



## **INVITATION TO TENDER**

**PROCUREMENT FOR THE SUPPLY OF RESEARCH SERVICES –  
EVALUATION OF THE ARMED FORCES FAMILIES FUND: EARLY YEARS  
PROGRAMME**

**2025/S 000-057984**

**OPEN PROCEDURE UNDER THE PROCUREMENT ACT 2023**

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## SECTION 1 – DEADLINE FOR RESPONDING TO THIS DOCUMENT

- 1.1 The deadline for responding to this Invitation to Tender for the Evaluation of the Armed Forces Families Fund: Early Years Programme is 12pm on 24 October 2025 (the “**Tender Return Deadline**”). See Section 6 (Procurement Timetable) and Section 8 (How to respond to this opportunity) of this ITT for further information.

## SECTION 2 – INTRODUCTION

- 2.1 The Armed Forces Covenant Fund Trustee Limited acting as trustee of the Armed Forces Covenant Fund (“**the Trust**”) is running a procurement process to identify a suitably qualified Supplier for the provision of an Evaluation of the Armed Forces Families Fund: Early Years Programme. This Procurement is being conducted in accordance with the Act using the Open Procedure. This document, including its associated annexes/appendixes, (together the “**ITT**”) describes how the Procurement will be conducted, including details of the Procurement timetable, participation and award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.
- 2.2 The Procurement is being carried out under the open procedure, subject to the Procurement Act 2023 (the “**Act**”).
- 2.3 This document has been prepared to assist Suppliers in deciding whether to participate in and subsequently submit a tender in this Procurement. It is being made available by the Trust on the condition that it is used only in connection this Procurement and for no other purpose.
- 2.4 Please read this document carefully and ensure compliance (including but without limitation the Procurement terms and conditions contained in Appendix A), as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.
- 2.5 This document should be read in conjunction with the Tender Notice and any associated Procurement documents which have been made available at this stage of the Procurement, as well as any instructions on the Central Digital Platform.
- 2.6 The Trust reserves the right to amend this ITT before the Tender Return Deadline as and when the need arises, including as the result of questions received from any of the Suppliers pursuant to these instructions, or to reflect any other changes to the Procurement or new information. Such amendment may be to any of the terms of this Procurement, including the stated award criteria. Any such amendment will be numbered, dated and issued via the Portal. In the event of amendment, the Trust may at its discretion extend the deadline for receipt of Tenders.
- 2.7 Common terms and expressions shall have the meanings ascribed to them in the glossary in Appendix D.
- 2.8 All references to a ‘section’ are to a section in the Act unless otherwise stated.
- 2.9 All references to a ‘paragraph’, ‘appendix’ or ‘annex’ are to a paragraph, appendix or annex of this document unless otherwise stated.
- 2.10 All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).

### **SECTION 3 – INTRODUCTION TO THE TRUST**

- 3.1 The Armed Forces Covenant Fund Trustee Limited is a trustee of the Trust. The Trust awards grants that support the armed forces community and is both a charity and a Non-Departmental Public Body, or NDPB. The Trust was originally based within the MOD before becoming an independent body in 2018.
- 3.2 The Trust has four broad funding themes now and in future years:
- (a) Non-core healthcare services for veterans;
  - (b) Removing barriers to family life;
  - (c) Extra support, both in and after service, for those that need help; and
  - (d) Measures to integrate military and civilian communities and allow the armed forces community to participate as citizens.
- 3.3 The Armed Forces Covenant is a promise by the nation ensuring that those who serve of who have served in the armed forces, and their families, are treated fairly. It can be signed by businesses, charitable organisations, local authorities, public sector organisations and single services within the armed forces. All grants awarded by the Trust support the values of the Covenant and the Trust strongly encourages the projects that it supports to consider if they could sign the Covenant.

## SECTION 4 – OVERVIEW OF THE TRUST'S REQUIREMENT

- 4.1 The Trust is seeking to procure a suitable supplier (an individual organisation or a consortium with a lead supplier) for a research contract to evaluate the Armed Forces Families Fund's Early Years Programme. The definitive statement of the Trust's requirements is set out in the Service Specification (Appendix B).
- 4.2 The term of the Contract is **2 years**.
- 4.3 The maximum budget for the Contract is **£83,000** including expenses (excluding VAT) for the initial term.

## SECTION 5 – THE PROCUREMENT PROCESS

This Open Procedure will be conducted as follows:

- 5.1 This Procurement commenced with the issuing of a Tender Notice and the publication of this ITT.

### **Step 1:**

- 5.2 This document includes a procurement specific questionnaire (“**PSQ**”) at Appendix C which all Suppliers are required to complete and include in their Tender Response. Suppliers’ Tender Responses must be returned in accordance with the Procurement Timetable and instructions within this document.
- 5.3 The Trust will first check Suppliers’ Tender Responses to ensure responses are compliant with this ITT. If a Supplier’s Tender Response is non-compliant the Trust reserves the right to reject the Tender Response, and the Supplier will not proceed in this Procurement.

### **Step 2:**

- 5.4 Once the Trust has undertaken a compliance check the Trust will first evaluate Suppliers’ PSQ responses. The Trust will use the PSQ to confirm that neither the Supplier, nor any related persons within its corporate group, associated persons relied on to meet the conditions of participation, or proposed sub-contractors are listed on the Cabinet Office debarment list. To the extent that any such entities are listed on the debarment list, the Trust will consider whether to exclude the Supplier from participating in the Procurement in accordance with its obligations under the Act.
- 5.5 In addition, the Trust will consider whether any Supplier or related persons within its corporate group, associated persons relied on to meet the conditions of participation, or proposed sub-contractors are excluded or excludable Suppliers, and before the Trust determines that a Supplier is an excluded or excludable Supplier, it will provide the Supplier reasonable opportunity to make representations and provide evidence as is proportionate in the circumstances. If the Supplier is an excluded or excludable Supplier only by virtue of an associated person or proposed sub-contractor, the Trust will notify the Supplier of its intention to exclude the Supplier and provide the Supplier with reasonable opportunity to replace the associated person or sub-contractor. If as a consequence of this process the Trust excludes the Supplier from participating in the Procurement, or is aware of an associated person or sub-contractor having been replaced, it will give notice of this fact within 30 days of its decision to the Procurement Review Unit (PRU).
- 5.6 The Trust will also undertake a review of the completed PSQ with reference to any information held on the Central Digital Platform. Responses to any conditions of participation will be assessed in accordance with the selection process and any selection criteria as set out in the Tender Notice, PSQ and described in this document.
- 5.7 Suppliers should note that the Trust reserves the right to re-assess any response to the PSQ, in light of any new relevant information that comes to the Trust’s attention. Please refer to the ‘Supplier eligibility’ provisions in Appendix A: Procurement terms and conditions.

### **Step 3:**

- 5.8 Once the Trust has evaluated the PSQ, the Trust will then evaluate the Technical and Commercial envelopes of Suppliers’ Tender responses in order to identify the Supplier which has submitted the most advantageous tender in accordance with the assessment methodology and award criteria set out in the Tender Notice and described in this document. In carrying out this assessment, the Trust will disregard any tender from a Supplier that does not satisfy the conditions of participation. The Trust may also disregard a tender:

- (a) from a Supplier that is not a United Kingdom Supplier or a treaty state Supplier or that intends to sub-contract the performance of all or part of the Contract to a Supplier that is not a United Kingdom Supplier or a treaty state Supplier; or
  - (b) if the tender breaches a procedural requirement set out in the Tender Notice or associated tender documents; or
  - (c) if the tender offers a price that the Trust considers to be abnormally low for the performance of the Contract. Where the Trust considers that a price offered by a Supplier in its tender is abnormally low, the Trust will notify the Supplier and give the Supplier reasonable opportunity to demonstrate that it will be able to perform the contract for the price offered. The Trust will only disregard the tender if the Supplier cannot satisfactorily demonstrate that it will be able to perform the Contract for the price offered.
- 5.9 Following evaluation of Tender Responses but prior to the publication of the contract award notice, the Trust reserves the right to invite Suppliers to present their Tender Responses to the Trust.
- 5.10 The presentations will not be separately evaluated. The purpose of the presentation is solely for verification of Tender Responses. In the event that a presentation, in the opinion of the evaluators, clarifies any aspect of a Supplier's Tender Response, such that the evaluators would have awarded a different score (whether higher or lower) had any such area been clear within the Supplier's Tender Response, then the evaluators may adjust any scores as they deem appropriate. For the avoidance of doubt, evaluators will not be under any obligation to adjust scores awarded to a Tender Response as a result of a presentation, and any such adjustment will be at the sole discretion of the evaluators. Suppliers will not be entitled to amend any part of their Tender Response as part of their presentation, and the Trust reserves the right to disqualify any Supplier who seeks to gain an unfair advantage through amending its Tender Response in any presentation.
- 5.11 If you are invited to a Bidder Presentation, further details as to the form, content, venue and time of the presentations will be provided in due course.

**Step 4:**

- 5.12 Once the assessment has concluded, the Trust will provide an assessment summary to all Suppliers whose tenders have been assessed to:
- (a) inform them whether they have been successful in being awarded the Contract;
  - (b) provide an explanation of the assessment of the Supplier's tender against the relevant award criteria, in accordance with the requirements of the Act; and
  - (c) where different to the Supplier concerned, provide information in respect of the most advantageous tender submitted, including details of the assessment of this tender against the relevant award criteria and the Supplier's name.
- 5.13 Once the assessment summaries have been provided to the Suppliers that submitted final tenders, the Trust will also publish a contract award notice on the Central Digital Platform to commence the mandatory standstill period.
- 5.14 Subject to completion of the mandatory standstill period, the Procurement will end with the Trust entering into the Contract with the preferred Supplier and publication of a Contract Details Notice on the Central Digital Platform. Where appropriate, a copy of the Contract may also be published on the Central Digital Platform.



## SECTION 6 – PROCUREMENT TIMETABLE

- 6.1 The timetable for the Procurement is set out in the following table (the “Procurement Timetable”). Deadlines for the submission of responses to the Trust are shown in bold. Failure to meet these deadlines will result in a Supplier’s submission not being considered unless there are exceptional mitigating circumstances such as a technical failure in the Trust’s website preventing access to the ITT or its ability to receive emails.

Procurement Activity	Date(s) and Time(s)
Issue of ITT to Suppliers	19 September 2025
Deadline for submission of Supplier clarifications	12pm 17 October 2025
<b>Tender Return Deadline</b>	12pm 24 October 2025
Evaluation of tender responses	w/c 27 October 2025
Anticipated date for the Trust to issue assessment summaries to each Supplier that submitted a response to this ITT	w/c 3 November 2025
Anticipated date for the Trust to issue contract award notice	w/c 10 November 2025
Standstill period ends	w/c 24 November 2025
Contract signature (earliest)	1 December 2025

- 6.2 The Trust reserves the right, in its absolute discretion, to amend the Procurement Timetable or extend any time period in connection with the Procurement. Any changes to the Procurement Timetable will be notified simultaneously to the Suppliers.

## **SECTION 7 – CONTRACT TERMS**

- 7.1 Any contract(s) awarded following the conclusion of this Procurement will be for an initial duration of 2 years.
- 7.2 The contract is expected to commence on 1 December 2025.
- 7.3 A draft contract has been provided to Suppliers with this ITT. Suppliers are required to accept the terms of the draft Contract (without amendment) as part of their Tender response (see Section 10 (The assessment process and award criteria)).

## SECTION 8 – HOW TO RESPOND TO THIS OPPORTUNITY

### GENERAL REQUIREMENTS

- 8.1. Tenders shall be submitted in accordance with the instructions given in this ITT. Tenders not complying with these instructions may be rejected by the Trust at its absolute discretion.
- 8.2 Tenders shall be submitted to **tenders@covenantfund.org.uk** by answering all of the required questions in this ITT and attaching any necessary documents as instructed. More information on the required form and structure of Tenders is provided alongside the relevant questions in this ITT.
- 8.3 Suppliers are required to keep their Tenders open and valid for the period of time specified in Appendix A (Procurement terms and conditions).
- 8.4 Suppliers are required to provide full answers to all questions, including any requested attachments to make up their Tenders. Full details of the response requirements are included in the table below at paragraph 8.14. All Tenders must be strictly in accordance with the format, structure and other requirements specified in this ITT and must be as clear and concise as possible, noting that this will be the single source of information on which responses will be evaluated.
- 8.5 The information supplied will be checked for completeness and compliance with the instructions before responses are evaluated. The Trust reserves the right to deem a response non-compliant if it is not completed fully, comprehensively and honestly and may be rejected. Suppliers are therefore advised to ensure that all members of the Supplier's team are made fully aware of these instructions.

### FORMATTING

- 8.6 All Tenders must be submitted:
  - (a) in the English language;
  - (b) with any attachments typed solely in Arial font size 11;
  - (c) with all financial information stated in GBP, exclusive of VAT and, where relevant, with total values clearly provided;
  - (d) in compliance with any stated word / page count specified for any question. If a response for any question exceeds the stated word / page limit for that question (including if that response is included in a table or diagram format), the Trust shall only evaluate the portion of the relevant response up to the applicable word / page limit. Unless clearly specified otherwise, any supplementary documentation (including any annexes or appendices) will be included within the scope of any word or page limit specified;
  - (e) either in standard Microsoft Office formats (Word, Excel, etc), or PDF only. Non-standard formats may be rendered inaccessible to the Trust for evaluation purposes and will not be reviewed.
  - (f) using the following naming convention: ITT: Early Years Programme evaluation [organisation name] [Part x];
  - (g) without:
    - (i) embedded files or links (including hyperlinks) to any other documents or web pages etc.;
    - (ii) marketing or promotional material;

- (iii) additional attachments or appendixes beyond those permitted by any stated word count or character limits;
- (iv) caveats or qualifications. Suppliers must therefore ensure any explanatory or descriptive matter does not constitute a qualification to the Trust's requirements as any Tender deemed to be submitted subject to caveats or qualifications may be deemed non-compliant by the Trust and therefore disqualified from this procurement process;
- (v) assumptions or dependencies (including contractual obligations) on the Trust; or
- (vi) cross-referencing between different elements of the Tender response. Each question response should 'stand-alone' and contain the Supplier's entire response to the relevant question.

8.7 Suppliers must not include pricing details in any element of the Tender other than the Commercial envelope.

8.8 Any annexes or appendices provided as part of a Supplier's response must be clearly marked and identified. Supplementary documentation, which is not clearly identified, or cannot be readily linked to a specific evaluation question, will not be evaluated.

### **SUBMISSION PROCESS**

8.9 A response to the Procurement Specific Questionnaire (PSQ) must be submitted as part of a Supplier's Tender response in accordance with the instructions in Section 8 (How to respond to this opportunity) of this ITT.

8.10 Supporting documents and information required by the Trust as part of the submission, e.g. Mandatory and Discretionary exclusions self-declarations for sub-contractors, must be submitted as separate attachments and be clearly referenced as follows: ITT: Early Years Programme evaluation [organisation name] [Part x].

8.11 The Tender Return Deadline is stated in the Procurement Timetable and Tenders will not be accepted after that deadline. It is each Supplier's responsibility to ensure that its Tender is submitted in accordance with the instructions set out in this ITT before the Tender Return Deadline.

8.12 No subsequent claim for loss as a consequence of a Supplier's failure to comply with the instructions set out in this ITT shall be admitted.

8.13 The Trust reserves the right to request information from Suppliers following the Tender Return Deadline for clarification purposes.

### **CONTENT**

8.14 The following table provides a checklist of all information / documents that must be submitted to submit a compliant Tender.

<b>Document number</b>	<b>Document name</b>
1	<b>PSQ Submission:</b> You must use the template provided at Appendix C.
2	<b>Technical Submission:</b> You must respond to all Technical criteria (including social value) specified on Section 10 (The assessment process and award criteria).
3	<b>Commercial Submission:</b> You must use the Commercial Submission template provided (Annex 1).

4	<b>Form of tender:</b> See Appendix E
5	<b>Commercially sensitive information:</b> See Appendix F

## SECTION 9 – REQUESTS FOR CLARIFICATION

### APPROACH TO CLARIFICATION

- 9.1 All communication during the Procurement must be executed via email at **tenders@covenantfund.org.uk** and NOT through any other means.
- 9.2 Any requests for clarification relating to the Procurement must be submitted via email, no later than the deadline in the Procurement Timetable to allow the Trust sufficient time to respond prior to the closing date for receipt of submissions. The Trust will endeavour to respond to requests for clarification submitted in accordance with these requirements prior to the clarification deadline and within a reasonable period to allow Suppliers to take the responses to clarifications into account with completing their Tender response.
- 9.3 The Trust reserves the right not to answer any requests for clarification submitted after the deadline set out in the Procurement Timetable or submitted via any other means.
- 9.4 Where the Trust considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will transmit to all other Suppliers (without reference to the identity of the Supplier which submitted the clarification question) the clarification question raised and the Trust's response, with the exception of those deemed confidential as provided below.
- 9.5 If a Supplier considers that its request for clarification should be treated as confidential and not disclosed to other Suppliers, it must communicate this and the reason why to the Trust at the time of the submission of that clarification request. The Trust will advise the Supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential, and will provide an opportunity for the Supplier to withdraw such aspects of the request for clarification. The Trust's conclusion as to whether a request for clarification contains confidential elements shall be final.
- 9.6 In such circumstances, the Supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by the Trust in the same manner as the original request, or raise a new request to be treated as a non-confidential request for clarification. Any requests not amended or withdrawn by the Supplier following notification may be circulated to all Suppliers as described above.
- 9.7 Clarification questions and responses will be published on the Trust's website periodically and in a timely manner together with the available ITT document. It is the responsibility of each Supplier to monitor all clarifications issued by the Trust. The Trust accepts no liability for any Supplier's failure to keep abreast of clarifications issued.

## **SECTION 10 – THE ASSESSMENT PROCESS AND AWARD CRITERIA**

### **GENERAL GUIDANCE**

- 10.1 The evaluation of Tenders will be carried out in a single stage.
- 10.2 The tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most advantageous tender.
- 10.3 The Trust reserves the right to:
- (h) require a Supplier to provide additional information supplementing or clarifying any of the information provided in it Tender;
  - (i) seek independent financial, legal, market and internal advice and references to validate any response information provided or to assist in the evaluation process;
  - (a) require references, site visits, demonstrations and/or presentations as the Trust deems appropriate;
  - (b) directly award a contract covering all or part of the Requirement to any Supplier that is not an excluded supplier where the Trust does not receive any suitable Tenders; and
  - (c) disregard any tender which breaches a procedural requirement set out in this (or any subsequent) ITT.

### **COMPLIANCE REVIEW**

- 10.4 The Trust will check the Tenders for completeness and compliance with the requirements for submission set out in this ITT. In particular, the Compliance Review will check that Suppliers:
- (j) submitted their Tenders by the relevant Tender Return Deadline specified in the Procurement Timetable;
  - (k) have provided a response to all mandatory questions set out in this ITT; and
  - (l) meet the submission requirements set out in Section 8 (How to respond to this opportunity) of this ITT.
- 10.5 Where, in the opinion of the Trust, a Tender is non-compliant the Trust may reject the Tender and any such Tender will not be evaluated.
- 10.6 All Tenders that are considered to meet the requirements set out above will be evaluated.

### **STEP 1: PSQ (QUALIFICATION ENVELOPE)**

- 10.7 The Trust will exclude any Tender from a Supplier that does not satisfy the Conditions of Participation. This includes any Tender that scores a “Fail” score for any of the Pass/Fail questions in the PSQ.
- 10.8 The Trust may disregard a Tender:
- ( ) from a Supplier that is not a United Kingdom Supplier or a treaty state Supplier or that intends to sub-contract the performance of all or part of the Contract to a Supplier that is not a United Kingdom Supplier or a treaty state Supplier;
  - (a) if the Tender breaches a procedural requirement set out in the Tender Notice or this ITT;

- (b) if the Supplier fails to provide a satisfactory response to any question in the Central Digital Platform, PSQ and Conditions of Participation (including inadequately or incorrectly completing a response to any question); or
- (c) the Supplier fails to submit the required information by the Tender Return Deadline.

#### **Excluded or Excludable Suppliers**

- 10.9 The Trust will first consider, in respect of each Supplier that submitted a Tender, whether the Supplier or any related persons within its corporate group, Associated Persons relied on to meet the Conditions of Participation, or proposed sub-contractors, are excluded or excludable Suppliers and will consider whether to disregard the Tender submitted in accordance with its obligations under the Act. To the extent that any such entities are listed on the debarment list, the Trust will consider whether to exclude the Supplier from participating in the Procurement in accordance with its obligations under the Act. Before the Trust determines that a Supplier is an excluded or excludable Supplier, it will provide the Supplier reasonable opportunity to make representations and provide evidence as is proportionate in the circumstances.
- 10.10 If the Supplier is an excluded or excludable Supplier only by virtue of an Associated Person or proposed sub-contractor, the Trust will notify the Supplier of its intention to disregard its Tender and provide the Supplier with reasonable opportunity to replace the Associated Person or sub-contractor. If as a consequence of this process the Trust disregards a Tender from an excluded or excludable Supplier or is aware of an Associated Person or sub-contractor having been replaced, it will give notice of this fact within 30 days of its decision to the Procurement Review Unit.

#### **Economic and Financial Standing**

- 10.11 The Economic and Financial Standing questions 13, 14 and 15 of the PSQ are designed to evaluate whether the Supplier has sufficient economic and financial standing to deliver the contract.
- 10.12 They are assessed on a Pass / Fail basis as follows:
- (o) Q13 Yes = Fail; No = Pass
  - (p) If the Tender response is a "Fail", the Tender response will be excluded from the Procurement.

#### **Insurance**

- 10.13 The insurance question 15 of the PSQ is assessed on a Pass/Fail basis. Suppliers are required to confirm compliance with the insurance requirements stated in the question by providing an unequivocal "Yes" response. Failure to do so will result in a "Fail" score and the Tender will be excluded from the Procurement.

#### **UK GDPR**

- 10.14 The UK GDPR question 17 of the PSQ is assessed on a Pass/Fail basis. The response will be awarded a "Pass" if it provides the Trust with confidence in the Supplier's ability to deliver the contract in compliance with UK data protection law and ensuring the protection of the rights of data subjects. Otherwise, the response will "Fail" and the Tender will be excluded from the Procurement.



## Technical and Professional Ability

10.15 The Technical and Professional Ability question 18 in the PSQ is designed to evaluate the Supplier's technical and professional ability to deliver the contract. This section is scored on a "Pass/Fail" basis. The response will be evaluated in accordance with the evaluation criteria in the Table below. If the Tender response is awarded a "Fail" score, the Tender response will be excluded from the Procurement.

Criteria	Score
The Supplier's response fails to give the evaluator any confidence that the Applicant has experience of delivering a similar contract.	Fail
The Supplier provides a response which gives the evaluator confidence that the Supplier has experience of delivering a similar contract.	Pass

10.16 The Trust reserves the right to contact a customer organisation in relation to whom a case study has been given to ask them to complete a reference to verify that the information provided by the Supplier. Suppliers may be required to assist the Trust in taking up a reference and for making sure that the appropriate contact is available and willing to provide a reference.

## Sub-contractor management

10.17 The sub-contractor management question 19 of the PSQ is assessed on a Pass/Fail basis. The response will be awarded a "Pass" where either no subcontracting is intended or, where subcontracting is intended, the Supplier's response provides evidence that the Supplier has previously maintained healthy supply chains or otherwise gives the Trust confidence that subcontracting will not give rise to significant concerns in terms of either:

- (q) maintaining the requisite technical and professional ability to deliver the contract; or
- (r) otherwise affecting the Supplier's ability to deliver the contract to the requisite standards.

10.18 Otherwise, the response will be awarded a "Fail" and the Tender will be excluded from the Procurement.

## Organisational Standards

10.19 The question will be scored as follows:

According to any criteria outlined in the Service Specification and assessment criteria.

## Health and Safety

10.20 The question will be assessed on a Pass / Fail basis as follows:

According to any criteria outlined in the Service Specification and assessment criteria.

## STEP 2: TECHNICAL AND COMMERCIAL ENVELOPE

10.21 The Technical and Commercial envelope will be evaluated in accordance with the process set out below. The scores for Technical and Commercial will be aggregated using the weightings displayed in the table set out at below to identify the Most Advantageous Tender:

Section	Question	Weighting (%)	Your score	Your weighted score (%)
<b>Technical</b>	(1) Please set out your organisation's experience of delivering services like the services that will be required under this Contract by referring to your previous work. Please include the CVs of the team that you propose to undertake the Services and describe the capacity of the team to deliver them.	40%		
	(2) Provide your methodology for undertaking the Services detailing how your proposals address all of the areas in paragraph 2 of the Services Specification. Your response must detail your approach to delivering all of the services in paragraph 2, in particular the methodology and the quality control you will implement to ensure the research and its findings are accurate and reliable.	45%		
	(3) Detail the risks to delivering the services to time and to budget and the mitigation actions you will look to implement.	5%		
<b>Technical total</b>		<b>90%</b>		
<b>Legal</b>	Bidder confirms that it will agree to the terms of the Contract without amendment.	Pass/Fail		
<b>Commercial</b>	Commercial evaluation	10%		
<b>TOTAL</b>		<b>100%</b>		

10.22 The Most Advantageous Tender is the Tender that the Trust considers:

- (d) satisfies the Trust's requirements; and
- (e) best satisfies the award criteria when assessed by reference to the assessment methodology and award criteria set out in the Tender Notice and described in this document.

10.23 Suppliers should note that:

- (f) where appropriate, the Trust may issue further clarification questions to a Supplier for information that is required to reach a final score;
- (g) Suppliers should ensure that their responses to each element of the evaluation are self-contained and do not cross-refer to other elements of their Tender

10.24 The final score awarded to a Supplier will be the sum of the Supplier's Technical Total score plus the Commercial Total score.

**Technical evaluation**

10.25 The Technical Evaluation places emphasis on the degree of confidence the evaluation team has in the Technical Response provided and the extent to which the Supplier has demonstrated the effective delivery of the outputs and requirements set out in the Service Specification.

10.26 The Trust has allocated 90% to the overall marks available for the Technical Envelope. The score given to the response of each criterion will be multiplied by the weighting corresponding to that criterion. The multiplication will result in the final score the Supplier receives for each criterion. The scores for all technical criteria will then be added together to result in a Technical Total.

10.27 The following scoring criteria will be applied:

Score	Definition	Benchmark
		<b>In the opinion of the evaluators, the Supplier's response provides information which:</b>
4	<b>Excellent</b>	<ul style="list-style-type: none"> <li>• Addresses all aspects of the Requirements of the Questions; and</li> <li>• Provides a complete and clear methodology, relevant supporting information and service levels each of which do not contain any substantive weaknesses; and</li> <li>• Provides complete confidence in the Supplier's proposed delivery of the Requirement.</li> </ul>
3	<b>Good</b>	<ul style="list-style-type: none"> <li>• Addresses all aspects of the Requirements of the Question; and</li> <li>• Provides a clear methodology and relevant supporting information, but contains minor weaknesses; and</li> <li>• Provides confidence in the Supplier's proposed delivery of the Requirement, with no more than minor reservations.</li> </ul>
2	<b>Moderate</b>	<ul style="list-style-type: none"> <li>• Addresses almost all aspects of the Requirement of the Question; and/or</li> <li>• Provides a methodology and supporting information that contains no more than moderate weaknesses; and</li> <li>• Provides a moderate level of confidence in the Supplier's proposed delivery of the Requirement, with no more than moderate reservations.</li> </ul>
1	<b>Weak</b>	<ul style="list-style-type: none"> <li>• Partially addresses the Requirement of the Question; and/or</li> </ul>

Score	Definition	Benchmark
		<b>In the opinion of the evaluators, the Supplier's response provides information which:</b>
		<ul style="list-style-type: none"> <li>Provides a methodology and supporting information that are of limited or no relevance, or contain significant weaknesses; and/or</li> <li>The evaluators have significant reservations regarding the Supplier's proposed delivery of the Requirement.</li> </ul>
0	<b>Unacceptable</b>	<ul style="list-style-type: none"> <li>No response or the response does not give the evaluators any confidence in the Supplier's proposed delivery of the Requirement.</li> </ul>

10.28 Each sub-criterion will be evaluated separately. For each question, the Supplier shall be awarded a score out of 0-4. The evaluators reserve the right to award scores between whole numbers (e.g., 2.5 or 3.8). The weighted score for each sub-criterion shall be calculated so that:

- For a score of 0 – the question weighting is multiplied by 0%
- For a score of 1 – the question weighting is multiplied by 25%
- For a score of 2 – the question weighting is multiplied by 50%
- For a score of 3 – the question weighting is multiplied by 75%
- For a score of 4 – the question weighting is multiplied by 100%

For example, if a Bidder receives a score of 3 for each of the Technical questions, its total score for Technical will be 67.5%. This is calculated as follows:

**Q1 – 3 x 75% = 30%** (4 = 100%, weighted at 40%)

**Q2 – 3 x 75% = 33.75%** (4 = 100%, weighted at 45%)

**Q3 – 3 x 75% = 3.75%** (4 = 100%, weighted at 5%)

**Total = 67.5%** (90% available in total for Technical questions)

10.29 Responses to all questions are mandatory unless otherwise stated.

### Commercial Evaluation

10.30 Suppliers should aim to demonstrate within the Commercial response that their overall Tender offers the best mix of quality and effectiveness for the least outlay over the period of using the goods or services required. The Commercial response should therefore be clear on whole life costs over the duration of the Contract, including (but not limited to) cost elements such as: maintenance, management, operating and disposal costs (where applicable).

10.31 The Trust will review all sections of the Pricing Schedule, including ensuring there is consistency of content with these submissions and all other aspects of your Tender. The Pricing Schedule provided at Annex 1 MUST be completed fully and accurately, as requested. Not adhering to the Pricing Schedule instructions in full may result in your bid being excluded as non-compliant. At its sole discretion the Trust may clarify any discrepancies with Suppliers.

10.32 All prices must be submitted in £GBP, excluding VAT (if any).

10.33 The Trust's only liability to pay the Supplier in respect of the services and/or goods shall be payment of the fees specified in the Pricing Schedule (and reflected in the Contract).

10.34 The commercial evaluation team will apply the following mathematical formulae to the Commercial Criteria then sum these to calculate the overall commercial total score.

***[Price Element Score] =***

***(Lowest Bidder's Price) / (Bidder's Price)***

***X [Price Weighting]***

***For example, if Bidder A's Price is £10,000, which is the lowest Bidder Price, and Bidder B's Price is £20,000 and Price has a weighting of 20%:***

***(a) Bidder A scores 20%; and***

***(b) Bidder B scores 10%, being***

***(10,000 / 20,000) X 20 = 10***

10.35 If a Tender, or an element of the Tender, is offered at a price that the Trust considers to be abnormally low, the Trust shall notify the Supplier that the Trust considers the price to be abnormally low, and give the Supplier reasonable opportunity to demonstrate that it will be able to perform the Contract for the price offered. Should the evidence supplied in response to this request fail to demonstrate to the Trust's satisfaction that the Supplier is expected to be able to perform the Contract for the price offered, the Trust may disregard the Tender for being abnormally low and disqualify the Supplier from the Procurement.

#### **CONCLUDING THE EVALUATION**

10.36 Following the completion of the evaluation the Trust expects to be able to offer the Contract to the Supplier who achieves the highest combined Technical and Commercial score.

10.37 In the event that the highest combined Technical and Commercial Score results in a tie, the Contract will be offered to the Supplier who achieves the highest overall score for the Commercial score.

10.38 In the event that the highest scoring Supplier declines to enter into the Contract, the Trust may choose to proceed to Contract award with the next highest scoring Supplier.

## **APPENDIX A – PROCUREMENT TERMS AND CONDITIONS**

### **Procedural requirements**

- 1.1 This document together with all other associated documents provided to Suppliers in connection with this Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at the Trust's sole discretion.

### **Central Digital Platform**

- 1.2 Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this Procurement. Suppliers must notify the Trust immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.

### **Transparency**

- 1.3 Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Trust routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. In certain circumstances this includes information on who has submitted a Tender, even where that Tender has been unsuccessful or where a Supplier has withdrawn from a procurement process. By submitting a Tender you acknowledge the requirements of the Act and consent to the publication of such information about you and your Tender as the Trust considers is necessary to comply with its statutory obligations.
- 1.4 Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).

### **Modifying and Cancelling the Procurement**

- 1.5 Neither the Tender Notice, this document nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of the Trust (or any other person) to enter into a contractual agreement.
- 1.2 The Trust reserves the right to cancel the Procurement at any point and/or to choose not to award any contract as a result of this Procurement.
- 1.6 Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement. For the avoidance of doubt, the Trust shall have no liability whatsoever to Suppliers for the costs associated with any amendments, changes, discussions, or communications, regardless of whether a Supplier's Tender is successful or is rejected, nor if the Procurement is terminated without award of a Contract.
- 1.7 The Trust reserves the right to:
- (a) to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions contained in this Appendix A before the Tender Response Deadline;
  - (b) to require a Supplier to clarify their proposal(s) and/or tender submission in writing and/or provide additional information – failure by a Supplier to respond adequately may result in their tender submission being rejected at any time;
  - (c) to alter the Procurement Timetable for this Procurement at any time; and/or

- (d) to rewind and re-run any part of the Procurement on the same or alternative basis at any time.

### **Confidentiality and publicity**

- 1.8 Save to the extent made publicly available by the Trust, the information in this document (together with all attachments and any other information communicated to Suppliers during the Procurement) is made available on the condition that it is treated as confidential information by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except:
  - (a) in order to comply with legal obligations; or
  - (b) for the purpose of enabling a submission to be made to the Trust, in which case the information may only be provided to any other person where that person has given an undertaking prior to the receipt of the relevant information (and for the benefit of the Trust) to keep such information confidential.
- 1.9 All information and material provided shall be either returned to the Trust or securely destroyed by unsuccessful Suppliers at the conclusion of the Procurement.
- 1.10 The Trust may disclose Tender information to its officers, employees, agents, professional advisors, or partners for the purposes of conducting this Procurement and (where applicable) management of the Contract. In providing such information the Supplier consents to such disclosure.
- 1.11 Suppliers must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of the Trust. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage including format and content of any publicity.

### **Freedom of information and environmental information**

- 1.12 The Trust is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). All information submitted to the Trust may be disclosed in response to a request made pursuant to the FOIA or the EIR.
- 1.13 In respect of any information submitted by a Supplier that it considers to be commercially sensitive, the Supplier should:
  - (a) clearly identify which information is considered commercially sensitive and complete the table contained within Appendix F;
  - (b) explain the potential implications of disclosure of such information; and
  - (c) provide an estimate of the period of time for which the Supplier considers that such information will remain commercially sensitive.
- 1.14 The Trust will endeavour to:
  - (a) hold confidential all information submitted by a Supplier that it identifies as being commercially sensitive; and
  - (b) consult with a Supplier about commercially sensitive information before making a decision on any FOIA requests and EIR requests received.
- 1.15 Suppliers should note, however, that the final decision on any FOIA request and EIR request rests with the Trust, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, the Trust will be obliged to disclose that information in response to a request. Accordingly, the Trust cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.

## **Requirements on sub-contractors and consortium**

- 1.16 If requested to do so by the Trust, a Supplier will be required to enter into a legal arrangement with other members of a consortium or with any parties which are relied on in order to satisfy the Conditions of Participation relating to this Procurement (in accordance with section 72 of the Act). Tenders submitted by potential consortia must therefore include a “Letter of Intent to form a consortium” in the event of being successful and it must:
- (a) be signed by a duly authorised representative of each member of the consortium with details of each signatory provided in print below each signature;
  - (b) include an express provision that each member of the consortium is jointly and severally liable in respect of the Supplier’s obligations;
  - (c) provide details of the name of the organisation nominated to act as manager of the consortium and who is authorised to act for the consortium in terms of committing it to any obligations and liabilities and to receive and act upon instructions from the Trust and to make and receive payments; and
  - (d) state full details of the proposed structure; the division of technical responsibilities between the partners and intended capitalisation.
- 1.3 Provision of the letter of intent described above shall be considered a mandatory requirement for this Procurement and failure to provide such a letter will result in the Supplier’s exclusion from the Procurement.
- 1.17 Where sub-contractors will play a significant role in the delivery of the services or products under a Contract, Suppliers must indicate the composition of the supply chain, indicating which member of the supply chain will be responsible for the elements of the requirement noting that ultimate responsibility will always rest with the prime contractor. For the avoidance of doubt, any sub-contractor relied upon by the Supplier to satisfy the Conditions of Participation will be considered to play a significant role in the delivery of the services or products under any ensuing contract and must be included.
- 1.18 Where the Tender is submitted by a group of economic operators then, in the absence of a consortium agreement, each member of the group of economic operators shall be deemed to be a sub-contractor to the Supplier and shall not be a party to the Contract. The group of economic operators must determine prior to submitting a proposal which of the group will submit on their behalf and be the ‘Supplier’.
- 1.19 It is recognised that arrangements in relation to sub-contracting/consortia may (within limits) be subject to future change. Suppliers should therefore respond in the light of the arrangements as currently envisaged. Suppliers should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed in the Procurement process or to provide the goods and/or services. Suppliers are reminded that any future proposed change in relation to consortia must be notified to the Trust so that it can make a further assessment by applying the Conditions of Participation to the new information provided. The Trust may exclude a Supplier in the event that a change to a proposed sub-contractor or consortium member results in an inability to meet the Conditions of Participation (including where one or more mandatory or discretionary grounds for exclusion is met as a consequence of such change).

## **Non-collusion, non-canvassing**

- 1.20 Any attempt by a Supplier or their advisers to influence the Procurement in any way may result in the exclusion of the Supplier, without prejudice to any other civil or legal remedies available to the Trust and without prejudice to any criminal liability that such conduct by a Supplier may attract.
- 1.21 Specifically, Suppliers must not directly or indirectly at any time:



- (a) devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member insurance provider or provider of finance;
- (b) enter into any agreement or arrangement with any other person as to the form or content of any other submission or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other submission;
- (c) enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response in this Procurement;
- (d) canvass any employees, members or agents of the Trust in relation to this Procurement;
- (e) attempt to obtain information from any of the employees, members or agents of the Trust or their advisors concerning another Supplier or submission; and/or
- (f) carry out any other co-operation or collusion with another Supplier or any other person which the Trust considers capable of undermining fair competition.

### **Improper behaviour**

1.22 The Trust reserves the right to disqualify any Supplier from participating in this Procurement where the Trust determines that such Supplier has acted improperly resulting in it gaining an unfair advantage in relation to any award of contract and such unfair advantage cannot be avoided without disqualifying the relevant Supplier.

1.23 For these purposes, “acting improperly” includes where the Supplier:

- (a) fails to provide information requested by the Trust;
- (b) provides information to the Trust that is incomplete, inaccurate or misleading;
- (c) accesses confidential information; or
- (d) unduly influences the Trust’s decision-making.

1.24 Prior to any such disqualification, the Trust will notify the Supplier in question of the intention to disqualify and will provide the Supplier with 30 days (or such other period as the Trust considers reasonable in the circumstances) to make representations and provide relevant evidence as to why the Supplier should not be disqualified. The Trust will consider any such representations and evidence prior to making its final determination which shall be communicated to the Supplier via the Portal.

### **Conflicts of interest**

1.25 Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Act) exist between themselves and the Trust or its advisers. A conflict of interest may arise where (for example):

- (a) a Supplier, Consortium member and/or Sub-Contractor has been involved in advising the Trust on matters relating to the Contract or in the preparation of documents or information relating to the Contract; or
- (b) a director, company secretary, or a staff member from a Supplier, Consortium member and/or Sub-Contractor is related to or has a personal interest with a Relevant Staff Member(s) of the Trust. Such a relationship may not create a conflict of interest if it is declared at the earliest possible opportunity and in any

event, prior to the submission of the Tender, and can therefore be managed by the Trust in an open and transparent way.

Please note that, in general, involvement of a Supplier in Preliminary Market Engagement carried out by the Trust should not represent a conflict of interest.

- 1.26 Suppliers must notify the Trust immediately of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest by taking part in this Procurement or if awarded the Contract. Such disclosure shall also be made in respect of any Consortium members and Sub-Contractors proposed by the Supplier. Where Suppliers identify any potential conflicts of interest, they should state how they intend to address such conflicts of interest.
- 1.27 In the event of any actual, potential or perceived conflict of interest, the Trust shall in its absolute discretion decide on the appropriate course of action. The Trust reserves the right to:
- (a) exclude any Supplier that fails to notify the Trust of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists;
  - (b) request further information from any Supplier and require any Supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any Supplier to enter into a specific conflict of interest agreement with the Trust. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the Procurement process; and
  - (c) exclude the Supplier from participating in, or progressing as part of, the Procurement process if the Trust considers that an actual, potential or perceived conflict of interest puts a supplier at an unfair advantage in relation to the award of the Contract and either:
    - (i) the advantage cannot be avoided; or
    - (ii) the Supplier will not take steps that the Trust considers necessary in order to not put it at an unfair advantage.
- 1.28 The Trust strongly encourages Suppliers to contact the Trust as soon as possible using the Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.

### **Intellectual property**

- 1.29 Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by the Trust and/or its advisers in this Procurement, in whatever format, belong to the Trust, its advisers or the relevant owner/licensor. Suppliers shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of the Trust. All documentation supplied by the Trust in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.

### **Anti-competitive behaviour**

- 1.30 Suppliers are reminded of their obligations under applicable competition laws. The Trust may require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
- 1.31 Any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. The Trust also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.

- 1.32 Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

### **Contract**

- 1.33 A tender submission is an offer to enter into a contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by the Trust. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.
- 1.34 The Trust shall not be committed to any course of action as a result of (without limitation):
- (a) issuing this (or any) ITT;
  - (b) communicating with a Supplier or a Supplier's representatives in respect of this Procurement; or
  - (c) any other communication between the Trust (whether directly or by its agents or representatives) and any other party.

### **Tender validity**

- 1.35 The Supplier's Tender response must remain valid for acceptance for a period of 90 days from the date of its submission or until any procurement challenge/s have been resolved.

### **Supplier withdrawal**

- 1.36 Suppliers may withdraw from the Procurement at any time by providing written notification to the Trust via the Portal.

### **Supplier eligibility**

- 1.37 Suppliers are reminded that the eligibility requirements in this document, Tender Notice and all other associated tender documents apply to the Procurement at all times.
- 1.38 The Trust reserves the right to require any Supplier to provide such further information as the Trust may require (and for the avoidance of doubt, the Trust may make multiple requests) as to any issue addressed in the ITTs, including, but not limited to, the economic and financial standing of the Supplier at any stage of the Procurement and prior to the notification of the award decision and/or the award of the contract.
- 1.39 Throughout the Procurement process and until the point where any Contract is signed, Suppliers must disclose if there has been:
- (a) any change of circumstance where a change in the structure, control, composition or membership of a Supplier or an organisation that a Supplier has relied upon to meet the Conditions of Participation takes place; or
  - (b) any change in the information that the Supplier has provided in its response to this Procurement (including but not limited to arrangements in relation to any Associated Suppliers).
- 1.40 The Trust must be informed of the change through the Portal by the Supplier immediately after it occurs and the Trust reserves the right to re-evaluate the relevant Conditions of Participation response and exclude the Supplier where the Conditions of Participation are no longer met at any point prior to signing of a Contract.
- 1.41 The duty to disclose set out above extends to any company in the same group as the Supplier (including but not limited to parent, subsidiary and sister companies, and

companies with common shareholders whether direct or indirect and parties with whom the Supplier is associated in respect of this Tender) where that company has been relied upon in respect of any aspect of the Conditions of Participation.

- 1.42 Where any change, misconduct or complaint is disclosed or should have been disclosed that may impact the Supplier's Tender, the Trust reserves the right to take such action as it deems appropriate in the light of its assessment of the updated information, including (but not limited to) excluding the Supplier concerned from the Procurement. The Trust may seek additional information from the Supplier or other competent authorities where the Trust deems it necessary to make a decision on eligibility and compliance with this ITT.

#### **Accuracy of information**

- 1.43 This ITT (including all its appendices, attachments and schedules) has been prepared on behalf of the Trust for the sole purpose of enabling Suppliers to submit Tenders. No guarantee can be given however, and no representation is made, as to the accuracy of information contained within it and it is each Supplier's responsibility to obtain for itself at its own expense all information which it deems necessary or desirable for the preparation of its Tender. Neither the Trust nor any of its professional advisers accepts any liability, which might result from any inaccuracy of or omission from any such information.

#### **Supplier warranties**

- 1.44 In responding to this invitation, the Supplier warrants, represents and undertakes to the Trust that:
- (a) it understands and has complied with the conditions set out in this document;
  - (b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Trust by the Supplier, its staff or agents in connection with or arising out of the Procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the response to this document;
  - (c) it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and has not submitted its response in reliance on any information, representation or assumption which may have been made by or on behalf of the Trust (with the exception of any information which is expressly warranted by the Trust); and
  - (d) it has full power and authority to respond to this document and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to the Trust.
- 1.45 Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:
- (a) the Trust may exclude the Supplier from participating in this Procurement;
  - (b) the Supplier may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Act;
  - (c) the Trust may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Supplier for damages; and
  - (d) if fraud or fraudulent intent can be proved, the Supplier may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) – if there is a conviction, then the Supplier may be excluded from bidding for

contracts under Schedule 6, Paragraph 15 of the Act and may be added to the debarment list.

**Third parties**

- 1.46 Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

**Applicable law**

- 1.47 The law of England is applicable to this Procurement.
- 1.48 Suppliers must agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.

## APPENDIX B – SERVICE SPECIFICATION (INC. ANNEX 1)

### 1. RESEARCH BACKGROUND, AIMS AND OBJECTIVES

- 1.1. The Armed Forces Families Fund: Early Years Programme (known as EYF due to its former name, the Early Years Fund) is delivered by the Armed Forces Covenant Fund Trust (“the Trust”) on behalf of the Ministry of Defence (MOD). It forms part of the MOD’s Armed Forces Families Fund (AF3), which was established following the January 2022 launch of the UK Armed Forces Families Strategy. The Trust administers the AF3 on behalf of the MOD and is the delivery partner for the EYF.
- 1.2. The EYF began accepting applications in 2022 for projects designed to support children aged 0–5 from currently serving armed forces families. The programme includes children of those on fulltime Reserve Service. It aims to improve access to high-quality early years education and childcare for forces families.
- 1.3. The programme supports the MOD in meeting the objectives of the UK Armed Forces Families Strategy by aiding service children along their educational journey and helping them achieve their full potential. Projects are funded as stand-alone interventions lasting up to two years, intended to deliver lasting, sustainable change.
- 1.4. The first round of the EYF (2022/23) had a thematic approach and received 72 applications and awarded 18 grants in February 2023, totalling £903,546. These projects are either closed or in grant management.
- 1.5. In contrast to the broader thematic approach of 2022/23, the 2023/24 programme adopted an explicitly outcomes-based framework, requiring applicants to demonstrate their project’s contribution to one of four predefined outcomes (increasing capacity, enhancing learning environments, providing staff development, or establishing cluster based shared resources)
- 1.6. The Trust received 17 applications in Round 1 and 47 applications in Round 2 during the second year of delivery (2023/24). A total of 31 grants were awarded funding across both rounds -10 awards totalling £354,898 in November 2023, and a further 21 awards totalling £870,039 in February 2024. These projects are either closed or in grant management.
- 1.7. In the third year of delivery (2024/25), the programme retained the four core outcomes introduced in 2023/24 and also included the option for cluster-led delivery to encourage collaborative working across early years settings.
- 1.8. In 2024/25, the Trust received 30 applications in Round 1 and 37 applications in Round 2. A total of 22 grants were awarded funding - 12 awards totalling £388,820 in September 2024, and a further 10 awards totalling £308,389 in March 2025. These projects are either closed or in grant management.
- 1.9. In 2025/26, the programme retained the core outcome framework but placed greater emphasis on sustainability and community co-design, requiring evidence that projects were shaped by the needs of armed forces families, delivering lasting, high-quality provision.
- 1.10. For 2025/26, EYF Round 1 closed on 4 June 2025; funding decisions for Round 1 applications were announced at the end of August 2025, with 11 grants being awarded totalling £364,787. Applications for Round 2 are being accepted until 8 October 2025.
- 1.11. It is expected that the EYF evaluation project will primarily be an impact assessment but also include elements of appropriate and sufficient economic evaluation where relevant

and appropriate. Bidders should consider these two types of evaluation in their proposals and project plan.

1.12. The overall evaluation should include:

- 1.12.1. An impact evaluation assessing the extent to which the EYF has achieved its primary objective: to meet the early years development and educational needs of children aged 0–5 from currently serving armed forces families, and to support them in accessing high-quality early years provision. The evaluation should consider how the programme aligns with and contributes to the objectives of the Ministry of Defence’s UK Armed Forces Families Strategy Action Plan.
- 1.12.2. An economic evaluation assessing the value for money of the EYF in improving early years outcomes for service children, with a view to informing whether the programme should continue in its current form or be revised.

## 2. SERVICE REQUIREMENTS

- 2.1. As detailed in this Specification and supplemented by its Tender Response, the Contractor shall carry out an in-depth impact evaluation of the Armed Forces Families Fund: Early Years Programme (EYF)
- 2.2. The Contractor shall deploy appropriate and robust methodologies to address the following questions and areas of analysis, as a minimum, as part of the evaluation research project.
  - a) To what extent has the EYF contributed to the Armed Forces Families Strategy (AFFS) goal of improving early childhood outcomes for service children aged 0–5, including reducing disadvantage, increasing access to high-quality early education, and supporting measurable developmental and learning progress?
  - b) To what extent has the EYF improved access to high-quality early years provision for service families, through increased local capacity, enhanced availability near where families live or serve, and improved visibility and relevance of support; and, to what extent are families aware that this provision is MOD-funded?
  - c) How has the EYF funding helped settings to support the additional needs of service children, particularly those with SEND/SEN/ASN needs, and has the funding helped to address potential barriers through improved parent-setting relationships, identification and transition support, and adaptive responses to emerging or unmet needs”?
  - d) How has the cluster-led and collaborative delivery model influenced the ability of early years settings, particularly those with small cohorts, to identify and meet the needs of service children, and what evidence exists of benefits, challenges, or potential for scaling and replicating effective approaches across the sector?
  - e) How has EYF funding contributed to the professional development of early years staff, particularly in building confidence, skills, and understanding of military life and the unique needs of service children, including those with additional needs or experiencing transitions?
  - f) What best practice models, partnerships, or processes have emerged through EYF-funded delivery, and how are these being captured, shared, and sustained beyond the life of the grant, including the key factors that have enabled or constrained long-term impact?

- g) In what ways has the EYF encouraged innovation in meeting the needs of armed forces families, and how are monitoring and evaluation practices across funded settings supporting continuous learning and improvement?

2.3. The evaluation research will run in parallel with the EYF delivery, covering projects previously awarded in both the July and October 2023 rounds, those funded from the May 2024 round, as well as the 2025/26 cycle. In total, the evaluation will cover six rounds of the EYF from 2022/23 to 2025/26.

- a) Details of all current and future grants and projects funded through the EYF will be provided to the successful bidder.
- b) Proposals should be a maximum of 10 pages, excluding reasonable appendices, using Arial 11pt.

[Note to Bidders: The Trust does not wish to constrain Bidders in terms of the design and methods for this research and is open to proposals that meet the aims of the Contract and that will address the areas and questions set out above.]

#### 2.4. Reporting

- a) The Contractor shall produce progress reports (i.e. at six-monthly intervals) as agreed with the Trust (e.g., Q2 and Q4 in 2026), and a final report detailing the findings from the evaluation research on the date(s) set out below. The content and format of these reports will be agreed with the Trust but, as a minimum, they shall include quantitative and qualitative analysis, details of the methodology and detailed responses to the questions and considerations above as appropriate, depending on when the research and reporting take place. Other methods of disseminating the findings of the research, such as presentations and webinars, will be agreed with the Trust as appropriate.
- b) The Contractor shall produce a draft of the final report for the Trust to review and approve and make such amendments to the draft as requested by the Trust before finalising the report. The final report will be made available by the Trust on its website and must therefore be written and produced in a manner suitable for a wide audience. Printed hardcopies of reports will not be required.

#### 2.5. Additional deliverables

- a) The Contractor shall make available to the Trust upon request the primary data used in the monitoring, measuring and analysis of the EYF and associated reporting.

#### 2.6. Progress meetings

- a) The Contractor shall attend progress meetings at least once a month with the Trust (via MS Teams). The following topics are likely to be discussed:
- The progress of the evaluation project (the Service);
  - Key issues and challenges that have arisen; and
  - Key findings. NB interim and periodic findings are important as the Trust and the MOD would want to implement any learning on an ongoing basis throughout the duration of the EYF and associated funded projects where possible.
- b) The Contractor shall circulate an agenda for the Trust to review and add to 5 working days prior to each progress meeting and circulate action focused minutes to the Trust by email within 2 working days following each meeting.



2.7. Timeline

- a) The Contractor shall deliver the Service in accordance with the estimated timescales set out below:

Task/deliverable	Date
Inception meeting	w/c 1 December 2025
Progress reports (to be agreed)	TBC
Interim evaluation report	<b>Draft:</b> October 2026 <b>Final:</b> November 2026
Final evaluation report	<b>Draft:</b> October 2027 <b>Final:</b> November 2027
Progress meetings	Every month on dates to be agreed
Other deliverables and tasks as may be agreed by the Trust and the Contractor	TBC

[Note to Bidders: The Trust may add reasonable deliverables to this timetable based on the proposals set out in the successful Bidder's Tender Response.]

3. CONTRACTOR'S TEAM

- 3.1. The Contractor shall ensure the team it appoints to deliver the Services has the appropriate skills and experience to undertake the Services and meet the Contractor's obligations under the Contract.
- 3.2. The Contractor and its delivery team shall, as a minimum, have experience delivering research and evaluation projects relating to education. Experience and knowledge of issues around the armed forces community would be desirable.
- 3.3. The Contractor shall always maintain excellent communications with the Trust, ensuring that it is well informed, aware of issues and central to decision making in relation to progress. The Contractor shall identify a named contact acting as Contract Manager. The designated person will carry prime responsibility for the Contract. The Contract Manager will liaise with and take instruction from the Trust's Contract Manager.

ANNEX 1

CHARGES SUMMARY TABLE

In this table Bidders must set out their total Charges for meeting all of the Trust's requirements of the Contract. Bidders may insert additional rows and columns if required.

A Bidder's Charges must align with and cover all of the services to be provided as set out in the Services Specification and in its Tender Response.

	Days	[Personnel]	[Personnel]	Total Charges (excl. VAT)
		£[day rate]	£[day rate]	

<b>Inception Phase</b>				
Inception Meeting	0.5			
<b>Undertaking the evaluation</b>				
<i>[Bidders to provide a breakdown of the services to be provided]</i>				
<b>Reporting</b>				
Progress meetings				
Evaluation Report				
<i>[Bidders should insert additional rows if additional services are proposed in their Tender Responses]</i>				
<b>TOTAL CHARGES</b>				

## APPENDIX C – PROCUREMENT SPECIFIC QUESTIONNAIRE

### PSQ Explainer

1.1 The PSQ consists of three parts:

- (a) **Part 1 - confirmation of core supplier information:** suppliers participating in procurements will now be expected to register on a central digital platform (CDP). Suppliers can submit their core supplier information and, where a procurement opportunity arises, share this information with the contracting authority via the CDP. It is free to use and will mean suppliers should no longer have to re-enter this information for each public procurement but simply ensure it is up to date and subsequently shared. The CDP is available at <https://www.gov.uk/find-tender>. Part 1 provides confirmation that suppliers have taken these steps.
- (b) **Part 2 - additional exclusions information:** procurement legislation provides for an 'exclusion regime' and a published 'debarment' list to safeguard procurement from suppliers who may pose a risk (for example, due to misconduct or poor performance). Suppliers must submit their own (and their connected persons<sup>1</sup>) exclusions information via the CDP. This includes self-declarations as to whether any exclusion grounds apply to them and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.

As part of a procurement, a supplier will need to also share additional exclusions information for any suppliers that they are relying on to meet the procurement's conditions of participation. These could either be consortium members or key sub-contractors (but excludes any guarantors). These suppliers are 'associated persons' and their exclusions information must be shared with the contracting authority. We recommend this is done by ensuring that associated persons register, submit and share their information via the CDP (like the prime/main supplier).

In addition to the sub-contractors who are being relied on to meet the conditions of participation (who are associated persons), suppliers will need to share an exhaustive list of all their intended sub-contractors, which will be checked against the debarment list.

If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.

- (c) **Part 3 - conditions of participation:** contracting authorities may set conditions of participation which a supplier must satisfy in order to be awarded a public contract. They can relate to the supplier's legal and financial capacity or their technical ability.

1.2 Some of the information requested in the PSQ will be for information purposes only. Other information will be assessed by the contracting authority. This might include a pass or fail mechanism, or a threshold which the supplier must meet.

1.3 Suppliers should note that contracting authorities have legislative duties to publish certain information which relate to the supplier in their contract award notices. This information includes, but is not limited to:

---

<sup>1</sup> Connected persons are persons who exercise (or have a right to exercise) significant influence or control over the supplier and those over which the supplier exercises (or has the right to exercise) significant influence or control. This includes majority shareholders, directors and shadow directors, parent and subsidiary companies and predecessor companies. The majority of the exclusion grounds state that they apply to the supplier or a connected person of the supplier.

- details of the winning supplier's associated persons
- details of the winning supplier's connected person information
- for certain procurements over £5 million, details of unsuccessful bidders

1.4 Where a supplier is unsure or requires any clarification, they should check with the contracting authority.

## No. Question

### Preliminary questions

1. What is your name? (supplier name)

-----  
**[Insert name]**

2. *You must be registered on the central digital platform (CDP).*

What is your central digital platform unique identifier?

-----  
**[Insert unique identifier]**

3. Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium.

If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide:

- the name of the group/consortium
- the proposed structure of the group/consortium, including the legal structure where applicable
- the name of the lead member in the group/consortium
- your role in the group/consortium (e.g. lead member, consortium member, sub-contractor)

-----  
**[Insert information]**

4. **[Where applicable]** Please confirm which lot(s) you wish to bid for?

-----  
**[Insert details]**

5. Are you on the debarment list?

-----  
**[Insert Yes or No]**

**[If yes, insert details]**

### Part 1 – confirmation of core supplier information

6. You must submit up-to-date core supplier information on the CDP and share this information with us via the CDP (either a share code or PDF download).

This includes:

- basic information
- economic and financial standing information
- connected person information (these are persons with the right to exercise, or who actually exercise, significant influence or control over the supplier, or over whom the supplier has the right to exercise, or actually exercises, significant influence or control over, for example: directors, majority shareholders and parent and subsidiary companies)
- exclusion grounds information

Please confirm you have shared this information with us.

-----  
**[Insert reference / file name]**

## Part 2 – additional exclusions information

### Part 2A – associated persons

7. Are you relying on any associated persons to satisfy the conditions of participation? (these are other suppliers who might be sub-contractors or consortium members but not a guarantor).

[The conditions of participation are outlined in Part 3]

If so, please complete **Q8, Q9 & Q10** (otherwise **Q8, Q9 & Q10** are not applicable).

[Insert Yes or No]

8. For each supplier/associated person, please confirm which condition(s) of participation you are relying on them to satisfy.

[Insert name of supplier and brief description]

[Insert name of supplier and brief description]

9. For each associated person, you must confirm they are registered on the CDP and have shared with us their information (either a share code or PDF download):

- a. basic information
- b. economic and financial standing information  
(if they are being relied upon to meet conditions of participation regarding financial capacity)
- c. connected person information
- d. exclusion grounds information

[Insert name of supplier and reference / file name]

10. Are any of your associated persons on the debarment list?

[Insert Yes or No]

[If yes, insert details]

### Part 2B – list of all intended sub-contractors

11. Please provide:

- a. a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain)
- b. their unique identifier (if they are registered on the CDP), or otherwise, a Companies House number charity number, VAT registration number, or equivalent
- c. a brief description of their intended role in the performance of the contract

If you are not intending to sub-contract the performance of all or part of the contract, then this **question and Q12** are not applicable.

If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.

[Insert name of supplier – unique identifier – brief description]

[Insert name of supplier – unique identifier – brief description]

---

12. Please confirm if any intended sub-contractor is on the debarment list.

The debarment list can be found here [insert link]

-----  
**[Insert Yes or No]**

**[If yes, insert sub-contractor(s) name and provide details]**

### **Part 3 – questions relating to conditions of participation**

#### **Part 3A – standard questions**

##### Financial capacity

13. Has your organisation, its directors, or parent company been subject to insolvency, liquidation, bankruptcy, administration, or similar proceedings in the past 5 years?

-----  
**[Insert Yes or No]**

---

14. Are you relying on another supplier to act as a guarantor?

If so, please provide their name and evidence of their economic and financial standing.

-----  
**[Insert Yes or No]**

**[If yes, insert reference / file name]**

---

15. Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:

- a. Employer's (Compulsory) Liability Insurance\* = £5 million
- b. Public Liability Insurance = £1 million
- c. Professional Indemnity Insurance = £1 million

\*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: [www.hse.gov.uk/pubns/hse39.pdf](http://www.hse.gov.uk/pubns/hse39.pdf).

-----  
**[Insert Yes or No]**

**[Insert details of your insurances already in place]**

**[Insert details of your insurances which would be obtained following contract award but prior to entry into the contract (including information on how you will obtain this insurance – e.g. a quote)]**

##### Legal capacity

16. **[Legal Capacity Conditions of Participation – added by contracting authorities if necessary]**

xxxx

-----  
**[xxxx]**

---

- 
17. Please confirm that you have in place, or that you will have in place by the award of the contract, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects.

Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with UK data protection law and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:

- to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services
- to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data
- to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable
- to ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place)
- to maintain records of personal data processing activities
- to regularly test, assess and evaluate the effectiveness of the above measures

---

**[Insert Yes or No]**

**[Insert information]**

#### Technical ability

18. **Relevant experience and contract examples**

Please provide details of up to three contracts to meet conditions of participation relating to technical ability set out in the relevant notice or procurement documents, in any combination from either the public or private sectors (which may include samples of grant-funded work).

Where this procurement is for goods or services, the examples must be from the past three years.

The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.

For consortium bids, or where you have indicated that you are relying on an associated person to meet the technical ability, you should provide relevant examples of where the associated person has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a special purpose vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the special purpose vehicle or sub-contractors (three examples are not required from each member).

If you cannot provide at least one example of previous contracts, please provide an explanation for this and how you meet the conditions of participation relating to technical ability.

---

[Insert information below]

	Contract 1	Contract 2	Contract 3
Name of customer organisation who signed the contract			
Name of supplier who signed the contract			
Point of contact in the customer's organisation			
Position in the customer's organisation			
Email address			
Description of contract			
Contract start date			
Contract completion date			
Estimated contract value			

[If you cannot provide at least one example of previous contracts that are relevant to the requirement, in no more than 500 words please provide an explanation for this and how you meet the conditions of participation relating to technical ability – e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.]

19. **Experience of sub-contractor management**

Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) (which may be the intended sub-contractor(s) for this procurement or any others used previously). The description should include the procedures you use to ensure performance of the contract.

[Insert information]

20. **Organisational standards**

Where conditions of participation have specified organisational qualifications or standards, please provide details of how these are met, or other equivalent standards that equal or exceed what has been requested.

[Insert information]

21. **Health and safety**

Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the contract (including risks from the use of contractors, where relevant).



-----  
**[Insert information]**

**Part 3B – requirements for central government departments, their executive agencies and non-departmental public bodies**

**[to be added]**

**Confirmations**

22. I confirm that:
- to the best of my knowledge the answers submitted and information contained in this document are complete, accurate and not misleading
  - upon request and without delay I will provide any additional information requested of us
  - I understand that the response to this questionnaire will be used to assess whether our organisation is entitled to participate in, or continue to participate in, this procurement
  - I understand that our organisation may be excluded from the procurement if requested information has not been provided, if any of this response or any follow up responses are incomplete, inaccurate or misleading, if confidential information has been accessed or if we have unduly influenced your decision-making in this procurement

-----  
**[Insert Yes or No]**

**Signed**

**Date**

**Name**

**Role**

**Phone number**

**Email**

**Postal address**

## APPENDIX D – GLOSSARY

Defined term	Definition
Act	means the Procurement Act 2023.
Associated Person	means a person the Supplier is relying on in order to satisfy the Conditions of Participation (other than a guarantor).
Associated Suppliers	means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) the Trust is satisfied that the Suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act).
Award Stage	means Step 3 of the evaluation process described in Section 5 (The Procurement Process) of this ITT
Central Digital Platform	means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692).
Compliance Review	means the initial compliance review undertaken in advance of the evaluation described in Section 10 (The assessment process and award criteria) of this ITT
Conditions of Participation	means the conditions of participation set out in Section 10 (The assessment process and award criteria) of this ITT
Connected person	means: <ul style="list-style-type: none"> <li>a. a person with 'significant control' over the supplier (within the meaning given by section 790C(2) of the Companies Act 2006 (CA 2006))</li> <li>b. a director or shadow director of the supplier</li> <li>c. a parent undertaking or a subsidiary undertaking of the supplier</li> <li>d. a predecessor company</li> <li>e. any other person who it can reasonably be considered stands in an equivalent position in relation to the supplier as a person within paragraph a to d.</li> <li>f. any person with the right to exercise, or who actually exercises, significant influence or control over the supplier</li> <li>g. any person over which the supplier has the right to exercise, or actually exercises, significant influence or control</li> </ul>
Contract	means the contract to be entered into by the Trust with the successful Supplier.
Core supplier information	as defined in regulation 6(9) of the Procurement Regulations

Defined term	Definition
	2024.
Excluded supplier	means a Supplier where the Trust considers, firstly, that a <b>mandatory exclusion</b> ground applies to the supplier or an associated person and, secondly, that the circumstances giving rise to the exclusion ground are continuing or likely to occur again. A supplier will also be an excluded supplier where a Minister of the Crown has already determined this – i.e. where the supplier or an associated person is on the debarment list because of a mandatory exclusion ground.
Excludable supplier	means a Supplier where the Trust considers, firstly, that a <b>discretionary exclusion</b> ground applies to the supplier or an associated person and, secondly, that the circumstances giving rise to the exclusion ground are continuing or likely to occur again. A supplier will also be an excludable supplier where a Minister of the Crown has already determined this – i.e. where the supplier or an associated person is on the debarment list because of a discretionary exclusion ground.
Intended sub-contractor	means any sub-contractor(s) that a Supplier intends to use as part of the procurement (i.e. to sub-contract the performance of all or part of the Contract to).
Invitation to Tender or ITT	means this document, including its associated appendices, as may be updated throughout the Procurement
Key Performance Indicators or KPIs	means the key performance indicators (KPIs) set out in the Services Specification.
Open Procedure	means an open procedure as defined in section 20 of the Act.
Participation Stage	means step 2 of the evaluation process described in Section 5 (The Procurement Process) of this ITT
Procurement	means this Open Procedure procurement process.
Procurement Specific Questionnaire or PSQ	means the procurement specific questionnaire included in Appendix C of this ITT.
Procurement Timetable	means the timetable for this Procurement as set out in Section 6 (Procurement timetable) of this ITT.
Service Credits	means the service credits set out in the Service Specification.
Service Levels	means the service levels set out in the Service Specification.
Supplier or Suppliers	means a supplier or suppliers (as the case may be) participating in the Procurement
Tender Notice	means the tender notice with reference 2025/S 000-057984 published on 19 September 2025 on the Central Digital Platform
Tender Return Deadline	means the deadline(s) specified as such in the Procurement Timetable

Defined term	Definition
The Trust	means the Armed Forces Covenant Fund Trustee Limited acting as trustee of the Armed Forces Covenant Fund
Unique identifier	as defined in regulation 8 of the Procurement Regulations 2024. In the case of a Supplier, it is the unique code which is submitted to the central digital platform and is recognised by that platform or, where no such code is submitted and recognised, it is the unique code which is allocated by that platform when the Supplier registers on that platform.

## APPENDIX E – FORM OF TENDER

Dear Sir or Madam

### Form of tender

I/We, the undersigned, tender and offer to provide the Contract as listed below, which is more particularly referred to in the ITT supplied to me/us for the purpose of tendering for the provision of the Contract and on the terms of the draft Contract.

Included within this document are the following:

### Checklist for Suppliers

List all documents to be submitted.

Document number	Document name	Included (Y/N)

**Note:** If Suppliers do not provide all of the items in the checklist, this may result in the response being treated as non-compliant and therefore rejected.

I/We confirm that I/we can supply the contract as specified in our response to the ITT and in accordance with the financial model response submitted.

I/We confirm that we accept the terms of the draft Contract as issued with the ITT.

I/We confirm that prices submitted as part the Tender response are tendered without any caveats or qualifications.

I/We understand that the Trust reserves the right to accept or refuse the Tender response in accordance with the Procurement Act 2023 and/or the ITT.

I/We confirm that all information supplied to the Trust and forming part of the Tender response is true and accurate.

I/We confirm that the Supplier, together with all Associated Suppliers:

- are registered on the Central Digital Platform
- have ensured their information contained on the Central Digital Platform is true and accurate

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify the Trust immediately and update such information should this be required.

I/We confirm that the Tender response will remain valid for 90 days from the date of this form of tender or until any procurement challenge/s have been resolved.

I/We confirm that I/we are authorised to commit the Supplier to the contractual obligations contained in the ITT and the draft Contract.

I/We confirm that the Supplier, together with all Associated Suppliers have developed the Tender response in full compliance with the ITT, including but not limited to, the requirements in Appendix A of the ITT.

I/We understand that non-compliance with the requirements of the ITT or with any other instructions given by the Trust may lead to me/us being excluded by the Trust from (further) participation in the Procurement.

I/We agree that the Trust may disclose the Supplier's information/documentation (submitted to the Trust during this Procurement) more widely within government for the purpose of ensuring effective cross-government procurement processes, including value for money and related purposes.

**Signature**

**Name (print)**

**Position**

**Supplier name**

**Date**

**APPENDIX F – COMMERICALLY SENSITIVE INFORMATION**

This appendix should be read in conjunction with the relevant paragraphs relating to freedom of information (FOIA) and environmental information (EIR) in the Procurement terms and conditions.

I declare that I wish the following information to be designated as commercially sensitive:

The reason(s) it is considered that this information should be exempt under FOIA and EIR is:

The period of time for which it is considered this information should be exempt is:

Supplier to amend as appropriate e.g. [until award of contract OR during the period of the contract OR for a period of [number] years until [month], [year]].

<b>Signature</b>	<div style="border: 1px solid black; height: 30px;"></div>
<b>Name (print)</b>	<div style="border: 1px solid black; height: 20px;"></div>
<b>Position</b>	<div style="border: 1px solid black; height: 20px;"></div>
<b>Supplier name</b>	<div style="border: 1px solid black; height: 20px;"></div>
<b>Date</b>	<div style="border: 1px solid black; height: 20px; width: 60%;"></div>