



Defence  
Infrastructure  
Organisation

**HESTIA**

**INVITATION TO NEGOTIATE (ITN)**

**SPECIAL NOTICES AND INSTRUCTIONS TO  
TENDERERS**

**EAST REGION MULTI ACTIVITY CONTRACT**

**DIOCB6/028**

**Version V1**

**HESTIA EAST REGION MULTI ACTIVITY  
CONTRACT**

**INVITATION TO NEGOTIATE**

## 1. INVITATION TO NEGOTIATE

- 1.1. This Invitation to Negotiate (ITN) relates to the contract notice advertised in the Official Journal of the European Union (OJEU) on 08 January 2016 reference 2016/S 007-008847 and follows the submission and evaluation of the Pre-Qualification Questionnaire (“PQQ”) responses. The Ministry of Defence (the “Employer”) is conducting this procurement using the Competitive Negotiated Procedure in accordance with the requirements of the Defence & Security Public Contracts Regulations SI 2011 No 1848 (The “Regulations”).
- 1.2. Following completion of the PQQ stage of the process, the Tenderers invited by the Employer to respond to this ITN (in no particular order) are:
- 1.2.1. ISS Mediclean Limited - Trading as ISS Facility Services Defence
  - 1.2.2. Compass Contract Services (UK) Limited - Trading as ESS
  - 1.2.3. Carillion Services Limited (joint venture with Aramark Limited)
  - 1.2.4. Sodexo Limited
- (the “Tenderers”)
- 1.3. This ITN relates to the provision of Soft Facilities Management Services in the East Region Multi Activity Contract (referred to throughout as “The Project” or “Project HESTIA”).
- 1.4. This ITN provides information on key aspects of the Project and the way in which the procurement process will operate.
- 1.5. This ITN is made available on condition that it is used in connection with this procurement process and for no other purpose. The attention of Tenderers is drawn to Special Notices and Instructions to Tenderers (SNITS) Part 1, General Notices and, in particular, the confidentiality requirements set out at paragraph 10.

## 2. INTERPRETATION

- 2.1. The definitions of terms used in this ITN and SNITS are listed in Annex A – Glossary of Terms.
- 2.2. In the event of any inconsistency between the provisions of this ITN and any previously issued information, the provisions of this ITN shall prevail. Save to the extent expressly referenced herein, the ITN supersedes all previous documents and information that has been issued to Tenderers.

## 3. CONTENT OF THIS DOCUMENT

- 3.1. This ITN is divided as follows:

Document	Title
ITN	This Invitation to Negotiate - paragraphs 1-3 above
Special Notices and Instructions to Tenderers (SNITS) is divided into Parts and Annexes as follows:	
Part 1	General Notices
Part 2	Project HESTIA Requirements
Part 3	Competitive Negotiated Tender Process
Part 4	Evaluation Process

<b>Document</b>	<b>Title</b>
Part 5	Tender Submission Requirements
Annex A	Glossary of Terms in the ITN and SNITS
Annex B	Competitive Negotiated Process – Diagram
Annex C	Industry Day – Details
Annex D	Confirmation of Attendance – Form
Annex E	Clarification Meetings – Details
Annex F	Establishment Visits - Details
Annex G	Establishment Visit Protocol for Tenderers
Annex H	Certificate of Compliance – Identical Tender
Annex I	DEFFORM 28 – Tender Return Label
Annex J	Technical – Questions, Scoring, Weightings and Lowest Acceptable Score
Annex K	TUPE/HR Definitions, Questions Parts 1- 4
Annex L	Insurance Question
Annex M	Rebalancing Mechanism for Catering Question
Annex N	Document Naming Convention For Tender Responses
Annex O	DEFFORM 47 – Tender Submission Document (Offer)
Annex P	Mandatory Returns and Supporting Information Requirements
Annex Q	Government Buying Standards for Cleaning – Mandatory Returns Requirements
Annex R	Booklet 1 – Conditions of Contract – Acceptance or Rejection Certificate
Annex S	Booklet 2 – Pricing Information – Completion Instructions for Annex A Parts 1 and 2
Annex T	Booklet 3 – Service Information – Confirmation of Compliance Certificate

#### **4. TENDER DOCUMENTATION**

- 4.1. The documentation listed below together comprises the tender documentation for the HESTIA East Region Multi Activity Contract.
- 4.2. The contents of each document are listed in the Table of Contents found within each.
- 4.3. During the tender process individual Booklets or documents within Booklets may be revised, withdrawn or added to by issuing an amendment to the Invitation to Negotiate.
- 4.4. It is the responsibility of the Tenderer to ensure it refers to the current document and that no part or part page is missing or duplicated.

<b>Document</b>	<b>Title</b>
This document	Invitation to Negotiate and Special Notices and Instructions to Tenderers
Booklet 1	Conditions of Contract (includes the Glossary for Booklets 1 to 4)
Booklet 2	Pricing Information
Booklet 3	Service Information
Booklet 4	Employer Supplied Information
Booklet 5	Contractor's Plan – (the Accepted Plan on Contract Award)

**SPECIAL NOTICES AND INSTRUCTIONS TO  
TENDERERS**

**PART 1**

**GENERAL NOTICES**

**1. THE DEFENCE AND SECURITY PUBLIC CONTRACTS REGULATIONS SI 2011 No 1848 (THE REGULATIONS)**

- 1.1. The Employer is issuing this ITN to the Tenderers who have been selected by the Employer to participate in the procurement process for the purposes of supplying HESTIA East Region Multi Activity Contract Soft FM Services.
- 1.2. The Regulations require that the Employer publish a contract award notice in the OJEU after the award of the Contract. The contract award notice should contain information in the Regulations, which includes (but is not limited to) the following:
  - 1.2.1. the nature of the contract;
  - 1.2.2. the date of the contract;
  - 1.2.3. the name(s) and address(es) of the winning Tenderer(s)
  - 1.2.4. the value of the contract, or the lowest and highest offer taken into consideration.
- 1.3. The Employer will publish the information required in the Regulations except where to publish such information:
  - 1.3.1. would impede law enforcement;
  - 1.3.2. would otherwise be contrary to the public interest;
  - 1.3.3. would prejudice the legitimate commercial interest of any person; or might prejudice fair competition between suppliers.

Accordingly the Employer will, at its discretion, forward the above details to the OJEU not later than 48 days after contract award for publication unless the winning Tenderer raises any timely, specific and valid objections to the information being released.

- 1.4. Under no circumstances should a successful Tenderer confirm to any third party the fact of their acceptance of an offer of contract prior to informing the Employer of their acceptance and/or ahead of the Employer's announcement of the award of contract.
- 1.5. Tenderers are encouraged to share this ITN with bidding teams associated with the preparation and submission of any tender, subject always to the confidentiality requirements set out in this Part 1, General Notices, paragraph 10.

**2. PURPOSE OF THE SPECIAL NOTICES AND INSTRUCTIONS TO TENDERERS**

- 2.1. Special Notices and Instructions to Tenderers (SNITS) provide guidance and instructions on the Tender requirement and topics considered important by the Employer to assist in the production of a Tender response and subsequent negotiations. Consequently, it is essential that they are read and understood by all members of the Tenderer's team.
- 2.2. Tenderers are requested to check that all of the documentation listed in the Invitation to Negotiate has been received. In the event that a Tenderer considers he has not received the above documentation, or believes extracts are missing, he is requested to notify the Employer Point of Contact at paragraph 6.4 of the Special Notices and Instructions to Tenderers.

- 2.3. Tenderers should note that all documentation issued in this ITN is Crown Copyright and may only be copied and used for the purpose of preparing a response to the requirement. All documentation issued is to be returned to the Employer at the address in paragraph 6.4 either immediately after Contract award, or immediately in the case of any Tenderer who declines to bid.
- 2.4. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of this process. Under no circumstances will the Employer, or any of its advisers, be liable for any costs or expenses in this process borne by Tenderers, consortium members, sub-contractors, any other organisation relied upon, or advisers.

### **3. COMMUNICATIONS**

- 3.1. All Communication, whether written or oral, arising from this ITN and subsequent administration of the Contract will be conducted in the English Language. Tenders must submit their prices in £ Sterling exclusive of VAT.

### **4. PROCUREMENT ADMINISTRATION - AWARD SOFTWARE**

- 4.1. The Employer has engaged Commerce Decisions Limited to utilise the AWARD Software to support the ITN process. AWARD is available as an internet based portal, providing Tenderers access controlled via login and permissions. The following will be hosted and managed on AWARD for this procurement:
  - 4.1.1. Communication
  - 4.1.2. Virtual Data Room (VDR);
  - 4.1.3. Tender Documentation availability;
  - 4.1.4. Tenderer Clarification Question Process (including any Requests for Information);
  - 4.1.5. Electronic Initial Tender submission capability;
  - 4.1.6. Employer's evaluation of Tenders;
  - 4.1.7. Electronic correspondence required for the negotiation phase;
  - 4.1.8. Electronic submission of Final Tender submission;
  - 4.1.9. Employer's evaluation of Final Tender submission.
- 4.2. AWARD Software operating instructions are available on AWARD once login and permissions are issued. Tenderers will be advised the week commencing 23 May 2016 of how Tenderers will be given access to AWARD. Tenderers should familiarise themselves with the operating instructions once access has been granted. Use of and access to the software will be monitored to ensure the Tenderers are carrying out their responsibilities correctly.
- 4.3. Award Helpdesk support is available on Tel: 0845 6520252 / 01235 431100, Email: support@cd.qinetiq.com

### **5. VIRTUAL DATA ROOM (VDR)**

- 5.1. All Tenderers are provided with equal access to the AWARD Software hosting the VDR. This consists of an open area to which all Tenderers and selected Employer personnel will have access. The following applies to the operation of the VDR:
  - 5.1.1. The data and documents contained within the VDR are current only at the time of publishing – the information provided; particularly key dates may change during the procurement process.

- 5.1.2. Unless stated otherwise the VDR documents are intended as background/ contextual material and not as a HESTIA requirement or specification. The VDR documents do not include all the information a Tenderer may require. As such, the Employer shall not be liable for any loss or damage arising as a result of reliance on such information or any subsequent communication.
- 5.1.3. By accessing the VDR, and their own allocated area within it, Tenderers agree to keep the copying, use and distribution of the information provided solely for the purpose for which it has been made available – to develop a Regional Multi Activity Contract solution.
- 5.1.4. Should a Tenderer withdraw or be excluded from the procurement process, it will have no further access to the VDR.
- 5.1.5. If the information within the VDR needs to be updated the Employer will notify Tenderers via AWARD. It is recommended that Tenderers set up alerts to receive automatic notification of any changes to the VDR.
- 5.2. Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make all decisions relating to the Project and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement. Tenderers must form their own opinions, making such investigations and taking such advice as they consider appropriate.
- 5.3. Whilst the Employer will endeavour to ensure that information and documentation released by the Employer during the procurement process, whether through the VDR or as part of this ITN, is correct at the time of issue, neither the Employer or its advisors will accept any liability for its accuracy, adequacy or completeness, nor is any warranty, express or implied, given as to its accuracy, adequacy or completeness.
- 5.4. Paragraph 13 extends to liability in relation to statement, opinion or conclusion contained in, or any omission from, any of the ITN documents and in respect of any other written or oral communication transmitted or otherwise made available to any Tenderer, and no representations or warranties is made in relation to such statements, opinions or conclusions.

## **6. ADMINISTRATIVE COMMUNICATIONS**

- 6.1. Tenderers must each appoint one point of contact who will be responsible for all administrative communications with the Employer, and to whom the Employer should address any such enquiries during this procurement process. The name, address, telephone, facsimile numbers and email address of the Tenderer's contact must be notified (or confirmed if unchanged from that previously provided in the response to the PQQ) to the Employer's main contact at the address given at paragraph 6.4 below as soon as possible, but no later than ten (10) days from the date of issue of the ITN. Any subsequent changes to the Tenderer's contact details are to be notified to the Employer as soon as reasonably practicable.
- 6.2. Tenderers should familiarise themselves with the notices and instructions herein and within AWARD Software relating to communications via the Virtual Data Room (VDR), the clarification question process and processes for receipt of tenders, as detailed at paragraph 35.
- 6.3. The Table below details the various administrative communications and the channel to be used to communicate with the Employer.

Type of Communication	Document Reference	Route for Communication
Non receipt of complete Tender documentation (Hard Copy)	Part 1, Para 2.2	AWARD
Point of Contact Notification or confirm unchanged from PQQ – within ten (10) days of issue of ITN	Part 1, Para 6.1	AWARD
No access/issues with access to AWARD and documentation	Part 1, Para 4.2	AWARD via the Helpdesk
Notify any missing Tender documentation	ITN - Para 4.4 Part 1, Para 2.2	AWARD
Acknowledge Receipt of amendments to ITN – within five (5) working days	Part 1, Para 8.4	AWARD
Tenderer requires written permission from Employer for disclosure/ distribution of confidential information	Part 1, Para 10.3	AWARD
Withdrawal from Tender	Part 1, Para 2.3 Part 3, Para 51	Hard Copy to Point of Contact in Para 6.4
Material changes since PQQ	Annex P, Paras 29-30	AWARD
Industry Day - Confirmation of attendance	Annex D Part 3, Para 33.2	Email to Point of Contact in Para 6.4
Clarification Meeting - Confirmation of attendance	Annex D Part 3, Para 35.8	Email to Point of Contact in Para 6.4
Establishment Visits - Confirmation of attendance	Annex D Part 3, Para 36.2	Email to Point of Contact in Para 6.4
Request for additional Establishment Visit	Part 3, Para 36.4	Email to Point of Contact in Para 6.4
Request for extension – fourteen (14) working days before tender due date	Part 3, Para 39.8	AWARD
Negotiation Session - Confirmation of attendance	Annex D Part 3, Para 42.2	Email to Point of Contact in Para 6.4

- 6.4. All other administrative communications to the Employer, for instance relating to the attendees for site visits or clarification meetings, are to be made in writing to the Employer's main contact as follows:

Point of Contact: Miss Annmarie Hall  
Senior Commercial Manager  
HESTIA East Region Multi Activity Contract

Email: [DIO-HESTIAEastRgn@mod.uk](mailto:DIO-HESTIAEastRgn@mod.uk)

Telephone: 01264 383278

Address: Defence Infrastructure Organisation  
HQ Army, Delancey Building, Grd Flr (IDL 448)  
Marlborough Lines, Monxton Road  
Andover SP11 8HJ

- 6.5. The Employer will notify Tenderers of any changes to the contact details listed in paragraph 6.4 - Administrative Communications.

- 6.6. No Tenderer shall, without the prior written consent of the Employer, contact any Minister, servant or agent of the Employer about the Project prior to a Contract being entered into.

## **7. IN CONFIDENCE COMMUNICATION**

- 7.1. Each Tenderer will be allocated an individual secure area in the VDR site in AWARD, to which only selected Employer personnel and the relevant Tenderer will have access. This area provides an “in confidence” channel by which the Tenderer can correspond with the Employer.

## **8. DOCUMENT USE**

- 8.1. The information within the ITN is provided to Tenderers in both hard copy format and electronically via the VDR.
- 8.2. Publications and reference data pertaining to this requirement are also made available to Tenderers through the VDR. The information contained within the VDR is not exhaustive and Tenderers may request additional information to be included in the VDR during the procurement process through the clarification question process, which is explained at paragraph 35 of Part 1 of this ITN.
- 8.3. Should Tenderers require other clarification from the Employer on any aspect of the documentation, clarification questions should be submitted via the AWARD following the Clarification Process at paragraph 35.
- 8.4. Tenderers are required to acknowledge receipt of any amendments to the ITN documentation by email within five (5) working days of the date of the issue of the amendment.

## **9. INTELLECTUAL PROPERTY IN ALL ITN MATERIAL**

- 9.1. The Intellectual Property Rights in the ITN Material belong to the Employer. The ITN Material may only be used for the purpose of responding to this ITN and shall not be copied, or disclosed to anyone other than employees of the Tenderer.

## **10. CONFIDENTIALITY**

- 10.1. Subject to the exceptions referred to in paragraph 10.3 below, the information in this ITN is made available to Tenderers on condition that:
  - 10.1.1. Tenderers shall at all times treat the information in confidence;
  - 10.1.2. Tenderers shall not disclose, copy, reproduce, distribute or pass the Information to any other person at any time or allow any of these things to happen;
  - 10.1.3. Tenderers shall not use the Information for any purpose other than the purpose of preparing for, engaging in negotiation and making (or deciding whether to make) a Tender during this procurement process;
  - 10.1.4. Tenderers shall comply with the provisions of paragraph 50, (which contains restrictions on publicity activity within any section of the media); and
  - 10.1.5. Tenderers shall procure that each of the members of its tender preparation team who receives any of the information is made aware of, and complies with the provisions of, this paragraph 10 as if it were a Tenderer.

- 10.2. Any Tenderer who, in the Employer’s opinion breaches any of the requirements of paragraph 10 above may at the Employer’s sole discretion be disqualified from taking any further part in this procurement process (without prejudice to any other civil remedies available to the Employer).
- 10.3. Tenderers may disclose, distribute or pass the information to another person if either:
- 10.3.1. this is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the information confidential on the same terms as set out in these General Notices; or
  - 10.3.2. the Tenderer obtains the prior written consent of the Employer in relation to such disclosure, distribution or passing of information.
- 10.4. By participating in this procurement process, Tenderers understand and agree, and shall procure that all others whose information is supplied to support their Tender agree, that the Employer is permitted to disclose all information submitted to it to the United Kingdom Parliament or any other Department, Office or Agency of Her Majesty’s Government in the United Kingdom and their Ministers, servants, agents and advisers.

**11. PROTECTION OF INFORMATION**

- 11.1. In order to protect the sensitivity of Tenderer’s commercial information all members of the Employer’s Evaluation Team receive appropriate training and sign and agree confidentiality undertakings.
- 11.2. Notwithstanding the Employer’s protection of Tenderers information, Tenderers should note that the National Audit Office (NAO) has a legal right to see any information which is held by the Employer for the purpose of audit or review.
- 11.3. 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-Government role delivering overall Government policy on public procurement – including ensuring value for money and related aspects of good procurement practice. For these purposes, the Employer may disclose within Government any of the Tenderers documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as tender information) submitted by the Tenderer to the Employer during this Procurement. The information will not be disclosed outside Government. Tenderers taking part in this competition consent to these terms as part of the competition process.

**12. EXTERNAL ADVISORS**

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

<b>Advisors</b>	<b>Responsibilities</b>
Mills & Reeve LLP	Legal
Commerce Decisions	AWARD Software
Willis Insurance Advisors	Insurance

- 12.2. The Employer reserves the right to engage from time to time such other external advisors as it considers necessary.

### **13. ACCURACY OF INFORMATION AND LIABILITY OF THE EMPLOYER AND ITS ADVISERS**

- 13.1. The information set out in this ITN and any other documents or information to which it refers has been prepared by the Employer in good faith. However, it does not purport to be comprehensive or to have been independently verified and the Employer does not accept any responsibility for the information set out in this ITN or in any other document for its accuracy or completeness and shall not be liable for any loss or damage arising as a result of such information or any subsequent communication.
- 13.2. Tenderers are expected to carry out their own due diligence checks for verification purposes subject to the requirements of paragraph 10, Confidentiality above. Tenderers considering entering into a contractual relationship with the Employer should make their own investigations and enquiries as to the Employer's requirements beforehand. The subject matter of this ITN will have contractual effect only when it is incorporated into the express terms of an executed Contract.
- 13.3. The issue of this ITN should not to be construed as a commitment by the Employer to enter into a Contract as a result of this procurement process. Any expenditure, work or effort undertaken prior to the execution of any Contract is accordingly a matter solely for the commercial judgement of the Tenderer. The Employer reserves the right to withdraw from the Project at any time, or to re-invite Tenders on the same or any alternative basis or not award any Contract as a result of the competitive procurement process and/or reject any Tender. The Employer reserves the right to order some or all of the Soft Facilities Management Services stated in Booklet 3 - Service Information.
- 13.4. This ITN should not be considered as an investment recommendation made by the Employer to any Tenderer taking part in this Tender process. Each Tenderer must make its own independent assessment after making such investigation and taking such professional advice as is deemed necessary. None of the Employer's Ministers, servants, agents or advisors make any representations or warranties (express or implied) or accept any liability or responsibility (other than in respect of fraudulent misrepresentation) in relation to the adequacy, accuracy, reasonableness or completeness of the Information or any part of it (including but not limited to, any loss or damage arising as a result of reliance by the Tenderer on the information or any part of it).
- 13.5. Each Tenderer shall be responsible for the accuracy of all information submitted within its Tender.

#### **14. EMPLOYER'S RIGHT TO REJECT**

- 14.1. The Employer reserves the right, at its absolute discretion, to disqualify any Tenderer that does not in the Employer's opinion comply with the requirements of this ITN or any other requirement of the Employer in connection with this procurement process that may from time to time be notified to the Tenderer.
- 14.2. The Employer reserves the right to disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender expression of interest, through the PQQ or the tender process.

#### **15. CONFLICTS OF INTEREST**

- 15.1. Tenderers must notify the Employer immediately of any Conflicts of Interest (COI) that have arisen or arise at any point since PQQ submission and prior to contract award decision.
- 15.2. Where is there an existing or potential COI Tenderers must include a proposed Compliance Regime in their Tenders. As minimum this must include:
  - 15.2.1. manner of operation and management;
  - 15.2.2. roles and responsibilities;
  - 15.2.3. standards of integrity and fair dealing;
  - 15.2.4. levels of access to and protection of competitors sensitive information and Government Furnished Information;
  - 15.2.5. confidentiality/non-disclosure agreements (e.g. DEFFORM 702);
  - 15.2.6. the Employer's rights of audit; and
  - 15.2.7. physical and managerial separation.
- 15.3. The Employer reserves the right, at its absolute discretion, to reject any Compliance Regime which does not, in the Employer's opinion, meet the needs of the Employer's requirements.
- 15.4. Should the Tender be successful the proposed Compliance Regime will become part of the Contract and will be legally binding subject to paragraph 15.3.

#### **16. CANVASSING**

- 16.1. Any Tenderer who, in connection with this Project:
  - 16.1.1. offers any inducement, fee or reward to any Minister, servant or agent of the Employer or any person acting as an adviser to the Employer in connection with this negotiation process or does anything which would constitute a breach of the Prevention of Corruption Act 1889 to 1916; or
  - 16.1.2. contacts any Minister, servant or agent of the Employer or any person acting as an adviser to Employer prior to a Contract being entered into about any aspect of this negotiation process in a manner not permitted by this ITN

may be disqualified at the Employer's absolute discretion (in either case without prejudice to any other civil remedies available to the Employer and without prejudice to any criminal liability which such conduct by a Tenderer or Consortium Party may attract).

## **17. SECURITY**

- 17.1. This ITN contains documents that are OFFICIAL only. It is anticipated that the highest classification of documents to be made available during the procurement will be classified OFFICIAL and these will be made available within the VDR.
- 17.2. Tenderers are required to ensure that any OFFICIAL documents are not transmitted via unsecure facsimile or via the internet either in the UK or overseas. Official material may be sent via postal system in a sealed envelope, but such documents to be sent overseas must be double enveloped. The inner envelope should show the address, name and appointment of the addressee and be marked OFFICIAL, boldly in red. No protective marking should appear on the outside envelope which should be addressed as usual.
- 17.3. In support of Booklet 1 clause 24.7 Observance of Regulations please see Annex N to JSP 440 Part 4, section 4, chapter 2 located in VDR folder 4.2.

**SPECIAL NOTICES AND INSTRUCTIONS TO  
TENDERERS**

**PART 2**

**PROJECT HESTIA REQUIREMENTS**

## 18. PROJECT AIMS

18.1. The overall aims of Project HESTIA are:

- 18.1.1. The rationalisation of Soft Facilities Management contracts;
- 18.1.2. The rationalisation of MOD wide Regional Multi Activity contracts; and
- 18.1.3. Delivery of a set of core standardised services, supplemented by those that are required in a particular location either due to a unique requirement or where earlier outsourcing requires continuation of a service.

## 19. CONTRACT DOCUMENTS

19.1. The contract documents for East Region will contain the following:

- 19.1.1. **Booklet 1, Conditions of Contract;**
- 19.1.2. **Booklet 2, Pricing Information** templates which will be completed as part of the Tenderers response;
- 19.1.3. **Booklet 3, Service Information** captures the Employer's requirement, which is as far as possible descriptive rather than prescriptive and has been drafted to provide all Tenderers' scope for innovation.
- 19.1.4. **Booklet 4, Employer Supplied Information** contains Service Information Packs, data relating to each Establishment in the Region, including quantity tables. This data will be available on the VDR **only** the quantity tables and core catering manpower data will be incorporated into the Contract by reference at Contract award.
- 19.1.5. **Booklet 5, Contractor's Plan** which will become the **Accepted Plan** on Contract Award and contains the Tenderer's response to Booklets 3, 4 and supporting information provided on the VDR.

## 19.2. SCOPE OF SERVICES

19.3. Booklet 3 – Service Information provides Tenderers with a detailed specification of the services which are required under the HESTIA Contract, together with a matrix summarising the individual Establishments and services to be provided at each.

19.4. The Establishments in scope for this procurement are:

<b>Establishment/Unit</b>	<b>Type of Site</b>
Barkston Health RAF	Minor
Barnham RAF	Minor
Beeston UOTC	Minor
Bilborough ARC	Minor
Bullwell ARC	Minor
Bury St Edmonds ARC - Bleinheim Camp	Minor
Bury St Edmunds - Gibraltar Barracks	Minor
Cambridge - UAS Cambridge	Minor

Cambridge AFCO	Minor
Cambridge ARC - Cherry Hinton	Minor
Cambridge UOTC	Minor
Carlton ARC	Minor
Chesterfield ARC	Minor
Chicksands JITG	<b>MAJOR</b>
Chilwell - Chetwynd Barracks	<b>MAJOR</b>
Chilwell ARC - Forrester House	Minor
Coningsby RAF	<b>MAJOR</b>
Corby ARC	Minor
Cottesmore - Kendrew Barracks	<b>MAJOR</b>
Cranwell RAF	<b>MAJOR</b>
Derby - Kingsway ARC	Minor
Digby JSSO	<b>MAJOR</b>
East Midlands UAS	Minor
Grantham - Prince William of Gloucester Barracks	<b>MAJOR</b>
Henlow RAF	<b>MAJOR</b>
Hertford ARC	Minor
Hitchin ARC	Minor
Honington RAF	<b>MAJOR</b>
Kempston ARC	Minor
Leicester ARC - Brentwood Road	Minor
Leicester ARC - Ulverscroft Road	Minor
Lenton ARC	Minor
Lincoln ARC	Minor
Loughborough - Stamford Hall DMRC	<b>MAJOR</b>
Loughborough ARC	Minor
Luton ARC	Minor
Mansfield ARC	Minor
Marham RAF	<b>MAJOR</b>
Melton Mowbray - Defence Animal Centre	<b>MAJOR</b>
Neatishead RRH	Minor
Northampton ARC	Minor
Norwich AFCO - Magdalen St	Minor
Norwich ARC- Aylsham Rd	Minor
Norwich ATC – Constitution Hill	Minor
Oakham - St Georges Barracks	<b>MAJOR</b>
Peterborough ARC	Minor
Scampton RAF	<b>MAJOR</b>
South Wigston ARC - Tigers Road	Minor
Swanton Morley - Robertson Barracks	<b>MAJOR</b>
Syerston RAF	Minor
Waddington RAF	<b>MAJOR</b>
Wattisham Station	<b>MAJOR</b>

Wethersfield - MDGPA	<b>MAJOR</b>
Wimbish - HQ Essex Wing ATC	Minor
Wimbish - Carver Barracks	<b>MAJOR</b>
Wittering RAF	<b>MAJOR</b>
Woodbridge - Rock Barracks	<b>MAJOR</b>
Wyton MOD	<b>MAJOR</b>

19.5. Additional information regarding each Establishment can be found in the Regional Information Booklet (RIB) provided as part of the Pre Qualification Questionnaire which can be found at folder 4.1 in the VDR.

19.6. Booklet 4 – Employer Supplied Information provides Tenderers with Site Information Packs which contain quantity tables, background information and data relating to each service in scope for each Establishment and can be found at folder 3 in the VDR.

19.7. Tenderers should note the start date for the services and establishments listed below:

<b>Establishment</b>	<b>Services in scope from 01 June 2018</b>	<b>Services in scope with immediate effect</b>
<b>RAF Coningsby</b> <b>RAF Honington</b> <b>RAF Marham</b> <b>RAF Waddington</b> <b>RAF Wittering</b>	<ul style="list-style-type: none"> <li>• Catering, Retail &amp; Leisure</li> <li>• Mess &amp; Hotel Services</li> </ul>	<ul style="list-style-type: none"> <li>• Cleaning Living &amp; Working Areas</li> <li>• Window Cleaning</li> <li>• Reactive Cleaning Service</li> <li>• Specialist Cleaning (Medical, High Level)</li> <li>• Laundry &amp; Dry Cleaning</li> <li>• Tailoring</li> <li>• Waste Management Service ( incl. removal of CRL waste)</li> <li>• Waste Receptacle Provision</li> </ul>

## **20. CORE CATERING MANPOWER (CCM)**

20.1. The Armed Forces CCM (the uniformed catering personnel established to meet the operational requirement) will be available to work with the Tenderer to deliver certain catering outputs when not required for operations, other military duties or absent on leave and courses. CCM should be employed in positions of responsibility commensurate with their rank in order to develop and maintain command, leadership and management skills. The full terms on which the CCM are provided can be found in Booklet 1 – Conditions of Contract, Annex F.

20.2. Tenderers will be provided with the predicted number of CCM which will be available for each year of the Contract, in the Booklet 4 – Employer Supplied Information. The actual availability of CCM will be confirmed in accordance with the process set out in Booklet 1 – Conditions of Contract, Annex F.

## **21. PERFORMANCE MANAGEMENT REGIME**

21.1. The Employer has identified four (4) Key Performance Indicators (KPI) which are the:

- 21.1.1. Service Delivery KPI;
- 21.1.2. Timeliness KPI;
- 21.1.3. Targets KPI; and
- 21.1.4. Service Quality KPI.

- 21.2. The successful Tenderer's performance of the HESTIA service will be measured under a Performance Management Regime by applying the KPIs as set out in the Contract to various parts of the service, details of which can be found in Booklet 1 – Conditions of Contract, Clause 20C and Annex K of Booklet 1.

## **22. RETAIL**

- 22.1. Retail is seen as an integral part of Service life supporting the overall needs of SP and the Defence Community. There are some key locations where viable retail businesses might not be sustainable and the Employer may be prepared to support the Contractor provision at these locations.
- 22.2. Certain Contractor provided retail facilities will be subject to a Fixed and Variable Rent. Further details of these rents can be found in Booklet 2 – Pricing Information.
- 22.3. Tenderers should refer to the document in folder 4.1 in the VDR which details the Employer's requirement for Retail for Technical Question 4 at Annex J.

## **23. LEISURE FACILITIES**

- 23.1. Background on leisure facilities in the region is provided in folder 4.1 in the VDR. This information supports the Leisure Technical Question 25 at Annex J.

## **24. EMPLOYER DEPENDENCIES**

- 24.1. Annex G (Employer Dependencies) to Booklet 1 of the Contract sets out the assets that will be available as Employer Dependencies.
- 24.2. Tenderers should, as part of their response to the questions in Annex J, state which of the assets in Annex G of Booklet 1 they wish to utilise. All assets that the successful Tenderer identifies will be included in the resultant Contract as Employer Dependencies in accordance with Clause 80.

## **25. USE OF THE EMPLOYER'S ASSETS**

- 25.1. Booklet 4 and the VDR specify the buildings, facilities and other assets which are present on the Establishments. Tenderers should be aware that the occupation of any building or facilities to be used in the provision of the service will be in accordance with the terms of the Contract and under either a lease (in the form provided at Annex L to Booklet 1 of the Contract) or a non-exclusive licence (pursuant to Clause 22 of Booklet 1 of the Contract), as agreed with the Employer.
- 25.2. Tenderers should, as part of their response to the questions in Annex J, state which buildings and facilities they wish to utilise in the provision of the service.

## **26. SUSTAINABLE PROCUREMENT**

- 26.1. The Employer is committed to achieving sustainable development goals through educating the supply chain, developing performance measures and sharing best practice. This is not a condition to working with the Employer now or in the future, nor part of the Contract. It is, however, a commitment on the part of the Employer to encourage and support sustainable development and we are committed to working with the successful Tenderer.
- 26.2. The Employer draws the Tenderer's attention to Booklet 3 – Service Information Annexes for any specific targets or requirements.

## **27. EMPLOYER INFORMATION MANAGEMENT SYSTEM (IMS)**

- 27.1. The Employer is in the process of implementing a single new Information Management System (IMS) to replace a number of existing systems. Booklet 3 - Service Information places an obligation on the successful Tenderer to use the IMS to fulfil certain service requirements. Tenderers should also note that at Contract Award and throughout the duration of the Contract Period the successful Tenderer will need to ensure that their Information Technology (IT) interfaces with the Employer's IMS. This interface will be required for successful operation and management of the Contract. Information regarding interface requirements will be provided as it becomes available.

## **28. CONTRACTING , PURCHASING AND FINANCE PROGRAMME (CP&F)**

- 28.1. The Employer intends to provide a fully integrated, end to end business process which spans the commercial, purchasing and finance elements of the acquisition process for the Department including the provision of an overarching Management Information (MI) layer. Tenderers should note that once implemented the CP&F project will impact the Purchase to Payment (P2P) process. Information regarding any changes will be provided as it becomes available.

**SPECIAL NOTICES AND INSTRUCTIONS TO  
TENDERERS**

**PART 3**

**THE COMPETITIVE NEGOTIATED TENDER  
PROCESS**

## 29. COMPETITIVE NEGOTIATED PROCESS

29.1. The diagram in Annex B provides a pictorial outline of the key stages in this procurement process and where these processes are conducted using AWARD Software. The following paragraphs provide the detailed requirements of these key stages.

## 30. FORMAT OF TENDER ISSUE

30.1. Tenderers will be issued hard copies of all documentation and soft copy access via AWARD, with the exception of Booklet 4 which will **only** be available as soft copy through AWARD on the VDR, as detailed in Part 2, Project HESTIA Requirements.

## 31. TIMETABLE

31.1. The timetable for the key stages of the ITN for the procurement process is shown below:

Serial	EVENT	Date
1	Issue of ITN Virtual Data Room Open	23 May 2016 24 May 2016
2	Industry Day	09 June 2016
3	Establishment Visits (Part 1)	13–30 June 2016
4	First Clarification Meetings week (4 x half day – one per Tenderer)	04–07 July 2016
5	Establishment Visits (Part 2)	11–27 July 2016
6	Second Clarification Meetings week (4 x half day – one per Tenderer)	08–11 August 2016
7	Final Date for submission of final written clarifications by Tenderers	14 September 2016
8	Final Date for Employer to respond to written clarifications	21 September 2016
9	Initial Tender Return Date - Tender Board	27 September 2016
	<b>Event</b>	<b>Target Date</b>
10	Initial Tender submission Evaluation	28 September 2016
11	Feedback to Tenderers	14 November 2016
12	Negotiation Meetings week 1 (4 x 1 day – one per Tenderer)	21-25 November 2016
13	Negotiation Meetings week 2 (4 x 1 day – one per Tenderer)	12-16 December 2016
14	Request for Final Tender submission	13 January 2017
15	Final Tender Return Date – Tender Board	31 January 2017
16	Final Tender submission Evaluation	01 February 2017
17	Internal Approvals	24 April-02 June 2017
18	Standstill Period	08-19 September 2017
19	Contract Award	21 September 2017
20	In Service date	01 April 2018

## **32. CHANGES TO THE PROCUREMENT PROCESS**

- 32.1. All dates in the above timetable from event number 10 are **provisional only** and the Employer may vary any date within the timetable or terminate the procurement process in any way at its sole discretion.
- 32.2. The Employer reserves the right to undertake an iterative tendering process following receipt of the Tender.
- 32.3. The Employer reserves the right to waive or change the requirements of this ITN in whole or in part from time to time without prior notice being given by the Employer.
- 32.4. Should opportunities arise to shorten the timeframe then the Employer will issue a timetable giving Tenderers appropriate notice possible. Should the timetable unavoidably slip then the Employer reserves the right to reissue revised timetable.
- 32.5. The Employer reserves the right to make whatever changes it sees fit to the structure or content of the procurement process.

## **33. INDUSTRY DAY**

- 33.1. The Employer will hold an Industry Day on the date in the table at paragraph 31.1. The details of the Industry Day are included at Annex C. The aim of the day is to provide Tenderers with an overview of the requirement for the Region and details on the Tendering process.
- 33.2. For security purposes, Tenderers must provide a list of names of those attending the Industry Day to the Employer at least forty eight (48) hours before the expected session start time. If the information is not provided in this timescale the Tenderer will not be able to attend the event. Tenderers should complete the Confirmation of Attendance Form at Annex D. Should the Tenderer require more than the maximum number of attendees stated, they should make representation to the Point of Contact at paragraph 6.4.

## **34. BOOKLET 1 – CONDITIONS OF CONTRACT**

- 34.1. The Employer has developed Booklet 1 – Conditions of Contract which it considers represents a fair and reasonable distribution of risks as between the contracting parties. Accordingly, the Employer does not anticipate that it will be necessary to make any changes to the Conditions of Contract during the procurement process.
- 34.2. Tenderers are required to either accept or reject each Clause in the Conditions of Contract. Where a Clause is rejected the Tenderers must complete the comments box.
- 34.3. The Employer may, at its sole discretion, agree to amend a Clause, if it considers it appropriate. However, if the Employer does not agree to the change and the Tenderer rejects the Clause, either in whole or in part, their Tender will be deemed to be non-compliant.
- 34.4. As explained in Part 4 of this ITN, Tenderers must state whether they accept or reject the Conditions of Contract in their Initial Tender Submission.
- 34.5. If a Tenderer has any clarifications on the Booklet 1, these should be submitted via the clarification process, paragraph 35.

### **35. CLARIFICATION PROCESS**

35.1. The Employer will actively support a process of clarification in order to enable the Tenderers to submit fully informed Tenders. Therefore, the Employer will give Tenderers the opportunity to submit written clarifications and attend clarification meetings at the Employer's premises stated at paragraph 6.4. The clarification process generally will be managed through AWARD.

#### **Written Clarification**

35.2. Tenderers will be able to raise written clarifications from the issue of this ITN until the time and date(s) stated in timetable in paragraph 31.1.

35.3. The Employer must receive written clarification questions no later than 10 am on the date stated for final clarification in the table in paragraph 31.1 and reserves the right not to respond to clarification questions submitted after this date and time.

35.4. The Employer will respond to any clarification questions within five (5) working days, unless otherwise agreed. If the Employer is unable to respond within that timeframe the originator of the clarification will be informed of when a response will be given.

35.5. Each Tenderer is requested to clearly identify any written clarifications or parts of clarifications which it considers to be confidential or specific to its proposed solution, stating the reasons why. The Employer will decide, at its sole discretion, whether or not to accept the Tenderer's reasons. If the Employer does not accept the request for confidentiality, the Tenderer will be notified accordingly and afforded the opportunity to withdraw the question. If the Tenderer does not withdraw the question within five (5) working days of such notification, the question and the answer will be released to all Tenderers in a non attributable form in order to maintain equality of information and opportunity.

#### **Clarification Meetings**

35.6. In addition to the written clarification process outlined above, the Employer intends to hold two (2) rounds of clarification meetings with each Tenderer. The date, time, location and other practical arrangements for the clarification meetings are set out in Annex E. Each Tenderer will be allocated two (2) hours per round of meetings.

35.7. All clarifications raised and any responses provided at meetings will be recorded by a member of the Employer's Commercial team. The responses to all questions raised will be issued to all Tenderers five (5) working days after the last clarification meeting for each round has been held. Responses will be issued through AWARD in the same manner as the written clarifications; potential confidential issues will be dealt with as set out in paragraph 35.5.

35.8. For security purposes, Tenderers must provide a list of names of those attending the clarification meeting to the Employer forty eight (48) hours before the expected session start time. If the information is not provided in this timescale the Tenderer will not be able to attend the event. Tenderers should complete the Confirmation of Attendance Form at Annex D. Should the Tenderer require more than the maximum number of attendees stated, they should make representation to the Point of Contact at paragraph 6.4.

35.9. The clarification meetings themselves will not be evaluated by the Employer.

## **36. ESTABLISHMENT VISITS**

- 36.1. A programme of visits has been arranged for Tenderers, details can be found at Annex F. In addition Tenderers should ensure all representatives attending a visit comply with the Establishment Visit Protocol for Tenderers, which can be found at Annex G. Each Tenderer will be restricted to 8 representatives at each visit, but may make representations to the Employer point of contact in paragraph 6.4 above as to why additional representatives may be required for a specific visit. The Employer's decision shall be final in this respect. Tenderers are encouraged to attend the organised visits, as they provide an opportunity to view the task and give valuable insight into the facilities and locations and a greater understanding of the requirement.
- 36.2. For security purposes, Tenderers must provide a list of names of those attending the Establishment Visits to the Employer as detailed in Establishment Visit Protocol for Tenderer at Annex G. If the information is not provided in this timescale the Tenderer will not be able to attend the event. Tenderers should complete the Confirmation of Attendance Form at Annex D.
- 36.3. However, in the event that a Tenderer is unable to attend or chooses not to attend any of the visits, the Tenderer accepts that non-attendance is entirely at their own risk and, as such the Tenderer shall not seek any redress from the Employer either at the tender stage or following any subsequent contract award due to any lack of knowledge or understanding caused by his non-attendance.
- 36.4. Requests for subsequent visits should be submitted by email to the Point of Contact listed at paragraph 6.4 by completing the Confirmation of Attendance Form at Annex D, at least ten (10) working days before the date of the required visit and should explain why the Tenderer feels that an additional visit is necessary. Confirmation that the visit can go ahead will be provided by the Point of Contact. Request for subsequent visits will be at the sole discretion of the Employer and cannot be guaranteed.

## **37. INITIAL TENDER SUBMISSION**

- 37.1. In order to facilitate effective and efficient evaluation by the Employer, it is a requirement that the Initial Tender shall be submitted electronically via AWARD and hard copy in accordance with the instructions detailed in Part 5, Tender Submission Requirements.

## **38. TENDER VALIDITY**

- 38.1. Tenders must be valid/open for twelve (12) months from the Final Tender return date.

## **39. TENDER BOARD**

- 39.1. The electronic submission of Tenders for evaluation must be submitted in accordance with the instructions within AWARD. However, Tenderers should note that there is a requirement for the submission of the identical hard copy Tenders through a physical formal Tender Board as instructed below. A Tender Board will be held for the Initial Tender and Final Tender returns.
- 39.2. To this end, Tenderers **must** provide a signed certificate in accordance with Annex H confirming that the electronic Tender submitted through AWARD, is in every respect identical to that submitted through the physical Tender Board. Any incidence of variance in physical and electronic copies of the Tender subsequently discovered by the Employer shall constitute grounds for the Tenderer to be disqualified from any further part in the procurement process.

- 39.3. The electronic and hard copy Tender must be submitted no later than indicated in the Table in paragraph 31.1. At this date and time, the facility for the Tenderer to submit an electronic Tender through AWARD shall be withdrawn and the Tenderers documentation will be held without access by any party pending notification by the Employer to Commerce Decisions Limited that the physical Tender Board has formally concluded.
- 39.4. To preserve equity and protect information during the procurement process, Tenderers are required to submit their hard copy Tender in a sealed package(s) to the address shown below bearing the label (DEFFORM28) Annex I, no later than indicated in the Table in paragraph 31.1. The outer package must clearly distinguish between Commercial (including price) and Technical submissions. For health and safety reasons, no individual package should weigh more than 11 kilos. Postal, courier or hand delivery are permitted as acceptable methods of delivery of tenders between hours detailed below. Tenders will not be opened until the time, date and place printed on the label and will be opened by a duly constituted Tender Board with no persons other than the Tender Board present.
- 39.5. Tenders that are hand delivered or couriered to Marlborough Lines, should in the first instance report to the North Site, Andover Gatehouse. As this is a secure site proof of ID will be required. The Gatehouse will notify Commercial to enable them to collect Tenders and deliver them to the Tender Board Secretary to record and secure them.
- 39.6. Whilst the Andover Gatehouse is open 24 hours a day, 7 days a week, the personnel working in the Gatehouse are not allowed to sign for any packages left with them. Therefore, if a Tenderer requires a signature for documentation he will need to ensure that it is delivered between Monday and Friday and between the hours of 08.00 hrs – 15.30 hrs to take receipt and sign for the package.
- 39.7. The Employer cannot undertake to give consideration to any tender submitted in a different manner (e.g. by telephone, facsimile, email) or any tender not received on time.
- 39.8. Any request for extension of the period for tendering must be received at least fourteen (14) working days before due date for return via AWARD, but no undertaking can be given that an extension will be granted.
- 39.9. Tenderers correspondence connected with their Tender which requires attention before the due date should follow the Clarification Process in paragraph 35.
- 39.10. No useful purpose is served by enquiring about the result of a competition. Tenderers will be notified of the Employer's decision as early as possible.
- 39.11. If the Tenderer fails to submit the required information or to make a satisfactory response to any question within the specified timescale, the Employer reserves the right to disqualify the Tenderer from participating in the next stages of the procurement process.

#### **40. TENDER EVALUATION**

- 40.1. Evaluation of Tenders (both Initial and Final) will be conducted on AWARD on dates stated in paragraph 31.1, using the electronic tender submission and adhering to the methodology and criteria detailed in Part 4, Tender Evaluation Process.

#### **41. NEGOTIATION PHASE SUBJECT MATTER**

- 41.1. The Employer will conduct negotiations which will commence following submission and subsequent evaluation of the Initial Tenders in response to this ITN during the dates identified in the Timetable in paragraph 31.1. The aim of the negotiations is to discuss

and develop the Tenderers' responses to the Technical Questions set out in Annex J, and to ultimately meet the requirements specified within Booklets 3 and 4.

- 41.2. The negotiation phase will take the form of negotiation meetings between the Employer's team, including its external advisors, as required, and the Tenderers. It is anticipated that each negotiation meeting will consist of one (1) working day per Tenderer, split into morning and afternoon sessions, and that there will be two (2) meetings on specific aspects of the Requirement, totalling four (4) sessions. However, the number and range of negotiation meetings required is entirely at the discretion of the Employer's team.
- 41.3. The four (4) sessions identified at paragraph 41.2 will be used by the Employer to negotiate on the following topics, with specific reference to the Tenderers' responses to the Technical Questions set out in Annex J which are related to these topics:
  - 41.3.1. Negotiation Meeting 1, Session 1 – Catering, Retail and Leisure
  - 41.3.2. Negotiation Meeting 1, Session 2 – To be Confirmed, but will remain the same for all Tenderers
  - 41.3.3. Negotiation Meeting 2, Session 1 – Catering, Retail and Leisure
  - 41.3.4. Negotiation Meeting 2, Session 2 – To Be Confirmed, but will remain the same for all Tenderers
- 41.4. The Employer reserves the right to include other topics, which will be notified to all Tenderers in advance of any negotiation meeting. Tenderers should review any such guidance provided by the Employer with a view to engaging in an open, meaningful, and positive discussion at the appropriate session.
- 41.5. The negotiation meetings will not be evaluated. The negotiations should therefore be taken as an opportunity for a full and frank discussion.
- 41.6. Following each negotiation meeting, the Employer reserves the right to require a Tenderer to submit a written response on issues arising out of any meeting. The Employer will specify the requirements of any written response to the Tenderer when and if they are required, following the Clarification Process detailed in paragraph 35. The written responses themselves will not be evaluated by the Employer.
- 41.7. After the Employer has concluded negotiations by communicating as such to Tenderers, it will issue a Final Tender Submission instruction in line with programme detailed in table at paragraph 31.1.

## **42. NEGOTIATION PHASE DATES AND LOCATION**

- 42.1. The Employer will hold all negotiation meetings between 9.00 and 16:30, Monday to Thursday at the following address:

Defence Infrastructure Organisation, HQ Army, Marlborough Lines, Monxton Road, Andover, SP11 8HJ
- 42.2. For security purposes, Tenderers must provide a list of names of those attending the negotiation meetings to the Employer forty eight (48) hours before the expected meeting start time. If the information is not provided in this timescale the Tenderer will not be able to attend the event. Tenderers should complete the Confirmation of Attendance Form at Annex D. Should the Tenderer require more than the maximum number of attendees stated, they should make representation to the Point of Contact at paragraph 6.4.
- 42.3. Where a Tenderer wishes to bring a Laptop to the negotiation sessions, Tenderers should notify the Point of Contact at paragraph 6.4. It is a requirement that the laptop

will remain standalone, with any WIFI capability switched off, and that no external storage media is used, i.e. USB, CD etc.

#### **43. NEGOTIATION TEAM**

- 43.1. The Employer's intention is that the negotiation teams should be kept as small as possible to promote effective communication. It is therefore intended that the Employer's team attending any negotiation meeting will be jointly chaired by a senior representative from Commercial and the Project Manager for the specific region, together with subject matter experts as appropriate. Specific details on exact Employer representation will be provided nearer the negotiation meetings. Notes of the negotiation meetings will be recorded by a member of the Employer's Commercial team.

#### **44. EQUALITY OF TREATMENT DURING NEGOTIATION PHASE**

- 44.1. The Employer will ensure equality of treatment amongst Tenderers, including the provisions in paragraph 41.4, and shall not provide information in a discriminatory manner which may give some Tenderers an advantage over others. The intention throughout the procurement process will be to ensure that the processes and information are both transparent and understood by all the Tenderers.
- 44.2. The Employer will record and produce a set of brief notes which will be issued to all Tenderers with the exception of propriety information. Tenderers are required to agree and highlight propriety information at meetings. If in the Employer's opinion, issues are recorded which must be disclosed to all Tenderers, these specific points will be distributed to all other Tenderers in a non attributable format at the same time using the clarification process detailed in paragraph 35.

#### **45. FINAL TENDER SUBMISSION**

- 45.1. Following negotiation meetings with all Tenderers the Employer will issue Final Tender Submission instructions as stated in paragraph 41.7 above. Detailed submission instructions will be provided to Tenderers for the hard and soft copy Tender Submissions via AWARD. All hard copy Tenders submitted will be subject to a Tender Board as detailed in paragraph 39. Tenderers are required to submit their best tender at this stage as the Authority does not anticipate any further negotiations. However, the Authority reserves the right to carry out a further round of negotiation meetings if it considers it to be necessary.

#### **46. EVALUATION OF FINAL TENDER SUBMISSION**

- 46.1. Final Tender Submissions will be evaluated using the methodology detailed in Part 4, Tender Evaluation Process.

#### **47. MAIN GATE APPROVAL**

- 47.1. Once the winning Tenderer has been identified, the HESTIA East Contract award will be subject to Main Gate approval both within DIO and externally through the Employer's Investment Approval Committee. The Contract will not be awarded unless approval is received.

#### **48. STANDSTILL PERIOD**

48.1. The Employer is obliged to allow a minimum of ten (10) calendar days to elapse between the date of despatch of its Award Decision Notice (Standstill Letter) to Tenderers stating the name of the Tenderer to be awarded the Contract “the Winning Tenderer” in response to this ITN and the date on which the Employer proposes to enter into the Contract. This interval (“standstill”) is to give unsuccessful Tenderers an opportunity to make a legal challenge before such Contract is entered into if there has been, or it is alleged that there has been, a breach of the relevant Regulations. The standstill period ends at midnight at the end of the 10th day after the date Standstill Letter is sent. Where this is not a working day, it extends to midnight of the next working day.

#### **49. TENDERERS’ DEBRIEF**

49.1. At the end of the Standstill Period, all Tenderers will be entitled to request a verbal debrief from the Employer.

#### **50. PUBLICITY ANNOUNCEMENT INCLUDING SUB CONTRACTS**

50.1. Tenderers are advised that the Employer may wish to make a public announcement concerning the award of the Contract. The announcement will include information on any subcontracts placed down the supply chain valued at £1,000,000 plus. To this end, unless there are specific objections for doing so, Tenderers are requested to provide details of such subcontracts on the attached DEFFORM 47, Annex O.

50.2. Any Tenderer(s) who wishes to make a similar announcement, either coincidental or subsequent to the Employer’s announcement, should contact the Point of Contact named in paragraph 6.4. The content of any announcement a successful Tenderer may wish to make must be cleared in advance by the HESTIA Project team and Employer’s Security branch responsible for clearance of publicity material for open publication.

50.3. Tenderers shall not undertake (or permit to be undertaken) at any time (whether prior to or after any Contract has been entered into) any publicity or activity with any section of the media (including, but not limited to, making any announcements) in relation to this negotiation process or the supply of the products and services specified other than with the prior written consent of the Point of Contact named above. In this paragraph the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

#### **51. WITHDRAWAL FROM TENDERING**

51.1. If at any time a Tenderer decides not to submit an ITN response it should inform the Point of Contact listed in paragraph 6.4 in writing and return all ITN material relating to the East Region Multi Activity Contract to the address at paragraph 6.4 and in accordance with paragraph 2.3.

51.2. Tenderers should confirm their withdrawal in writing, sent in a separate envelope bearing no external reference to ITN Reference Number or return date, addressed to the Employer’s address as stated in paragraph 6.4. This procedure is designed to preserve equity between Tenderers by ensuring that no premature disclosure of tender details can take place.

## **52. DISPOSAL OF UNSUCCESSFUL TENDERS**

- 52.1. Tenderers should note that it is the Employer's intention to dispose of unsuccessful Tenderers' proposals one year after the date of Contract award.

## **53. PARENT COMPANY GUARANTEE (PCG)**

- 53.1. Before accepting a Tender, the Employer will require that a PCG of due performance is furnished substantially in the terms set out at Booklet 1 Clause 19 and Booklet 1 Annex J and is signed by a guarantor acceptable to the Employer. If a Tenderer's parent company is not a company registered in England and Wales, the Tenderer shall provide to the Authority an opinion by an independent and qualified legal advisor within the jurisdiction in which the parent company is registered, confirming that:
- 53.1.1. the parent company has the necessary corporate capacity to enter into the PCG;
  - 53.1.2. that the signatory is authorised to sign the PCG and to bind the parent company thereto without the requirement for additional signatories or witness; and
  - 53.1.3. the execution clause set out in the PCG is appropriate to ensure that the execution of the PCG is legally binding on the parent company.
- 53.2. Tenderers will (if required) be notified of a requirement to provide a PCG in the ITN letter as detailed at Annex P.

**SPECIAL NOTICES AND INSTRUCTIONS TO  
TENDERERS**

**PART 4**

**TENDER EVALUATION PROCESS**

**54. EVALUATION CRITERIA**

54.1. Tenders will be evaluated using the Most Economically Advantageous Tender (MEAT) methodology as published in the advertisement in the OJEU and MOD Contracts Online and in accordance with Regulation 31 (1)(a) of the Regulations using the Competitive Negotiated Procedure.

54.2. The Relative Value for Money (VfM) model will be used to determine the MEAT as detailed in paragraph 62.

54.3. The Relative VfM model will only be applied to Technically Compliant Tenders (TCT) at Final Tender evaluation. In order to be a TCT, Tenderers must:

54.3.1. Accept all clauses of Booklet 1 – Conditions of Contract as set out in paragraph 69.

54.3.2. Provide mandatory returns for SNITS that are compliant/acceptable as set out in the table at paragraph 55.1;

54.3.3. Submit a Contract Price (as set out in paragraph 56) that does not exceed the affordability threshold of **£122,705,000** (excluding VAT) Nominal for the 5 Year Contract Period. Additionally the Contract Price must not exceed the annual affordability profile as set out in the table below:

FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23	TOTAL
2.027	31.167	33.070	33.764	34.507	32.328	166.863

Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	TOTAL
30.596	32.911	33.707	34.445	35.203	166.863

54.3.4. Submit responses to each Technical Question in Annex J which are awarded a score by the Employer that is no lower than the Lowest Acceptable Score (LAS) for each question. Details on scoring for Technical Questions in as set out in paragraphs 57.1 to 57.9.

54.3.5. Subject to paragraph 57.8 of this ITN, Tenderers must also achieve an overall Minimum Technical Threshold (MTT) score of sixty percent (60%) of the total available technical score in response to the Technical Questions. Further details on scoring for the Technical Questions are set out in paragraphs 57.1 to 57.9.

**55. COMMERCIAL EVALUATION**

55.1. The Employer will score the commercial elements of the Tenderers’ responses as either compliant or acceptable as detailed in the table below:

Commercial Element	Evaluation
SNITS: <ul style="list-style-type: none"> <li>• DEFFORM 47</li> <li>• Mandatory Returns</li> <li>• Compliance Certificates</li> </ul>	Compliant Y/N
Booklet 1 – Conditions of Contract	All Conditions have been Accepted
Booklet 2 – Pricing Information	Contract Price is Affordable – See paragraph 54.3.3

- 55.2. Tenderers that are non compliant with SNITS returns and/or provide unacceptable responses to Insurance and/or reject Booklet 1 Conditions of Contract and/or are unaffordable will be deemed non-compliant and the Tenderer disqualified from the competition.

## **56. DETERMINING NET PRESENT VALUED (NPV'd) CONTRACT PRICE**

- 56.1. The firm prices submitted by Tenderers for Contract Years 1 to 5, as summarised in Booklet 2, Pricing Information, Annex A, Part 1 – Total Region Price will be converted to a Net Present Value (NPV) by the Employer as set out in Joint Service Publication 507 (JSP507) MOD Investment Appraisal and Evaluation.. Firm prices excluding VAT will be converted into real terms by the Employer by the application of the relevant GDP deflator and discounted at the Treasury Discount Rate. The resultant NPV is referred to henceforth as the NPV'd Contract Price. NPV'd Contract Price will not include the Option Years.

## **57. TECHNICAL SCORING**

- 57.1. Each Technical Question provides Tenderers with some important background information, together with the aim of the specific requirement and a summary of the evidence that the Employer would like to see provided by the Tenderer. The Scoring Guidance set out against each individual question explains to the Tenderers the methodology that the Employer will use to determine the appropriate score for each response.
- 57.2. The Tenderers must respond to each of the questions in Annex J explaining, within the page cap and in the font type and size specified, how their solution would meet the requirement. If a Tenderer exceeds the page cap for a particular question, the Employer will only evaluate up to the page cap and any additional pages will be disregarded.
- 57.3. The Tenderer's responses against each of the Technical Questions should be set out in a separate Microsoft Office Word or PDF version document that includes appropriate headings and page numbers.
- 57.4. The Tenderers' responses to the Technical Questions at Annex J will be assessed and a quality score awarded as follows:
- 100% High Confidence
  - 70% Good Confidence
  - 30% Broadly Satisfactory
  - 0% Low Confidence
  - Unacceptable (where appropriate as stated within Annex J)
- 57.5. Responses to the Technical Questions will be evaluated by applying the Scoring Guidance set out against each question in order to determine the technical score. Each question will have a Weighting and a Lowest Acceptable Score (LAS) with the exception of:
- Q25 Leisure Plan – Information only.
  - Q26 –29 TUPE – Compliant/Non-Compliant
  - Q30 Insurance – Acceptable/Unacceptable
  - Q31 Catering Provision Payment Rebalancing Mechanism – Acceptable/Unacceptable
- A table summarising the Weighting and LAS for each question is provided in Annex J.
- 57.6. An individual weighted score is calculated for each question that achieves the Lowest Acceptable Score or higher by multiplying the question weighting by the appropriate

score allocated to the Tenderer for that question. A total weighted score is then calculated by adding together the entire individual weighted scores for each Tenderer.

- 57.7. Tenderers that do not achieve the LAS for each question and/or do not achieve a Minimum Technical Threshold of 60% of the total available technical score at Final Tender, will be deemed non-compliant and the Tenderer disqualified from the competition.
- 57.8. In the event that no Tenderers achieve the Minimum Technical Threshold, the threshold will be reduced to fifty five percent (55%) (the “New Minimum Technical Threshold”). If no Tenderer achieves the New Minimum Technical Threshold the Employer will stop the ITN process.
- 57.9. The table below provides a worked example and shows Tenderers’ LAS and technical score at Initial Tender Submission and Final Tender Submission and whether these included any score below the LAS. In the example below Tenderer B and D would be excluded from the competition at Final Tender stage as they are non compliant – Tenderer B failed to achieve the LAS on one or more of the Technical Questions, and Tenderer D failed to achieve the Minimum Technical Threshold.

<b>Tenderer</b>	<b>INITIAL TENDER Quality Score</b>	<b>LAS Achieved</b>	<b>Compliant</b>	<b>FINAL TENDER Quality Score</b>	<b>LAS Achieved</b>	<b>Compliant</b>
A	60%	Yes	Yes	65%	Yes	Yes
B	75%	No	No	75%	No	No
C	65%	No	No	80%	Yes	Yes
D	55%	No	No	55%	Yes	No

**58. EVALUATION TEAM**

- 58.1. Tenderer responses will be evaluated by the HESTIA Team, which shall include subject matter experts and external specialists.
- 58.2. A minimum of three (3) members of the HESTIA Team will evaluate responses to each Technical Question detailed in Annex J to provide a quality evaluation score as explained in paragraph 57.4. A nominated Employer lead will be assigned to each Technical Question and their score will be the final evaluation score for the response to that question.

**59. EVALUATION PROCESS**

- 59.1. The Employer will conduct evaluations after Initial Tender submission and at Final Tender Submission. The process detailed in the tables below will be followed by the Employer to determine TCT, a detailed description of each step is provided below each table.
- 59.2. The Employer may also seek additional information from the Tenderer if any part of their ITN response cannot be evaluated adequately because it contains apparent errors, or its meaning and intent is unclear.

59.3. **INITIAL TENDER EVALUATION – STAGE 1**

<b>INITIAL TENDER SUBMISSION – TENDER EVALUATION - STAGE 1</b>			
<b>STEP</b>	<b>SUBMISSION</b>	<b>EVALUATION</b>	<b>SCORING</b>
<b>Step 1</b>	Booklet 1 – Conditions of Contract	Accepted or Rejected	Compliant Y/N
<b>NON COMPLIANT TENDERERS ELIMINATED – TENDERERS NOTIFIED</b>			

59.4. **Step 1** – A compliance check that “Acceptance” return has been received for Booklet 1 Conditions of Contract and all individual Conditions have been “Accepted”. The “Acceptance” is of Booklet 1 – Conditions of the Contract described paragraph 69

59.5. Booklet 1 – Conditions of the Contract will not form part of the Evaluation at Final Tender Submission.

59.6. Any Tenderer that provides a “Rejection” at initial Tender Return of Booklet 1 – Conditions of Contract will be eliminated from the procurement as non-compliant. All compliant Tenderers move to Stage 2.

59.7. Tenderers who are non compliant will be notified in writing and eliminated from the competition. Tenderers who are compliant with **Step 1** will move to **STAGE 2**.

60. **INITIAL TENDER EVALUATION – STAGE 2**

<b>INITIAL TENDER SUBMISSION - STAGE 2</b>			
<b>STEP</b>	<b>SUBMISSION</b>	<b>ACTION</b>	<b>EVALUATION</b>
<b>Step 1</b>	DEFFORM 47	Complete	Compliant Y/N
<b>Step 2</b>	Mandatory Returns	Complete	Compliant Y/N
<b>Step 3</b>	Government Buying Standard for Cleaning – Mandatory Returns Declarations and list	Complete	Compliant Y/N
<b>Step 4</b>	Certificate of Compliance – Identical Tender	Complete	Compliant Y/N
<b>Step 5</b>	TUPE/HR – Response to Questions Annex K, Parts 1-4 Question 26-29	Compliant	Acceptable Y/N
<b>Step 6</b>	Insurance – Response to Question. 30 Annex L	Compliant	Acceptable Y/N
<b>Step 7</b>	CAAS Evaluation	Check circumstances unchanged	Confirmation
<b>Step 8</b>	Assessment of Booklet 2 – Pricing Information including Risk Register and MDAL	Compliant	Affordable
	Rebalancing Mechanism for Catering, Question 31, Annex M	Compliant	Acceptable Y/N

INITIAL TENDER SUBMISSION - STAGE 2			
<b>Step 9</b>	Booklet 3 – Service Information – Confirmation of Compliance Certificate	Compliant	Compliant Y/N
<b>Step 10</b>	Booklet 5 – Contractors Plan - Evaluation of responses to Technical Questions	Lowest Acceptable Score Achieved for each question, Scored and Weighting applied Minimum Quality Score 60% or higher achieved	See Annex J and paragraphs 57.1 to 57.9  <b>Exception:</b> Q25 -31 will be scored as detailed in para 57.5 and steps 5, 6, and 8
<b>Step 11</b>	<b>Negotiation Phase</b> Debrief detailing negotiation sessions and confirmation of topics.		

- 60.1. **Step 1** – A compliance check that the Tenderer has completed the DEFFORM 47 and has provided a signed original with the hard copy submission and submitted an electronic copy on AWARD.
- 60.2. **Step 2** – A compliance check of all supporting information relating to Mandatory Declarations on the DEFFORM 47 have been provided and all additional Mandatory returns requested have been provided.
- 60.3. **Step 3** – A compliance check that the Government Standard for Cleaning- Mandatory Returns requested have been provided.
- 60.4. **Step 4** – A compliance check that Certificate of Compliance – Identical Tender has been completed and submitted.
- 60.5. **Step 5** – Compliance check that the Tenderers response is acceptable for all TUPE/HR requirements.
- 60.6. **Step 6** – Compliance check that the Tenderers response is acceptable for Insurance question.
- 60.7. **Step 7** – A compliance check by Cost Assurance and Analysis Services (CAAS) that the financial status of the Tenderer remains unchanged, from PQQ submission.
- 60.8. **Step 8** – An assessment of Booklet 2 – Pricing Information, Annex A, Part 1 and Part 2 are complete and the Tenderer’s Contract Price is affordable in accordance with the affordability criteria detailed at paragraph 54.3.3. Supporting Information to Pricing provides sufficient detail and review of the Rebalancing Mechanism for Catering and is acceptable.
- 60.9. **Step 9** – Compliance check that the Confirmation of Compliance Certificate at Annex U has been completed and submitted.
- 60.10. **Step 10** - Technical Questions evaluated as described in paragraphs 57.1 to 57.9 and technical score awarded for each question and have achieved the LAS for each question and overall technical score calculated and the MTT or higher has been achieved.

60.11. **Step 11** – All Tenderers will receive an initial debrief letter, advising of their scores for all questions. Tenderers will also receive high level feedback for questions where they have scored Broadly Satisfactory and below and for questions deemed non-compliant. Verbal feedback within the agreed sessions will be provided on all questions related to the negotiation topics.

60.12. All compliant Tenderers will be notified of negotiation sessions, confirmation of topics and will move to the negotiation phase as detailed in paragraph 41.

60.13. On conclusion of the negotiations, all Tenderers will be issued with an invitation to Final Tender Submission.

**61. FINAL TENDER EVALUATION**

**POST NEGOTIATIONS TENDERERS INVITED TO FINAL TENDER SUBMISSION  
FINAL TENDER SUBMISSION**

<b>FINAL TENDER EVALUATION</b>			
<b>STEP</b>	<b>SUBMISSION</b>	<b>ACTION</b>	<b>EVALUATION</b>
<b>Step 1</b>	Submission Summary - detailing documents that have been replaced, amended or remain unchanged.	Complete	Compliant Y/N
<b>Step 2</b>	DEFFORM 47	Complete	Compliant Y/N
<b>Step 3</b>	Mandatory Returns	Complete	Compliant Y/N
<b>Step 4</b>	Government Buying Standard for Cleaning – Mandatory Returns Declarations and list	Complete	Compliant Y/N
<b>Step 5</b>	Certificate of Compliance – Identical Tender	Complete	Compliant Y/N
<b>Step 6</b>	TUPE/HR – Response to Questions Annex K, Parts 1-4, Question 26-29	Compliant	Acceptable Y/N
<b>Step 7</b>	Insurance – Response to Question 30 Annex L	Compliant	Acceptable Y/N
<b>Step 8</b>	CAAS Evaluation	Check circumstances unchanged	Confirmation
<b>Step 9</b>	Booklet 2 – Pricing Information including Risk Register and MDAL Rebalancing Mechanism for Catering, Question 31, Annex M	Compliant and  Compliant	Affordable  Acceptable Y/N
<b>Step 10</b>	Booklet 3 – Service Information – Confirmation of	Compliant	Compliant Y/N

FINAL TENDER EVALUATION			
	Compliance Certificate		
<b>Step 11</b>	Booklet 5 – Contractors Plan – Evaluation of responses to Technical Questions	Lowest Acceptable Score Achieved for each question, Scored and Weighting applied Minimum Quality Score 60% or higher achieved	See Annex J and paragraphs 57.1 to 57.9  <b>Exception:</b> Q25 – 31 will be scored as detailed in para 57.5 and steps 6, 7, and 9.
<b>Step 12</b>	<b>Calculation of Value for Money (VfM) to determine Most Economically Advantageous Tender (MEAT)</b>		

- 61.1. **Step 1** – Compliance check that a Submission Summary has been provided.
- 61.2. **Step 2** – A compliance check that the Tenderer has completed the DEFFORM 47 and has provided a signed original with the hard copy submission and submitted an electronic copy on AWARD.
- 61.3. **Step 3** – A compliance check of all supporting information relating to Mandatory Declarations on the DEFFORM 47 have been provided and all additional Mandatory returns requested have been provided.
- 61.4. **Step 4** – A compliance check that the Government Standard for Cleaning- Mandatory Returns requested have been provided.
- 61.5. **Step 5** – A compliance check that Certificate of Compliance – Identical Tender has been completed and submitted.
- 61.6. **Step 6** – Compliance check that the Tenderers response is acceptable for all TUPE/HR requirements.
- 61.7. **Step 7** – Compliance check that the Tenderers response is acceptable for Insurance question.
- 61.8. **Step 8** – A compliance check by Cost Assurance and Analysis Services (CAAS) that the financial status of the Tenderer remains unchanged.
- 61.9. **Step 9** – An assessment of Booklet 2 – Pricing Information, Annex A, Part 1 and Part 2 are complete and the Tenderer’s Contract Price is affordable in accordance with the affordability criteria detailed at paragraph 54.3.3. Supporting Information to Pricing provides sufficient detail and review of the Rebalancing Mechanism for Catering and is acceptable.
- 61.10. **Step 10** – Compliance check that the Confirmation of Compliance Certificate at Annex T has been completed and submitted.
- 61.11. **Step 11** – Technical Questions evaluated as described in paragraphs 57.1 to 57.9 and technical score awarded for each question and have achieved the LAS for each question and overall technical score calculated and the MTT or higher has been achieved.
- 61.12. **Step 12** - Calculation of most economically advantageous tender on all Technically Compliant Tenderers as described in paragraph 63.

## **62. VALUE FOR MONEY BENCHMARK ASSESSMENT**

- 62.1. There are a number of Establishments within the region where some or all of the services required under this procurement are delivered 'in house' and as such may be the subject of initial outsourcing. Therefore an appropriate value for money benchmark (VfMB) will be developed based on the cost of how the Employer would deliver the defined output as the best alternative to commercial bids. The VfMB will be based on existing methods of delivering the requirement taking into account all reasonably foreseeable efficiencies.
- 62.2. The purpose of the VfMB is to test the value for money of the commercial bids. Where this demonstrates that the 'in house' solution delivers a better value for money solution, the identified services will not be outsourced.
- 62.3. The Establishments and services identified within the East Region where a VFMB will apply are:
- 62.3.1. RAF Coningsby:
    - Waste Management
  - 62.3.2. RAF Cranwell:
    - Waste Management
  - 62.3.3. JSSO Digby:
    - Core Catering Manpower
    - Core Catering
    - Domestic assistance
    - CRL Services
    - SLA Management
    - Mess/Hotel Management
    - Cleaning living & working areas
    - Cleaning Windows
    - Reactive cleaning
    - Waste Management
  - 62.3.4. RAF Henlow:
    - Mess/Hotel Management
  - 62.3.5. RAF Marham:
    - Waste Management
  - 62.3.6. RAF Scampton:
    - Waste Management
  - 62.3.7. MOD Wyton:
    - Mess/Hotel Management
- 62.4. Once the winning tender has been identified an assessment will be made against the VfMB for each of the Establishments at 62.3 above.

## **63. CALCULATION OF MOST ECONOMICALLY ADVANTAGEOUS TENDER (MEAT)**

- 63.1. MEAT will be determined using a Relative Value for Money model as described below on all technically compliant, affordable Tenders.

63.2. The Lowest Acceptable Tender (LAT) will be identified, which will be the Final Tender that has the lowest NPV'd Contract Price (as defined in paragraph 56) of all Technically Compliant Tenders as set out in paragraph 54.3.

63.3. The Employer has determined that it requires any Final Tender to score 40 more points than the LAT for £10,648,179 (NPV, VAT inclusive) increase in NPV'd Contract Price for it to be considered equal value for money to the LAT. This creates a RVfM Gradient of 3.76 E-6 (40/10,648,179) to 8 decimal places.

63.4. The RVfM rating for all acceptable Final Tenders will be calculated as follows:

$$\text{RVfM Rating} = \text{Technical Score difference} - (\text{Price difference} * \text{Equal RVfM gradient})$$

$$\text{Technical Score difference} = \text{Tender score} - \text{LAT score}$$

$$\text{Price difference} = \text{Tender price} - \text{LAT price}$$

All prices are measured in NPV'd Contract Price, VAT inclusive

***Tenderers should note that figures in the following example are for illustrative purposes only.***

63.5. An example below provides a demonstration on how this will be calculated:

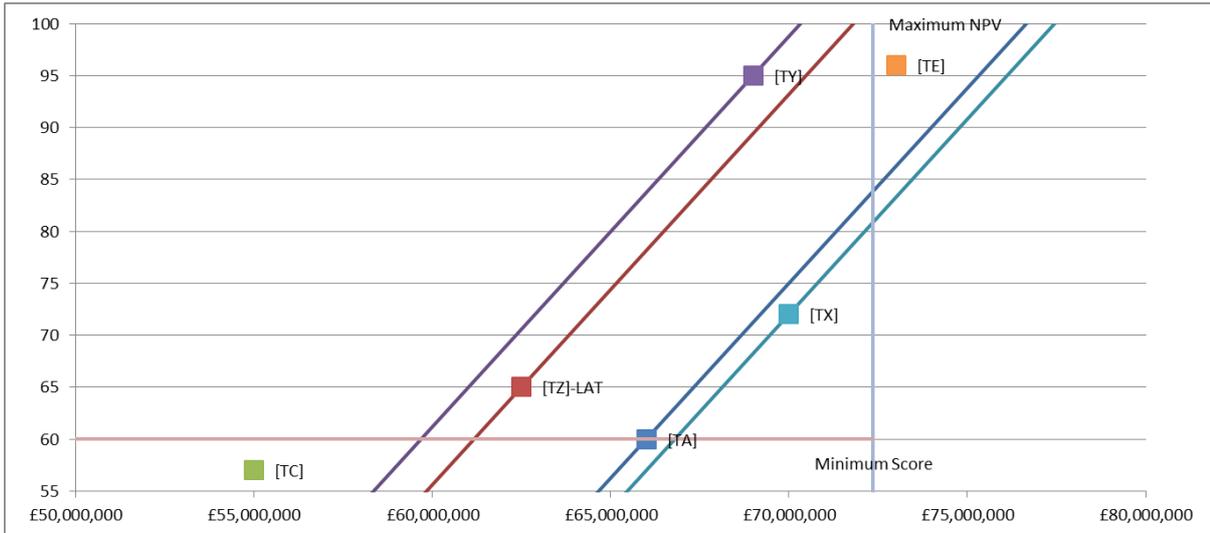
Tender	NPV'd Price	Technical Score	Acceptable	Price Difference	Technical Score Difference	RVfM Rating	RVfM Rank
TA	£ 66,000,000	60	TRUE	£ 3,500,000	-5	- 18.1478	3
TZ	£ 62,500,000	65	TRUE	£ -	0	0.0000	2
TC	£ 55,000,000	57	FALSE				
TY	£ 69,000,000	95	TRUE	£ 6,500,000	30	5.5827	1
TX	£ 70,000,000	72	TRUE	£ 7,500,000	7	- 21.1738	4
TE	£ 73,000,000	96	FALSE				

63.6. A worked example using the formula in paragraph 63.4 is shown below to demonstrate the calculation for the VfM Rating for Tenderer TA :

Final Tender Technical Score Difference: 60 - 65 = -5  
 Difference in Contract price: £66,000,000- £62,500,000 = £3,500,000  
 Value for Money Rating for TA is: -5 - ( £3,500,000 \* 3.76E-06 ) = -18.1478 (to 4 dps)

63.7. In the example above TZ is the LAT. Both TE and TC are eliminated as TE exceeds the maximum acceptable NPV'd price and TC has scored below the Minimum Technical Threshold (60 points). The remaining Tenderers, using the formula above have been awarded RVfM Ratings and TY with 5.5827 is the highest and would be the winner.

Pictorially the results can also be shown in the graph below:



63.8. In the graph the Lowest Acceptable Tender is labelled [TZ] LAT. The other Tenderers have been plotted on the graph according to their technical score and NPV'd Contract Price. The gradient lines indicate a £10,648,179 NPV'd price increase for 40% increase in technical score plotted through each Tender.

63.9. TY is the winner as the line drawn through TY is the highest leftmost line.

**SPECIAL NOTICES AND INSTRUCTIONS TO  
TENDERERS**

**PART 5**

**TENDER SUBMISSION REQUIREMENTS**

**64. TENDER SUBMISSION INSTRUCTIONS**

64.1. In order to facilitate effective and efficient evaluation by the Employer, Tenderers must submit their Tenders electronically via AWARD and also send an identical hard copy to the Tender Board in accordance with the instructions detailed below.

64.2. Tenderers must ensure that they include all relevant information in their Tenders. The Employer can only evaluate information provided..

**65. INITIAL TENDER SUBMISSION**

65.1. Initial Tender Submission will be split into a Commercial and Technical responses and will be structured as follows:

<b>DOCUMENT</b>	<b>AWARD SUBMISSION</b>	<b>TENDER BOARD SUBMISSION</b>	<b>RESPONSE</b>
<b>SNITS – Special Instructions and Notices to Tenderers</b>	<ul style="list-style-type: none"> <li>• DEFFORM 47</li> <li>• Mandatory and supporting documents where a Yes response requires a return (returns should include: Conflicts of Interest, Tender Validity, OOTC, PCG – if applicable and declaration on claims/proceedings on TUPE information)</li> <li>• Government Buying Standard for Cleaning – Mandatory Returns Declarations and list of products</li> <li>• Certificate of Compliance Identical Soft &amp; Hard copy Tender submission</li> <li>• Booklet 3 – Confirmation of Compliance</li> </ul>	<ul style="list-style-type: none"> <li>• Signed Original DEFFORM 47</li> <li>• Mandatory and supporting documents where a Yes response requires a return (returns should include: Conflicts of Interest, Tender Validity, OOTC, PCG – if applicable and declaration on claims/proceedings on TUPE information)</li> <li>• Government Buying Standard for Cleaning – Mandatory Returns Declarations and list of products</li> <li>• Certificate of Compliance Identical Soft &amp; Hard copy Tender submission</li> <li>• Booklet 3 – Confirmation of Compliance</li> </ul>	<b>Commercial</b>
	<ul style="list-style-type: none"> <li>• TUPE/HR – response to questions, Annex K</li> <li>• Insurance – response to question, Annex L</li> </ul>	<ul style="list-style-type: none"> <li>• TUPE/HR – response to questions, Annex K</li> <li>• Insurance – response to question, Annex L</li> </ul>	<b>Technical</b>
<b>Booklet 1 – Conditions of Contract</b>	<ul style="list-style-type: none"> <li>• Acceptance or Rejection of all Conditions of Contract and Conditions of Contract Certificate</li> </ul>	<ul style="list-style-type: none"> <li>• Acceptance or Rejection of all Conditions of Contract and Conditions of Contract Certificate</li> </ul>	<b>Commercial</b>

<b>DOCUMENT</b>	<b>AWARD SUBMISSION</b>	<b>TENDER BOARD SUBMISSION</b>	<b>RESPONSE</b>
		Provide a hard copy version of AWARD submissions	
<b>Booklet 2 – Pricing Information</b>	<ul style="list-style-type: none"> <li>• Completed Annex A, Part 1 &amp; 2</li> <li>• Supporting Information to Pricing</li> <li>• Master Data Assumptions List</li> <li>• Costed Risk Register</li> </ul>	<ul style="list-style-type: none"> <li>• Annex A, Part 1, Sheet 1 Total Region Price – Total Cost by Module</li> <li>• Annex A, Part 1, Sheet 2 Management Services Provision Payment.</li> <li>• Annex A, Part 1, Sheet 13 Rental Payments to the Employer</li> <li>• Annex A, Part 2, Sheet 15 Price for delivering services to all locations.</li> <li>• Remaining Pricing Sheets to be provided on a Disc (soft copy).</li> <li>• Supporting Information to Pricing on a Disc (soft copy).</li> <li>• Master Data Assumptions List</li> <li>• Costed Risk Register</li> </ul>	<b>Commercial</b>
	<ul style="list-style-type: none"> <li>• Response to Rebalancing Mechanism, Annex M</li> </ul>	<ul style="list-style-type: none"> <li>• Response to Rebalancing Mechanism, Annex M</li> </ul>	<b>Technical</b>
<b>Booklet 3 – Service Information</b>	<ul style="list-style-type: none"> <li>• Confirmation of Compliance (part of SNITS returns will form Booklet 5 requirements)</li> </ul>	<ul style="list-style-type: none"> <li>• Confirmation of Compliance (part of SNITS returns will form Booklet 5 requirements)</li> </ul>	<b>N/A (see SNITS)</b>
<b>Booklet 4 – Employer Supplied Information</b>	<ul style="list-style-type: none"> <li>• No response required</li> </ul>	<ul style="list-style-type: none"> <li>• No response required</li> </ul>	<b>N/A</b>
<b>Booklet 5 – Contractors Plan</b>	<ul style="list-style-type: none"> <li>• Response to Technical Questions set out in Annex J relating to</li> </ul>	<ul style="list-style-type: none"> <li>• Response to Technical Questions set out in Annex J</li> </ul>	<b>Technical</b>

DOCUMENT	AWARD SUBMISSION	TENDER BOARD SUBMISSION	RESPONSE
	Booklet 3 <ul style="list-style-type: none"> <li>Product Specifications to be provided on disc with technical submission</li> </ul>	relating to Booklet 3 <ul style="list-style-type: none"> <li>Product Specifications to be provided on disc with technical submission</li> <li>Where a response to any question requires financial information to be provided only a summary page should be printed any additional financial information should be provided in disc format.</li> </ul>	

65.2. Hard copy Tenders should comprise of 1 copy Commercial (including pricing) and 1 Technical (no pricing to be included with exception of Q4 Retail Plans, which should include all financial information including guaranteed Fixed Rent).

65.3. Electronic Tenders should be submitted in accordance with the instructions on AWARD.

65.4. All technical questions in Annex J, K, L and M should be answered without reference to general marketing or promotional material. Tenderers are required to use the document naming convention described in Annex N for their AWARD and Hard copy tender submission.

65.5. Tenderers must note that failure to supply the required information, or the required format, may result in the Tender being rejected.

**66. SNITS RESPONSE**

66.1. Tenderers must complete and include DEFFORM 47 (Offer) at Annex O of this ITN with their Tenders. Where they select 'Yes' to any questions Tenderers must either provide a 'Nil Return' or complete and attach the relevant forms.

66.2. Tenderers must include the original signed DEFFORM 47 (Offer) of this ITN with one paper copy of the priced Tender.

66.3. Tenderers must provide all mandatory returns and supporting information detailed in the DEFFORM 47. Details of these requirements are contained in Annex P.

66.4. In addition Tenderers are required to:

66.4.1. confirm Tender validity as per paragraph 38 of this ITN.

66.4.2. notify any Conflicts of Interest in as per paragraph 15 of this ITN.

66.4.3. notify any changes in circumstance relating to Occasions of Tax Non Compliance as per paragraph 45 of Annex P of this ITN.

- 66.4.4. complete the mandatory returns declarations and list required for the Government Buying Standards for Cleaning as referenced in the Booklet 3 – Service Information. Tenderers are to provide the information detailed in Annex Q of this ITN;
- 66.4.5. completion of a signed certificate of compliance in accordance with Annex H confirming that the electronic Tender submitted through AWARD is identical in every respect to that submitted in hard copy through the physical Tender Board.
- 66.5. Tenders will be evaluated as detailed in Part 4, Tender Evaluation Process.
- 66.6. Tenderers can access DEFCONS and DEFFORMS referred to throughout this document on the Commercial Toolkit which can be accessed via the Acquisition Operating Framework: <https://www.gov.uk/acquisition-operating-framework>.
- 67. TUPE/HR (Transfer of Undertakings (Protection of Employment) & Human Resources)**
- 67.1. Tenderers attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and/or the Service Provision change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. It is the Employer's view that TUPE is likely to be applicable if this ITN results in a Contract being placed. In these circumstances the Employer will wish to satisfy itself that your proposals take full account of your obligations under TUPE. Nevertheless it is your responsibility to consider whether or not TUPE applies in the individual circumstances of your tender, particularly if you are proposing to submit an innovative Tender and the Employer shall not be liable for the opinion expressed above.
- 67.2. If you have a contrary view to that of the Employer on the applicability of TUPE you are strongly encouraged to submit both a TUPE and non-TUPE tender, providing a full explanation to support your view. If the Employer is satisfied by your explanation, the non-TUPE Tender will be considered, otherwise the Tender conforming to the Employer's view will be considered.
- 67.3. Tenderers are required to respond to the questions relating to TUPE/HR as detailed in Annex K which includes HR definitions and evaluation criteria for each tender response requirement detailed in paragraphs 68.5 to 68.20.
- 67.4. Where information or a response is requested from the Tenderer, such information or response **must** be provided by each company or organisation, employing staff within the service delivery workforce. It is not sufficient for information or responses to be provided by a "single identity" that a group of companies/organisations has adopted for bidding purposes, unless it is clear from the information or response that the information or response given is as if it has been provided by each individual company or organisation.
- 67.5. These HR response requirements refer to the application of UK employment legislation (including Northern Ireland) including the Transfer Regulations.
- 67.6. The HR tender response requirements are necessary for the Employer to assess the quality of Tenderers HR proposals submitted in support of the Tenderers service delivery

proposal. They should be read in conjunction with the HR Tender Evaluation Criteria. This will enable Tenderers to fully understand the Employer's HR requirements and considerations in evaluating Tenderers proposals.

- 67.7. Information to enable you to formulate your Tender on the assumption that TUPE applies is available on the VDR in folder reference 3.3 and 3.4. This information must be treated on a confidential basis and released on the understanding that you will not copy or use the material except for the purposes of preparing your Tender and that you will return it and any copies of it should you be unsuccessful in this competition.
- 67.8. The information in the VDR may be updated prior to contract award in which event the winning Tenderer will be given the opportunity to revise or confirm their tendered prices.
- 67.9. The information detailed in VDR in folder 3.4 has been obtained from the contractor currently undertaking part of this task. The accuracy and completeness of this information cannot be warranted by the Employer. It remains your responsibility to ensure your tender takes full account of the relevant circumstances of this re-let and Tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Employer (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Employer) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this ITN. Failure to provide a clear and unequivocal confirmation may result in your Tender being deemed non-compliant.

#### **HR Transition Proposals**

- 67.10. Tenderers are required to provide an HR transition plan for the transfer under the Transfer Regulations of Transferring Employees that is envisaged by the Tenderer between Contract Award Date and Relevant Transfer Date plus one month. The HR transition plan should follow the format in Annex K, Part 1 and cover (but not be limited to) the information requested. The response should be provided in narrative form with (where appropriate) supporting statistical analysis and documentation.
- 67.11. Tenderers are required to clearly identify who the Transferring Employees future employer will be and detail projected dates of transfer to each contractor and subcontractor.
- 67.12. Tenderers are required to include the HR risks, dependencies, assumptions and exclusions for each sub-question in respect of each of the HR Transition Proposals as appropriate; if there are none then this should be clearly annotated.

#### **HR Sustainability Proposals**

- 67.13. Tenderers are required to provide HR Sustainability Proposals covering the period from service commencement through to duration of the contract. The HR Sustainability proposal should follow the format in Annex K, Part 2 and cover (but not limited to) the information requested. The response should be provided in narrative form with (where appropriate) supporting statistical analysis and documentation.

67.14. Tenderers are required to include the HR risks, dependencies, assumptions and exclusions for each sub-question in respect of the HR Sustainability Proposals as appropriate; if there are none then this should be clearly annotated.

#### **Terms and Conditions – Authority Employees**

67.15. The Authority needs to have confidence that Tenderers intend to meet their TUPE obligations and for this reason you are required to confirm that information on existing MOD terms and conditions of employment and collective agreements has been examined and understood within the context of your technical solution, including any activities that you propose to subcontract.

67.16. Tenderers are required to respond to Annex K, Part 3.

#### **Pensions, Ill health, Injury and Death Benefits – Authority Employees and Ex-Authority Employees**

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

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

67.18.1. Staff who are members of the public service pension scheme, and who are compulsorily transferred out of the public sector should continue to be members of the public service pension scheme they were in immediately prior to the transfer, while they continue to be employed on the contracted services, subject to the eligibility criteria of the relevant scheme.

67.18.2. Staff previously compulsorily transferred from the public sector under old Fair Deal, and meet the eligibility requirements for new Fair Deal should be provided with access to the appropriate public service pension scheme, while they continue to be employed on the contracted services.

67.18.3. Tenderers (and sub-contractors) who become employers of staff who are currently members of, or are eligible to be re-admitted to, the Civil Service Pension Scheme (PCSPS/alpha) will be required to enter into an Admission Agreement with the Cabinet Office and the Authority.

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

<http://www.civilservicepensionscheme.org.uk/employers/applying-to-join-civil-service-pensions/new-fair-deal/>

67.20. For this response the Tenderer is required to respond individually for each employer within the service delivery model who will employ Authority employees as a consequence of TUPE. Tenderers are required to respond to Annex K, Part 4.

#### **68. INSURANCE**

68.1. Tenderers are required to respond to the question relating to Insurance as detailed in Annex L, question 30.

## **69. BOOKLET 1 – CONDITIONS OF CONTRACT**

- 69.1. Tenderers must indicate their “Acceptance” of Booklet 1 at Initial Tender submission. Tenderers acceptance Booklet 1 – Conditions of Contract will be through an electronic compliancy matrix on AWARD. Where Tenderers reject a Clause, they must complete the comments box, comments will be addressed through the process described at paragraphs 34 & 35 and will conclude at Initial Tender Submission.
- 69.2. Tenderers are required to print a copy of their AWARD acceptance or all clauses for their hard copy tender submission together with a hard copy of Conditions of Contract Certificate.

## **70. BOOKLET 2 – PRICING INFORMATION**

- 70.1. Tenderers are required to provide firm Contract Price for the services to cover the five (5) Year Contract including the Option Years by completing the Microsoft Office Excel spreadsheets provided at Annex S, these will form Annex A, Part 1 and 2 of Booklet 2 – Pricing Information. Instructions for completing Annex A, Part 1 and 2 are provided within the spreadsheet. These templates will form the basis of the financial evaluation and will be contractually binding on the part of the successful Tenderer and will form part of Booklet 2 – Pricing Information.
- 70.2. In addition to completing Annex A, Part 1 and 2, Tenderers are required to submit supporting financial information on how the Contract Price has been built up in Microsoft Office Excel format. This information will be used during the life of the Contract to agree prices for changes to the Contract, therefore, as a minimum the financial information needs to demonstrate individual staffing costs. The supporting information may also include financial and operating assumptions and formulae underpinning the fixed, semi-fixed and variable costs. This information will be contractually binding on the part of the successful Tenderer and will form part of Booklet 2 – Pricing Information.
- 70.3. Tenderers are required to respond to the Rebalancing Mechanism question detailed in Annex M, Question 31.

## **71. BOOKLET 3 – SERVICE INFORMATION**

- 71.1. Tenderers will be required to provide a Booklet 3 - Confirmation of Compliance Certificate as part of their submission to Booklet 5 – Contractors Plan.

## **72. BOOKLET 4 – EMPLOYER SUPPLIED INFORMATION**

- 72.1. Tenderers are not required to provide a submission to this Booklet. The Employer Supplied Information and additional supporting data is provided to assist Tenderers in the formulation of their responses.

## **73. BOOKLET 5 – CONTRACTORS PLAN**

- 73.1. Tenderers are to provide responses and supporting information as detailed in the individual questions provided at Annex J using the naming convention detailed in Annex N. The following table details the deliverables and the link to the Modules in Booklet 3 – Service Information which provides the details of the various plans which will form Booklet 5, with exception of Exit Management Plan which will be incorporated into Annex N to Booklet 1 – Conditions of Contract:

<b>Deliverable</b>	<b>Related Question Number</b>	<b>Booklet 3 – Module Ref</b>
Contract Management Plan	Q6, 7, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24 Responses will be incorporated into Plan in accordance with Module A	A, Q, R, S, T, U
Waste Management Plan	Q1, 2, 3 Responses will be incorporated into Plan in accordance with Module A	A, S
Catering Retail and Leisure Plan (Regional and Establishment)	Q4, 8, 9, 10, 11, 25 Responses will be incorporated into Plan in accordance with Module A	A, P
Marketing and Communications Plan	Q5 Plan to be submitted as part of response to Question	A, P
Relationship Management Plan	Q12 Plan to be submitted as part of response to Question	A
Mobilisation Plan	Q17 Plan to be submitted as part of response to Question	A
Exit Management Plan	Q18 Plan to be submitted as part of response to Question and will be incorporated into Annex N – Booklet 1 Conditions of Contract	A
Booklet 3 – Confirmation of Compliance	Annex T	N/A

#### **74. FINAL TENDER SUBMISSION**

74.1. Following the negotiation phase, the Employer will issue Final Tender Submission Instructions. The Tender will be split into a Commercial and Technical response and will be structured as follows:

<b>DOCUMENT</b>	<b>AWARD SUBMISSION</b>	<b>TENDER BOARD SUBMISSION</b>	<b>RESPONSE</b>
<b>Submission Summary</b>	<ul style="list-style-type: none"> <li>Summary document detailing documents that have been replaced, amended or unchanged.</li> </ul>	<ul style="list-style-type: none"> <li>Hard copy of the summary document</li> </ul>	<b>Commercial</b>
<b>SNITS – Special Instructions and Notices to Tenderers</b>	<ul style="list-style-type: none"> <li>DEFFORM 47</li> <li>Mandatory and supporting documents where a Yes response requires a return (returns should include: Conflicts of Interest, Tender Validity, OOTC,</li> </ul>	<ul style="list-style-type: none"> <li>Signed Original DEFFORM 47</li> <li>Mandatory and supporting documents where a Yes response requires a return (returns should include: Conflicts of Interest, Tender Validity, OOTC, PCG</li> </ul>	<b>Commercial</b>

DOCUMENT	AWARD SUBMISSION	TENDER BOARD SUBMISSION	RESPONSE
	<p>PCG – if applicable and declaration on claims/proceedings on TUPE information)</p> <ul style="list-style-type: none"> <li>• Government Buying Standard for Cleaning – Mandatory Returns Declarations and list of products</li> <li>• Certificate of Compliance Identical Soft &amp; Hard copy Tender submission</li> <li>• Booklet 3 – Confirmation of Compliance</li> </ul>	<p>– if applicable and declaration on claims/proceedings on TUPE information)</p> <ul style="list-style-type: none"> <li>• Government Buying Standard for Cleaning – Mandatory Returns Declarations and list of products</li> <li>• Certificate of Compliance Identical Soft &amp; Hard copy Tender submission</li> <li>• Booklet 3 – Confirmation of Compliance</li> </ul>	
	<ul style="list-style-type: none"> <li>• TUPE/HR – response to questions, Annex K</li> <li>• Insurance – response to question, Annex L</li> </ul>	<ul style="list-style-type: none"> <li>• TUPE/HR – response to questions, Annex K</li> <li>• Insurance – response to question, Annex L</li> </ul>	<b>Technical</b>
<b>Booklet 2 – Pricing Information</b>	<ul style="list-style-type: none"> <li>• Completed Annex A, Part 1 &amp; 2</li> <li>• Supporting Information to Pricing</li> <li>• Master Data Assumptions List</li> <li>• Costed Risk Register</li> </ul>	<ul style="list-style-type: none"> <li>• Annex A, Part 1, Sheet 1 Total Region Price – Total Cost by Module</li> <li>• Annex A, Part 1, Sheet 2 Management Services Provision Payment.</li> <li>• Annex A, Part 1, Sheet 13 Rental Payments to the Employer</li> <li>• Annex A, Part 2, Sheet 15 Price for delivering services to all locations.</li> <li>• Remaining Pricing Sheets to be provided on a Disc</li> </ul>	<b>Commercial</b>

DOCUMENT	AWARD SUBMISSION	TENDER BOARD SUBMISSION	RESPONSE
		(soft copy). <ul style="list-style-type: none"> <li>Supporting Information to Pricing on a Disc (soft copy)</li> </ul>	
	<ul style="list-style-type: none"> <li>Response to Rebalancing Mechanism, Annex M</li> </ul>	<ul style="list-style-type: none"> <li>Response to Rebalancing Mechanism, Annex M</li> </ul>	<b>Technical</b>
<b>Booklet 3 – Service Information</b>	<ul style="list-style-type: none"> <li>Confirmation of Compliance (part of SNITS returns will form Booklet 5 requirements)</li> </ul>	<ul style="list-style-type: none"> <li>Confirmation of Compliance (part of SNITS returns will form Booklet 5 requirements)</li> </ul>	<b>N/A (see SNITS)</b>
<b>Booklet 5 – Contractors Plan</b>	<ul style="list-style-type: none"> <li>Response to questions set out in Annex J relating to Booklet 3</li> <li>Product Specifications to be provided on disc with technical submission</li> </ul>	<ul style="list-style-type: none"> <li>Response to questions set out in Annex J relating to Booklet 3</li> <li>Where a response to any question requires financial information to be provided only a summary page should be printed any additional financial information should be provided in disc format.</li> <li>Product Specifications to be provided on disc with technical submission</li> </ul>	<b>Technical</b>

74.2. When submitting their Final Tenders, Tenderers should also follow the submission instructions for Initial Tender Submission for SNITS, Booklets 2, 3 and 5, paragraphs 65, 69, 70 and 72.

74.3. Tenderers are required to provide a Tender submission summary detailing changes to their responses from Initial Tender submission. Tenderers should indicate which documents have been replaced, amended or remain unchanged. Where a document is amended, all amendments must be highlighted in yellow.

74.4. The Employer will only re-evaluate those documents/parts of the Final Tender which have been amended since submission of the Initial Tender. The Employer will not re-evaluate any documents or parts of the Tender which have not been changed.

## **75. BOOKLET 5 – ACCEPTED PLAN**

- 75.1. Tenderers responses to Technical Questions set out in Annex J, K, L and M and Booklet 3 – Service Information at Final Tender Submission, which if accepted, will form binding contractual obligations and form the contents Booklet 5 – Accepted Plan. Tenderers must note these deliverables will be at different stages of maturity at Contract Award and will be finalised in accordance with Module A of Booklet 3 – Service Information.

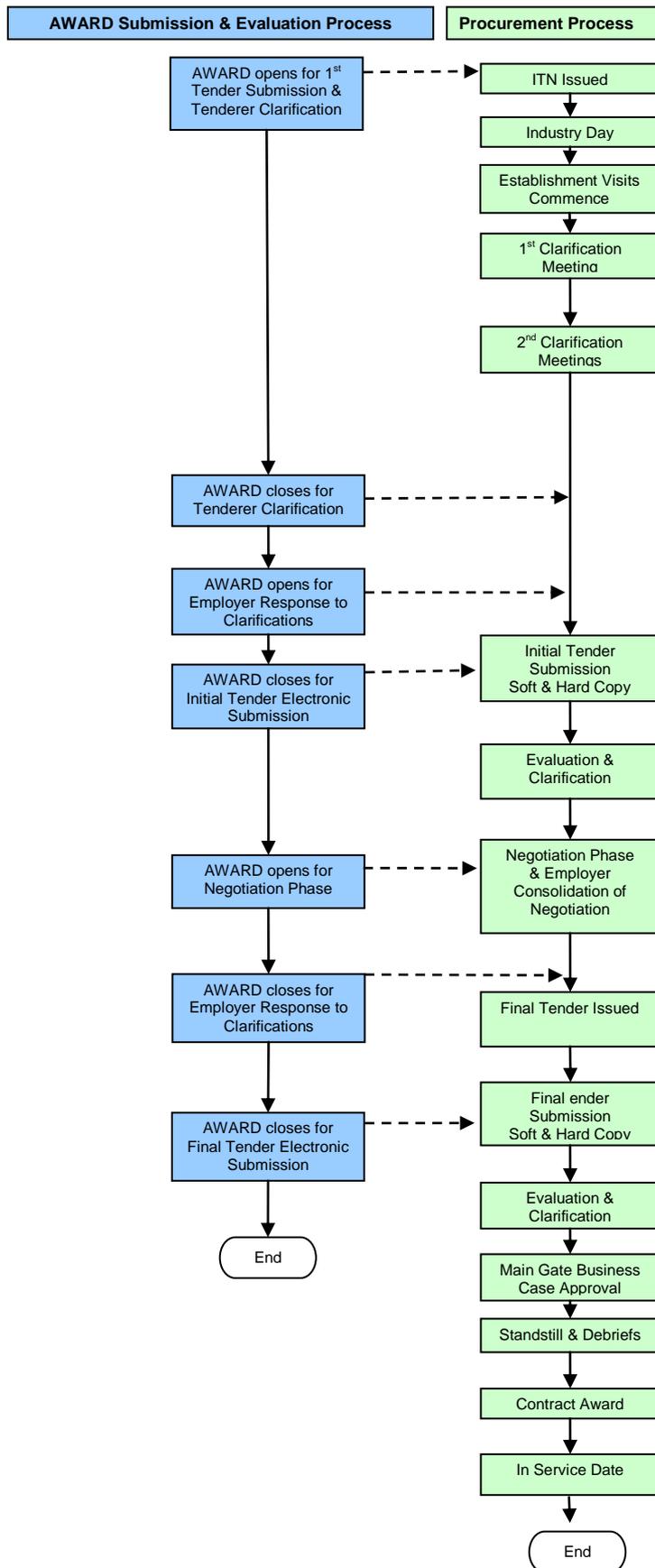
**SPECIAL NOTICES AND INSTRUCTIONS TO  
TENDERERS**

**ANNEXES A-T**

## GLOSSARY OF TERMS

<b>Term or Abbreviation</b>	<b>Definition</b>
Accepted Plan	Booklet 5 - Contractor's Plan at award of contract
AOF	Acquisition Operating Framework
AWARD Software	Commerce Decisions software for the submission, Virtual Data Room and clarifications for this procurement
CAAS	Cost Assurance and Analysis Services
CAT	Cheapest Acceptable Tender
Contract	Any contract entered into as a result of this Competitive Negotiated process for the provision of the Service
Contractor	The successful Tenderer
Contractor's Plan	Tenderer's proposal which becomes the Accepted Plan if awarded a contract
CCM	Core Catering Manpower
DIO	Defence Infrastructure Organisation
DOTAS	Disclosure of Tax Avoidance Scheme
DSPCR	Defence & Security Public Contract Regulations 2011
EIR	Environmental Information Regulations 2002
Employer	Ministry of Defence (MOD)
Establishment(s)	Premises, station, unit or site
FOIA	Freedom of Information Act
GAAR	General Anti Abuse Rule
HMRC	Her Majesty's Revenue and Customs
IMS	Infrastructure Management System
Investment Approval Committee (IAC)	The senior committee, responsible for taking investment decisions on behalf of the Secretary of State for Defence
ITN	Invitation to Negotiate
ITN Material	ITN documentation set and information contained in Virtual Data Room
MAC	Multi Activity Contract
MEAT	Most Economically Advantageous Tender
OJEU	Official Journal of the European Union
OOTNC	Occasions of Tax Non Compliance
P2P	Purchase to Payment – MOD's electronic bill payments system
PDR	Physical Data Room
PQQ	Pre-Qualification Questionnaire
Services	Services set out in Booklet 3 – Service Information
SME	Small and Medium Enterprises
SNITS	Special Notices and Instructions to Tenderers
Soft FM	Soft Facilities Management
Tender	A documentation set issued for ITN to invite bids for a project.
Tender Board	A group of independent commercial officers who carry out a tender receipt process for competitive tenders on a set date at a specified time to open and process tender documents which they then forward to acquisition teams for evaluation.
TUPE	Transfer of Undertakings (Protection of Employment)
VfMB	Value for Money Benchmark
VDR	Virtual Data Room – area defined in AWARD Software for this procurement

COMPETITIVE NEGOTIATED PROCESS



## **INDUSTRY DAY – DETAILS**

The Industry Day for East Region Multi Activity Contract will be held as detailed below:

Date: Thursday 9 June 2016

Time: 1000 -1200 hrs

Location: Defence Infrastructure Organisation, HQ Army, Marlborough Lines, Monxton Road, Andover, SP11 8HJ

Venue: Ramillies Building, Lecture Theatre

### **SITE ACCESS/SECURITY**

Tenderers must provide details of attendees 48 hours before the event by completing the Confirmation of Attendees – Form, Annex D.

Tenderers are to note access will not be granted if the information requested is not provided within the timescale stated.

All attendees are required to report to North Site, Andover Gatehouse and bring a proof of ID and unescorted will be directed to the event location by the staff at the Main Gate.

Those that require escorting will be escorted from the Main Gate by the Project Management Team.

### **AGENDA**

The ITN Industry Day will provide Industry with:

1. Details of the ITN process.
  - a. Details of the Establishment Visits.
2. Details of Booklet 3 - Service Information.

Details of Booklet 4:

  - a. An understanding and overview of the East Region
  - b. An understanding of the Virtual Data Room
3. Provide an opportunity for Industry to raise initial questions.

### **OTHER INFORMATION**

Refreshments will not be provided, however, refreshments are available from the street café within the Ramillies Building.



## CLARIFICATION MEETING – DETAILS

The Clarification Meetings for East Region Multi Activity Contract will be held as detailed below:

Location: Defence Infrastructure Organisation, HQ Army, Marlborough Lines, Monxton Road, Andover, SP11 8HJ

<b>Clarification Meeting 1</b>	<b>Date</b>	<b>Time</b>	<b>Venue</b>
Sodexo Limited	04 July 2016	10.00 – 11.30	Ramillies Building, Bravo Meeting Room
Compass Contract Services (UK) Limited – T/A ESS	04 July 2016	14.00 – 15.30	Ramillies Building, Bravo Meeting Room
ISS Mediclean Limited	05 July 2016	10.00 – 11.30	Ramillies Building, Bravo Meeting Room
Carillion Service Limited (joint venture with Aramark Limited)	05 July 2016	14.00 – 15.30	Ramillies Building, Bravo Meeting Room

<b>Clarification Meeting 2</b>	<b>Date</b>	<b>Time</b>	<b>Venue</b>
Carillion Service Limited (joint venture with Aramark Limited)	08 August 2016	10.00 – 11.30	Ramillies Building, Bravo Meeting Room
ISS Mediclean Limited	08 August 2016	14.00 – 15.30	Ramillies Building, Bravo Meeting Room
Compass Contract Services (UK) Limited – T/A ESS	09 August 2016	10.00 – 11.30	Ramillies Building, Bravo Meeting Room
Sodexo Limited	09 August 2016	14.00 – 15.30	Ramillies Building, Bravo Meeting Room

### SITE ACCESS/SECURITY

Tenderers must provide details of attendees 48 hours before the event by completing the Confirmation of Attendees – Form, Annex D.

Tenderers are to note access will not be granted if the information requested is not provided within the timescale stated.

All attendees are required to report to North Site, Andover Gatehouse and bring a proof of ID and unescorted will be directed to the event location by the staff at the Main Gate.

Those that require escorting will be escorted from the Main Gate by the Project Management Team.

### AGENDA

The Clarification Meeting will provide Tenderers an opportunity to raise clarifications.

**PROJECT HESTIA REGION 6 – EAST REGION  
ESTABLISHMENT VISIT PROGRAMME**

Tenderers are to note that there will be a split into three work streams – Catering Retail & Leisure, Cleaning & Waste and Catering Retail Design. Second establishment visits are not envisaged or planned.

Ser	Visit Date	Establishment	Timings / Duration	Remarks / Additional Information
(a)	(c)	(b)	(d)	(f)
<b>WEEK 1</b>				
01	Tuesday 14 June 16	<b>RAF Scampton</b> Lincoln, Lincolnshire, LN1 2ST	Arrival 08:45 – 09:15 hrs for 09:30 hrs start ½ day duration	
02	Wednesday 15 June 16	<b>RAF Waddington</b> Lincoln, Lincolnshire, LN5 9NB	Arrival 08:45 – 09:15 hrs for 09:30 start ½ day duration - AM	Start at Junior Ranks Mess, Bldg 145 12:30 Lunch then drive to JSSU Digby - approx 20mins.
03		<b>Joint Services Signal Unit</b> Digby, Lincolnshire, LN4 3LH	Arrival approx 13:30 – 13:45 for 1400 start ½ day duration - PM	Start at Station Cinema List of attendees required a minimum of 5 days prior to visit.
04	Thursday 16 June 16	<b>RAF Cranwell</b> Sleaford, Lincolnshire, NG34 8HB	Arrival 08:45 – 09:15 hrs for 09:30 start ½ day duration	Start at Main Briefing Rm, Bldg 261, Flying Support Centre
05	Friday 17 June 16	<b>RAF Coningsby</b> Lincoln, Lincolnshire, LN4 4SY	Arrival 08:45 – 09:15 hrs for 09:30 start ½ day duration	
<b>WEEK 2</b>				
06	Tuesday 21 June 16	<b>Ministry of Defence Police &amp; Guarding Agency (MDPGA)</b> HQ, Wethersfield, Braintree, Essex, CM7 4AZ	Arrival 08:45 – 09:15 hrs for 09:30 start ½ day duration	
07	Wednesday 22 June 16	<b>Carver Barracks</b> Wimbish, Saffron Walden, Essex, CB10 2YA	Arrival 08:45 – 09:15 hrs for 09:30 start ½ day duration	Start at Red Wing Lecture Theatre

Ser	Visit Date	Establishment	Timings / Duration	Remarks / Additional Information
(a)	(c)	(b)	(d)	(f)
08	Thursday 23 June 16	<b>RAF Henlow</b> Henlow, Bedfordshire, SG16 6DN	Arrival 08:45 – 09:15 hrs for 09:30 start ½ day duration	Start at Briefing Rm, Ringer Hall, Bldg 62
09	Friday 24 June 16	<b>Defence Intelligence &amp; Security Centre (</b> Chicksands, Shefford, SG17 5PR	Arrival 08:45 – 09:15 hrs for 09:30 start ½ day duration	
<b>WEEK 3</b>				
10	Monday 27 June 16	<b>Robertson Barracks</b> Swanton Morley, NR20 4TX	Arrival 13:00 – 13:30 for 1400 start ½ day duration - PM	
11	Tuesday 28 June 16	<b>Prince William of Gloucester Barracks</b> Belvoir Avenue, Grantham, NG31 7TJ	Arrival 08:45 – 09:15 hrs for 09:30 start ½ day duration	
12	Wednesday 29 June 16	<b>Chetwynd Barracks</b> Chilwell, Beeston, NG9 5HA	Arrival 08:45 – 09:15 hrs for 09:30 start ½ day duration	Start at The Auditorium, Bldg 102
13	Thursday 30 June 16	<b>Defence Animal Centre</b> Asfordby Road, Melton Mowbray, Leicestershire, LE13 0GX	Arrival 08:45 – 09:15 hrs for 09:30 start ½ day duration	Start at Station Conference Rm
<b>04 – 07 July 2016 – 1<sup>st</sup> Clarification Meetings Week - HQ Field Army Andover</b>				
<b>WEEK 4</b>				
14	Tuesday 12 July 16	<b>Kendrew Barracks</b> Cottesmore, Oakham, LE15 7BL	Arrival 08:45 – 09:15 hrs for 09:30 start ½ day duration	
15	Wednesday 13 July 16	<b>MOD Wyton</b> Wyton Airfield, Huntingdon, Cambridgeshire, PE28 2EA	Arrival 08:20 – 08:30hrs to allow movement in packets to the car park and the briefing room 09:30 start ½ day duration	Start at Conference Rm 1, Skyways Bldg 35 List of attendees required a minimum of 5 days prior to visit

Ser	Visit Date	Establishment	Timings / Duration	Remarks / Additional Information
(a)	(c)	(b)	(d)	(f)
16	Thursday 14 July 16	<b>RAF Wittering</b> Peterborough, Cambridgeshire, PE8 6HB	Arrival 08:45 – 09:15 hrs for 09:30 start ½ day duration	Start at Pegasus Briefing Rm, Force HQ
17	Friday 15 July 16	<b>St. George's Barracks</b> North Luffenham, Oakham, Rutland, LE15 8RL	Arrival 08:45 – 09:15 hrs for 09:30 start ½ day duration	Start at Training Wing within Main Lecture Theatre, Bldg 11
<b>WEEK 5</b>				
18	Tuesday 19 July 16	<b>RAF Marham</b> King's Lynn, Norfolk, PE33 9NP	Arrival 08:45 – 09:15 hrs for 09:30 start ½ day duration	
19	Wednesday 20 July 16	<b>RAF Honington</b> Bury St. Edmunds, Suffolk, IP31 1EE	Arrival 08:45 – 09:15 hrs for 09:30 start ½ day duration	Start at Station Briefing Facility (Cinema)
20	Thursday 21 July 16	<b>Wattisham Station</b> Wattisham Airfield, Suffolk, IP7 7RA	Arrival 08:45 – 09:15 hrs for 09:30 start ½ day duration	Start at Lecture Theatre, 1 <sup>st</sup> Floor Education Centre, Bldg 315
21	Friday 22 July 16	<b>Rock Barracks</b> Woodbridge, IP12 3LU	Arrival 08:45 – 09:15 hrs for 09:30 start ½ day duration	Start at QM's Conference Rm
<b>WEEK 6</b>				
22	Wednesday 27 Jul 16 <b>Date TBC</b>	<b>Defence Medical Rehabilitation Centre</b> Headley Court, Epsom, Surrey, KT18 6JW <b>TO BE CONFIRMED</b>	Arrival 09.00 – 09:30 hrs for 10.00 start ½ day duration	<b>In lieu of visit to Defence &amp; National Rehabilitation Centre (DNRC), Stanford Hall.</b>
<b>08 – 11 August 2016 – 2<sup>nd</sup> Clarification Meetings Week - HQ Field Army Andover</b>				

## ESTABLISHMENT VISIT PROTOCOL FOR TENDERERS

### Purpose of briefing:

To give guidance to Tenderers when attending establishment visits for the HESTIA Soft Facilities Management (FM) Regional competitive procurement.

### Aim of the Visit to enable Industry to:

- Understand the culture of the sites.
- Understand the delivery of the catering on site.
- Visit and assess potential/opportunities for Retail and Leisure and innovation.
- Support Tenderers in their bid to submit a competitive tender.
- Give Tenderers the opportunity to gather “on-site” information that enhances that available in the VDR in order to provide a competitive bid for contracts.
- Provide an opportunity for Q&As, which will be co-ordinated through the clarification process.
- To invite Tenderers to understand the requirement through observation of a range of services currently provided and view facilities and buildings on a selection of Establishments in a Region.

### Conflict of Interest:

Tenderers must declare, prior to the Establishment visit, if they have any relationship with any of the hosting team attending to Commercial Officer (insert name).

### Prior to the Visit:

All Tenderers are to ensure the following:

- Provision of a form of photographic identification for each visit (e.g. Driving Licence, Identity Card, Passport etc).
- Provision and confirmation of requested details of those attending the visit five (5) days prior to ensure security arrangements are in place.
- Establish and arrange for personal protective clothing appropriate for the visit. ***(Note: Anyone who does not wear the protective clothing specified below will be unable to enter the food preparation areas. Visits to kitchen areas will be restricted to one person per bidder company and may not be possible at all if staff are very busy.)***

### Format of Visit:

All Tenderers will have received an Agenda ahead of the date of the visit.

The expected structure of the visit is to be as follows:

- Introduction and Health & Safety Briefing
- Structure and Timings for the Establishment Visit
- Groups will be divided into three work streams (Catering Retail & Leisure, Waste & Cleaning, and Catering Retail Design) and will tour areas/buildings appropriate to the work stream.

- Lunch (Tenderers will have the opportunity to utilise a pay as you dine facility to be determined by the Establishment.)
- Other Breaks (if required)
- Question and Answer Session

### **Compliance with EU Regulations:**

MOD is obliged to ensure any competitive procurement is compliant with EU Regulation principles of transparency, proportionality, non discrimination, fair treatment and mutual recognition. To ensure this is achieved all participants are requested to observe the following:

- All participants are required to wear their visitor badges at all times.
- Participants are to provide appropriate protective clothing e.g. for tour of kitchen(s) in order to comply with Food Safety Act 1990. Representatives who attend the visits and wish to visit food preparation areas are required to supply and wear appropriate clothing (white coat and trilby hat). Anyone who does not wear the protective clothing specified will be unable to enter the food preparation areas. It will be Tenderers responsibility to ensure that their representatives are equipped with any other protective clothing (coveralls, hard-hats etc) deemed appropriate for the site and facilities being viewed.
- All members of the tour group must remain with their host to ensure all participants receive the same information and the Agenda can be maintained.
- Taking of photographs is strictly prohibited. Photographs are provided on AWARD via the Virtual Data Room. If you have specific request, please request this from your host during the tour or at the Question and Answer session. The photographs will be taken by the HESTIA Project Team and posted on the Virtual Data Room with access to all Tenderers.
- Clarification questions regarding the services must be noted and asked at the Question and Answer session or via AWARD to ensure these are logged and all participants receive the same information, unless it is specifically linked to the participants Intellectual Property.

Finally, we would like to thank your for your co-operation during the Establishment Visit.

**CERTIFICATE OF COMPLIANCE – IDENTICAL TENDER**

We hereby confirm that ITN Tender Submission on AWARD and Hard Copy are identical.

**Signed:** .....

**Name:** .....

**Position:** .....

**Tenderer:** .....

**Address:** .....

.....

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**Telephone:** .....

**Mobile:** .....

**Email:** .....

**Facsimile:** .....

DEFFORM 28 – TENDER LABEL

<p>Not to be used for General Correspondence with the Ministry</p>	<p>Affix Stamp Here</p>
<p>THE TENDER BOARD ARMYHQ-DES Commercial Ramillies Building, floor 2 Zone 8 Marlborough Lines, Andover SP11 8HJ</p>	
<p><b>Tender No:</b> <b>Due: 10 am: Tuesday 27 September 2016</b></p>	<p>DEFFORM 28ABW Edn 6/09</p>

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<p>Not to be used for General Correspondence with the Ministry</p>	<p>Affix Stamp Here</p>
<p>THE TENDER BOARD ARMYHQ-DES Commercial Ramillies Building, floor 2 Zone 8 Marlborough Lines, Andover SP11 8HJ</p>	
<p><b>Tender No:</b> <b>Due: 10 am: Tuesday 27 September 2016</b></p>	<p>DEFFORM 28ABW Edn 6/09</p>

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### TECHNICAL – QUESTIONS

Each Question will have a Weighting and a Lowest Acceptable Score (LAS) with the exception of Q25 Leisure Plan which will be for information only and Q26-31 scored as detailed in the table below. In addition, for questions where the Lowest Acceptable Score is “Concerns” (i.e. Q4, Q5, Q8, Q11, Q12 and Q16), an additional technical score of “Unacceptable” could be scored by the Tenderer if their response meets the definition of Unacceptable as provided for that question. In the event that a Tenderer receives a mark of “Unacceptable” for one of those questions at final tender, it will be excluded and will take no further part in this ITN. The table summarises the Question number, Weighting, Lowest Acceptable Score for the Questions.

<b>Criterion</b>	<b>Weight</b>	<b>Lowest Acceptable Score</b>
[Q1] Waste Management	3.76%	Broadly Satisfactory
[Q2] Waste Strategies and Plans	2.14%	Broadly Satisfactory
[Q3] Waste Recording	5.02%	Broadly Satisfactory
[Q4] Retail Plans	5.25%	Low Confidence
[Q5] Promoting the use of the facilities	4.57%	Low Confidence
[Q6] Cleaning: Assurance Methods and Standards	2.77%	Broadly Satisfactory
[Q7] Cleaning: Resources	2.77%	Broadly Satisfactory
[Q8] Core Meal and Retail Meals served in the Mess	4.57%	Broadly Satisfactory
[Q9] Catering: Inputs	4.57%	Broadly Satisfactory
[Q10] Catering and Retail Quality Assurance	4.10%	Broadly Satisfactory
[Q11] CRL human resources provision	5.47%	Low Confidence
[Q12] Partnering	6.15%	Low Confidence
[Q13] Management Information	5.12%	Broadly Satisfactory
[Q14] Key personnel	5.47%	Broadly Satisfactory
[Q15] Operational Management	6.84%	Good Confidence
[Q16] Continuous Feedback and Improvement	5.12%	Low Confidence
[Q17] Mobilisation	4.21%	Broadly Satisfactory
[Q18] Exit	1.65%	Broadly Satisfactory
[Q19] Hotel and Mess Services	3.37%	Broadly Satisfactory
[Q20] Mess - Management and Cooperation	3.37%	Broadly Satisfactory
[Q21] Soft FM Services - Resources	2.53%	Broadly Satisfactory
[Q22] Soft FM Services - Assurance	2.53%	Broadly Satisfactory
[Q23] Resource Dependent tasks - Continuity	4.44%	Broadly Satisfactory
[Q24] Sustainability	4.21%	Broadly Satisfactory
[Q25] Leisure Facilities	Nil	Information Only
[Q26 – 29] TUPE	0%	Compliant/Non-Compliant
[Q30] Insurance Requirements	0%	Acceptable/Unacceptable
[Q31] Catering provision Payment Rebalancing Mechanism	0%	Acceptable/Unacceptable

## [Q1] Waste Management

### Background:

It is easy to take an approach to waste management that does little to change the culture of an organisation. The Employer wishes to make a step change in the attitudes of all MOD establishment occupants, be they visitors, employees, contractors or occupants. It is essential that the Contractor helps the Employer reduce its waste, and helps the Employer to meet the objectives set by Government.

### Aim:

To reduce the waste cycles from MoD establishments to As Low As Reasonably Possible. Strive for zero to landfill, improve reuse, improve recycling and also reduce recovery.

### Evidence Required:

Describe all the mechanisms that you will put in place to help the Employer reach the Government targets that will be put in place from time to time. Describe different approaches to different waste streams that will be applied under different circumstances.

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### Applicable Requirements

Module S - 26.1, 26.2, 26.3, 26.4, 26.5, 26.6, 26.7, 26.7.1, 26.8, 26.9, 26.10, 26.10.1, 26.11, 26.12, 27.1, 27.2, 27.3

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The bidder has described an approach to reducing waste that should be highly effective and considers all establishment occupants</li><li>2. The bidder has proposed a mechanism that provides a compelling incentive to reduce waste</li><li>3. There is a compelling, clear, practical, and innovative strategy to apply the Waste Hierarchy principles.</li></ol>
Good Confidence	<p>The Potential Provider has provided robust evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The bidder has described an approach to reducing waste that should be highly effective and considers all establishment occupants</li><li>2. The bidder has proposed a mechanism that provides a strong incentive to reduce waste</li><li>3. There is a credible strategy to increase reuse over recycling, increase recycling over recovery and increase recovery over landfill.</li></ol>
Broadly Satisfactory	<p>The Potential Provider has provided robust evidence that all of</p>

	<p>the following are true.</p> <ol style="list-style-type: none"> <li>1. The bidder has described an approach to reducing waste that should be effective and considers all establishment occupants</li> <li>2. The bidder has proposed a mechanism that provides a meaningful incentive to reduce waste</li> <li>3. Bidder has proposed effective steps to increase reuse over recycling, increase recycling over recovery and increase recovery over landfill.</li> </ol>
Low Confidence	<p>The evidence that the Potential Provider has provided gives rise to at least one of the following concerns:</p> <ol style="list-style-type: none"> <li>1. The bidder has described an approach to reducing waste that is unlikely to be effective.</li> <li>2. The bidder has not proposed a mechanism that provides a meaningful incentive to reduce waste</li> <li>3. Bidder has not proposed effective steps that will increase reuse over recycling, increase recycling over recovery and increase recovery over landfill.</li> </ol>

## [Q2] Waste Strategies and Plans

### Background:

Detailed site based Waste Management strategies are required during implementation of the contract. The Employer wants to understand the approach that the bidder will take in producing those plans.

### Aim:

To establish a step change in the approach to waste management across the MoD estate.

### Evidence Required:

Provide a Waste Management Strategy, that as a minimum, describes the approach you will take to produce effective site specific Waste Management Plans. Describe innovative approaches that you would be willing to pursue (with Employer approval) in order to help the Employer achieve its zero-to-land-fill aspiration.

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### Applicable Requirements

Module S - 28.1, 28.1.1, 28.1.2, 28.1.3, 28.1.4, 28.1.5, 28.2, 28.3, 28.3.1, 28.3.2, 28.3.3, 28.3.4, 28.3.5, 28.3.6, 28.3.7, 28.4, 28.4.1, 28.4.2

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The bidder will develop entirely suitable site-specific Waste Management Plans.</li><li>2. The bidder has practical, state of the art, innovative solutions that are practical for MoD establishments to employ.</li><li>3. The bidder has a clear and comprehensive understanding of the constraints under which the Employer operates.</li><li>4. There are practical efficiencies in the proposal that minimise the carbon footprint of waste removal.</li></ol>
Good Confidence	<p>The Potential Provider has provided robust evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The bidder will develop entirely suitable site-specific Waste Management Plans.</li><li>2. The bidder has solutions that are practical for MoD establishments to employ.</li><li>3. The bidder has a clear understanding of the constraints under which the Employer operates.</li><li>4. There are practical efficiencies in the proposal that reduce the carbon footprint of waste removal.</li></ol>
Broadly Satisfactory	<p>The Potential Provider has provided robust evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The bidder will develop Waste Management Plans that</li></ol>

	<p>generically address the needs of each site.</p> <ol style="list-style-type: none"> <li>2. The bidder has solutions that are largely practical for MoD establishments to employ.</li> <li>3. The bidder shows useful understanding of the constraints under which the Employer operates.</li> </ol>
Low Confidence	<p>The evidence that the Potential Provider has provided gives rise to at least one of the following concerns:</p> <ol style="list-style-type: none"> <li>1. The bidder will not develop Waste Management Plans that address the needs of each site.</li> <li>2. The bidder does not have solutions that are largely practical for MoD establishments to employ.</li> <li>3. The bidder does not have much understanding of the constraints under which the Employer operates.</li> </ol>

## [Q3] Waste Recording

### Background:

Accurate accounting of waste is an issue that affects the Employer. It is important that waste is measured accurately, recorded reliably and made available to the Employer. This is needed to determine how the department is doing against Government targets.

### Aim:

To ensure that the Employer is able to account for its waste and participate in, and verify waste reduction requirements placed on it by government.

### Evidence Required:

Assure the Employer that the monitoring of waste is comprehensive, timely and accurate.

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## Applicable Requirements

Module S - 28.5, 28.5.1, 28.6

## Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. There is very limited scope for human error in the recording system.</li><li>2. There is appropriately detailed information available with no latency.</li><li>3. The Employer will have direct and instant access to this information.</li></ol>
Good Confidence	<p>The Potential Provider has provided robust evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. There is limited scope for human error in the recording system.</li><li>2. There is appropriately detailed information available with little latency.</li><li>3. The Employer will have rapid access to this information.</li></ol>
Broadly Satisfactory	<p>The Potential Provider has provided evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. There is some scope for human error in the recording system but any errors are likely to be within acceptable bounds.</li><li>2. There is appropriately detailed information available after a delay</li><li>3. The Employer will have timely access to this information.</li></ol>

Low Confidence	<p>The evidence that the Potential Provider has provided gives rise to at least one of the following concerns:</p> <ol style="list-style-type: none"><li data-bbox="518 280 1324 347">1. There is significant scope for human error in the recording system.</li><li data-bbox="518 369 1236 403">2. There is insufficiently detailed information available.</li><li data-bbox="518 414 1356 452">3. The Employer will not have timely access to this information.</li></ol>
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## [Q4] Retail Plans

### Background

There is an obligation on service personnel to serve at locations, irrespective of local amenities. The Government has committed to “end any disadvantage that Armed Service imposes on our people and the wider Defence Community”. Within this Contract, there is a need to ensure service personnel are not disadvantaged by a lack of basic amenities where they live and work. The provision of on-site facilities and amenities is known to contribute to the moral component of the fighting power. This is backed up by recent Family and Continuous attitude surveys where satisfaction levels with the provision of retail facilities, is medium to low. The Military footprint varies both within, and across the HESTIA Contract regions. The locations range from an isolated detachment with less than 20 permanent staff, to large training bases with hundreds of permanent staff, and thousands of trainees, forming a large customer base and supporting amenities. Currently across these locations, some minimal vending or retail might be offered to the smaller markets, whilst in others there are shops, cafes, bars, retail high street brands and mobile catering all available to service personnel and their families. This inconsistency can lead to unfair local conditions and malaise.

### Aim:

Ensure that the retail offer encourages the End User to use the service

### Evidence Required:

Provide Retail Business Plans as detailed within the VDR in folder 4.1 Commercial Documents.

**NB:** Tenderers to use a figure of 1.0% of sales for utilities costs for all the individual retail facilities within their Retail Business Plans

*When the actual utilities data is made available this will replace the 1% assumption. Any difference will be added to or deducted from any guaranteed rent included in the Retail Business Plan*

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15 per Site Information Pack – total page count will be dependent on total number of proposed sites the Tenderer intends to provide a retail plan for i.e. 15 sides x 15 sites or 15 sides x 20 sites. The aggregated total shall include the Regional Plan.

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### Applicable Requirements

Module P - 5

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The plan(s) show entirely appropriate financial and non-financial information</li><li>2. The plan(s) demonstrate thorough analysis and insight</li><li>3. The plan(s) address all the establishments within the HESTIA Region, at an appropriate level</li><li>4. The plan(s) identify all appropriate retail opportunities at different establishment within the HESTIA Region</li></ol>

	<ol style="list-style-type: none"> <li>5. The plan(s) demonstrates a coherent and integrated approach across all facilities CRL offerings</li> <li>6. The plan(s) identify and target each market cohort with appropriate CRL solutions</li> <li>7. There is entirely appropriate and timely liaison with the Employer proposed as part of the plan(s)</li> <li>8. The plan(s) demonstrate solutions that are practical to implement</li> <li>9. The bidder has identified all the necessary business change and integral tasks in sufficient detail. These shall include both Contractor and Employer activities.</li> </ol>
Good Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that the following is true.</p> <ol style="list-style-type: none"> <li>1. The plan(s) show entirely appropriate financial and non-financial information.</li> </ol> <p>The Potential Provider has provided clear, compelling and verifiable evidence that 7 of the following are true.</p> <ol style="list-style-type: none"> <li>2. The plan(s) demonstrate thorough analysis and insight</li> <li>3. The plan(s) address all the establishments within the HESTIA Region, at an appropriate level</li> <li>4. The plan(s) identify all appropriate retail opportunities at different establishment within the HESTIA Region</li> <li>5. The plan(s) demonstrate a coherent and integrated approach across all facilities CRL offerings</li> <li>6. The plan(s) identify and target each market cohort with appropriate CRL solutions</li> <li>7. There is entirely appropriate and timely liaison with the Employer proposed as part of the plan</li> <li>8. The plan(s) demonstrate solutions that are practical to implement</li> <li>9. The bidder has identified all the necessary business change and integral tasks in sufficient detail. These shall include both Contractor and Employer activities</li> </ol>
Broadly Satisfactory	<p>The Potential Provider has provided clear, compelling and verifiable evidence that the following is true.</p> <ol style="list-style-type: none"> <li>1. The plan(s) show entirely appropriate financial and non-financial information.</li> </ol> <p>The Potential Provider has provided clear, compelling and verifiable evidence that 6 of the following are true.</p> <ol style="list-style-type: none"> <li>2. The plan(s) demonstrate thorough analysis and insight</li> <li>3. The plan(s) address all the establishments within the HESTIA Region, at an appropriate level</li> <li>4. The plan(s) identify all appropriate retail opportunities at different establishment within the HESTIA Region</li> </ol>

	<ol style="list-style-type: none"> <li>5. Each plan demonstrates a coherent and integrated approach across all facilities CRL offerings</li> <li>6. The plan(s) identify and target each market cohort with appropriate CRL solutions</li> <li>7. There is entirely appropriate and timely liaison with the Employer proposed as part of the plan</li> <li>8. The plan(s) demonstrate solutions that are practical to implement</li> <li>9. The bidder has identified all the necessary business change and integral tasks in sufficient detail. These shall include both Contractor and Employer activities</li> </ol>
Low Confidence	<p>The Potential Provider has provided some evidence and no more than 6 of the following are true.</p> <ol style="list-style-type: none"> <li>1. The plan(s) demonstrate thorough analysis and insight</li> <li>2. The plan(s) address all the establishments within the HESTIA Region, at an appropriate level</li> <li>3. The plan(s) identify all appropriate retail opportunities at different establishment within the HESTIA Region</li> <li>4. Each plan demonstrates a coherent and integrated approach across all facilities CRL offerings</li> <li>5. There is entirely appropriate and timely liaison with the Employer proposed as part of the plan</li> <li>6. The plan(s) identify and target each market cohort with appropriate CRL solutions</li> <li>7. The plan(s) demonstrate solutions that are practical to implement</li> <li>8. The bidder has identified all the necessary business change and integral tasks in sufficient detail. These shall include both Contractor and Employer activities</li> </ol>
Unacceptable	The Potential Provider fails to meet the above standard

## [Q5] Promoting the use of the facilities

### Background:

Service Personnel expectations of the on-site CRL provision are influenced by the high number of branded restaurants, coffee bars and take-home retail facilities readily available on the high street/retail parks. In order to make the Employer's establishments compelling places to be, the contractor will need to research the site's total market and provide modern brands and choices to compete with brands from 'outside the wire'.

### Aim:

To increase morale of the Armed Forces by providing and promoting a modern CRL environment that draws personnel together.

### Evidence Required:

Provide the Marketing & Communications Plan and detail how it will be implemented.

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### Applicable Requirements

Module P

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The marketing approach shows an in depth analysis of the roles of the establishments, operational tempo, weekly, monthly and annual activities</li><li>2. The plan(s) targets each market cohort with appropriate marketing plans, marketing channels and methodologies, including digital media and digital market aspects</li><li>3. The implementation of the marketing communications plan is likely to have a highly positive impact on uptake of the promoted services and an onward positive effect on morale</li><li>4. The selection of brands, concepts and offers are highly likely to encourage the End User community to remain within the wire</li></ol>
Good Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that the following is true.</p> <ol style="list-style-type: none"><li>1. The marketing approach shows an in depth analysis of the roles of the establishments, operational tempo, weekly, monthly and annual activities</li></ol> <p>The Potential Provider has provided clear, compelling and verifiable evidence that 2 of the following are true.</p> <ol style="list-style-type: none"><li>2. The plan(s) target each market cohort with appropriate marketing plans, marketing channels and methodologies, including digital media and digital market aspects</li><li>3. The implementation of the marketing communications plan is</li></ol>

	<p>likely to have a highly positive impact on uptake of the promoted services and an onward positive effect on morale</p> <p>4. The selection of brands, concepts and offers are highly likely to encourage the End User community to remain within the wire</p>
Broadly Satisfactory	<p>The Potential Provider has provided clear, compelling and verifiable evidence that the following is true.</p> <p>1. The marketing approach shows an in depth analysis of the roles of the establishments, operational tempo, weekly, monthly and annual activities</p> <p>The Potential Provider has provided clear, compelling and verifiable evidence that 1 of the following are true.</p> <p>2. Each plan targets each market cohort with appropriate marketing plans, marketing channels and methodologies, including digital media and digital market aspects</p> <p>3. The implementation of the marketing communications plan is likely to have a highly positive impact on uptake of the promoted services and an onward positive effect on morale</p> <p>4. The selection of brands, concepts and offers are highly likely to encourage the End User community to remain within the wire</p>
Low Confidence	<p>The Potential Provider has provided some evidence and no more than 1 of the following are true.</p> <p>1. Each plan targets each market cohort with appropriate marketing plans, marketing channels and methodologies, including digital media and digital market aspects</p> <p>2. The implementation of the marketing communications plan is likely to have a highly positive impact on uptake of the promoted services and an onward positive effect on morale</p> <p>3. The selection of brands, concepts and offers are highly likely to encourage the End User community to remain within the wire</p>
Unacceptable	The Potential Provider fails to meet the above standard

## [Q6] Cleaning: Assurance Methods and Standards

### Background:

The Employer has experience in developing schedules for cleaning that provide the required outputs. These have been tested over many years. With appropriate methods, schedules are effective in providing a clean environment.

### Aim:

To ensure that cleaning outputs remain effective and appropriate throughout the life of the contract.

### Evidence Required:

Describe the initial methods you will employ for cleaning the different types of areas indicated by the requirements. Describe how you will ensure that your methods are followed and the quality of cleaning outputs maintained. Describe how you will engage with the Employer to plan and make changes to the methods you employ in order to ensure no degradation in output.

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### Applicable Requirements

Module R - 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 17.9.1, 17.10, 17.11, 17.12, 18.1, 19.1, 19.2, 19.3, 20.1, 20.2, 20.3, 20.3.1

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The initial methods described are completely appropriate, robust and comprehensive leaving no doubt that the required output will be achieved</li><li>2. A robust and comprehensive quality management process will ensure consistent outputs that meet the requirement</li><li>3. Any changes will be agreed with all appropriate Employer representatives; robust process for planning and monitoring their implementation in order to ensure no degradation in output</li></ol>
Good Confidence	<p>The Potential Provider has provided robust evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The initial methods described are appropriate leaving little doubt that the required output will be achieved.</li><li>2. A quality management process will ensure consistent outputs that meet the requirement.</li><li>3. Any changes will be agreed with all appropriate Employer representatives; clear vision for how their implementation will be planned and monitored in order to ensure minimal degradation in output.</li></ol>
Broadly Satisfactory	<p>The Potential Provider has provided robust evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The initial methods described are largely appropriate but there is some possibility of minor shortfalls in output</li></ol>

	<ol style="list-style-type: none"> <li>2. A quality management process will be deployed that will largely ensure consistence outputs that meet the requirement</li> <li>3. Any changes will be agreed with all appropriate Employer representatives; bidder intends to plan and monitor the implementation of changes in order to ensure minimal degradation in output.</li> </ol>
Low Confidence	<p>The evidence that the Potential Provider has provided gives rise to at least one of the following concerns:</p> <ol style="list-style-type: none"> <li>1. The initial methods described may result in significant shortfalls in output or failures in the requirement areas stipulated.</li> <li>2. The bidder's quality management process may be ineffective resulting in inconsistent outputs and / or ongoing shortfalls in output or failures.</li> <li>3. The bidder may make changes that have not been suitably planned and agreed with all appropriate Employer representatives resulting in degradation in output.</li> </ol>

## [Q7] Cleaning: Resources

### Background:

Cleaning remains a labour intensive task. The use of space dictates the frequency of cleaning required. The Employer has a very good understanding of how it uses its spaces. Accurate estimation of initial schedules is vital to determining the cost of the service.

### Aim:

To ensure that cleaning outputs remain effective and appropriate throughout the life of the contract.

### Evidence Required:

Describe how you have and will continue to derive cleaning schedules. Demonstrate how these are related back to the cost drivers for the provision of this part of the service. Propose the initial schedules. Demonstrate the flexibility in the delivery that you will employ and how that will affect the Employer.

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### Applicable Requirements

Module R - 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 17.9.1, 17.10, 17.11, 17.12, 18.1, 19.1, 19.2, 19.3, 20.1, 20.2, 20.3, 20.3.1

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The resources are in place to maintain an optimised schedule for all cleaning services.</li><li>2. There is a transparent relationship and complete consistency between the schedules and cost drivers for this part of the service.</li><li>3. There is extensive useful flexibility explicitly defined that will be easy to manage.</li></ol>
Good Confidence	<p>The Potential Provider has provided robust evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The resources are sufficient to ensuring that an appropriate schedule can be established for all cleaning services.</li><li>2. There is a strong relationship and consistency between the schedules and the cost drivers for this part of the service.</li><li>3. There is useful flexibility that will be manageable in practice.</li></ol>
Broadly Satisfactory	<p>The Potential Provider has provided robust evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The resources are sufficient to ensuring that an appropriate schedule can be established for most cleaning services</li><li>2. The relationship between the schedules and the cost drivers for this part of the service is largely clear, and there are no significant inconsistencies.</li></ol>

	<p>3. Whilst the degree of flexibility is limited in some areas, it is still useful and should be manageable in practice.</p>
<p>Low Confidence</p>	<p>The evidence that the Potential Provider has provided gives rise to at least one of the following concerns:</p> <ol style="list-style-type: none"> <li>1. The resources are insufficient to deliver an appropriate schedule for most cleaning services.</li> <li>2. There is a tenuous or opaque relationship or significant inconsistency between the schedules and the cost drivers for this part of the service.</li> <li>3. There is little or no useful flexibility or it will difficult to manage in practice.</li> </ol>

## [Q8] Core Meals and Retail Meals served in the Mess

### Background:

The Core Meal provision must sustain the Service Personnel (SP) through their allocated tasks and roles and must be provided at the times to suit the operational tempo of the site. A range of Retail Meals suitable for a variety of meal occasions should be provided as enhancements to the core meal. Mess menus must demonstrate high quality ingredients, meet the current legislations for food supply and food standards and provide an appealing balanced diet for SP. Phase 1 recruits will only receive the Core Meal and therefore how the provision creates appeal is of paramount importance.

### Aim:

To provide a Mess Catering Service that is valued by the End User and the Customer.

### Evidence Required:

Describe the approach that you will take to ensure that the Mess Catering paid for by the Employer is appreciated by the End User. Describe how your interpretation of Government Buying Standards, JSP456 and Food Information Regulations EU1169/2011 (FIR Regulations) December 14 will benefit the Employer and End User. Describe how your organisation will enhance the Mess experience and integrate the Core Meal and Retail Meal offer to increase the overall appeal of the Mess and help deliver maximum value for money for the Employer and the End User.

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### Applicable Requirements

Module P – 5, 6

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that all of the following are true.</p> <ol style="list-style-type: none"> <li>1. The bidder has provided a full description of its offer.</li> <li>2. The potential for the Core Meal will be achieved throughout the term of the contract.</li> <li>3. The potential for the Retail Meal will be achieved throughout the term of the contract.</li> <li>4. The proposal demonstrates how the usage of the mess catering facilities will be maintained and / or improved.</li> </ol>
Good Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that the following is true.</p> <ol style="list-style-type: none"> <li>1. The potential for the Core Meal will be achieved throughout the term of the contract.</li> </ol> <p>The Potential Provider has provided clear, compelling and verifiable evidence that 2 of the following are true.</p> <ol style="list-style-type: none"> <li>2. The bidder has provided a full description of its offer</li> <li>3. The potential for the Retail Meal will be achieved throughout the term of the contract.</li> <li>4. The proposal demonstrates how the usage of the mess catering facilities will be maintained and / or improved.</li> </ol>

Broadly Satisfactory	<p>The Potential Provider has provided clear, compelling and verifiable evidence that the following is true.</p> <ol style="list-style-type: none"> <li>1. The potential for the Core Meal will be achieved throughout the term of the contract.</li> </ol> <p>The Potential Provider has provided clear, compelling and verifiable evidence that 1 of the following are true.</p> <ol style="list-style-type: none"> <li>2. The bidder has provided a full description of its offer.</li> <li>3. The potential for the Retail Meal will be achieved throughout the term of the contract.</li> <li>4. The proposal demonstrates how the usage of the mess catering facilities will be maintained and / or improved.</li> </ol>
Low Confidence	<p>The Potential Provider has provided evidence that indicates that no more than 2 of the following is true.</p> <ol style="list-style-type: none"> <li>1. The potential for the Core Meal will be achieved throughout the term of the contract.</li> <li>2. The bidder has provided a full description of its offer</li> <li>3. The potential for the Retail Meal will be achieved throughout the term of the contract.</li> <li>4. The proposal demonstrates how the current usage of the mess catering facilities will be maintained and / or improved.</li> </ol>
Unacceptable	The Potential Provider fails to meet the above standard

## [Q9] Catering: Inputs

### Background:

There is a need to maintain high quality food input throughout the life of the contract. The Potential Provider will have robust and comprehensive processes to ensure food input standards.

### Aim:

To ensure that all food input is maintained at a high quality and sustainable standard, meeting the needs of the current and emerging legislation, in order to satisfy the End User, Customer and Employer.

### Evidence Required:

Describe the processes used to ensure that food inputs are delivered by a sustainable supply chain which ensures food is safe and meets the agreed specification and price. Provide details of the price band which will be used to establish the current prices for food procurement for this Contract, specifying the level of purchasing income you expect to earn expressed as a percentage. Submit the relevant product list including detailed specification for the ingredients (images may be included) and food stuffs required to meet the Employers needs.

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(Product list is in addition to the page cap and may be provided separately on CD)

### Applicable Requirements

Module P - 5.8, 6.5, 9.18 Booklet 1 Clause 27G10 to 11 and Annex D

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The PP has provided the required details of both the price band and product list</li><li>2. There is clear commitment as well as a comprehensive and robust set of processes for ongoing monitoring of food quality using fully appropriate measurements</li><li>3. The Employer will have direct and continuous access to all food quality and price measurement data</li><li>4. There are clear and robust escalation and resolution mechanisms available to Employer staff that give complete confidence that food quality will be maintained</li><li>5. There will be a meaningful ongoing board level commitment and robust processes to maintain food input quality and most advantageous prices on the contract.</li><li>6. The bidder has a sustainable, secure and high quality supply chain that will support all sites.</li></ol>
Good Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that the following are true.</p> <ol style="list-style-type: none"><li>1. The PP has provided the required details of both the price band and product list</li></ol>

	<ol style="list-style-type: none"> <li>2. There is clear commitment as well as a comprehensive and robust set of processes for ongoing monitoring of food quality using fully appropriate measurements</li> <li>3. The bidder has a sustainable, secure and high quality supply chain that will support all sites.</li> </ol> <p>The Potential Provider has provided clear, compelling and verifiable evidence that 2 of the following are true.</p> <ol style="list-style-type: none"> <li>4. The Employer will have direct and continuous access to all food quality and price measurement data</li> <li>5. There are clear and robust escalation and resolution mechanisms available to Employer staff that give complete confidence that food quality will be maintained</li> <li>6. There will be a meaningful ongoing board level commitment and robust processes to maintain food input quality and most advantageous prices on the contract.</li> </ol>
Broadly Satisfactory	<p>The Potential Provider has provided clear, compelling and verifiable evidence that the following are true.</p> <ol style="list-style-type: none"> <li>1. The PP has provided the required details of both the price band and product list</li> <li>2. There is clear commitment as well as a comprehensive and robust set of processes for ongoing monitoring of food quality using fully appropriate measurements.</li> <li>3. The bidder has a sustainable, secure and high quality supply chain that will support all sites.</li> </ol> <p>The Potential Provider has provided clear, compelling and verifiable evidence that 1 of the following is true.</p> <ol style="list-style-type: none"> <li>4. The Employer will have direct and continuous access to all food quality and price measurement data</li> <li>5. There are clear and robust escalation and resolution mechanisms available to Employer staff that give complete confidence that food quality will be maintained</li> <li>6. There will be a meaningful ongoing board level commitment and robust processes to maintain food input quality and most advantageous prices on the contract.</li> </ol>
Low Confidence	<p>The Potential Provider has provided evidence that no more than 2 of the following are true.</p> <ol style="list-style-type: none"> <li>1. The PP has provided the required details of both the price band and product list</li> <li>2. There is clear commitment as well as a comprehensive and robust set of processes for ongoing monitoring of food quality using fully appropriate measurements.</li> <li>3. The Employer will have direct and continuous access to all food quality and price measurement data</li> <li>4. There are clear and robust escalation and resolution mechanisms available to Employer staff that give complete</li> </ol>

	<p>confidence that food quality will be maintained</p> <ol style="list-style-type: none"><li data-bbox="518 235 1364 336">5. There will be a meaningful ongoing board level commitment and robust processes to maintain food input quality and most advantageous prices on the contract.</li><li data-bbox="518 347 1364 421">6. The bidder has a sustainable, secure and high quality supply chain that will support all sites.</li></ol>
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## [Q10] CRL food and beverage quality assurance

### Background:

When Service Personnel (SP) and their families are living in non operational conditions and live 'in-barracks' they need to be provided with food and beverage of high quality at the times specified.. The quality, specification, safety and appeal of all food and beverage offers can have a dramatic effect on morale and are seen as a key tenant of Defence life. How the quality assurance of the food and beverage provision maintains appeal for Phase 1 trainees is of particular interest.

### Aim:

To ensure the morale of the Armed Forces and their families are supported through the provision of high quality food and beverage outputs.

### Evidence Required:

Describe how assurance of the food and beverage provision will contribute to maintaining and /or improving capability and morale. Describe the processes you will use to maintain or improve the food and beverage provision over the period of the contract.

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### Applicable Requirements

Module P - 5.1, 5.2, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.3, 5.4, 5.4.1, 5.5, 5.6, 5.7, 5.8, 5.9

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, concise and verifiable evidence that all of the following are true:</p> <ol style="list-style-type: none"><li>1. Food safety assurance processes are robust</li><li>2. Quality and specification assurance processes are robust and will prevent degradation in the provision.</li><li>3. The PP has described the ways in which the appeal of the food and beverage offers will prevent degradation in the provision for all cohorts.</li><li>4. The processes described demonstrate the ability to enhance or improve the provision.</li></ol>
Good Confidence	<p>The Potential Provider has provided clear, concise and verifiable evidence that the following is true:</p> <ol style="list-style-type: none"><li>1. Food safety assurance processes are robust. The Potential Provider has provided clear, concise and verifiable evidence that 2 of the following are true:</li><li>2. Quality and specification assurance processes are robust and will prevent degradation in the provision.</li><li>3. The PP has described the ways in which the appeal of the food and beverage offers will prevent degradation in the provision for all cohorts.</li><li>4. The processes described demonstrate the ability to enhance or improve the provision.</li></ol>

<p>Broadly Satisfactory</p>	<p>The Potential Provider has provided clear, concise and verifiable evidence that the following is true:</p> <ol style="list-style-type: none"> <li>1. Food safety assurance processes are robust.  <p style="margin-left: 40px;">The Potential Provider has provided clear, concise and verifiable evidence that 1 of the following are true:</p> </li> <li>2. Quality and specification assurance processes are robust and will prevent degradation in the provision.</li> <li>3. The PP has described the ways in which the appeal of the food and beverage offers will prevent degradation in the provision for all cohorts.</li> <li>4. The processes described demonstrate the ability to enhance or improve the provision.</li> </ol>
<p>Low Confidence</p>	<p>The Potential Provider has provided evidence that no more than 1 of the following is true:</p> <ol style="list-style-type: none"> <li>1. Food safety assurance processes are robust</li> <li>2. Quality and specification assurance processes are robust and will prevent degradation in the provision.</li> <li>3. The PP has described the ways in which the appeal of the food and beverage offers will prevent degradation in the provision for all cohorts.</li> <li>4. The processes described demonstrate the ability to enhance or improve the provision.</li> </ol>

## [Q11] CRL human resource provision

### Background:

The Mess and dining room facilities provide the home and meals for our Service Personnel. This provision is complemented by a range of Retail and Leisure facilities. All these facilities may be frequented at times that differ from those considered normal. For instance, in some establishments there is a requirement for soldiers to perform an early morning run which would cut through normal breakfast hours. There may also be considerations similar to shift work patterns to consider. There are site specific arrangements to consider, and those may change over time, and as different leadership takes control of an establishment, such as opening the main junior ranks dining facilities to all ranks of military and civilian personnel and visitors.

### Aim:

Ensure that the CRL facilities are available when needed by the End User

### Evidence Required:

Describe the systems and processes used to determine and provide the right quality and quantity of resource to deliver all of the CRL outputs, mindful of CCM. Describe how flexibility and speed of resource allocation will be achieved and how you will continue to maintain the right resource allocation throughout the life of the contract. Describe how potential productivity improvements will be identified and implemented to increase the capability and resilience of the resource.

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### Applicable Requirements

Module P

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The systems and processes are in place to devise and deliver the required resource for all CRL services.</li><li>2. The management of CCM is completely incorporated in and integral to the systems and processes used to determine required resource.</li><li>3. The flexibility and speed of appropriate resource allocation will be effectively achieved over the life of the contract.</li><li>4. Processes are in place to identify and implement potential productivity improvements enabling the capability and resilience of the resource to increase over the life of the contract.</li></ol>
Good Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that the following is true.</p> <ol style="list-style-type: none"><li>1. The systems and processes are in place to devise and deliver the required resource for all CRL services.</li></ol> <p>The Potential Provider has provided clear, compelling and verifiable evidence that 2 of the following are true.</p> <ol style="list-style-type: none"><li>2. The management of CCM is completely incorporated in and integral to the systems and processes used to determine</li></ol>

	<p>required resource.</p> <ol style="list-style-type: none"> <li>3. The flexibility and speed of appropriate resource allocation will be effectively achieved over the life of the contract.</li> <li>4. Processes are in place to identify and implement potential productivity improvements enabling the capability and resilience of the resource to increase over the life of the contract.</li> </ol>
Broadly Satisfactory	<p>The Potential Provider has provided clear, compelling and verifiable evidence that the following is true:</p> <ol style="list-style-type: none"> <li>1. The systems and processes are in place to devise and deliver the required resource for all CRL services.</li> </ol> <p>The Potential Provider has provided evidence that 1 of the following is true:</p> <ol style="list-style-type: none"> <li>2. The management of CCM is completely incorporated in and integral to the systems and processes used to determine required resource.</li> <li>3. The flexibility and speed of appropriate resource allocation will be effectively achieved over the life of the contract.</li> <li>4. Processes are in place to identify and implement potential productivity improvements enabling the capability and resilience of the resource to increase over the life of the contract.</li> </ol>
Low Confidence	<p>The Potential Provider has provided some evidence to support that:</p> <ol style="list-style-type: none"> <li>1. The systems and processes are in place to devise and deliver the required resource for all CRL services.</li> <li>2. The management of CCM is completely incorporated in and integral to the systems and processes used to determine required resource.</li> <li>3. The flexibility and speed of appropriate resource allocation will be effectively achieved over the life of the contract.</li> <li>4. Processes are in place to identify and implement potential productivity improvements enabling the capability and resilience of the resource to increase over the life of the contract.</li> </ol>
Unacceptable	The Potential Provider fails to meet the above standard

## [Q12] Partnering

### Background:

The characteristics of any successful business are the common factors in building effective relationships. Collaboration can move this integration even further towards success, underpinned by developing trust, through mutual performance, enabling more effective optimisation and development. This in turn will identify opportunities for cost and time efficiencies, while at the same time creating the framework and background to develop more effectively the roles and responsibilities, which will largely define the success of the partnership.

The mutual focus on the future will inevitably lead to the DIO and its partners having greater knowledge of each other, and more fully appreciating the benefits that can be derived from joint development rather than short-term exploitation. The BS11000 framework provides a robust and neutral platform on which to explore the potential benefits of collaboration to support sustainable procurement and service delivery.

Given the importance of soft FM to our customers and users, collaborative working with industry will be crucial to Hestia's success.

### Aim:

Ensure that the benefits of Collaborative working support the delivery of Soft FM services and drive innovation and continuous improvement

### Evidence Required:

Provide an outline roadmap of the process you would follow in engaging and partnering with the DIO, employing BS11000 principles (along with any others such as Key Account Management) to aid transition and full service delivery, utilising appropriate tools and techniques to develop and measure collaborative relationships.

Provide an outline Relationship Management Plan (RMP) compliant to BS11000, based on the general contents guide provided below. For the value creation stage, a progressive benefits management plan should detail year by year projected growth in opportunities and innovation programmes with expected outcomes defined.

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### Relationship Management Plan – General Contents Guide

General	<ul style="list-style-type: none"><li>• Overview of relationship programme</li><li>• Business objectives (up date to joint objectives when partner selected)</li><li>• Roles &amp; responsibilities (update when partner selected)</li><li>• Out line of management/governance structure (when agreed with partner selected)</li><li>• Summary of contract arrangements (if applicable after selection)</li><li>• Identify principles for visions, values &amp; behaviours (possible team charter)</li></ul>
Awareness	<ul style="list-style-type: none"><li>• Identify Senior Executive responsible</li><li>• Identify business objectives &amp; drivers</li><li>• Incorporate benefits analysis</li><li>• Identify implementation processes or links to existing procedures &amp;</li></ul>

	<p>processes</p> <ul style="list-style-type: none"> <li>• Identify constraints and initial risks</li> <li>• Identify resources &amp; skills development requirements</li> </ul>
Knowledge	<ul style="list-style-type: none"> <li>• Identify operating models, measurement &amp; practices to be utilised</li> <li>• Identify performance objectives the relationship is expected to deliver</li> <li>• Establish levels of authority</li> <li>• Identify High level risks including business continuity issues</li> <li>• Identify potential partners</li> <li>• Identify communication plan to ensure stakeholder management</li> </ul>
Internal Assessment	<ul style="list-style-type: none"> <li>• Identify strengths weaknesses within the organisation (update when partner selected)</li> <li>• Incorporate areas for development/action (update when partner selected)</li> <li>• Establish the partner selection criteria to be used in the partner selection</li> <li>• Identify appropriate development programmes to be used in the working together stage</li> </ul>
Partner Selection	<ul style="list-style-type: none"> <li>• Incorporate assessment of potential partners</li> <li>• Incorporate methodology for evaluating the collaborative capabilities &amp; culture</li> <li>• Incorporate evaluation of selected partner</li> </ul>
Working Together	<ul style="list-style-type: none"> <li>• Identify key areas of concern or constraint for each organisation</li> <li>• Identify joint process to manage knowledge &amp; information flows across relationship</li> <li>• Establish a joint programme to assess &amp; develop skills across the relationship</li> <li>• Incorporate focus change or improvement programmes</li> <li>• Establish both a joint risk &amp; opportunity management plan</li> </ul>
Value Creation	<ul style="list-style-type: none"> <li>• Incorporate value creation &amp; innovation processes</li> <li>• Incorporate continued improvement programme</li> <li>• Establish a process for monitoring value creating initiatives &amp; outcomes</li> </ul>
Staying Together	<ul style="list-style-type: none"> <li>• Incorporate a joint programme for reviews, performance measurement &amp; reporting</li> <li>• Incorporate process issue resolution at the appropriate levels</li> <li>• Incorporate measures to monitor &amp; maintain appropriate behaviours</li> </ul>
Exit Strategy	<ul style="list-style-type: none"> <li>• Incorporate joint exit strategy</li> <li>• Identify potential triggers for disengagement</li> </ul>

## Scoring Guidance

Score	Characteristics
High Confidence	The potential partner has provided clear, concise and verifiable evidence that all of the following are true;

	<ol style="list-style-type: none"> <li>1. Outline roadmap clearly demonstrates the intended approach to engage and partner with DIO from transition (from ISD) through to full service delivery (BAU) demonstrating the use of BS11000 principles (and individual tools &amp; techniques where appropriate) along with any others that are relevant (such as KAM).</li> <li>2. The outline RMP is populated in accordance with the guidance provided, in order to demonstrate the intended (to-be) approach in sufficient detail, to manage and significantly enhance the partnering relationship with suggested measures to benchmark progress</li> <li>3. A benefits management plan is provided (at the value creation stage or as an appendix to the RMP), that clearly outlines how both opportunity and innovation management will be developed and example outcomes defined. A process has been included that includes DIO and partner in the process and describes how it will work</li> </ol>
Good Confidence	<p>The potential partner has provided clear, concise and verifiable evidence that all of the following are true;</p> <ol style="list-style-type: none"> <li>1. Outline roadmap demonstrates a well thought out approach to engage and partner with DIO from transition (from ISD) through to full service delivery (BAU) demonstrating a very good understanding of BS11000 principles along with some associated tools and techniques</li> <li>2. The outline RMP is populated in accordance with the guidance provided, in order to demonstrate the intended (to-be) approach in reasonable detail, to manage the partnering relationship with suggested some measures to benchmark progress</li> <li>3. A benefits management plan is provided that outlines how both opportunity and innovation management will be developed and example outcomes defined. A process (or narrative) has been included that includes DIO and partner in the process</li> </ol>
Broadly Satisfactory	<p>The potential partner has provided clear, concise and verifiable evidence that all of the following are true;</p> <ol style="list-style-type: none"> <li>1. Outline roadmap shows an approach to engage and partner with DIO demonstrating a some understanding of BS11000 principles</li> <li>2. The outline RMP is populated which demonstrates the intended (to-be) approach in some detail, to manage the partnering relationship</li> <li>3. A benefits management plan is provided that outlines how both opportunity and innovation management will be developed</li> </ol>
Low Confidence	<p>The Potential Provider has provided evidence that no more than 2 of the following are true:</p>

	<ol style="list-style-type: none"> <li>1. Outline roadmap shows an approach to engage and partner with DIO demonstrating a some understanding of BS11000 principles</li> <li>2. The outline RMP is populated which demonstrates the intended (to-be) approach in some detail, to manage the partnering relationship</li> <li>3. A benefits management plan is provided that outlines how both opportunity and innovation management will be developed</li> </ol>
Unacceptable	The Potential Provider fails to meet the above standard

## [Q13] Management Information

### Background:

The Employer needs to ensure that it is able to do analysis independently of the provider of the service. This is necessary to inform decisions, respond to parliamentary questions, and establish ongoing policy. Access to data is key to enabling the MoD management to function effectively.

### Aim:

To ensure that the MoD management team have access to required management information.

### Evidence Required:

Describe how the Employer will be able to gain access to management information, how access to this information will be controlled, how the information will be presented, the ways in which it will be possible to manipulate and export the information to produce reports and what training will be available to Employer staff on accessing and using this information.

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### Applicable Requirements

Module A, Module P, Module Q, Module R, Module S, Module T, Module U

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. Employer personnel will be able to access all management information independently of the Potential Provider at any time they require.</li><li>2. Each appropriate Employer staff member can be granted specific and appropriate access rights to information.</li><li>3. The training burden on Employer personnel will be minimal and on-going training will be available to new Employer staff.</li><li>4. There is extensive flexibility to create useful visualizations and reports to display the management information</li><li>5. Management information can be easily extracted for manipulation using data analysis tools.</li></ol>
Good Confidence	<p>The Potential Provider has provided robust evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. Employer personnel will be able to access all management information independently of the Potential Provider with minimal delay</li><li>2. Appropriate Employer staff members can be granted appropriate access rights to information.</li><li>3. The training burden on Employer personnel will be low and on-going training will be available to new Employer staff.</li><li>4. Management information will be easily formatted to create useful visualizations and reports</li></ol>

	<p>5. It will be possible to extract management information for manipulation using data analysis tools.</p>
Broadly Satisfactory	<p>The Potential Provider has provided robust evidence that all of the following are true.</p> <ol style="list-style-type: none"> <li>1. Employer personnel will be able to access critical management information independently of the Potential Provider in a timely way</li> <li>2. Appropriate Employer staff members can be granted access rights to information in a way that protects data against inappropriate access</li> <li>3. The training burden on Employer personnel will be manageable and on-going training will be available to new Employer staff.</li> <li>4. There is some flexibility to create useful visualizations and reports to display the management information</li> <li>5. It will be possible to extract management information for manipulation using data analysis tools.</li> </ol>
Low Confidence	<p>The evidence that the Potential Provider has provided gives rise to at least one of the following concerns:</p> <ol style="list-style-type: none"> <li>1. Employer personnel will not be able to access critical management information independently of the Potential Provider in a timely way</li> <li>2. Appropriate Employer staff members cannot be granted access rights to information in a way that protects data against inappropriate access</li> <li>3. The training burden on Employer personnel will not be manageable or on-going training will not be available to new Employer staff.</li> <li>4. There is no flexibility to create useful visualizations and reports to display the management information</li> <li>5. It will not be possible to extract management information for manipulation using data analysis tools.</li> </ol>

## [Q14] Key personnel

### Background:

An effective management team can have a significant bearing on success of the contract. The Employer needs to ensure that the management team remains effective throughout the term of the contract.

### Aim:

Ensure that the contract is effectively managed.

### Evidence Required:

Provide Job specifications for each key role in this contract. Provide CVs for the initial management team. Provide CVs for 1 alternative staff for each position, or describe your recruitment process. Describe the process for replacing staff and any commitments to the Employer that you will employ in managing staff turn-over. Describe your approach to dealing with potential dissatisfaction between your staff and Employer

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CVs shall be no more than 3 sides of A4 per person

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### Applicable Requirements

Booklet 1 Clauses 24.8 and 24.9. Booklet 3 Modules A, P, Q, R, S, T, U

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. Ideal set of roles have been defined for the contract and appropriate positions identified as key to success.</li><li>2. All job specifications are clear, complete and comprehensive.</li><li>3. The initial candidates are ideal candidates to fulfil the roles.</li><li>4. The reserve staff is entirely appropriate to fulfil the roles, or a robust recruitment process will be likely to result in a suitable replacement.</li><li>5. Identified all cases where turnover poses risk to delivery of the service.</li><li>6. Identified entirely suitable strategies for retaining the service.</li><li>7. Identified entirely appropriate strategies for mitigating against turnover.</li><li>8. Has identified practical and robust methods for retaining staff/expertise.</li></ol>
Good Confidence	<p>The Potential Provider has provided robust evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. Appropriate roles defined for the contract and identified as key to success.</li><li>2. All job specifications are clear, complete and robust.</li><li>3. The initial candidates are fully qualified to fulfil the roles.</li></ol>

	<ol style="list-style-type: none"> <li>4. The reserve staff is appropriate to fulfil the roles, or a robust recruitment process will be likely to result in a suitable replacement.</li> <li>5. Identified all cases where turnover poses risk to delivery of the service.</li> <li>6. Identified entirely suitable strategies for retaining the service.</li> <li>7. Identified entirely appropriate strategies for mitigating against turnover.</li> <li>8. Has identified practical and robust methods for retaining staff/expertise.</li> </ol>
Broadly Satisfactory	<p>The Potential Provider has provided robust evidence that all of the following are true.</p> <ol style="list-style-type: none"> <li>1. Mostly appropriate roles defined for the contract and identified as key to success.</li> <li>2. Most job specifications are clear, complete and robust.</li> <li>3. Most initial candidates are fully qualified to fulfil the roles; only minor concerns about any of the proposed staff.</li> <li>4. The reserve staff is appropriate to fulfil the roles, or a robust recruitment process will be likely to result in a suitable replacement.</li> <li>5. Identified some cases where turnover poses risk to delivery of the service.</li> <li>6. Identified some strategies for retaining the service.</li> <li>7. Identified some strategies for mitigating against turnover.</li> <li>8. Has identified mostly appropriate methods for retaining staff/expertise.</li> </ol>
Low Confidence	<p>The evidence that the Potential Provider has provided gives rise to at least one of the following concerns:</p> <ol style="list-style-type: none"> <li>1. Inappropriate roles defined for the contract or identified as key to success.</li> <li>2. Some significant job specifications are unclear or incomplete.</li> <li>3. Significant concerns about the initial candidates being unqualified to fulfil the roles.</li> <li>4. The reserve staff is inappropriate to fulfil the roles, or a poorly thought through recruitment process will be unlikely to result in a suitable replacement.</li> <li>5. The Employer has identified at least one position where turnover poses risk to delivery of the service that has not been covered.</li> <li>6. One of the strategies for retaining the service is inappropriate.</li> </ol>

## [Q15] Operational Management

### Background:

There will always be a drive for people in business to increase profit. It is possible to increase profit to the detriment of the quality of service. One of the measures of success for HESTIA will be that all End Users of the service notice an immediate improvement in the services during mobilisation and then a continual improvement throughout the contract term. The role of Contractor's management is vital to this improvement.

### Aim:

Ensure that there is no degradation in service.

### Evidence Required:

Provide details of the measures of success that you will attribute to leadership/management staff. Describe the processes by which you would change those measures.

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## Applicable Requirements

Module A, Module P

## Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The service will not degrade due to commercial pressures upon management.</li><li>2. Managers will be strongly motivated and able to demonstrate capabilities valued by the Employer.</li><li>3. The Contractors motivation for success is completely aligned with the Employers</li><li>4. The bidder has comprehensive, robust and detailed succession plans for all management roles.</li></ol>
Good Confidence	<p>The Potential Provider has provided robust evidence that 3 of the following are true.</p> <ol style="list-style-type: none"><li>1. The service will not degrade due to commercial pressures upon management.</li><li>2. Managers will be strongly motivated and able to demonstrate capabilities valued by the Employer.</li><li>3. The Contractors motivation for success is completely aligned with the Employers</li><li>4. The bidder has comprehensive, robust and detailed succession plans for all management roles.</li></ol>
Broadly Satisfactory	<p>The Potential Provider has provided robust evidence that 2 of the following are true.</p>

	<ol style="list-style-type: none"> <li>1. The service will not degrade due to commercial pressures upon management.</li> <li>2. Managers will be strongly motivated and able to demonstrate capabilities valued by the Employer.</li> <li>3. The Contractors motivation for success is completely aligned with the Employers</li> <li>4. The bidder has comprehensive, robust and detailed succession plans for all management roles.</li> </ol>
Low Confidence	<p>The Potential Provider has provided robust evidence that no more than 1 of the following is true.</p> <ol style="list-style-type: none"> <li>1. The service will not degrade due to commercial pressures upon management.</li> <li>2. Managers will be strongly motivated and able to demonstrate capabilities valued by the Employer.</li> <li>3. The Contractors motivation for success is completely aligned with the Employers</li> <li>4. The bidder has comprehensive, robust and detailed succession plans for all management roles.</li> </ol>

## [Q16] Continuous Feedback and Improvement

### Background:

Continuous improvement is something that is very difficult to manage, and act on. It is also something that is difficult to quantify the value of unless it is measured carefully. Continuous improvement is highly related to Partnering, and an appropriate Quality Management System.

### Aim:

To ensure that the service remains effective.

### Evidence Required:

Describe your approach to improving the service over time.

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### Applicable Requirements

Module A, Module P - 6, Q, R, S, T, U

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, concise and verifiable evidence that all of the following are true:</p> <ol style="list-style-type: none"><li>1. Ideas will be captured across the supply chain.</li><li>2. Ideas will be easy to capture across the supply chain.</li><li>3. Ideas will be analysed considerately.</li><li>4. Rejected ideas will be adequately explained.</li><li>5. All ideas will be logged as part of the Management information System.</li><li>6. Ideas will be escalated to suitable levels of management for action or deliberate inaction.</li><li>7. Improvement ideas that will be implemented will be measured to determine how the change affected the service.</li><li>8. Improvement ideas can propagate through all establishments where a benefit may be realised.</li><li>9. Suitable incentives will be available.</li></ol>
Good Confidence	<p>The Potential Provider has provided clear, concise and verifiable evidence that 8 of the following are true:</p> <ol style="list-style-type: none"><li>1. Ideas will be captured across the supply chain.</li><li>2. Ideas will be easy to capture across the supply chain.</li><li>3. Ideas will be analysed considerately.</li><li>4. Rejected ideas will be adequately explained.</li><li>5. All ideas will be logged as part of the Management information System.</li><li>6. Ideas will be escalated to suitable levels of management for action or deliberate inaction.</li></ol>

	<p>7. Improvement ideas that will be implemented will be measured to determine how the change affected the service.</p> <p>8. Improvement ideas can propagate through all establishments where a benefit may be realised.</p> <p>9. Suitable incentives will be available.</p>
Broadly Satisfactory	<p>The Potential Provider has provided clear, concise and verifiable evidence that 7 of the following are true:</p> <ol style="list-style-type: none"> <li>1. Ideas will be captured across the supply chain.</li> <li>2. Ideas will be easy to capture across the supply chain.</li> <li>3. Ideas will be analysed considerately.</li> <li>4. Rejected ideas will be adequately explained.</li> <li>5. All ideas will be logged as part of the Management information System.</li> <li>6. Ideas will be escalated to suitable levels of management for action or deliberate inaction.</li> <li>7. Improvement ideas that will be implemented will be measured to determine how the change affected the service.</li> <li>8. Improvement ideas can propagate through all establishments where a benefit may be realised.</li> <li>9. Suitable incentives will be available.</li> </ol>
Low Confidence	<p>The Potential Provider has provided evidence that no more than 7 of the following are true:</p> <ol style="list-style-type: none"> <li>1. Ideas will be captured across the supply chain.</li> <li>2. Ideas will be easy to capture across the supply chain.</li> <li>3. Ideas will be analysed considerately.</li> <li>4. Rejected ideas will be adequately explained.</li> <li>5. All ideas will be logged as part of the Management information System.</li> <li>6. Ideas will be escalated to suitable levels of management for action or deliberate inaction.</li> <li>7. Improvement ideas that will be implemented will be measured to determine how the change affected the service.</li> <li>8. Improvement ideas can propagate through all establishments where a benefit may be realised.</li> <li>9. Suitable incentives will be available.</li> </ol>
Unacceptable	The Potential Provider fails to meet the above standard

## [Q17] Mobilisation

### Background:

The Mobilisation of a service from one provider to another is probably the time at which the quality and provision of the service is most at risk of failure.

### Aim:

Ensure a smooth Mobilisation.

### Evidence Required:

Describe how you will manage Mobilisation which shall include a Mobilisation plan. Tenderers should refer to the Mobilisation Guidance document at folder 4.1 in the VDR.

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### Applicable Requirements

Module A, P, Q, R, S, T, U

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, concise and verifiable evidence that all of the following are true:</p> <ol style="list-style-type: none"><li>1. All issues will be addressed appropriately.</li><li>2. All points in mobilisation that are likely to be most difficult have been identified and addressed.</li><li>3. The mobilisation will occur at an entirely appropriate pace.</li><li>4. Successful mobilisation will be able to be measured and monitored.</li><li>5. The management structure required for Mobilisation is entirely appropriate.</li><li>6. Entirely appropriate resource will be applied for each establishment.</li></ol>
Good Confidence	<p>The Potential Provider has provided clear, concise and verifiable evidence that all of the following are true:</p> <ol style="list-style-type: none"><li>1. All major issues will be addressed appropriately.</li><li>2. All points in mobilisation that are likely to be most difficult have been identified and addressed.</li><li>3. The mobilisation of most of the services will occur at an appropriate pace.</li><li>4. Successful mobilisation will be able to be measured and monitored.</li><li>5. The management structure required for Mobilisation is entirely appropriate.</li><li>6. Entirely appropriate resource will be applied for each establishment.</li></ol>
Broadly Satisfactory	<p>The Potential Provider has provided suitable evidence that the following are true:</p>

	<ol style="list-style-type: none"> <li>1. All major issues will be addressed appropriately.</li> <li>2. Most points in mobilisation that are likely to be most difficult have been identified and addressed.</li> <li>3. The mobilisation of most of the services will occur at an appropriate pace.</li> <li>4. Successful mobilisation will be able to be measured and monitored.</li> <li>5. The management structure required for Mobilisation is mostly appropriate.</li> <li>6. Mostly appropriate resource will be applied for each establishment.</li> </ol>
Low Confidence	<p>The Potential Provider has provided some evidence that the following are true:</p> <ol style="list-style-type: none"> <li>1. Some major issues will be addressed appropriately.</li> <li>2. Most points in mobilisation that are likely to be most difficult have been identified and addressed.</li> <li>3. The mobilisation of some of the services will occur at an appropriate pace.</li> <li>4. Successful mobilisation may be able to be measured and monitored.</li> <li>5. The management structure required for Mobilisation is mostly appropriate.</li> <li>6. Resource will be applied for each establishment.</li> </ol>

## [Q18] Exit

### Background:

The cooperation of both parties involved in the demobilisation of the incumbent provider and the mobilisation of the incoming provider is vital to success. The needs of the service users must come first.

### Aim:

### Evidence Required:

Describe your approach to exiting the contract.

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## Applicable Requirements

Module A, P, Q, R, S, T, U

## Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, concise and verifiable evidence that all of the following are true:</p> <ol style="list-style-type: none"><li>1. The management structure required for exit is entirely appropriate.</li><li>2. The bidder understands the importance of messaging.</li><li>3. The bidder understands all the issues associated with supporting the incoming provider</li><li>4. There is no doubt that exit will be managed smoothly</li></ol>
Good Confidence	<p>The Potential Provider has provided clear, concise and verifiable evidence that 3 of the following are true:</p> <ol style="list-style-type: none"><li>1. The management structure required for exit is entirely appropriate.</li><li>2. The bidder understands the importance of messaging.</li><li>3. The bidder understands all the issues associated with supporting the incoming provider</li><li>4. There is no doubt that exit will be managed smoothly</li></ol>
Broadly Satisfactory	<p>The Potential Provider has provided clear, concise and verifiable evidence that 2 of the following are true:</p> <ol style="list-style-type: none"><li>1. The management structure required for exit is entirely appropriate.</li><li>2. The bidder understands the importance of messaging.</li><li>3. The bidder understands all the issues associated with supporting the incoming provider</li><li>4. There is no doubt that exit will be managed smoothly</li></ol>

Low Confidence	<p>The Potential Provider has provided evidence that less than 2 of the following are true:</p> <ol style="list-style-type: none"><li>1. The management structure required for exit is entirely appropriate.</li><li>2. The bidder understands the importance of messaging.</li><li>3. The bidder understands all the issues associated with supporting the incoming provider</li><li>4. There is no doubt that exit will be managed smoothly</li></ol>
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## [Q19] Hotel and Mess Services

### Background:

A Mess or Wardroom is a person's home for both short and long stays. It is important to ensure that each stay is supported by timely and accurate communication, information on initial access to buildings, amenities and facilities and that accommodation and other Mess services provided meets the required single Service Standards. This will include all pre and post room reservation administration and accounting.

### Aim:

Ensure that personnel are suitably accommodated.

### Evidence Required:

Describe your solution for Hotel and Mess Services

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### Applicable Requirements

Module Q - 14.1, 14.2, 14.2.1, 14.3, 14.3.1, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9, 14.9.1, 14.10, 14.11, 14.11.1, 14.12

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, concise and verifiable evidence that all of the following are true:</p> <ol style="list-style-type: none"><li>1. The bidder has stated entirely acceptable solutions to all requirements listed above.</li><li>2. Co-location where required for operational purposes will be achieved without Employer intervention.</li><li>3. The interface to MOD systems will be efficient, timely and accurate.</li><li>4. Reception services will be suitably available.</li><li>5. The handover arrangements will minimise the likelihood of a dissatisfied End User.</li></ol>
Good Confidence	<p>The Potential Provider has provided clear evidence that all of the following are true:</p> <ol style="list-style-type: none"><li>1. The bidder has stated mainly acceptable solutions to all requirements listed above.</li><li>2. Co-location where required for operational purposes will be achieved.</li><li>3. The interface to MOD systems will be efficient, timely and accurate.</li><li>4. Reception services will be suitably available.</li><li>5. The handover arrangements should minimise the likelihood of a dissatisfied End User.</li></ol>

Broadly Satisfactory	<p>The Potential Provider has provided clear evidence that all of the following are true:</p> <ol style="list-style-type: none"> <li>1. The bidder has stated barely acceptable solutions to all requirements listed above.</li> <li>2. Co-location where required for operational purposes should be achieved.</li> <li>3. The interface to MOD systems will be efficient, timely and accurate.</li> <li>4. Reception services will be suitably available.</li> <li>5. The handover arrangements should minimise the likelihood of a dissatisfied End User.</li> </ol>
Low Confidence	<p>The Potential Provider has provided evidence that lead to any of the following concerns:</p> <ol style="list-style-type: none"> <li>1. The bidder has not stated acceptable solutions to all requirements listed above.</li> <li>2. Co-location where required for operational purposes may never be achieved.</li> <li>3. The interface to MOD systems will not be efficient, timely or accurate.</li> <li>4. Reception services may not be suitably available.</li> <li>5. The handover arrangements may not minimise the likelihood of a dissatisfied End User.</li> </ol>

## [Q20] Mess - Management and Cooperation

### Background:

A Mess or Wardroom is a person's home for both short and long stays. It is important to ensure that each stay is supported by timely and accurate communication, information on initial access to buildings, amenities and facilities and that accommodation and other Mess services provided meets the required single Service Standards. This will include all pre and post room reservation administration and accounting.

### Aim:

To ensure that the solution to Mess management meets the needs of the End User.

### Evidence Required:

Describe your solution to Mess management.

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### Applicable Requirements

Module Q - 15.1, 15.2, 15.3, 15.4, 16.1, 16.2

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, concise and verifiable evidence that all of the following are true:</p> <ol style="list-style-type: none"><li>1. Suitably qualified and experienced staff will provide management aspects of the service.</li><li>2. Suitably qualified and experienced staff will provide financial aspects of the service.</li><li>3. The accounting system and distribution system for Mess bills will be timely and payment tracked accurately.</li><li>4. The bidder has demonstrated a thorough understanding of the culture and organisation of Messes.</li></ol>
Good Confidence	<p>The Potential Provider has provided evidence that all of the following are true:</p> <ol style="list-style-type: none"><li>1. Suitably qualified and experienced staff will provide management aspects of the service.</li><li>2. Suitably qualified and experienced staff will provide financial aspects of the service.</li><li>3. The accounting system and distribution system for Mess bills will be timely and payment tracked accurately.</li><li>4. The bidder has demonstrated an understanding of the culture and organisation of Messes.</li></ol>
Broadly Satisfactory	<p>The Potential Provider has provided evidence that all of the following are true:</p> <ol style="list-style-type: none"><li>1. Suitably qualified and experienced staff should provide management aspects of the service.</li><li>2. Suitably qualified and experienced staff should provide financial aspects of the service.</li></ol>

	<ol style="list-style-type: none"> <li>3. The accounting system and distribution system for Mess bills should be timely and payment will be tracked accurately.</li> <li>4. The bidder has demonstrated an outline understanding of the culture and organisation of Messes.</li> </ol>
Low Confidence	<p>The Potential Provider has provided evidence that leads the Employer to believe that one of the following are not true:</p> <ol style="list-style-type: none"> <li>1. Suitably qualified and experienced staff should provide management aspects of the service.</li> <li>2. Suitably qualified and experienced staff should provide financial aspects of the service.</li> <li>3. The accounting system and distribution system for Mess bills should be timely and payment will be tracked accurately.</li> <li>4. The bidder has demonstrated an outline understanding of the culture and organisation of Messes.</li> </ol>

## [Q21] Soft FM Services - Resources

### Background:

Some services are mainly dependent upon the resources being applied in the right volumes and with the right skillsets, or rely on local contracts from Small to Medium Enterprises (SME). There are services that may be considered unsuccessful due to inappropriate resource levels being applied at the wrong time.

### Aim:

Ensure that all services are considered successful.

### Evidence Required:

Describe how you have and will continue to derive resource schedules for the listed requirement areas. Demonstrate how these are related back to the cost drivers for the provision of this part of the service. Propose the initial schedules. Demonstrate the flexibility in the delivery that you will employ and how that will affect the Employer. Describe elements of the service that you consider appropriate to outsource to SMEs.

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### Applicable Requirements

Module R – 21, 22, 23, 24, 25

Module T – 41.1, 41.2, 44.1, 47, 48

Module U – 55

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The resources are in place to maintain an optimised schedule for all listed services.</li><li>2. There is a transparent relationship and complete consistency between the schedules and cost drivers for this part of the service.</li><li>3. There is extensive useful flexibility explicitly defined that will be easy to manage.</li></ol>
Good Confidence	<p>The Potential Provider has provided robust evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. The resources are sufficient to ensuring that an appropriate schedule can be established for all listed services.</li><li>2. There is a strong relationship and consistency between the schedules and the cost drivers for this part of the service.</li><li>3. There is useful flexibility that will be manageable in practice.</li></ol>
Broadly Satisfactory	<p>The Potential Provider has provided robust evidence that all of the following are true:</p> <ol style="list-style-type: none"><li>1. The resources are sufficient to ensuring that an an appropriate schedule can be established for most listed</li></ol>

	<p>services</p> <ol style="list-style-type: none"> <li>2. The relationship between the schedules and the cost drivers for this part of the service is largely clear, and there are no significant inconsistencies.</li> <li>3. Whilst the degree of flexibility is limited in some areas, it is still useful and should be manageable in practice.</li> </ol>
<p>Low Confidence</p>	<p>The evidence that the Potential Provider has provided gives rise to at least one of the following concerns:</p> <ol style="list-style-type: none"> <li>1. The resources are insufficient to deliver an appropriate schedule for most listed services.</li> <li>2. There is a tenuous or opaque relationship or significant inconsistency between the schedules and the cost drivers for this part of the service.</li> <li>3. There is little or no useful flexibility, or it will difficult to manage in practice.</li> </ol>

## [Q22] Soft FM Services - Assurance

### Background:

There are many services that require delivery and management. The key aspects to successful delivery are availability and quality of output.

### Aim:

Ensure that the quality of the service is appropriate and will not diminish over the contract term.

### Evidence Required:

Describe how you will assure that the quality of the service will be maintained through the life of the contract.

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### Applicable Requirements

Module R – 21, 22, 23, 24, 25

Module T – 41.1, 41.2, 44.1, 47, 48

Module U – 55

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, concise and verifiable evidence that all of the following are true:</p> <ol style="list-style-type: none"><li>1. The subtleties of each service have been appropriately considered.</li><li>2. All the pertinent issues have been considered appropriately.</li><li>3. The assurance processes have entirely appropriate preventative measures.</li><li>4. An appropriate level of management and Employer representation will be involved.</li></ol>
Good Confidence	<p>The Potential Provider has provided clear evidence that all of the following are true:</p> <ol style="list-style-type: none"><li>1. The subtleties of each service have been appropriately considered.</li><li>2. All the pertinent issues have been considered appropriately.</li><li>3. The assurance processes have entirely appropriate preventative measures.</li><li>4. An appropriate level of management and Employer representation will be involved.</li></ol>
Broadly Satisfactory	<p>The Potential Provider has provided clear, evidence that all of the following are true:</p> <ol style="list-style-type: none"><li>1. The subtleties of each service have been appropriately considered.</li><li>2. All major issues have been considered appropriately.</li></ol>

	<ol style="list-style-type: none"> <li>3. The assurance processes have some reasonable preventative measures.</li> <li>4. An appropriate level of management and Employer representation will be involved.</li> </ol>
<p>Low Confidence</p>	<p>The Potential Provider has provided evidence that raises one of the following concerns:</p> <ol style="list-style-type: none"> <li>1. One of the services has not been appropriately considered.</li> <li>2. A pertinent issue has not been considered appropriately.</li> <li>3. The assurance processes do not have appropriate preventative measures.</li> <li>4. An appropriate level of management and Employer representation will not be involved.</li> </ol>

## [Q23] Resource Dependent tasks - Continuity

### Background:

Staff retention is important for people based services. Where turnover is anticipated it is appropriate to have defined strategies for ensuring service delivery.

### Aim:

Ensure that service is maintained throughout the duration of the contract.

### Evidence Required:

Describe your approach to retaining staff/expertise for all services. Indicate where you would expect turnover and explain your mitigation strategies for dealing with it.

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### Applicable Requirements

Module R – 21, 22, 23, 24, 25

Module T – 41.1, 41.2, 44.1, 47, 48

Module U – 55

### Scoring Guidance

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, concise and verifiable evidence that all of the following are true:</p> <ol style="list-style-type: none"><li>1. Identified all cases where turnover poses risk to delivery of the service.</li><li>2. Identified entirely suitable and targetted strategies for retaining the service.</li><li>3. Identified entirely appropriate and targetted strategies for mitigating against turnover.</li><li>4. Has identified practical and robust methods for retaining staff/expertise.</li></ol>
Good Confidence	<p>The Potential Provider has provided evidence that all of the following are true:</p> <ol style="list-style-type: none"><li>1. Identified all cases where turnover poses risk to delivery of the service.</li><li>2. Identified entirely suitable and targetted strategies for retaining the service.</li><li>3. Identified entirely appropriate strategies for mitigating against turnover.</li><li>4. Has identified practical and robust methods for retaining staff/expertise.</li></ol>
Broadly Satisfactory	<p>The Potential Provider has provided evidence that all of the following are true:</p> <ol style="list-style-type: none"><li>1. Identified all major cases where turnover poses risk to delivery of the service.</li></ol>

	<ol style="list-style-type: none"> <li>2. Identified generic strategies for retaining the service.</li> <li>3. Identified generic appropriate strategies for mitigating against turnover.</li> <li>4. Has identified practical and robust methods for retaining staff/expertise.</li> </ol>
Low Confidence	<p>The Potential Provider has provided evidence that no more than 3 of the following are true:</p> <ol style="list-style-type: none"> <li>1. Identified all major cases where turnover poses risk to delivery of the service.</li> <li>2. Identified generic appropriate strategies for retaining the service.</li> <li>3. Identified generic appropriate strategies for mitigating against turnover.</li> <li>4. Has identified practical and robust methods for retaining staff/expertise.</li> </ol>

## [Q24] Sustainability

### Background:

Consideration of sustainability allows organisations to meet their needs for goods, services, works and utilities in a way that benefits not only the organisation, but also society and the economy, while minimising damage to the environment.

### Aim:

Ensure sustainability is considered throughout the life of the contract. Meet, and where practicable, exceed the Government Buying Standards.

### Evidence Required:

Describe the approach you will take to managing sustainability through the life of the contract. Explain the methods you will use to identify sustainability risks and opportunities. Describe the systems that you will put in place to ensure that the Government Buying Standards for '[Cleaning Products & Services](#)' and for '[Food & Catering Services](#)' will be met.

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### Applicable Requirements

Module P

Module R

Score	Characteristics
High Confidence	<p>The Potential Provider has provided clear, compelling and verifiable evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. There is a coherent, integrated and innovative strategy to managing sustainability through the life of the contract.</li><li>2. The methods described to identify sustainability risks and opportunities are robust and comprehensive.</li><li>3. There is a clear and practical plan to meet, and where practicable, exceed the Government Buying Standards.</li></ol>
Good Confidence	<p>The Potential Provider has provided robust evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. There is a coherent and integrated strategy to managing sustainability through the life of the contract.</li><li>2. The methods described to identify sustainability risks and opportunities are robust and comprehensive.</li><li>3. There is a clear and practical plan to meet the Government Buying Standards.</li></ol>
Broadly Satisfactory	<p>The Potential Provider has provided robust evidence that all of the following are true.</p> <ol style="list-style-type: none"><li>1. There is an appropriate strategy for managing sustainability through the life of the contract.</li><li>2. The methods described to identify sustainability risks and opportunities should largely be effective.</li></ol>

	<p>3. The plan outlined to meet the Government Buying Standards is broadly satisfactory.</p>
<p>Low Confidence</p>	<p>The evidence that the Potential Provider has provided gives rise to at least one of the following concerns:</p> <ol style="list-style-type: none"> <li>1. The bidder has described an approach to managing sustainability that is unlikely to be effective.</li> <li>2. The methods described to identify sustainability risks and opportunities are not suitable.</li> <li>3. The bidder is unlikely to meet the Government Buying Standards.</li> </ol>

## [Q25] Leisure Facilities

### Background:

Service Personnel expectations of the on-site CRL provision are influenced by the high number of leisure facilities, coffee bars and take-home retail facilities readily available on the high street/retail parks. In order to make the Employer's establishments compelling places to be, the contractor may choose to research the site's total market and provide modern leisure facilities and services to compete with those available from 'outside the wire'.

Well targeted and well managed Leisure Facilities provide a place to go for SP and are seen as a way of maintaining unit cohesion, thereby contributing to the moral component of fighting power. They provide the opportunity for groups of SP to get together with, or without, their partners and children and contribute to the 'esprit-de-corps' of the whole unit. This leads to increased satisfaction for End Users and Customers

There is no obligation for Contractors to take on the provision of existing leisure facilities and services. Equally, Contractors may wish to take on and run existing leisure facilities and/or provide leisure services not already provided on-sites. Additional background information is available in the VDR in folder 4.1.

For tendering purposes the following types of leisure are defined:

N.B. The response to this question should only address Leisure Facilities

LEISURE	MEANING	FINANCE
Leisure Add - on	Indirect revenue generating Leisure Add-on which is provided to enhance the experience of customers in a Retail Café or Licensed Retail facility (e.g. large TV, children's area).	No space or utilities charge is levied because this is covered by the facility which hosts the Leisure Add-on through rental income and additional demand generated by the Add-on.
Leisure Activity	Direct revenue generating Leisure Activity which provides an earning opportunity (e.g. pool table), which is typically offered in a Retail Café, Licensed Retail facility or Mess but which may also be in a dedicated space (e.g. billiards room).	There are agreed income distribution rules.
Leisure Facility	Direct revenue generating Leisure Facility which provides a leisure experience to enhance the lifestyle choice of customers in their free time. The Leisure Facility is the principal occupier of a defined trading space and may include a Retail Café or Licensed Retail bar which is ancillary to the leisure offer.	A space and utilities charge will be levied for any dedicated space(s) but where a significant welfare element exists with minimal revenue generation, e.g. a Contractor run Mother and Toddler Club, usage charges will not apply.

### Aim:

To increase morale of the armed forces and their families by providing modern CRL environments to draw together Service Personnel, their families and friends.

### **Evidence Required:**

Identify and confirm the existing Leisure Facilities you wish to take on and run. For the facilities identified, describe the approach you will take to its operation and, where you deem it necessary, how it will evolve over time in order to maximise the potential.

Where you have identified any new opportunities, propose any additional Leisure Facilities you may wish to provide during the contract.

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### **Applicable Requirements**

Module P: 13.1

## [Q26 - 29] TUPE/HR (Transfer of Undertaking (Protection of Employment) and Human Resources)

### TUPE/HR TENDER RESPONSE

#### DEFINITIONS

<b>“HR Transition-Proposals”</b>	Means the Tenderer's intentions covering the period from appointment as Preferred Bidder / Contract Award to one month after Relevant Transfer Date;
<b>“HR Sustainability Proposals”</b>	Means the Tenderer's intentions covering sourcing and retention strategies, training and skills from the Relevant Transfer date for the duration of the Contract;
<b>“Service Delivery Workforce”</b>	The workforce that the Tenderer will use to deliver the Services. This may include Transferring Employees, current employees of the Tenderer and employees recruited by the Tenderer to deliver the Services;
<b>“Transferring Employees”</b>	Means all employees (including Authority Employees and employees of current providers of the services) who are assigned to or whose principal purpose is to provide the Services to be provided by the Tenderer and who subsequently transfer under the Transfer Regulations (or any similar legislation enacting the Acquired Rights Directive) to the Tenderer;
<b>“Authority Employee”</b>	Means those employees of the Authority who are listed in the employee list on the Relevant Transfer Date;
<b>“Former Authority Employee”</b>	Means employees of current service providers who were previously transferred from the Authority as part of a service provisions change.
<b>“Contract Award Date”</b>	Means the date of the Contract;
<b>“Relevant Transfer Date”</b>	Means the date on which the transfer to the Contractor or an Employing Sub-Contractor of the Authority Employees pursuant to this Contract and the Transfer Regulations is effected;
<b>“Services”</b>	Shall have the meaning specified in Booklet 3;
<b>“Transfer Regulations”</b>	Means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time;
<b>“Civil Service Injury Benefits Scheme”</b>	The Civil Service Injury Benefits scheme provides compensation where a Civil Servant's earning capacity is impaired as a result of an injury or illness that is attributable to their duty or arises from an activity reasonably incidental to it;
<b>“Civil Service Compensation Scheme”</b>	Sets out the level of compensation that departments can pay their staff if they leave under voluntary or compulsory redundancy.

## [Q26] HR TRANSITION PROPOSALS

The HR transition period covers from contract award to one month following the relevant transfer date. The Tenderer is required to respond individually for each employer engaged in the service delivery model. The responses should be provided in narrative form with supporting analysis and documentation where appropriate. Any HR risks, dependencies, exclusions and/or assumptions are to be detailed within the question(s) they are relevant as appropriate.

### SECTION 1 – PEOPLE, SKILLS AND KNOWLEDGE

A1 How does the Tenderer propose to manage the people resourcing, skills and knowledge requirements where:

- a. Activities are transferring but there is no or insufficient corresponding staff transfer under the Transfer Regulations?
- b. The Tenderer currently delivers elements of the services but intends to make alterations to the Transferring Employees? Provide details as to where you currently deliver and what alterations you intend to make.

### SECTION 2 – CHANGES TO WORKING PRACTICES

- A2 What impact will any Tenderers service delivery plans have on the working environment, or location of the Transferring Employees? Provide details on the impact, the timescales of such impact and how the HR implications will be managed.
- A3 Detail any proposals to change working practices, such as shift and roster working, multi-skilling, team working, grade flexing, increased use of part-time staff and multiple site working. Provide details on the change, the timescales for these changes and how the changes will be managed.

### SECTION 3 – HR TRANSITION DELIVERABLES

Tenderers must identify and describe the key business deliverables during the Transition phase which will require HR management support activities, including effecting the TUPE transfer.

- A4 Tenderers must describe the HR activity that they will undertake during the transition period to enable delivery of the business deliverables referred to above. Tenderers should describe how the HR activities will be managed and the timing of the HR activities in the context of the Transition Phase.
- A5 Tenderers should describe how they will meet any new people resource requirements for the Service Delivery Workforce during the Transition phase including any recruitment plans. Provide details of where you consider significant recruitment will be necessary; include locations, functions and how the recruitment will be undertaken.

### SECTION 4 – THE MANAGEMENT OF STAFF TRANSFER UNDER TUPE

- A6 What plans (if any) does the Tenderer have which might result in the transfer of employment of Transferring Employees to any corporate entity other than the Tenderer? List all companies employed by the Tenderer who will be recipients of MOD TUPE transferees. This

must include for each corporate entity details of numbers, grades, job functions and locations of posts.

- A7 How does the Tenderer plan to induct Transferring Employees and new employees into its organisation and to induct all staff including existing employees into the service delivery model? Include details of the strategy and plans you intend to adopt to support induction of staff during the Transition phase and the response should describe the employer's proposals for engaging and communicating with new, transferring and existing staff on the impact on them individually and collectively in establishing the service delivery model and their role in the delivery of the service.
- A8 How will the Tenderer transfer staff to ensure a smooth transition of employment? Provide details of what actions you will take, who will be involved and the timescales.

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**TUPE/HR Tender Evaluation Criteria**

**Compliant**

The Tenderer has provided good details of how it will approach the TUPE transfer related activities to support the transition period to ensure the effective transfer of activities. The response is at a level of maturity that is at least required for this stage and the Tenderer's response provides the Authority with confidence that the requirement is understood and that an appropriate plan which is robust and achievable would be put in place to meet the requirements to effect the transfer. Information provided includes identification and mitigation of key risks and details on the activities to be undertaken.

**Non-Compliant**

The Tenderer has provided a response which indicates only limited or no understanding of the requirement. The Authority has concerns over the depth of the understanding and the level of maturity of the plan is below that which is expected at this stage. It provides the Authority with limited or no confidence that a robust and achievable plan would be put in place to meet the requirement to support the TUPE transfer. Information on key risks and mitigation is limited or missing.

## **[Q27] HR SUSTAINABILITY PROPOSALS**

The HR sustainability period covers from service commencement through to the duration of the contract.

The Tenderer is required to respond individually for each employer engaged in the service delivery model. The responses should be provided in narrative form with supporting statistical analysis where appropriate. Any HR risks, dependencies, exclusions and/or assumptions are to be detailed within the question(s) they are relevant as appropriate.

### **SECTION 1 - MANPOWER REQUIREMENT**

B1 Tenderers must provide a manpower requirement plan detailing the manpower locations (including the management and supervisory structures/organisational charts), numbers and skills they require to deliver the Services for the duration of the contract broken down on an annual basis. Where a change in resource composition is anticipated then the changes and timings must be shown and explained.

### **SECTION 2 – RESOURCING AND SKILLS SUSTAINMENT**

B2 What are the Tenderer's proposals for retention and re-skilling of existing and transferring staff to meet manpower requirements identified above?

B3 What strategies and plans does the Tenderer intend to adopt to ensure that the business solution they have proposed is sustainable with regards to HR, both in numbers of staff and their skills? The response must provide proposals for resourcing and sustaining the numbers of staff and requisite skills these staff would need to meet the requirements identified in the manpower requirement plan.

### **SECTION 3 – HR SUSTAINABILITY SUPPORT**

The response provided should include (but not be limited to) full details on the impact of the HR intervention on the working practices, working environment, management or supervisory structures of the Service Delivery Workforce; these should be additional to those covered at Annex K, Part 1 (transition period).

B4 Tenderers must describe how they will integrate staff from different organisations and reflect any proposed changes to the cultural and behavioural values of staff required to support the business model. The response must detail what the current and future cultural and behavioural values will be and how changes will be managed.

B5 Tenderers must provide details on the HR interventions required to ensure service delivery. This must include identifying, where possible, the activity to which the proposed HR intervention is aligned including:

- a. Indicating the nature of the HR intervention;
- b. Indicating when the HR intervention will occur;

- c. Explaining how the HR intervention will be managed;
- d. Explaining how the legal and policy obligations will be met and what involvement they envisage the Trades Unions and/or Employee Forums will have; and
- e. Explaining the anticipated outcomes.

#### **SECTION 4 - REDUNDANCY MANAGEMENT**

- B6 Whether arising directly as a result of the transfer, or unrelated to the transfer itself, employers are required to follow fair and reasonable procedures in the managing staff surplus and redundancy situations. Provide details of the procedures that would be followed for the management of surplus staff and redundancies.
- B7 Tenderers must separately identify any planned redundancy dismissals of employees on Economical, Technical or Organisational grounds to be implemented during or immediately (within the first 12 months) post the Transition phase including identifying:
- a. The timing/phasing of any anticipated redundancies;
  - b. The reason for the redundancies;
  - c. The number of redundancies;
  - d. The location of the staff affected;
  - e. The roles of the staff affected;
  - f. The composition of 'at risk' grouping of staff, e.g. transferring employees, existing employees;
  - g. How the dismissals will be decided upon, implemented and managed including detailing the proposed selection criteria; and
  - h. Compensation terms to be offered, including confirmation that redundancy compensation will be in line with current levels set out in the Civil Service Compensation Scheme policy for Authority employees transferring.
  - i. How legal and policy obligations will be met when managing and administering the redundancies detailed above, ensuring it is a fair and reasonable process and what involvement they envisage the Trades Unions and/or Employee Forums will have.

## **HR Tender Evaluation Criteria**

### **Compliant**

The Tenderer has provided good details of how it will approach sustaining a fully resourced and skilled workforce throughout the contract period. The response and solution is at a level of maturity that is at least required for this stage and the Tenderer's response provides the Authority with confidence that the requirement is understood and that an appropriate plan, which is robust and achievable would be put into place to meet the requirement to sustain a fully resourced and skilled workforce for the duration of the contract, including dealing with ETO redundancies. Information provided includes identification and mitigation of key risks and details on the activities to be undertaken.

### **Non-Compliant**

The Tenderer has provided a response which indicates only limited or no understanding of the requirement. The Authority has concerns over the depth of the understanding and the level of maturity of the plan is below that which is expected at this stage. It provides the Authority with limited or no confidence that a robust and achievable plan would be put in place to meet the requirement to sustain a fully resourced and skilled workforce for the duration of the contract and/or dealing with ETO redundancies in a fair and reasonable way. Information on key risks and mitigation is limited or missing.

## **[Q28] TERMS AND CONDITIONS**

The Authority needs to have confidence that Tenderers intend to meet their obligations as set out in the TUPE Regulations for the transfer of Authority Employees and in respect of the transfer of existing MOD terms and conditions of employment and collective agreements. Tenderers must ensure that their technical solutions for the delivery of services and approach to meeting TUPE obligations are consistent.

The Tenderer is required to respond individually for each employer engaged in the service delivery model which will be in receipt of transfer of Authority Employees.

C1 Tenderers are to provide confirmation of their understanding and acceptance of the applicability of TUPE.

C2 Tenders are to provide confirmation that they have examined and understood MOD Terms and Conditions, as detailed on the People Services Portal.

C3 Tenders are to provide a list of what it considers to be the Legal, Economic and Social implications that will apply to a transfer of Authority Employees.

C4 Tenders are to provide a list of any intentions to change transferring employment terms and conditions. It is suggested, but not mandatory to present these under the following headings, as taken from the People Services Portal. The response must include a summary of what the change is, the reason why the change is being proposed and a copy of any policy/procedure that they intend to use/adopt to support their intended change.

<b>HR Subject Area</b>	<b>Change to employment terms and conditions</b>	<b>Reason for the proposed change</b>	<b>Attached policy/procedure</b>
Conduct and Behaviour	▪	▪	▪
Diversity and Employee Relations	▪	▪	▪
Health, Wellbeing and Sickness	▪	▪	▪
Learning and Development	▪	▪	▪
Leaving the Department and Pensions	▪	▪	▪
Life Events	▪	▪	▪
Management Information	▪	▪	▪
Moving Jobs	▪	▪	▪
Pay, Expenses and Allowances	▪	▪	▪
Performance and Recognition	▪	▪	▪
Position Management	▪	▪	▪
Promotion, Progression and Advancement	▪	▪	▪
Recruiting Staff	▪	▪	▪
Work Patterns and Leave	▪	▪	▪

- C5 The Civil Service Injury Benefits Scheme (CSIBS) provides injury benefits package that is additional to normal Employer Liability Insurance. Tenders should provide information about how they will replicate each of the scheme's payment elements, including details on the level of cover their proposal will provide.
- C6 MOD has recognition agreements with PCS, Prospect, Unite and GMB Trade Unions. Tenderers should provide information to explain any effect that the TUPE transfer will have on recognition and negotiation rights currently given by the Authority.
- C7 Tenderers are to provide a list and summary of any non-contractual benefits that it may offer to Authority Employees transferring.

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## **HR Tender Evaluation Criteria**

### **Compliant**

The Tenderer has provided a clear statement confirming their understanding and acceptance of the applicability of TUPE. The Tenderer has provided a clear confirmation that they have an understanding of MOD terms and conditions and they will continue other than where changes are proposed with details of these changes, together with legal, economic and social implications. The response and solution is at a level of maturity that is at least required at this stage and the Tenderer's response provides the Employer with confidence that the requirement is understood and that an appropriate plan, which is robust and achievable would be put into place to meet the requirements.

### **Non-Compliant**

The Tenderer has provided a response which indicates only limited or no understanding of the requirement. The Authority has concerns over the depth of the understanding and the level of maturity of the plan is below that which is expected at this stage. It provides the Authority with limited or no confidence that the requirement is understood and/or acceptance of applicability of TUPE is unclear and that an appropriate robust and achievable plan would be put in place to meet the requirement including TUPE obligations and any changes to MOD terms and conditions.

## [Q29] PENSIONS, ILL HEALTH, INJURY AND DEATH BENEFITS

Tenderers who become employers of staff who are currently members of, or are eligible to be re-admitted to, the the appropriate Public Service scheme are required to confirm that they will accept the requirements to enter into an Admission Agreement with the Cabinet Office and the Authority. The tri-partite Admission Agreement and associated guidance is available from:

<http://www.civilservicepensionscheme.org.uk/employers/applying-to-join-civil-service-pensions/new-fair-deal/>

Admission to the appropriate Public Service scheme will continue not only pension provision for employees, but also ill health retirement and death benefits.

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### **Compliant**

Confirmation that the Contractor and all sub-contractors who Authority and ex-Authority staff will transfer to will accept the requirements to enter into an Admission Agreement with the Cabinet Office and the Authority.

### **Non Compliant**

No confirmation that the Contractor and/or all sub-contractors who Authority and ex-Authority staff will transfer to will accept the requirement to enter into an Admission Agreement with the Cabinet Office and the Authority.

## INSURANCE QUESTION

**[Q30] Insurance Requirements**

Tenderers are to refer to Booklet 1 Clause 83 and 84 for Insurance Requirements and complete the table below.

This question will not be scored and will be either “Acceptable” if they meet either criteria detailed below or “Unacceptable” if they do not meet the criteria.

**Acceptable if:**

- a. No amendment to the Employer ITN minimum insurance requirement other than ‘acceptable required inserts’ into Annex.
- b. Amendment to the Employer ITN minimum insurance requirement that is not considered to confer any adverse risk to the Employer or any material diminution in the required insurance cover of the Employer

<b>Class of required insurance</b>	<b>Insurer(s) identity (including any excess layer insurers)</b>	<b>Tenderer proposed maximum deductible threshold</b>	<b>Agreement to the requirements of Condition 83 Insurance Cover</b>	<b>Agreement to the requirements of Condition 84 Insurance Table (Required Insurances)</b>
Third Party Public and Products Liability Insurance		(NB. Tenderer to propose maximum deductible threshold)		
Professional Indemnity Insurance		(NB. Tenderer to propose maximum deductible threshold)		
Insurance required by law - Employers Liability Insurance				
Insurance required by law - Motor Third Party Liability Insurance				

## REBALANCING MECHANISM FOR CATERING QUESTION

**[Q31] Catering Provision Payment (CPP) Rebalancing Mechanism****Background:**

The size and shape of all Military organisation is subject to constant and re-alignment as technology develops and Government adjustments to the Defence budget. This results in the number of entitled personnel on Unit Establishment Tables frequently changing. The Catering Provision Payment needs to reflect these changes.

**Aim:**

To view and adjust the Catering Provision Payment in accordance with the actual number of entitled personnel, on an annual basis.

**Evidence Required:**

Provide a mechanism capable of adjusting the Catering Provision Payment annually on the basis of actual Catered Mess Meals consumed. Provide details of any non variable elements of the CPP, and any assumptions used. Assure the Employer that the process used to identify the number of Catered Mess Meals will provide accurate and verifiable data.

**Scoring Guidance**

<b>Score</b>	<b>Characteristics</b>
Acceptable	<p>The Potential Provider has provided clear and verifiable evidence that all of the following are true.</p> <ol style="list-style-type: none"> <li>1. The mechanism is capable of making an accurate annual adjustment</li> <li>2. Data verification process provides an accurate number of Catered Mess Meals</li> <li>3. Any non variable element is justifiable</li> <li>4. Assumptions identified are acceptable</li> </ol>
Unacceptable	<p>The Potential Provider has not provided robust evidence that all of the following are true.</p> <ol style="list-style-type: none"> <li>1. The mechanism is capable of making an annual adjustment</li> <li>2. Any non variable element is justifiable</li> <li>3. Assumptions identified are acceptable</li> </ol>

**ANNEX N**  
**DOCUMENT NAMING CONVENTION FOR TENDER RESPONSES**

Tenderers are required to use the naming convention as set out in the tables below for their Initial and Final Tender responses for Commercial Response and Technical Response:

<b>COMMERCIAL RESPONSE (INCLUDING PRICING)</b>	<b>RELATED DOCUMENT</b>	<b>RESPONSE</b>	<b>DOCUMENT NAME</b>
DEFFORM 47	SNITS Response	<b>Mandatory Returns</b>	MR-DEFFORM47-Offer
Declarations for Mandatory Returns on DEFFORM 47	SNITS Response	<b>Mandatory Returns</b> <b>Supporting Information</b> where a Yes response has been provided on DEFFORM 47 and in addition your responses to SNITS para 15.1, 38.1, 67.9 and Annex P para 45.	MR-SUP-01-descriptive name MR-SUP-02-descriptive name Continue with number sequence for each return name as required
Government Buying Standard for Cleaning – Mandatory Returns Declarations and list of products	SNITS Response	<b>Mandatory Returns</b> <b>Government Buying Standards</b> <b>Tenderers Declarations</b>	MR-GBS-TD01-compcert MR-GBS-TD02-products
Certificate of Compliance Identical Soft & Hard Copy Tender	SNITS Response	<b>Mandatory Returns</b> <b>Tenderers Declarations</b>	MR-IDENTICAL-TD-compcert
Booklet 3 – Confirmation of Compliance	Annex T	Completed Annex T - On Contract Award will be incorporated into <b>Booklet 5</b>	B5-BKLT3-compcert
Booklet 2 – Pricing Information - Annex A and B Supporting Information on Pricing Master Data Assumptions List Costed Risk Register	Booklet 2 Response	On Contract Award responses will be incorporated into <b>Booklet 2</b>	B2-Annex A and B B2-Data-01-descriptive name B2-Data-02-descriptive name Continue with number sequence for each return as required

TECHNICAL RESPONSE	RELATED QUESTION NO	BOOKLET 3 – MODULE REFERENCE	DOCUMENT NAME
Contract Management Plan	Q6, 7, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24	A, Q, R, S, T, U On Contract Award this be incorporated into <b>Booklet 5</b>	B5-CMP-Qn-06-descriptive name B5-CMP-Qn-07-descriptive name B5-CMP-Qn-13-descriptive name B5-CMP-Qn-14-descriptive name B5-CMP-Qn-15-descriptive name B5-CMP-Qn-16-descriptive name B5-CMP-Qn-19-descriptive name B5-CMP-Qn-20-descriptive name B5-CMP-Qn-21- descriptive name B5-CMP-Qn-22- descriptive name B5-CMP-Qn-23- descriptive name B5-CMP-Qn-24- descriptive name
Waste Management Plan	Q1, 2, 3	A, S On Contract Award this be incorporated into <b>Booklet 5</b>	B5-WMP-Qn-01-descriptive name B5-WMP-Qn-02-descriptive name B5-WMP-Qn-03-descriptive name
Catering Retail and Leisure Plan (Regional and Establishment)	Q4, 8, 9, 10, 11, 25	A, P On Contract Award this be incorporated into <b>Booklet 5</b>	B5-CRLP-Qn-04-descriptive name B5-CRLP-Qn-08-descriptive name B5-CRLP-Qn-09-evid-descriptive name B5-CRLP-Qn-09-prod-descriptive name B5-CRLP-Qn-09-spec-descriptive name B5-CRLP-Qn-10-descriptive name B5-CRLP-Qn-11-descriptive name B5-CRLP-Qn-25-descriptive name
Marketing and Communications Plan	Q5	A, P	B5-MCP-Qn-05-descriptive name

TECHNICAL RESPONSE	RELATED QUESTION NO	BOOKLET 3 – MODULE REFERENCE	DOCUMENT NAME
		On Contract Award this be incorporated into <b>Booklet 5</b>	
Relationship Management Plan	Q12	A On Contract Award this be incorporated into <b>Booklet 5</b>	B5-RMP-Qn-12-descriptive name
Mobilisation Plan	Q17	A On Contract Award this be incorporated into <b>Booklet 5</b>	B5-MP-Qn-17-descriptive name
Exit Management Plan	Q18	A On Contract Award will become Annex N to <b>Booklet 1</b> – Conditions of Contract	B1-EMP-Qn-18-descriptive name
TUPE/HR	SNITS Response Booklet 5 Q26-29	On Contract Award responses will form part of <b>Mobilisation Plan</b> and incorporated into <b>Booklet 5</b>	B5-MP-Qn-26-descriptive name B5-MP-Qn-27-descriptive name B5-MP-Qn-28-descriptive name B5-MP-Qn-29-descriptive name
Insurance	SNITS Response Booklet 1 Q30	On Contract Award responses will be incorporated into Clause 83 and 84 of <b>Booklet 1</b>	B1-INS-Qn-30-descriptive name
Catering Rebalancing Mechanism	Booklet 2 Response Q31	On Contract Award will be incorporated into <b>Booklet 2</b>	B2-CRM-Qn-31-descriptive name

Ministry of Defence

Tender Ref No. ....

Tender Submission Document (Offer)

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

The undersigned Tenderer, having read the ITT Documentation, offers to supply the Contractor Deliverables at the stated price(s), in accordance with any referenced drawings and / or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Conditions or any amendments issued by the Authority shall apply. <b>Applicable Law</b>				
I agree that any contract resulting from this competition shall be subject to English Law				Yes / No*
*Where 'No' is selected, Scots Law will apply.				
<b>Total Value of Tender (excluding VAT)</b>				
£ .....				
WORDS				
.....				
....				
<b>UK Value Added Tax</b>				
If registered for Value Added Tax purposes, please insert:				
a. Registration No .....				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
<b>Location of work (town / city) where contract will be performed by Prime:</b>				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
<b>Mandatory Declarations</b> (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			<b>Tenderer's Declaration</b>	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to Registered Designs or Patents?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions?			Yes* / No	
Are the Contractor Deliverables subject to Overseas Expenditure?			Yes* / No	
Have you complied with all regulations relating to the operation of the collection of custom import duties?			Yes / No	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Have you completed the compliance matrix/ matrices?			Yes / No / Not Required	
Are you a Small Medium Sized Enterprise (SME)?			Yes / No	
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?			Yes / No	
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?			Yes / No	
If you have not already signed a corporate level DEFFORM 30 have you attached one?			Yes / No	
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?			Yes* / No / N/A	
Do the Contractor Deliverables contain Asbestos, as defined by the			Yes* / No	

control of Asbestos Regulations 2012?	
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council. <a href="http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer">http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer</a>	Yes* / No
Are you able to support the objectives of Reservist and other supplier support to the Armed Forces?	Yes* / No
Have you attached The Bank / Parent Company Guarantee?	Yes* / No / Not Required
Have you completed, or are you working towards Cyber Essentials accreditation or equivalent and will have it in place by the Commencement Date of the Contract.	Yes* / No
If applicable are you working with your proposed supply chain to ensure where relevant they achieve Cyber Essentials accreditation or equivalent prior to the commencement date of each sub contract.	Yes* / No / N/A
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix P to DEFFORM 47 Annex O (Offer).	
<b>Tenderer's Declaration of Compliance with Competition Law</b>	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <p>a. the offered price has not been divulged to any Third Party,  b. no arrangement has been made with any Third Party that they should refrain from tendering,  c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,  d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and  e. no arrangement has been made with any Third Party otherwise to limit genuine competition.</p> <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002. We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.</p>	
<b>Dated this..... day of ..... Year .....</b>	
<b>Signature:</b>  (Must be original)	<b>In the capacity of:</b>  ..... (State official position e.g. Director, Manager, Secretary etc.)
<b>Name:</b> (in BLOCK CAPITALS)  <b>duly authorised to sign this Tender for and on behalf of:</b> (Tenderer's Name)	<b>Postal Address:</b>  <b>Telephone No:</b>  <b>Registered Company Number:</b>  <b>Dunn And Bradstreet number:</b>

**MANDATORY RETURNS AND SUPPORTING INFORMATION REQUIREMENTS****Part Tender**

1. The Employer reserves the right to order some or part of your Tender. If your offer is subject to the Employer contracting for all the Contractor Deliverables select 'Yes' and provide further details in your tender.

**Minimum Order Quantities**

2. Where your offer is subject to minimum order quantities select 'Yes' and provide further details in your Tender.

**Notification of Inventions etc**

3. Where the Contractor Deliverables are subject to any Registered Intellectual Property Rights select 'Yes'.
4. You must clearly state in your Tender any Contractor Deliverable to be produced under any resultant contract that is, or is likely to be, the subject of a Patent, a Registered Design right or an application for either, or an unregistered design right, owned by either yourself or a Third Party. This includes anything of this nature affecting the performance of any resultant contract or subsequent use of the Contractor Deliverable by the Employer. You must specifically draw attention to:
  - a. any Patent or Registered Design (or application for either) or unregistered design right you own or control which is or appears to be relevant to the Contractor Deliverables, the use of which by or on behalf of the Employer may give rise to a claim under Sections 55 or 56 of the Patents Act 1977, or Section 12 of the Registered Designs Act 1949, or Section 240 of the Copyright, Designs and Patents Act 1988;
  - b. any allegation made against you, whether by claim or otherwise, of an infringement of an intellectual property right (whether a Patent, Registered Design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Employer of any Contractors Deliverables;
  - c. the nature of any allegation referred to under sub-paragraph 4.b. including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and/or;
  - d. any action you need to take or the Employer is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.
5. You must, when requested, give the Employer details of every restriction and obligation referred to in paragraph 4. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
6. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

## Notification of Foreign Export Control Restrictions

7. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:
  - a. Whether all or part of any Contractor Deliverables are or will be subject to:
    - i. a non-UK export licence, authorisation or exemption; or
    - ii. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.
  - b. If requested, a summary of every existing, expected or known licence and restriction referred to in paragraph 7.a. This includes any related obligation or restriction and the extent they place an obligation or restriction on the Employer, including:
    - i. the exporting nation and the export licence number, where known;
    - ii. the Contractor Deliverables affected;
    - iii. the nature of the restriction and obligation;
    - iv. the authorised end use and end users;
    - v. any specific restrictions on access by Third Parties, or by individuals based on their nationality, to the Contractor Deliverables; and
    - vi. any specific restrictions on re-transfer or re-export to Third Parties of the Contractor Deliverables or anything delivered or used in the performance or fulfilment of them.
  - c. If requested, you must provide an outline of your mitigation plan to manage performance risks on any resultant contract based on paragraph 7.a.
8. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraphs 7.a. and 7.b. If you are unable to obtain adequate information, you must state this in your Tender when responding to paragraph 7.a and 7.b.
9. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is like to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Employer immediately.
10. If you have previously provided information under paragraph 7 you can provide details of the previous notification and confirm the validity.
11. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.
12. It is the Winning Tenderer(s) responsibility to ensure they comply with any restrictions stated in paragraph 7 during the life of the contract. This includes any restrictions any restrictions the Employer has explicitly stated/clarified in any ITT documentation.
13. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 7.

## Overseas Expenditure

14. You must provide details in your Tender of any expenditure outside the UK, including:
- a. country in which sub-contract is placed/to be placed;
  - b. name, division and full postal address of sub-contractor;
  - c. value of sub-contract; and
  - d. date sub-contract placed/to be placed.
15. Should you propose the supply of Articles of US origin the export of which from the USA are subject to control under the US International Traffic Arms Regulations (ITAR), you must include details in your Tender. This will allow the Employer to make a decision whether the export can or cannot be made under the auspices of the US-UK Defense Trade Co-operation Treaty. The Employer shall then convey its decision to the Tenderer. If the Employer decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

## Import Duty

16. European Union (EU) legislation permits the use of various procedures to suspend customs duties.
17. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the procedures to be applied and the estimated Import Duty to be incurred and / or suspended.
18. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty's Revenue & Customs (HMRC) authorisations.

## Sub-contracts Form 1686

19. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the Security Policy Framework – Contractual Process chapter <https://www.gov.uk/government/publications/security-policy-framework>. You can access a word version of Form 1686 on GOV.UK at: [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/367494/Contractual\\_Process\\_-\\_Appendix\\_5\\_form.doc](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc)

## Small and Medium Enterprises

20. The Employer is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its aspiration is that 25% of spend, direct and through the supply chain, should go to SMEs by 2015. The MOD uses the EU definition of an SME.
21. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Employer and their sub-contractors are encouraged to make their own commitment and register with the Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>.

22. Suppliers are also encouraged to work with the Employer to support the wider SME initiative. The link below to the Cabinet Office website provides information on the Government's Crown Representative for SME's, a link to the definition of an SME and details on the SME initiative. <https://www.gov.uk/government/publications/2010-to-2015-government-policy-government-buying/2010-to-2015-government-policy-government-buying#appendix-1-making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>.
23. The opportunity also exists for Tenders to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd

Web address: [www.contracts.mod.uk](http://www.contracts.mod.uk)

Tel No: 0845 270 7099

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

24. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010. <https://www.gov.uk/government/policies/government-transparency-and-accountability> and the information contained within DEFCON 539.
25. Before publishing the contract, the Employer will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA) or the Environmental Information Regulations 2002 ("the EIR).
26. You should complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A) explaining which parts of your Tender you consider are commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.
27. You should note that, while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with Employer. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Employer decide to publish or disclose information against your wishes, you will be given prior notification.

### **Electronic Purchasing**

28. Tenderers must note that use of the Employer's Purchase to Payment (P2P) system is a mandatory requirement for this contract. You can view information on the P2P system and methods to connect at [www.d2btrade.com](http://www.d2btrade.com). Please feel free to consult the service provider on connectivity options. The Winning Tenderer will be required to sign DEFFORM 30 (Electronic Transaction Agreements) at a corporate level – if you are not already registered on P2P.

### **Change of Circumstances**

29. The Employer is relying on the information provided by the Tenderers in response to the PQQ including, but not limited to, Tenderers past performance and information concerning the members and structure of the Tenderer's consortium. If at any time during the procurement there are any material changes to such information, the Tenderer must advise the Employer as soon as it becomes aware of the change.
30. The Employer reserves the right at its sole discretion to disqualify any Tenderer who makes any material changes to aspect of its response to the PQQ if it fails to notify the Employer of such change; or having notified the Employer of such change, the Employer considers that the

effect of the change is such that, on the basis of the evaluation undertaken by the Employer for the purpose of selecting potential providers to participate in the Negotiation, the Tenderer would not pre-qualify.

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

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

### **Reservist and other Supplier Support to the Armed Forces**

32. The 2010 Strategic Defence and Security Review set out what our Armed Forces will look like and outlined the role of the Reserve Forces within that Future Force. Reserves will have a greater role, providing both a larger proportion of the force and Defence capabilities in certain specialist areas that are not practical or cost effective to maintain full time.
33. The MOD wishes to have a more sustained and enduring relationship with suppliers, on Reservist and other military personnel objectives, based on mutual benefit. The personnel objectives include:
- a. Employment of service leavers
  - b. Employment of wounded, injured or sick veterans
  - c. Employment of the partners of service personnel
  - d. Helping local cadet units
  - e. Support to Reservist employees
  - f. Encouragement of Reserve service
34. Of particular interest to Defence is the need to have more Reservists employed by reserves supportive employers as described in Chapter 4 of the White Paper, 'Reserves in the Future Force 2020; Valuable and Valued' available at: [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/210470/Cm8655-web\\_FINAL.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/210470/Cm8655-web_FINAL.pdf).
35. The Authority therefore encourages all Tenderers, and their suppliers to:
- a. consider whether they are able to support these objectives; and if they are
  - b. sign the Corporate Covenant, declaring their support the Armed Forces community.
36. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at <https://www.gov.uk/the-corporate-covenant>.
37. Specific guidance on how you can support the Reserve Forces, what your support means in practice and what the potential benefits are for you can be found at: [www.sabre.mod.uk](http://www.sabre.mod.uk).
38. Please provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD 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 in the websites.

Email address: [covenant-mailbox@mod.uk](mailto:covenant-mailbox@mod.uk)  
Address: Armed Forces Covenant Team  
Zone D, 6<sup>th</sup> Floor, Ministry of Defence,  
Main Building, Whitehall, London. SW1A 2HB

39. Where you decide to contribute to meeting the personnel objectives above, you should also report the outcomes of such contributions to the above address so they can be recorded and acknowledged.
40. Paragraphs 31-38 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support and we are committed to working with you to this end.

### **Military Aviation Authority (MAA) Requirements**

41. There are no MAA requirements

### **Bank or Parent Company Guarantee (PCG)**

42. Where A Bank or Parent Company Guarantee is required Tenderers will be notified in the ITN letter. A copy of the PCG is provided in Booklet 1 Clause 19 and Annex J if required, please complete and return the Bank/PCG with your Tender. If required, no contract will be able to be awarded until a suitable Parent Company or Bank Guarantee, as appropriate, is in place.

### **Cyber Essentials Accreditation**

43. For all new requirements advertised from 1<sup>st</sup> January 2016 which entail the transfer of MOD identifiable information (In this context 'information' shall have the meaning as defined in the contract) from customer to supplier or the generation of information by a supplier specifically in support of the MOD contract, MOD will require suppliers to have a Cyber Essentials certificate by the contract start date at the latest, and for it to be renewed annually. This requirement must be flowed down the supply chain.
44. Please notify the Authority as soon as you become aware of any issues with Supply Chain ability to comply with Cyber Essentials.

### **ADDITIONAL RETURNS**

#### **Occasions of Tax Non Compliance**

45. The Authority has pre-qualified the Tenderers on the basis of their response to the Pre Qualification Questionnaire concerning Occasions of Tax Non Compliance (OOTNC). The question is repeated below for convenience. If at any time during the procurement process the Tenderers position changes, they must advise the Employer as soon as they become aware of the change.
- a. The Tenderer must state whether from 1 April 2013 it has experienced any Occasions of Tax Non-Compliance by answering "Yes" or "No" to paragraphs (i) or (ii) below:
    - i. any of the Tenderers tax affairs have given rise to criminal conviction for tax related offences which is unspent, or to a penalty for civil fraud or evasion; an/or
    - ii. the Tenderers tax returns submitted on or after 1 October 2012 has been found to be incorrect as a result of:

- HMRC (or equivalent tax authority) successfully challenging the supplier under the General Anti-Abuse Rule (GAAR) or the “Halifax” abuse principle and all appeal avenues are completed; or
  - a tax authority in a jurisdiction in which the Tenderer is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the “Halifax” abuse principle; or
  - the failure of an avoidance scheme which the supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or equivalent or similar regime in a jurisdiction in which the Contractor is established.
- b. If you answer “Yes” to (i) or (ii) above, you must also provide details of the OOTNC and any mitigating factors that you consider relevant and wish the Employer to take into consideration. This could include:
- i. the date and brief description of the OOTNC, the tax to which is applied, and the type of “non-compliance” e.g. GAAR, the “Halifax” abuse principle. If OOTNC relates to a DOTAS, the number of the relevant scheme;
  - ii. if the OOTNC relates to non-UK tax laws or administrative provisions;
  - iii. the date of the original non-compliance, the date of any judgement against the Contractor, or date when the tax return was amended;
  - iv. any fine, penalty or criminal conviction applied;
  - v. any corrective action undertaken by the Contractor to date and or planned corrective action to be taken, including changes in financial, accounting, audit or management procedures since the OOTNC; and
  - vi. any changes in personnel or ownership since the OOTNC.

**GOVERNMENT BUYING STANDARD FOR CLEANING  
MANDATORY RETURNS**

<p><b>Mandatory level</b> Dosing instructions <i>(all products in general scope)</i></p>	<p>Products must be delivered with clear dosing instructions to avoid over-application by the user. <b>Verification:</b> Tenderers must provide a signed declaration that all relevant products will meet this criterion.</p>
<p>Propellants <i>(all products in general scope)</i></p>	<p>Sprays containing propellants must not be used. <b>Verification:</b> Tenderers must provide a signed declaration that all relevant products will meet this criterion.</p>
<p>Packaging <i>(all products in general scope)</i></p>	<p>The primary packaging shall be easily separable into single-material parts. <b>Verification:</b> Tenderers must provide a signed declaration that all relevant products will meet this criterion.</p>
<p>paradichlorobenzene and (APEs) <i>(all products in general scope)</i></p>	<p>Products must not contain paradichlorobenzene or alkylphenol ethoxylates (APEs) <b>Verification:</b> Tenderers must provide a signed declaration that all relevant products will meet this criterion.</p>
<p>Dilution <i>(All purpose cleaners and window cleaners only)</i></p>	<p>Products must be supplied as concentrates requiring dilution before use. An exception is trigger sprays. These may be supplied containing ready-to-use products, provided they are part of a product range where reuse with concentrated refills is intended. <b>Verification:</b> Tenderers must provide a signed declaration that all relevant products will meet this criterion. Where products are supplied as part of a cleaning services contract, use of ready-to-use trigger sprays can be monitored via the mandatory cleaning services GBS requirements</p>
<p>Use of Products</p>	<p>Products utilised must comply with the Mandatory GBS for cleaning products <b>Verification:</b> Tenderers must provide details of all products which they propose to use that fall within scope of the Mandatory GBS for cleaning products along with the necessary verification to prove that they confirm with the criteria.</p>

**BOOKLET 1 – CONDITIONS OF CONTRACT  
ACCEPTANCE OR REJECTION CERTIFICATE**

**EAST REGION MULTIACTIVITY CONTRACT**

\*We hereby confirm that we have read and understood the requirements set out in Booklet 1 – Conditions of Contract, provide **Unqualified Acceptance** of the Conditions of Contract.

**OR**

\*We hereby confirm that we have read and understood the requirements set out in Booklet 1 – Conditions of Contract and **Reject** the Conditions of Contract.

**\*Please delete as appropriate**

**Signed:** .....

**Name:** .....

**Position:** .....

**Tenderer:** .....

**Address:** .....

.....

.....

.....

.....

**Telephone:** .....

**Mobile:** .....

**Email:** .....

**Facsimile:** .....

**BOOKLET 2 – PRICING INFORMATION**

**COMPLETION INSTRUCTIONS FOR ANNEX A, PARTS 1 AND 2**

Completion instructions for Booklet 2 – Pricing Information, Annex A, Parts 1 and 2 are provided in separate Microsoft Excel Spreadsheet – attached.

BOOKLET 3 – SERVICE INFORMATION

CONFIRMATION OF COMPLIANCE CERTIFICATE

EAST REGION MULTIACTIVITY CONTRACT

\*We hereby confirm that we have read and understood the requirements set out in Booklet 3 – Service Information and confirm compliance to the requirements therein.

**Signed:** .....

**Name:** .....

**Position:** .....

**Tenderer:** .....

**Address:** .....

.....  
.....  
.....  
.....  
.....

**Telephone:** .....

**Mobile:** .....

**Email:** .....

**Facsimile:** .....