR ID C1\_VRP found in Appendix 1 (Technical Requirements of Response Questions) of Annex C (Guidance to Tenderer);
 |
| **"Vessel and Asset Management Plan"** | 1. means the plan to be prepared in response to RoR ID C1\_VAMP found in Appendix 1 (Technical Requirements of Response Questions) of Annex C (Guidance to Tenderer);
 |
| **"VOP"** | has the meaning given to it in paragraph 22.7; |

* 1. **Interpretation**
		+ - 1. In this ITN the following rules of interpretation shall apply unless otherwise stated.
			1. **Accounting terms**: accounting terms shall be construed so as to be consistent with generally-accepted accounting principles.
			2. **Dates**: reference to a date is to the day commencing on such date.
			3. **DEFCONs**: any reference to a DEFCON, DEF STAN or DEFFORM, is a reference to the edition of the DEFCON, DEF STAN or DEFFORM referred to in this ITN.
			4. **Expressions not to limit construction**: the words "other" and "otherwise" shall not be construed as meaning "of the same type" as any foregoing words where a wider construction is possible. The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis and shall not limit or prejudice the generality of any foregoing words.
			5. **Gender**: reference to any gender includes any other.
			6. **Inconsistencies**: if there is any ambiguity, inconsistency or conflict between the provisions of the following documents, the following order of precedence shall apply:
1. the Contract 1 Terms & Conditions (including its schedules);
2. this ITN.
	* + 1. **Living documents**: unless stated to the contrary, this ITN and any reference to any other document mentioned in this ITN (other than a DEFCON, DEF STAN or DEFFORM) are references to this ITN as varied, amended, novated, supplemented or replaced from time to time.
			2. **Living instruments**: any reference to any Law shall include a reference to the Law as:
3. amended, extended, consolidated or re-enacted;
4. supplemented or applied by, or pursuant to, any other Law before, on or after the Effective Date.
	* + 1. **Person**: any reference to a "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, authority, emanation, agency, instrumentality and unincorporated body of persons or association.
			2. **Public organisations**: any reference to a public organisation or representative shall be deemed to include a reference to any successor to such public organisation or representative or any organisation or entity or representative which has taken over the functions or responsibilities of such public organisation or representative in whole or in part.
			3. **Related words**: where this ITN defines a word or expression, related words and expressions have a consistent meaning.
			4. **Singular and plural**: any reference to the singular includes the plural and vice versa.
			5. **Successors in title and transferees**: reference to any person includes that person's lawful successors in title and transferees, whether pursuant to contract, statute or otherwise.
			6. **This Section or Annex**: a reference in this ITN to a Section or Annex is, except where it is expressly stated to the contrary, a reference to such Section or Annex of this ITN.
			7. **No order of precedence**: the Sections in this ITN and associated documents are structured in line with a generic tendering process and do not indicate importance/precedence.
5. INTRODUCTION TO THE DMS-NG PROGRAMME
	1. The DMS-NG programme will put in place contractual arrangements to deliver future Marine Services to Defence. It will replace the two current contracts with industrial partners (SERCO and BOSKALIS) for the Continued Procurement of Marine Services ("**CPMS**") (which continues on from the initial Procurement of Marine Services ("**PMS**")) and the marine support to range safety and aircrew training ("**RSACT**"). CPMS and RSACT are each due to expire on 31 March 2025. The DMS-NG programme comprises the following four (4) contracts, each of which is subject to either competed or single source procurement:
		* + 1. **Contract 1** – Support to in-Port Marine Services and Delivery of a Vessel Replacement Programme;
				2. **Contract 2** – Inshore Support to Military Training, Testing, and Evaluation;
				3. **Contract 3** – Supply and Maintenance of Authority Moorings, Markers and Target; and
				4. **Contract 4** – Off-shore Support to Military Training and Exercises.
	2. **The DMS-NG mission is to achieve**

A pan-defence endorsed requirement for Marine Services delivered through commercial arrangements that provides Defence with the ability to manage demand and in doing so drive innovation.

* 1. **The DMS NG vision is to**

Deliver a safe, effective, and affordable Marine Services to Defence.

* 1. The programme is designed to deliver strategic benefits that will challenge both the Authority and suppliers to increase output and value for money against current arrangements. If you are successful in this ITN, you will be expected to improve performance and productivity, against which the Authority will accept the challenge to improve the clarity and stability of its demand. The strategic benefits are:
		+ - 1. be able to scale appropriately, looking forward to how the demand in the DMS-NG programme may change significantly again;
				2. keep pace and move from analogue to digital capability as well as building in adaptability to support a changing force;
				3. inject some fresh thinking and increase the focus on remaining relevant and competitive;
				4. introduce new ships, with a cost and environmental consciousness the Authority has not had before;
				5. keep pace with technology and industrial partners' standards to avoid unnecessary customisation and associated cost growth; and
				6. look beyond the immediate contracting vehicle staying in control of the Authority's commercial situation and leverage future opportunities.
	2. This Contract was initially advertised as being competitively procured under Contract Notice Ref 2022/S 000-015748, but the Authority took the decision to move to a single source procurement in accordance with the SSCR following assessment of the outcome of the DPQQ process in which the Tenderer was the only supplier to submit a response.
1. PURPOSE
	1. The purpose of this ITN is to invite you to submit a Tender, in accordance with the instructions set out in this ITN, to propose a solution and best price to meet the Authority's requirement. This documentation explains and sets out the:
		* + 1. Tender process and timetable for the next phases of the Contract procurement;
				2. instructions, conditions and processes that govern this invitation;
				3. information you must include in your Tender and the required format;
				4. administrative arrangements for the receipt and evaluation of your Tender;
				5. process and criteria to be used for evaluation of your Tender; and
				6. the Contract 1 Terms & Conditions and other agreements that shall apply in the event that the Authority awards a contract following this invitation.
2. DESCRIPTION OF CONTRACT
	1. This ITN seeks your Tender for Contract 1 Support to In-Port Marine Services and Delivery of a Vessel Replacement Programme reference number 073247450.
	2. The Services to be provided in this Contract procurement are as detailed in the SOR, and include in broad summary:
		* + 1. delivery of Defence Marine Services in KHM Clyde's Area of Responsibility within the Clyde Dockyard Port of Gareloch and Loch Long, the Firth of Clyde, Upper Firth of Clyde, and Loch Ewe;
				2. delivery of Defence Marine Services in KHM Devonport's Area of Responsibility within the Dockyard Port of Plymouth;
				3. delivery of Defence Marine Services in KHM Portsmouth's Area of Responsibility within the Dockyard Port of Portsmouth and additionally the Marchwood Military Port and Port of Southampton when visited by Strategic Sealift vessels and nuclear-powered warships; and
				4. delivery of a Vessel Replacement Programme.
	3. The Authority reserves the right to amend and/or restructure the Contract, including (without limitation) in relation to the Vessel Replacement Programme, where it considers that this offers better value for money.
	4. You must work closely with the Authority and other suppliers to the Authority and to DMS-NG to plan and execute the Services successfully.
	5. The Authority's Commercial Officer for this Contract procurement is Callum Johnstone (DES Ships Acq-Comrcl-20).
3. OVERVIEW OF CONTRACT

**The Support to In-Port Marine Services and Delivery of a Vessel Replacement Programme top level description**

* 1. The scope of the Support to In-Port Marine Services and Delivery of a Vessel Replacement Programme is to provide Defence Marine Services supporting in-port marine services and delivery of a vessel replacement programme. In addition to the delivery of a vessel replacement programme, the requirement covers three distinct Service Delivery Areas ("**SDAs**"):
		+ - 1. **Delivery of Defence Marine Services in KHM Clyde's Area of Responsibility within the Clyde Dockyard Port of Gareloch and Loch Long, the Firth of Clyde, Upper Firth of Clyde, and Loch Ewe (SDA 1) -** SDA 1 covers the following Services: towage services; dockyard movements; passenger transportation; stores and liquid transportation; oil pollution response; support to military training, exercises trials, operations; and support to emergencies.
				2. **Delivery of Defence Marine Services in KHM Devonport's Area of Responsibility within the Dockyard Port of Plymouth (SDA 2)** - SDA 2 covers the following services: towage services; dockyard movements; passenger transportation; stores and liquid transportation; transportation & storage of munitions; oil pollution response; support to military training; exercises, trials, operations; and support to emergencies.
				3. **Delivery of Defence Marine Services in KHM Portsmouth's Area of Responsibility within the Dockyard Port of Portsmouth and additionally the Marchwood Military Port and Port of Southampton when visited by Strategic Sealift vessels and nuclear-powered warships (SDA 3)** - SDA 3 covers the following services: towage services; dockyard movements; passenger transportation, stores, and liquid transportation; transportation & storage of munitions; afloat waste services; oil pollution response; support to emergencies; and provision of additional maritime support.

**Strategic Outcomes**

* 1. The Contract will deliver:
		+ - 1. improved operational performance through increased Vessel availability and enhanced use of shore-based trainers;
				2. improved environmental credentials to decrease emissions and reduce fuel consumption through the introduction of new vessels and hybrid technologies; and
				3. value for money through refreshed scope, manpower efficiencies and a robust and transparent cost structure.
1. DATA ROOM
	1. The Data Room will be made available to you. Access to the Data Room is subject to the terms of this ITN and Annex B (Defence Sourcing Portal Guidance). Any documents and data made available to you via the Data Room shall be classed as Disclosed Data for the purposes of the Contract.
2. OTHER INFORMATION
	1. **The Armed Forces Covenant**
		* + 1. 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.
				2. The Covenant is based on two principles:
			1. that the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
			2. 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 you and your suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

* + - * 1. [The Armed Forces Covenant](https://www.gov.uk/defence-and-armed-forces/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.
				2. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant team at the address below, so that the Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management

Ministry of Defence

Holderness House

51-61 Clifton Street

London

EC2A 4EY

* + - * 1. Paragraph 7.1(a)-(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, the Contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide its support.
1. – KEY TENDERING PHASES
2. INTRODUCTION
	1. The purpose of this Section B is to set out the chronology of the Tender process and detail what should be expected of you at each phase. This Section should be read in conjunction with Annex B (Defence Sourcing Portal Guidance), Annex C (Guidance to Tenderer) and Annex D (Evaluation of Tender).
3. PROPOSED TIMETABLE
	1. The key dates for this Contract procurement are currently anticipated to be as follows:

| **Phase** | **Proposed Date and Time** | **Submit to** |
| --- | --- | --- |
| ITN issue | 16 December 2022 | Tenderer via the Defence Sourcing Portal |
| Tender period | 16 December 2022 to 10 May 2023  | N/A |
| Final date for Clarification Questions/requests for additional information | 27 March 2023 | Authority's Commercial Officer via the Defence Sourcing Portal |
| The Authority issues Final Clarification Answers | TBC | Tenderer via the Defence Sourcing Portal |
| Tender Return Date | 10 May 2023 | Authority's Commercial Officer via the Defence Sourcing Portal |
| Tender evaluation  | TBC | Clarifications will be raised to the Tenderer via the Defence Sourcing Portal  |
| Negotiation phase | 3 August 2023 to 31 May 2024 | As required through the Defence Sourcing Portal |
| Issue of ISFT | TBC | Tenderer via the Defence Sourcing Portal |
| Final Tender received and evaluation of Final Tender | TBC | Authority's Commercial Officer via the Defence Sourcing Portal |
| Notice of intended contract award | TBC | Notice will be issued to all Tenderer via the Defence Sourcing Portal  |
| Anticipated contract award date |  September 2024 | Confirmation through the Defence Sourcing Portal |
| Mobilisation  | 27 February until 01 April 2025  | N/A |

* 1. Notwithstanding the above table, the Authority reserves the right at any time to:
		+ - 1. vary any aspect of this procurement process including the timetable and/or introduce additional steps or phases into it. For example, the Authority reserves the right to issue updates to the ITN Documentation, ITN Materials, the draft Contract or revised instructions to you including amending the timetable set out above; and
				2. cancel this procurement.
	2. Should it be necessary to issue amendments to the ITN Documents during the process, these will be issued to you prior to the applicable Tender Return Date. If there are a number of amendments issued, the Authority may issue a further set of ITN Documents.
1. TENDERER CONFERENCE
	1. The Authority may hold a Tenderer Conference to enable the Authority to present the requirements for the Contract, the Tender process and the DMS-NG programme to you. This would also be an opportunity for you to ask questions about the requirement.
2. TENDERER CHECKPOINT MEETINGS
	1. The Authority may request checkpoint meetings to engage with you about the Authority's requirements, general approach and updates to the programme. These will be separate to the negotiations described in paragraph 14 (Negotiation Phase). At the checkpoint meetings, you may ask questions to clarify the Authority's requirements or discuss potential approaches to the Authority's requirements.
3. ATTENDANCE AT MEETINGS
	1. This paragraph applies to any Tenderer Conference or checkpoint meeting.
	2. Instructions relating to any meeting invitations will be issued to you through the Defence Sourcing Portal.
	3. Where a meeting is to be held in person, you will be required to provide the following details for all attendees, at least five (5) Business Days before the date of any meeting, so that access to the site can be arranged:
		* + 1. Full name;
				2. Date of birth;
				3. Place of birth;
				4. Nationality now;
				5. Nationality previous;
				6. Company name;
				7. Email address;
				8. Contact number;
				9. Car make, model, colour, registration (if travelling to the Tenderers Conference by car); and
				10. Security clearance (a minimum of BPSS will be required for each individual – see Annex B (Defence Sourcing Portal Guidance))

All attendees will also be required to bring photo ID.

* 1. You will be advised by the Authority via the Defence Sourcing Portal about the maximum number of attendees permitted.
	2. Any questions that you may have should be submitted via the Defence Sourcing Portal at least three (3) Business Days before the date of the meeting. These questions will be treated in the same way as all clarification questions and as detailed in paragraph 3 (Clarification Questions) in Annex C (Guidance to Tenderer). The Authority reserves the right not to deal with questions raised at the meeting and instead answer them in writing at a later date.
	3. The Authority will aim to issue the agenda for the meeting four (4) Business Days before the date of the meeting. The agenda for the meetings will be set by the Authority. You will have the opportunity to highlight areas or issues that they would like to be included on the agenda. The Authority may adjust or include subjects for discussion in response to submission from you.
1. INITIAL TENDER RETURN AND EVALUATION
	1. Please see Annex C (Guidance to Tenderer) of this ITN for the requirements for Initial Tender return. The Initial Tender will be subject to evaluation in accordance with the Evaluation Criteria at Annex D (Evaluation of Tender).
	2. The Authority may, in its own absolute discretion extend the deadline for receipt of the Initial Tender and in such circumstances the Authority will notify you of any such extension.
	3. Following the evaluation of the Initial Tender, the Authority will provide feedback to you.
2. NEGOTIATION PHASE
	1. Further details on the Negotiation Phase can be found below and in Annex C (Guidance to Tenderer).
	2. The overall objectives of the negotiations will be to:
		* + 1. discuss the Tender with the aim of addressing any areas of Non-Compliance and improving the quality and efficiency of the tendered solution for the purposes of any subsequent Tender evaluation;
				2. provide a means for the Authority to clarify the Authority's requirement to you;
				3. enable open and constructive discussions between you and the Authority with the aim of clarifying and understanding your Tender; and
				4. establish the basis on which you will be invited to submit a Final Tender.
	3. The Authority will draw up a list of relevant topics for negotiation prior to the commencement of the Negotiation Phase and will provide an outline agenda/issues list in advance of each meeting.
	4. It is intended that negotiations will take place between the dates detailed in the timetable shown at paragraph 8 (Proposed Timetable) which will be shared with you via the Defence Sourcing Portal. The specific timetable and agendas for such discussions will be circulated to you following evaluation of Initial Tender.
	5. Negotiations may take the form of one or more of the following:
		* + 1. in writing;
				2. via Microsoft Teams; or
				3. formal face-to-face meetings at the Authority's premises, or at any other premises that the Authority shall nominate.
	6. The Authority shall treat you equally and without discrimination and shall act in a transparent and proportionate manner in conducting the negotiation process and at all times in accordance with the Regulations.
3. INVITATION TO SUBMIT FINAL TENDER (ISFT)
	1. The Authority will notify you once negotiations have concluded at the end of the Negotiation Phase and you will be invited to submit a Final Tender.
	2. The Authority will commence the Final Tender stage by issuing the ISFT to you via the Defence Sourcing Portal. The ISFT will provide instructions to you for the preparation of the Final Tender, including any instructions regarding outstanding issues from the Negotiation Phase and details of the agreed amendments to the draft Contract. It will also identify any updated versions of all ITN Documentation and ITN Materials and the current contents of the Data Room.
	3. Where you have any clarification questions regarding the requirements or the procurement process during the Final Tender Phase, these must be made in accordance with paragraph 3 (Clarification Questions) in Annex C (Guidance to Tenderer).
	4. The Final Tender must be comprehensive and comprise your complete offer.
4. CONTRACT AWARD
	1. Contract award notices will be issued to you following completion of the Authority's Contract approval process.

1. – INSTRUCTIONS ON PREPARING TENDER
2. GUIDANCE INSTRUCTIONS
	1. Guidance on preparing and submitting your Tender is set out in Annex B (Defence Sourcing Portal Guidance) and Annex C (Guidance to Tenderer) and should be read in conjunction with Annex D (Evaluation of Tender).
3. QUALIFYING DEFENCE CONTRACTS

**Defence Reform Act 2014 – Part 2, Single Source Contracts**

* 1. It is expected that this ITN will result in Qualifying Defence Contract ("**QDC**") under the Defence Reform Act 2014 ("**DRA"**) and Single Source Contract Regulations 2014 ("**SSCR**"). You should therefore understand the implications in the event that it does result in a QDC and price your bid accordingly.
	2. The DRA enables the SSCR, which applies to:
		+ - 1. new contracts with a value of £5M (ex VAT) or above; and
				2. amended contracts where the amended contract has a value of £5M (ex VAT) or above, and both parties agree that the amended contract should be a QDC.
	3. The DRA and SSCR set out the criteria for determining when a single source contract is a QDC. Any new single source contract which meets the legislative criteria will be a QDC, unless exempt by the Secretary of State for Defence. Exemptions will only be granted in exceptional circumstances.
	4. The DRA also sets out the criteria for determining when a sub-contract is a Qualifying Sub-Contract ("**QSC"**) to which the DRA and SSCR will apply. Any single source sub-contract in excess of £25M (ex VAT), placed in support of a QDC or another QSC and which meets the criteria in the DRA and SSCR, is potentially a QSC. Responsibility for assessing whether a sub-contract is a QSC lies with the party placing the sub-contract. You therefore have an obligation, set out in SSCR Regulation 61, to determine whether any planned sub-contract is a QSC. For any sub-contract of £15M (ex VAT) or over, you must keep a record of your assessment and notify the Authority in writing that an assessment has been made, prior to contract award.
	5. The DRA and SSCR cover such matters as the pricing of QDCs, the information, openness and transparency that the parties must provide to each other and the rights and obligations of both parties to a QDC once on contract.

**QDC Pricing**

* 1. The DRA requires a contractor to be satisfied that the costs proposed for inclusion in the price of a QDC are Allowable Costs, in that they are Appropriate, Attributable and Reasonable ("**AAR"**). The Authority is obliged to ensure that your costs are AAR and at any time you may be required to show that this is the case in relation to any particular cost. The Single Source Regulations Office ("**SSRO"**) has issued Statutory Guidance on Allowable Costs ("**SGAC"**) which can be found on their website and which the parties to a QDC will be expected to adhere to, other than in exceptional circumstances. Either party to a QDC may subsequently make a referral to the SSRO for an adjustment of the contract price, if that party believes the price agreed was not in accordance with the requirements of the DRA and/or SSCR.
	2. The DRA requires that the contract profit rate agreed between the parties for QDCs must be agreed in accordance with the provisions of the DRA and SSCR.

**QDC Reporting**

* 1. It is expected that this ITN will lead to a QDC and accordingly, you will be obliged, under the DRA and associated regulations, to submit QDC Contract Reports to the Authority and the SSRO. The Authority will require you to use the SSRO's online reporting system Defence Contract Analysis & Reporting System ("**DefCARS**") to submit the QDC Contract Reports. The QDC Contract Reports that will be required are:
		+ - 1. the Contract Initiation Report (comprising the Contract Pricing Statement, the Contract Notification Report and the Contract Reporting Plan) within one month of contract award;
				2. Quarterly Contract Reports ("**QCR**") (where the contract value is £50M (ex VAT) or above); Interim Contract Reports and any other 'on demand' reports as specified elsewhere in this Tender; and
				3. a Contract Completion Report and a Contract Costs Statement, at the end of the Contract.

Details of reporting requirements can be found on the SSRO website, see their document reporting guidance and DefCARS.

* 1. You must agree with the Authority which Defined Pricing Structure ("**DPS"**) will be used for its reporting, if not already specified by the Authority in this Tender. The DPS is published by the SSRO and used as the basis of reporting your forecast and actual costs through DefCARS. (Note: for the QCRs you may report costs using its own reporting structure, rather than the agreed DPS).
	2. The Defence Commercial Toolkit provides further information about the new single source legal framework.
1. – DETAILS OF COST BREAKDOWN AND MANDATORY CRITERIA
2. GENERAL
	1. When placing any contract, the Authority is required to satisfy that the agreed price represents Value for Money ("**VFM**"). In single source contracting you must provide to the Authority sufficient information in support of your price proposal and during subsequent price negotiation, to enable the Authority to fulfil its obligation to assure VFM. The Authority approaches all contract pricing on the basis of the 'No Acceptable Price, No Contract' principle (the "**NAPNOC principle**") and accordingly, the Authority will not enter into any contract that is unacceptably priced.
3. COST BREAKDOWN REQUIREMENTS
	1. Detailed below is the information and evidence the Authority requires to assess the contract and Sub-contract proposals submitted in response to this Tender dated 16 December 2022. Subject to paragraphs 20.2 or 20.4, or unless otherwise agreed with the Authority, the information detailed must be submitted as part of the Tender response.
	2. You may have already provided some of the information detailed below as part of a separate investigation / agreement with the Authority (e.g. the methodology used to determine overhead cost recovery rates). If so, you must provide details and dates of any such agreements.
	3. On the basis that this Tender is expected to lead to a QDC, you must provide sufficiently detailed information to the Authority to support its price proposal, to satisfy the statutory obligations placed on you by the DRA and the SSCR. Further information about the DRA and SSCR provisions can be found on the Defence Commercial Toolkit and on the [SSRO website](https://www.gov.uk/government/organisations/single-source-regulations-office).
	4. The aim of the Authority's assessment is to satisfy itself that your proposed costs are AAR. For a QDC you will be legally required to submit a Contract Pricing Statement within one month of contract award, detailing the facts, assumptions and calculations underpinning the contract price, as indicated at paragraph 18.8. You should therefore aim to supply a similar level of detail to support your tendered price. The Authority may request further supporting information, in the event the information supplied with your Tender is insufficient to enable the Authority's assessment to be completed.
4. CONTRACTOR DATABOOK
	1. You must return a Contractor Databook with your Tender response. Where any resultant contract spans multiple financial years, the relevant section of the Contractor Databook (DB2.1 - Allowable Costs Breakdown) must be expanded to include discrete breakdowns for each financial year, to align with your accounting period. The Databook contains full instructions for completion.
5. WORK BREAKDOWN STRUCTURE
	1. You must provide a Work Breakdown Structure ("**WBS"**), representing a hierarchical breakdown of the work packages / activities that need to be performed to deliver the required Contractor Deliverables. The WBS when completed should provide detail proportionate to the value and complexity of the requirement covered by the Tender.
6. ORGANISATION BREAKDOWN STRUCTURE
	1. You must provide an Organisation Breakdown Structure ("**OBS"**) that maps across to your WBS.
	2. The OBS must be supported by a resource plan detailing the personnel that will be assigned to the delivery of any resultant contract, specifically identifying any additional personnel not currently available, that will need to be acquired, together with the assumed timescales for their introduction.
7. MAKE OR BUY PLAN
	1. Your Tender must provide a Make or Buy Plan defining the criteria and rationale used for the apportionment of work within the proposed supply network. The plan must identify each sub-system, package of work, service or purchase of components and raw materials etc. whether or not you intend to seek competitive tenders. You must indicate your reasons for not seeking competition (i.e. competition not practicable or not reasonable for other reasons which must be stated). For contracts valued at £5M (ex VAT) and above, the Make or Buy Plan must provide the following information for each sub-system, package of work, service, purchase of components and raw materials:
		* + 1. the name and address of the proposed sub-contractor(s); or
				2. the list of tenderers and timeline that is being considered for competitively placed requirements;
				3. the approximate value of the sub-contract or order;
				4. the means by which prices are to be determined as fair and reasonable (e.g. by incorporation into the sub-contract or order the text of the relevant Appendix of DEFCONs 802, 804, 811, 812, 814 and 815, as applicable);
				5. the delivery programme; and
				6. other relevant factors.
8. QUESTIONNAIRE ON METHOD OF ALLOCATION OF COSTS
	1. Your Tender must identify the Questionnaire on Method of Allocation of Costs ("**QMAC"**) on which your cost estimate is based, together with its status. If you have never agreed a QMAC with the Authority, you must provide details of the method and rationale used for the allocation and apportionment of costs, and the means you use to determine your overhead recovery rates.
9. COST BREAKDOWN
	1. Your Tender must provide a cost breakdown that clearly indicates the way in which the proposed costs for the work described in the proposal have been derived. If your company agrees Cost Recovery Rates with the Authority, you must use the latest Promulgated Rates and provide the date and reference of the agreement letter. If your Company does not regularly agree Cost Recovery Rates with the Authority, you must explain the basis of the rates applied.
	2. Your cost breakdown must be constructed to enable the Authority to understand the relationship between the costs you have estimated and the Contract 1 Terms and Conditions. Any assumptions and dependencies that have a bearing on the allocation of commercial risk must be detailed.
	3. Your cost breakdown should indicate the amounts quoted for each of the main cost types broken down by cost centre / department / division and by planned spend per your Accounting Period.
	4. Your cost breakdown must provide sufficient detail to enable the Authority to assess whether the cost allocated to each of the key work packages, within the WBS down to the level specified in paragraph 22, are Allowable Costs (see sub-paragraph 22.5(e)).
	5. Your Tender must provide the following detail, for each work package in the WBS:
		* + 1. the direct costs associated with each work package. In this respect, a direct cost is one that can be completely attributed to the delivery of the work package concerned, including materials costs, labour costs, sub-contract costs, other direct costs and any capital costs relating to expenditure on special to type equipment. You must also include spend profiles for labour and materials broken down by Financial Year;
				2. the direct labour hours used to estimate the cost of each work package, broken down by band / grade and indicating the charging rates applied. Where applied, the annual utilisation rates used to derive the direct labour hour estimates. Any annual escalation applied to the rates must be detailed separately and the rationale provided;
				3. any overhead and / or indirect costs relating to the general conduct of your business and which have been attributed to each work package. You must provide the methodology used to attribute indirect costs to work packages, if not already provided (e.g. under paragraph 26.2);
				4. any risk contingencies associated with each work package must be quantified and substantiated. You must conduct a detailed risk assessment covering: schedule, technical performance, cost and commercial risks and supply a Risk Register with Risk Analysis, along with the Risk Analysis rationale. You must also identify the methodology for managing and eliminating / minimising risks off-set against the Risk Analysis and its impact on cost growth and programme. The register must also include an assessment of costed opportunities relating to applying improved techniques / practices, exploiting technology or pursuing other approaches that would yield VFM;
				5. a statement detailing the rationale that underpins the estimate for each work package together with evidence that demonstrates the estimated costs are Allowable. The statement must include:
			1. details of any historic / recorded costs used to inform the development of the estimate supported by the rationale for any adjustments that may have been applied to the data to reflect different circumstances. Where no adjustments have been made, you must provide the rationale for applying historic / recorded costs;
			2. details of any scrap and rework costs included in the historical costs provided in response to sub-paragraph 26.5(i) above, specifically identifying the reasons why the scrap and rework occurred; and
			3. any particular processes and / or techniques that are reflected within the estimate for the work package concerned;
				1. details of your estimating policy (e.g. estimating handbooks or guidance material) that have been applied to determine the tendered price(s), together with confirmation that the Authority will be afforded unrestricted access to such documentation, if requested.
	6. You must provide copies of any quotes for purchase of materials valued in excess of £100,000 and sub-contracted work with an estimated value in excess of £100,000.
	7. You must annotate all relevant economic and other assumptions on which the costs identified in the cost breakdown are dependent (e.g. inflation, interest rates, and taxation rates). Any elements for which the application of a Variation of Price ("**VOP"**) mechanism is proposed, must be supported by the rationale and details of the suggested VOP mechanism.
	8. If applicable you should provide details of any quantified productivity improvements / efficiency gains (including any cost benefit from company re-organisation) expected to be realised over the life of the contract, detailing the Financial Year they are expected to apply. You should identify separately, any costs included with the estimate that are expected to contribute to the realisation of those improvements. Any proposed investments should be supported by a quantitative analysis demonstrating the benefits.
	9. Your cost estimate must reflect the assumptions you have made, including those concerning the anticipated percentage split of Authority / commercial workload for the duration of the contract, which you must provide with your tender, profiled by year.
10. PROFIT BREAKDOWN REQUIREMENTS FOR A QDC
	1. You must identify the profit rate(s) used to determine the tendered price(s), together with details of how each rate has been derived. For a QDC, the agreement of the Contract profit rate is a six-step process, described in the [SSRO Baseline Profit Rate Guidance](https://www.singlesource.org.uk/ssro/cpr/2.html). Step 1, the Baseline Profit Rate ("**BPR"**), must be the BPR in force at 1 April in the period 1 Apr – 31 Mar in the year in which any resultant contract is signed. The same applies to step 4 - SSRO funding adjustment and step 6 - Capital Servicing Allowance – CSA. Your tender may propose adjustments for step 2 - risk adjustment, step 3 - Profit on Cost Once ("**POCO"**) and step 6 - Capital Servicing Allowance ("**CSA"**), provided you show they are in accordance with SSRO Statutory Guidance on profit rate adjustments. Whether or not you propose adjustments for steps 2, 3 and 6 in your tender response, these will need to be negotiated with you during the price negotiation. Step 5 is an incentive adjustment which is solely for inclusion at the Authority's discretion. If the Authority decides there is justification to include step 5, the amount will be negotiated with you during the price negotiation.
11. – CONDITIONS OF TENDERING
12. NO COMMITMENT
	1. The issue of ITN Documentation or ITN Materials is not a commitment by the Authority to enter a contract as a result of this Contract procurement or at any time. Neither does the issue of this ITN or subsequent Tender submission create any implied contract between the Authority and you and any such implied contract is expressly excluded. The Authority reserves the right, but is not obliged to:
		* + 1. withdraw this ITN at any time, or re-invite Tenders on the same or any alternative basis;
				2. choose not to award any contract as a result of the current Contract procurement process (the Authority will issue a notice of completion in such circumstances);
				3. change or waive (as appropriate) the basis, the requirements, the procedures and/or the timescale for this ITN and the Tender process; and/or
				4. terminate negotiations with you.
	2. The Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority to the address you provide, on or before the end of the validity period specified in paragraph 11 (Validity of Final Tender) in Annex D (Evaluation of Tender).
13. YOUR ACCEPTANCE OF TERMS OF THIS ITN
	1. The submission of an application to participate in the Tender process will be deemed as your acceptance of the terms of participation set out in this ITN in relation to this Contract procurement without qualification.
14. ELECTRONIC PURCHASING
	1. You must note that use of the [Contracting, Purchasing and Finance (CP&F)](https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system) electronic procurement tool is mandatory for any resultant Contract awarded following this Tender. By submitting a Tender, you agree to electronic payment. You should consult the service provider in relation to connectivity options. Failure to accept electronic payment will result in a Tender being deemed Non-Compliant and disqualified from further participation in this Contract procurement.
15. ITN DOCUMENTATION AND ITN MATERIALS
	1. The information contained in the ITN Documentation and the ITN Materials has been prepared in good faith. The Authority does not give any warranty as to the accuracy or completeness of any information provided.
	2. It is the responsibility of you to ensure that it has undertaken its own due diligence in formulating your responses and your Tender. The Authority will not warrant/certify any third party information required by you in formulating your responses and Tender.
	3. In furnishing the ITN Documentation and/or the ITN Materials to you, the Authority and the Authority's advisers undertake no obligation to provide you with access to any additional information or to update the ITN Documentation or the ITN Materials or to correct any inaccuracies herein which may become apparent. The information contained in the ITN Documentation and/or the ITN Materials may be changed by the Authority from time to time without any prior (or any) notice being given. In the ITN Documentation and the ITN Materials words such as "anticipates", "expects", "projects", "intends", "plans", "believes", "will", and such words and terms of similar substance, indicate the present expectation of future events, which are subject to a number of factors and uncertainties that could cause actual requirements and circumstances to differ materially from those described.
16. INTELLECTUAL PROPERTY IN ITN DOCUMENTATION AND ITN MATERIALS
	1. The ITN Documentation, ITN Materials 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 shall obtain any right, title or interest therein.
	2. You must:
		* + 1. take responsibility for the safe custody of the ITN Documentation and ITN Materials and for all loss and damage sustained to it while in your care;
				2. not copy or disclose the ITN Documentation or any part of it to anyone other than the team involved in preparing its Tender, and not use, reproduce or store it (in any medium, in whole or in part) except for the purpose of responding to this ITN;
				3. seek written approval from the Authority if you need to provide access to any ITN Documentation or ITN Materials to any Third Party;
				4. abide by any reasonable conditions imposed by the Authority in giving its approval under paragraph 32.1, which at a minimum will require you to ensure any disclosure to a Third Party is made in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
				5. accept that any further disclosure of ITN Documentation or ITN Materials (or use beyond the original purpose), or further use of ITN Documentation or ITN Materials, without the Authority's written approval may make you liable for a claim for breach of confidence and/or infringement of IPR and thereby responsible for a remedy which may involve a claim for compensation;
				6. inform the Authority's Commercial Officer if you decide not to submit a Tender;
				7. immediately return all ITN Documentation, ITN Materials and derived information of an unmarked nature, should you decide not to respond to this ITN, or you are notified by the Authority that your Tender has been unsuccessful; and
				8. consult the Authority's Commercial Officer to agree the appropriate destruction process if the you are in receipt of ITN Documentation and ITN Materials marked 'OFFICIAL-SENSITIVE' or 'SECRET'.
	3. Some or all of the ITN Documentation and ITN Materials 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 32.2 above.
17. VARIANT TENDER
	1. The decision to invite a single source response is based on the scope of the requirement. Where you submit a variant bid that is outside the scope of the requirement the Authority may be obliged to compete the requirement.
	2. An Initial Tender made subject to additional or alternative contract conditions alone is not a Variant Tender. At Final Tender stage, the Authority may treat the Tender as Non-Compliant where it includes any such additional or alternative contract conditions and the Authority reserves the right to exclude such Tender from the Contract procurement.
	3. You should note that the Authority will deem Non-Compliant and will not consider the Final Tender if it:
		* + 1. seeks to combine more than one Contract; and/or
				2. offers terms which vary if contracts or parts of contracts are combined with the Contract to which this ITN relates or if more than one Contract is awarded to you.
18. INDEPENDENT ASSESSMENT REQUIRED
	1. The ITN Documentation and/or the ITN Materials are not intended to form the basis of any investment decision or of any investment recommendation by the Authority or any of the Authority advisers and does not purport to be all-inclusive or to contain all the information that you may require. Each person to whom the ITN Documentation and/or the ITN Materials is made available must make their own independent assessment of it after making such investigation and taking professional financial, legal or other advice, as they deem necessary.
19. TENDER EXPENSES AND WORK UNDERTAKEN DURING THIS PROCUREMENT
	1. Where a non-competitive Tender leads to a new contract, the Authority will reimburse your reasonable bid preparation costs, subject to any limit of liability made known to you in writing by the Authority, either in this Tender documentation or elsewhere. Any such costs must be charged as direct costs to the contract to which they relate.
	2. Where a non-competitive Tender does not lead to a new contract, the Authority's position in relation to your bid preparation costs will depend on the reason the contract does not proceed.
	3. Where the Tender does not proceed for reasons of the contractor's decision not to proceed, the Authority will not reimburse any of your bid preparation costs, either directly or through indirect cost recovery methods.
	4. Where the Tender process is terminated or amended by the Authority, the Authority will reimburse your reasonable bid preparation costs, subject to any limit of liability made known to you in writing by the Authority, either in this Tender documentation or elsewhere. Because such costs are not permitted to be recovered indirectly against other non-competitive contracts, the Authority will in these circumstances request you to submit a cost statement detailing your reasonably incurred costs, which the Authority will have the right to review, before agreeing with you the means of making the finally agreed settlement.
	5. In addition, the Authority shall not be responsible in any way whatsoever for any work undertaken by you during this procurement.
20. GUARANTEES
	1. The Authority may require the provision of one or more guarantee(s) in the form set out in Schedule 26 (Guarantees) of the Contract 1 Terms & Conditions. The required guarantee will be a financial and performance guarantee, by the parent, of all of your obligations relating to the Contract (i.e. the Contract and any related contracts which the Authority and you may enter into pursuant to the Contract ) or such other form of guarantee or security as may be acceptable to the Authority.
	2. You will be informed whether you are required to provide a guarantee in the event that your Tender is successful. No Contract will be awarded until a guarantee, where required, is in place. Failure to provide a required guarantee, may result in you no longer being successful under this ITN.
	3. If you are Tendering for this Contract as a Consortium, parent company guarantees must be joint and several and be provided by the parent of each Consortium member.
21. SHARED DATA ENVIRONMENT
	1. There is a requirement for a Shared Data Environment. You should note that the Shared Data Environment will be hosted by the Authority. You shall be required to enter into an Electronic Information sharing agreement when so requested by the Authority.
22. OTHER AGREEMENTS
	1. Where required by the Authority, you are expected to be required to enter into:
		* + 1. an Admission Agreement as described in Schedule 22 (Staff Transfer) of the Contract 1 Terms & Conditions; and
				2. a Direct Agreement (as set out in Schedule 24 (Form of Direct Agreement) of the Contract in respect of any identified Key Sub-Contractors).
	2. You must satisfy yourself about what licenses, permits and consents you will be required to hold before being able to carry out the Services.
23. CYBER RISK CONTRACTOR ASSURANCE QUESTIONNAIRE
	1. Cyber Risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of "high". You are required to complete the Contractor Assurance Questionnaire accessible via: https://www.gov.uk/guidance/defence-cyber-protection-partnership and submit this as part of your Tender response, together with a Cyber Security Implementation Planas appropriate.
24. GOVERNMENT FURNISHED EQUIPMENT AND REDUNDANT MATERIEL
	1. Where the Authority provides Government Furnished Equipment ("**GFE**") in support of this Contract procurement, you must include details of the GFE in your Public Store Account and treat it in accordance with DEF STAN 05-099. You can access the DEF STAN by signing into the Defence Commercial Toolkit.
25. CONFLICTS OF INTEREST AND ETHICAL WALLS
	1. Any attempt by you or its advisors to influence the contract award process in any way may result in your Tender being disqualified. Specifically, you shall not directly or indirectly at any time:
		* + 1. devise or amend the content of your 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;
				2. 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;
				3. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender; or
				4. canvass the Authority or any employees or agents of the Authority in relation to this Contract procurement.
	2. You must notify the Authority immediately where you have provided advice to the Authority in relation to this procurement or otherwise have been or are involved in any way in the preparation or conduct of this procurement, or where any other actual or potential conflict of interest exists, arises or may arise or any situation arises that might give the perception of a conflict of interest at any point before the Contract award decision.
	3. Where an actual or potential conflict of interest exists or arises, or any situation arises that might give the perception of a conflict of interest at any point before the Contract award decision, you must notify the Authority immediately and provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual, potential or perceived conflict of interest. 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 fully meets the requirements listed at sub-paragraph 41.3(a) to 41.3(g) below. Where the Contract is awarded and the conflict of interest is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract 1 Terms & 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.
	4. You are ultimately responsible for ensuring that no conflicts of interest exist between you and your advisers, and the Authority and its advisers. Where you fail to comply with the requirements described in this paragraph 41 (including where the Authority does not deem your proposed Compliance Regime to be of a standard which appropriately manages the conflict), that your Tender may, at the discretion of the Authority, be deemed Non-Compliant and disqualified from the procurement.
26. 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 and related aspects of good procurement practice and answering Freedom of Information Requests.
	2. For these purposes, the Authority may share within government any of their documentation / information (including any that you consider to be confidential and/or commercially sensitive such as specific Tender information) submitted by you to the Authority during this Contract procurement. You must identify any sensitive information in the DEFFORM 539A and consent to these terms as part of the Contract procurement process. This allows the Authority to share information with other government departments while complying with its obligations to maintain confidentiality.
	3. The Authority reserves the right to disclose on a confidential basis any information it receives from you during the Contract procurement process (including information identified by you as commercially sensitive information in accordance with the provisions of this ITN) to any of the Authority's advisers or any Third Party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the your Tender. In providing such information, you consent to such disclosure.
27. TRANSPARENCY, FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS
	1. The Authority shall publish notification of the Contract and publish Contract documents where required following a request under the Freedom of Information Act 2000 (the "**FOIA**") except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition between tenderers.
	2. The Authority may publish the contents of any resultant Contract in line with government policy set out in the government's [Transparency Principles](https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) and in accordance with the provisions of Clause 42 (Transparency and Freedom of Information (DEFCON 539 (01/22))) of the Contract 1 Terms & Conditions.
	3. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the FOIA or the Environmental Information Regulations 2004 (the "**EIR**"). You must complete the attached Tenderer's Sensitive Information form (DEFFORM 539A) explaining which parts of your Tender you consider to be Contractor's Commercially Sensitive Information (as defined in the Contract 1 Terms & Conditions). If your Tender is successful, your completed DEFFORM 539A will form the basis of Schedule 14 (Commercially Sensitive Information) to the Contract.
	4. As part of completing DEFFORM 539A, you must provide details of a named individual who can be contacted with regard to FOIA and EIR. You should note that, while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that you will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.
28. DATA PROTECTION
	1. The Authority will Process Personal Data provided in any Tender only for evaluation under this procurement for the stated requirement. The Authority will comply with its obligations as a Controller under the Data Protection Legislation.
29. PUBLICITY ANNOUNCEMENT
	1. The Authority will publish notification of the Contract award and Contract documents (with sensitive information redacted, as appropriate) under the Government's Transparency Agenda except where publishing such information would hinder Law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain. You should complete and return Schedule 14 (Commercially Sensitive Information) as set out in paragraph 34.3 (Transparency, Freedom of Information and Environmental Information Regulations) above.
	2. If you wish to make a similar announcement, you **must** seek prior approval from the Authority's 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 through the Defence Sourcing Portal 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.
	3. Under no circumstances should you confirm to any Third Party (other than their professional advisers and insurers, provided they are subject to an appropriate duty of confidentiality) the Authority's acceptance of an offer of contract prior to the Authority's announcement of the award of the Contract.
30. MATERIAL CHANGE OF CONTROL
	1. You must inform the Authority in writing as soon as you become aware of:
		* + 1. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your DPQQ response or in connection with the submission of your DPQQ response;
				2. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your DPQQ response or in connection with the submission of your DPQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member;
				3. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; or
				4. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:
			1. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;
			2. the identity of the Consortium Arrangement or Sub-Contracting Arrangement;
			3. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and
			4. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.
	2. Material changes include:
		* + 1. any material Change of Control, composition, membership or responsibilities of you and/or any Consortium or Consortium member(s);
				2. the establishment of any Consortium or a change in the role of Sub-Contractors to Consortium members, or the addition of any Key Sub-Contractors; and
				3. any material changes to the financial standing of you and/or any Consortium member.
	3. If a change described in paragraph 46.1 occurs, the Authority may:
		* + 1. re-assess you against the DPQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended DPQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to proceed with the procurement; and/or
				2. review and evaluate the change so notified and make decisions in relation to the procurement based on such evaluation, including:
			1. requiring further information to be provided by you;
			2. excluding you from the procurement, for example where you no longer meets the requirements of the DPQQ; and/or
			3. requiring you to meet conditions specified by the Authority to allow your continued participation in the procurement.
	4. In relation to a change described in paragraph 46.1, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your DPQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in the ownership or control of any Consortium Arrangement or Sub-Contracting Arrangement.
	5. The Authority reserves the right, at its sole discretion, to disqualify you if you make any material change to any aspects of your responses to the DPQQ if:
		* + 1. they fail to re-submit to the Authority the updated relevant section of your DPQQ response providing details of such change in accordance with paragraph 46.4 as soon as is reasonably practicable and in any event no later than five (5) Business Days following request from the Authority; or
				2. having notified the Authority of such change, the Authority considers that the effect of the change is such that, on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, you would not have pre-qualified.
	6. Annex A (Tender Submission Document (Offer)) includes a requirement for self-certification of your good standing and ability to continue to meet the requirements set out in the DPQQ and that there have been no material changes of circumstances since your DPQQ response. The return of Annex A, signed by a main board director and each Consortium member where applicable, is a pre-condition for you continuing in this procurement.
31. AUTHORITY'S ADVISERS
	1. For the purposes of this ITN and the Tender process, the Authority's advisers are acting exclusively for the Authority and will not be responsible to anyone other than the Authority for work carried out by them in connection with this ITN. Neither the Authority, nor any of the Authority advisers, shall be liable for any costs or expenses incurred by you or other recipient of this ITN in connection with the Tender process, discussions and negotiations including if the Tender process is terminated, suspended or amended by the Authority. All applications, responses, solutions and submissions relating to this ITN and/or the Tender process are made and subsequent discussions and negotiations are entered into at your risk.
	2. You must ensure that you do not approach the Authority's advisers to ask them to undertake any work on your behalf which leads or may lead to a conflict of interest for such Authority adviser in connection with their role advising the Authority in connection with the DMS-NG procurement.
32. CONSULTATION WITH CREDIT REFERENCE AGENCIES
	1. The Authority may consult with credit reference agencies to assess your credit worthiness. This information may be used to support and influence decisions to enter into a contract with you.
33. TRANSFERRING EMPLOYEES
	1. It is for you to make your own determination as to the application of Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ("**TUPE**") and the Authority makes no warranty or representation as to its application.
	2. To the extent that TUPE Data is relevant to this ITN, it will be included in the Data Room. This information must be treated on a confidential basis and is released to you in accordance with the terms of the non-disclosure agreement that you signed as a condition of participation in this procurement. You must not copy or use the TUPE Data except for the purposes of preparing your Tender and must return it, and any copies of it, if unsuccessful in the procurement.
	3. Any TUPE Data has been supplied by the Incumbent Service Provider and/or their Sub-Contractors. The Authority has no control over the content of the TUPE Data and has not verified or approved the TUPE Data. It is provided for you such that you may wish to take your own professional or specialist advice on the basis of the following terms of use:
		* + 1. the Authority does not make any representations, warranties or guarantees, whether express or implied, that the TUPE Data is accurate, complete or up to date;
				2. the Authority accepts no liability for any inaccuracies in the TUPE Data; and
				3. TUPE Data is provided for information only. It is not intended to amount to advice on which you should rely. You shall obtain professional or specialist advice before taking, or refraining from, any action on the basis of the TUPE Data.
	4. By accessing the TUPE Data you hereby confirm and accept the above terms of use. If you do not agree to these terms, you must not access the TUPE Data.
	5. The Authority does not anticipate that any existing Authority staff will be subject to transfer under TUPE as a result of this contract.
	6. If it transpires that former public sector employees are in scope of TUPE, you will be expected to (i) comply in full with its obligations under new "Fair Deal for staff pensions" policy ("**NFD**") whereby such employees TUPE transfer and remain eligible for NFD protection to participate in the relevant public sector pension scheme following the transfer date and (ii) facilitate giving such employees the option to bulk transfer past service. The new "Fair Deal" policy, can be found at <https://www.gov.uk/government/publications/fair-deal-guidance>.
	7. The Authority will procure that you are indemnified in respect of any employee liabilities which relate to the period prior to the relevant transfer date and liabilities which rise from any former supplier's failure to inform and consult provided the Authority is able to recover any such liabilities under relevant indemnity protection from the relevant former supplier.
	8. If your Tender is successful, you will be required to indemnify the Authority and any former suppliers in respect of any employee liabilities which arise from its acts or omissions in respect of the relevant transfer, including any failure to inform and consult and from any proposals to make detrimental changes to working conditions or the terms and conditions of employment.
	9. In preparation for a service transfer to a replacement supplier, termination or partial termination of the current contracts detailed in paragraph 2.1 (Introduction to the DMS-NG Programme), if your Tender is successful you will be required to:
		* + 1. provide staffing information as requested to assist with any onward transfer of staff;
				2. warrant the accuracy of all staffing information provided to the Authority for the benefit of the Authority and any replacement supplier; and
				3. retain any liabilities, including liabilities which relate to the period prior to the onward transfer date and liabilities which arise from its failure to inform and consult.
34. LOTS
	1. This requirement has not been split into lots.
35. SAMPLES
	1. Samples are not required.
36. APPLICABLE LAW
	1. You must comply with:
		* + 1. the Laws of England and Wales; and
		1. any equivalent legislation in a third state.
	2. 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 they may be treated as Non-Compliant and disqualified from this Contract procurement for Non-Compliance. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that their conduct may attract.
	3. You must report any Tender rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this Tendering exercise to:

Defence Regulatory Reporting

Telephone Hotline 0800 161 3665

Overseas +44 1371 854 881

* 1. The courts of England and Wales will have exclusive jurisdiction in relation to any disputes arising from this ITN and/or the ITN Documentation and/or ITN Materials.
1. REMEDIES FOR ACTIONABLE CONTRAVENTIONS UNDER THE DEFENCE REFORM ACT 2014
	1. It is expected that this ITN will result in a Qualifying Defence Contract under the DRA and therefore, you should be aware that if you fail to comply with certain aspects of the legislation then the Authority may issue a Compliance Notice to you. If you continue to fail to comply, the Authority may serve you with a Civil Penalty, as provided in the SSCR. If you believe either a Compliance Notice or a Civil Penalty is unjustified, you may appeal the matter to the independent Single Source Regulations Office.
2. Reportable requirements
	1. Listed in the DEFFORM 47ST 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 your tender submission.
	2. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority's evaluation of your Tender, as detailed in Section D.
	3. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your bank and the relevant bank account number on contract award.