

Instructions for Competitive Dialogue (ICD) – Evaluation Methodology

DoF LPS Land Registration Delivery Partner Project

CFT Ref: 3830533

Date: 22 August 2022



Land &
Property
Services
Seirbhísí
Talún agus
Maoine



Department of
Finance
An Roinn
Airgeadais



Instructions for Competitive Dialogue (ICD) – Evaluation Methodology

Project Title: DOF LPS LAND REGISTRATION DELIVERY PARTNER PROJECT

Resource ID: 3830533

The Instructions for Competitive Dialogue (ICD) – Evaluation Methodology should be read in conjunction with the General Instructions and the Tender Competition Rules which can be found at:

<https://www.finance-ni.gov.uk/publications/selling-government>.

TABLE OF CONTENTS

1.0 INTRODUCTION	5
1.1 SUMMARY	5
1.2 AUTHORITY'S SUBMISSION REQUIREMENTS	5
1.3 BASE AND VARIANT BIDS	5
2.0 INITIAL LEGAL SUBMISSION	6
2.1 OVERVIEW	6
2.2 IPR LICENSING QUESTIONNAIRE	6
2.3 MARKED UP PROJECT AGREEMENT	6
2.4 AREAS OF NON-COMPLIANCE SUBMISSION	8
2.5 LEGAL COMMENTARY TABLE	9
3.0 DETAILED SOLUTIONS (DS)	10
3.1 TECHNICAL SUBMISSION	10
3.2 TECHNICAL EXECUTIVE SUMMARY	10
3.3 RESPONSE TO TECHNICAL QUESTIONS	10
3.4 DS QUESTIONS AND REQUIREMENTS FOR BIDDER'S DS SUBMISSION	12
3.5 DS LEGAL	14
3.6 DS FINANCIAL & COMMERCIAL	16
3.7 FINANCIAL MODEL AND FINANCIAL MODEL OUTPUT TEMPLATE	16
3.8 SUBMISSION OF FINANCIAL INFORMATION	17
4.0 EVALUATION OVERVIEW	18
4.1 EVALUATION PROCESS	18
4.2 STAGE 1: COMPLETENESS AND COMPLIANCE CHECKS	19
4.3 STAGE 2: DETAILED REVIEW AND EVALUATION	20
4.4 STAGE 3: RANKING	20
5.0 EVALUATION OF TECHNICAL PROPOSALS (TECHNICAL SUBMISSION, INCLUDING SOCIAL VALUE)	23
5.1 INTRODUCTION	23
5.2 EVALUATION OF RESPONSES TO TECHNICAL QUESTIONS	23
5.3 TECHNICAL SCORING MATRIX	24
6.0 EVALUATION OF TECHNICAL PROPOSALS (LEGAL SUBMISSION)	26
6.1 EVALUATION OF LEGAL SUBMISSIONS AT DETAILED SOLUTIONS AND FINAL TENDER	26
7.0 EVALUATION OF FINANCIAL / COMMERCIAL SUBMISSIONS	29
7.1 EVALUATION OF FINANCIAL / COMMERCIAL SUBMISSIONS AT DETAILED SOLUTIONS AND FINAL TENDER	29
7.2 FINANCIAL / COMMERCIAL EVALUATION CRITERIA	29
7.3 NET PRESENT VALUE (NPV) OF THE TOTAL COST OF THE SERVICES	29
7.4 CALCULATION OF NPV	30
7.5 SCORING MECHANISM	30
7.6 ABNORMALLY LOW TENDER	31
7.7 IMPACT OF SENSITIVITY TESTING	31
7.8 PRICING FOR SUPPLIER PERSONNEL RATE CARD	32
7.9 FINANCIAL MODEL ROBUSTNESS AND TRANSPARENCY (PASS / FAIL)	32
7.10 OVERALL FINANCIAL / COMMERCIAL WEIGHTED SCORE	33
APPENDIX A – TECHNICAL QUESTIONS	34

APPENDIX B – DOCUMENTS EXPECTED AS PART OF INITIAL LEGAL SUBMISSION AND LEGAL SUBMISSION AT DS STAGE	35
APPENDIX C – LEGAL EVALUATION TEMPLATE.....	36
APPENDIX D – CHECKLIST OF SECTIONS OF DRAFT PROJECT AGREEMENT THAT CAN BE MARKED UP AS PART OF INITIAL LEGAL SUBMISSION AND LEGAL SUBMISSION AT DS STAGE.....	39
APPENDIX E – AC13 SOCIAL VALUE (AWARD CRITERION)	48

1.0 INTRODUCTION

1.1 Summary

- 1.1.1 This Evaluation Methodology document is the second part of Volume 1 the Instructions for Competitive Dialogue (ICD) issued to Bidders and sets out, inter alia, the required format of tender responses and the Authority's evaluation methodology and award criteria that will be used to evaluate Bidders' submissions at different stages of the Competition.
- 1.1.2 In order to inform the Legal dialogue as part of the Detailed Solution (DS) Stage, Bidders are asked to submit an Initial Legal Submission. This Initial Legal Submission should be submitted via the eTendersNI messaging portal no later than **3pm on 23 September 2023**.
- 1.1.3 The DS Stage will focus on Bidder's technical, Social Value, legal and commercial submission. The Authority's requirements, in the form of questions at DS are set out in this document. Bidders should note that although the Authority expects its requirements at DS to be the same for their submissions at Final Tender stage, the Authority reserves the right to amend or update these questions during the course of the Competition. Any changes to the Authority's submission requirements at the Final Tender stage will be issued to Bidders.
- 1.1.4 Subject to Bidders' compliance with the terms of the Competition, it is not currently intended by the Authority to exclude or further deselect any Bidder at the DS stage i.e. it is currently intended that the three short-listed Bidders will be invited to submit a Final Tender.
- 1.1.5 Please note that the Authority reserves the right to exclude any Bidder, at the Authority's discretion, at any stage of this Competition if a Bidder fails to address, to the Authority's satisfaction, any feedback given by the Authority during Competitive Dialogue following the evaluation of the submissions at DS and/or Final Tender stages, in respect of the Authority's technical, commercial and/or legal requirements.
- 1.1.6 This document should be read in conjunction with Volume 1 (ICD) (Part 1), Volume 2 (Schedule 2.1 (Services Description)), Volume 3 (Project Agreement and Schedules) and Volume 4 (Financial & Commercial Instructions).

1.2 Authority's Submission Requirements

- 1.2.1 Bidders must submit their Initial Legal Submission, Detailed Solution (DS) and Final Tender submissions in accordance with the submission requirements set out in this document and the ICD (and any subsequent clarifications issued by the Authority during dialogue). Bidders must also comply with all instructions on the eTendersNI portal.
- 1.2.2 Any failure by a Bidder to deliver all or part of the Initial Legal Submission, DS and Final Tender submissions in the format requested may lead to those submissions being deemed to be non-compliant by the Authority (at the Authority's sole discretion).

Note: Bidders will only be permitted to upload one file against each specific criterion (where an uploaded response is required). Should a Bidder wish to upload multiple documents against a particular criterion then you may need to combine the documents (e.g within a zip file).

1.3 Base and Variant Bids

- 1.3.1 No variant bids will be accepted.

2.0 INITIAL LEGAL SUBMISSION

2.1 Overview

- 2.1.1 The purpose of the Initial Legal Submission is to provide relevant information to inform the legal dialogue sessions during the DS Stage. It is expected that the points discussed during the legal dialogue at the DS Stage will focus on the content of the Initial Legal Submission. It is therefore important for Bidders to complete their Initial Legal Submission fully with all relevant information.
- 2.1.2 Initial Legal Submissions should consist of the following:
- Completed IPR Licensing Questionnaire;
 - Marked-Up Project Agreement;
 - Areas of Non-compliance Submission; and
 - Legal Commentary Table.
- 2.1.3 More detail on each of these elements is set out below.
- 2.1.4 When preparing their Initial Legal Submission (and subsequently, the DS and ISFT submissions), Bidders should ensure that they take into account the discussions that have taken place during the dialogue phase of the Competition and all relevant clarifications received.

2.2 IPR Licensing Questionnaire

- 2.2.1 With these ICD Documents a draft IPR Licensing Questionnaire has been made available to Bidders. This contains a number of questions in relation to the Bidder's proposed approach to Intellectual Property and software licensing.
- 2.2.2 Bidders should answer all questions in the IPR Licensing Questionnaire based on their proposed solution to deliver the Services within the word document and then upload the completed IPR Licensing Questionnaire, together with any supporting documentation within the messaging portal of eTendersNI.

2.3 Marked Up Project Agreement

- 2.3.1 In their Initial Legal Submission, Bidders should provide marked up versions of the draft Project Agreement (including all supporting schedules) that they are permitted to propose amendments to (see sections 2.3.5 - 2.3.8 below). These mark ups must be submitted in Microsoft word or Pdf format and should be marked up against the latest versions of the draft Project Agreement issued by the Authority.
- 2.3.2 Where Bidders do not propose to make any amendments to a particular schedule (that they are permitted to mark-up, see sections 2.3.5 - 2.3.8 below), they must still submit a copy of the schedule and clearly state on its face that no amendments are proposed.
- 2.3.3 The Authority believes that the terms of the draft Project Agreement are market reasonable, being based on a standard Government precedent, that is familiar to the market, and that as such Bidders should be able to accept its terms (and the risk share positions within it) subject only to minor changes required to reflect the specifics of their proposed solutions for the

Services. In addition, the draft Project Agreement has been updated to reflect the commercial requirements and risk allocation on which the Authority wishes to contract.

- 2.3.4 Bidders should note that the Authority will not accept substantial modifications and does not anticipate that Bidders will propose many or significant amendments to the draft Project Agreement. Bidders should also note that the Authority does not provide any commitment or guarantee that it will agree to any proposed amendments to the draft Project Agreement following receipt of comments.
- 2.3.5 In addition, and in light of the section above, Bidders are not permitted to mark-up the following sections of the draft Project Agreement:
- Clauses 1, 2, 4, 6, 8 to 12, 16, 18, 19, 20, 22, 24, 25.1 to 25.7, 26 to 30, 32, 33, 34, 37 to 47;
 - Schedule 2.1 (Services Description);
 - Schedule 8.1 (Governance), except completion of the gaps in paragraph 102 and Annex 1;
 - Schedule 8.3 (Dispute Resolution Procedure), except completion of the gaps in paragraph 4.1;
 - Schedule 8.7 (Conduct of Claims);
 - Schedule 11 (Processing Personal Data), except completion of the gap at paragraph 1.2;
 - Schedule 12 (Social Considerations); and
 - Schedule 14 (Additional Services).
- 2.3.6 For ease a checklist is included in Appendix D, listing out each of the clauses and schedules of the draft Project Agreement and flagging whether or not such clauses and schedules can be marked up by Bidders.
- 2.3.7 The Authority reserves the right at any time to make changes to the list of sections of the Project Agreement that Bidders are permitted to mark-up. This may be to further limit the sections of the Project Agreement that Bidders are permitted to mark-up or to permit Bidders to mark-up additional areas that are not included in list above. The Authority will communicate any such changes to all Bidders.
- 2.3.8 Further to section 2.3.5 above, at this stage the Authority's current intention is that while Bidders are permitted to provide mark-ups to Schedule 2.2 (Performance Levels), Schedule 3 (Authority Responsibilities), Schedule 6.2 (Testing Procedures), Schedule 7.1 (Charges and Invoicing), Schedule 7.2 (Payments on Termination), Schedule 7.3 (Benchmarking), Schedule 7.4 (Financial Distress), Schedule 7.5 (Financial Reports and Audit Rights), Schedule 7.6 (Anticipated Savings) and Schedule 13 (Collaboration Agreement), with the exception of the completion of certain specified items in those Schedules in accordance with the process set out in section 3.9 of the ICD, as part of their Initial Legal Submission and DS Submission, that any concerns / comments from Bidders on these schedules will be considered as part of the dialogue, (which may result in updated drafts of these schedules being published), and that at Final Tender stage, Bidders will not be permitted to make any changes to the final versions of these schedules. The Authority will however confirm the position to all Bidders as the Competition progresses.

- 2.3.9 Should an inability to make changes to the sections of the draft Project Agreement set out in Section 2.3.5 above, mean that a Bidder is unable to take any further part in the Competition, then they should complete the 'Areas of Non-compliance Submission' accordingly. See section 2.4 below.
- 2.3.10 Each Bidder must include all amendments it requires to those sections of the draft Project Agreement that it is permitted to mark-up. All amendments proposed by Bidders to the draft Project Agreement must:
- a) be fully consistent and compliant with any directions given by the Authority to Bidders during the Competition; and
 - b) not reflect any proposals to which the Authority objected during the dialogue phase.
- 2.3.11 Bidders must clearly identify the words that they propose to insert into and/or delete from the draft Project Agreement and schedules.
- 2.3.12 Unless otherwise specified by the Authority, Bidders are expected as part of their mark-up to complete all gaps in the draft Project Agreement including, for example, any annexes, amounts, percentages, names or any other details currently absent from the drafting. Comments such as "for discussion", "to be developed" etc will not be accepted unless legitimate reasons are given by a Bidder as to why a full mark-up cannot be provided at this stage and the Bidder commercial position is fully explained in the accompanying commentary.
- 2.3.13 Bidders may identify in their mark up any specific points for further dialogue in their Initial Legal Submission by inserting footnotes where appropriate, with cross references to the relevant section within their populated legal template (please note that such footnotes should not be included in Final Tender Submissions).
- 2.3.14 Unless otherwise instructed by the Authority, Bidders will be expected to submit the documents of the Project Agreement listed in Appendix B as part of their Initial Legal Submission.
- 2.3.15 Bidders should upload their completed marked-up Project Agreement, together with any supporting documentation within the messaging portal of eTendersNI.

2.4 Areas of Non-Compliance Submission

- 2.4.1 The Authority believes that the terms of the draft Project Agreement are reasonable, being based on a standard UK government precedent and that as such Bidders should be able to accept its terms (and the risk share positions within it) subject only to minor changes required to reflect the specifics of their proposed solutions for the Services.
- 2.4.2 As such, as highlighted at sections 2.3.5 - 2.3.8 above, the Authority is not proposing to engage in legal dialogue on all clauses of the draft Project Agreement and has identified certain sections that it will consider changes to. For all other sections of the draft Project Agreement, the Authority will expect Bidders to accept the Authority's position.
- 2.4.3 However, the Authority appreciates that there may be certain sections or clauses of the draft Project Agreement that the Authority has not permitted a Bidder to mark-up but that a Bidder may not be able to accept due to its unique circumstances and hence be unable to take any further part in the Competition.
- 2.4.4 The Authority expects that any such changes will be very limited (if any).

- 2.4.5 As such Bidders must complete the form, 'Areas of Non-compliance Submission', included with the ICD Documents to either:
- a) Confirm that there are no provisions of the draft Project Agreement, within the sections that Bidders are not permitted to mark-up, that would prevent the Bidder submitting a DS Submission or Final Tender and taking part in the Competition; or
 - b) Confirm that there are provisions of the draft Project Agreement, within the sections of the draft Project Agreement that Bidders are not permitted to mark-up, that would prevent the Bidder submitting a DS Submission or Final Tender and taking part in the Competition.
- 2.4.6 If restrictive areas of the draft Project Agreement are identified, in accordance with Section 2.4.5 above, the Bidder must clearly identify these, the Bidder's proposed amendment to the relevant clause and the rationale (including justification) for the proposed amendment. Bidders must clearly identify the words that they propose to insert into and/or delete, within the form of table included in the 'Areas of Non-compliance Submission' document. In the explanation of the rationale for the proposed amendment, sufficient explanation should be provided to allow the Authority to understand the reason why such amendment has been proposed and why the Bidder cannot accept the position set out within the draft Project Agreement.
- 2.4.7 Notwithstanding the identification and submission of certain sections of the draft Project Agreement, as areas that would prevent a Bidder from submitting a Submission of Final Tender and taking part in the Competition, there shall be no obligation on the Authority to make any changes to the draft Project Agreement. If a Bidder identifies any such areas, then the Authority may inform the Bidder that it is not prepared to accept such changes, in which case the Authority reserves the right to revert to the next highest ranked Bidder at the Selection Questionnaire Stage and invite them to take part in the Competition in place of the Bidder.
- 2.4.8 Bidders should upload their completed 'Areas of Non-compliance Submission', within the messaging portal of eTendersNI.

2.5 Legal Commentary Table

- 2.5.1 In addition to the mark-up of the draft Project Agreement to be submitted by Bidders, as part of their Initial Legal Submission, Bidders must also submit a commentary on the amendments, mapped against the legal award sub-criteria, in the tabular format set out in Appendix C of this Evaluation Methodology (in Microsoft Word format and using Arial font size 12).
- 2.5.2 Bidders should upload their completed commentary, together with any supporting documentation within the messaging portal of eTendersNI.

3.0 DETAILED SOLUTIONS (DS)

3.1 Technical Submission

- 3.1.1 When preparing their responses for the DS (and subsequently, the ISFT submissions), Bidders should ensure that they take into account the discussions that have taken place during the dialogue phase of the Competition and all relevant clarifications received. Please note that the Authority reserves the right to exclude any Bidder, at the Authority's discretion, at any stage of this Competition if a Bidder fails to address, to the Authority's satisfaction, any feedback given by the Authority during Competitive Dialogue following the evaluation of the submissions at DS and/or ISFT stages, in respect of the Authority's technical, commercial and/or legal requirements.
- 3.1.2 At the start of the DS Stage the Authority will conduct Competitive Dialogue meetings to progress the development and emergence of detailed solutions. At the end of this stage, Bidders will be asked to submit their detailed solutions as further set out below.

3.2 Technical Executive Summary

- 3.2.1 Within the Technical envelope of eTendersNI Bidders are required to upload an executive summary of their DS Submission. Please note that responses to this question are for information purposes only and shall not be scored or form part of the evaluation of the DS Submission. **No financial information should be included in the Executive Summary.**
- Please note Bidder's executive summary should be no longer than 15 sides of A4 (Arial 12pt).***

3.3 Response to Technical Questions

- 3.3.1 Within the Technical area on eTendersNI Bidders are required to upload their responses as to how they will meet the Authority's requirements as contained in Schedule 2.1 by addressing the technical questions (the questions contained in Sections 3.4 and numbered AC1-AC13) below and in accordance with Section 1.2 above. The Evaluation Methodology applicable to these questions is set out in Section 5 of this document.
- 3.3.2 In completing their response, Bidders are requested to use the terms "Supplier" and "Authority" in order to be consistent with the terminology used in the draft Project Agreement. Responses to the technical questions at the DS stage shall be read in conjunction with the Bidder's additional obligations under the draft Project Agreement. Bidders are required to bring any potential inconsistencies to the Authority's attention during dialogue.
- 3.3.3 Ultimately, Bidders responses to the Authority's technical questions, as updated and included in their Final Tender Submissions, will form Schedule 4.1 (Supplier Solution) of the Project Agreement. As mentioned above, the Supplier shall be required to provide all of the required Services as described in Volume 2 (Schedule 2.1). In the event of any conflict between Schedule 2.1 and Schedule 4.1, Schedule 2.1 shall prevail.
- 3.3.4 Bidders will note that Schedule 2.1 (Services Description) has been deliberately structured to mirror the Technical Secondary Criteria and Secondary Sub Criteria in Table 2 and Bidders technical responses submitted at the DS stage will be evaluated in accordance with the methodology set out in Section 5 of this ICD Volume 1 (Part 2). Bidders' responses to the DS

technical questions should therefore provide a detailed and comprehensive response to each requirement of how the Bidder intends to perform the Services described in ICD Volume 2 (Schedule 2.1 (Services Description)) in accordance with the overall requirements of the Project Agreement and Schedules.

- 3.3.5 Bidders should note that Schedule 4.1 (Supplier Solution) of the Project Agreement is ultimately intended to set out the Supplier's solution. It is primarily a description of how the Bidder intends to perform the Services described in Schedules 2.1 (Services Description) and Schedule 2.2 (Performance Levels). As such, it is important for Bidders' to ensure that they clearly and unambiguously detail their solution, the technical obligations and performance requirements that they are proposing to meet the Authority's requirements.
- 3.3.6 In addition, the Authority requires at DS that Bidders should include in their responses to the technical questions relevant and concise supporting narrative that provides additional clarification on the approach, methodology and interpretation of the requirement so that the Authority fully understands what the Bidder intends to provide in order to meet the specific requirement plus evidence of how they will apply their understanding of the requirements and expertise in delivering the Services to meet the Authority's requirements. The supporting narrative for the relevant sub-criteria will be used to aid the Authority's understanding of the proposed solution and will be taken into account in the scores awarded.
- 3.3.7 Bidders must not submit generic case studies or sales materials as part of the supporting narrative as these will be disregarded by the Evaluation Panel.
- 3.3.8 Bidders must ensure that their supporting narrative includes the relevant information from other schedules to address the Authority's Schedule 2.1 (Services Requirements) rather than cross referencing to other schedules to aid the Authority in the evaluation process.
- 3.3.9 When preparing their responses to the DS Questions (and subsequently, the ISFT Questions), Bidders should ensure that they take into account the discussions that have taken place during the dialogue phase of the Competition, the feedback provided following the review of any prior submissions and all relevant clarifications received.
- 3.3.10 At the DS and ISFT stages, Bidders should note that where in accordance with Section 3.5 of this ICD Volume 1 (Part 2) a Bidder submits a mark-up of the draft Project Agreement and Schedules (including but not limited to Schedule 3 (Authority Responsibilities) and Schedule 6.1 (Implementation Plan) and those mark-ups impact the Bidder's delivery of the Authority's requirements (i.e. the Bidder's Supplier Solution), then those mark-ups may, without prejudice to the legal evaluation, be taken to be part of the Bidder's solution and may be taken into account under the relevant Technical Question.
- 3.3.11 Bidders should also ensure that, at DS and ISFT stages, all elements of their solution, which are articulated within any part of their technical responses are costed within their financial model and included in their completed Financial Proformas to form part of the Bidder's Financial / Commercial Submission. Bidders should be aware that all such elements that are included by Bidders in their ISFT Submissions will ultimately be included and form legally binding obligations within the Project Agreement.
- 3.3.12 Bidders responses to the technical questions at DS should be completed in Arial 12pt. Bidders are to note no page limit applies at DS with the exception of the response to the Social Value Question See Appendix E of the ICD Evaluation Methodology document.

BIDDERS ARE TO NOTE THESE TECHNICAL QUESTIONS FOR THE DS STAGE REMAIN SUBJECT TO CLARIFICATION AND COULD CHANGE AT THE FINAL TENDER STAGE.

3.4 DS Questions and Requirements for Bidder’s DS Submission

DS Submission Format	Submission Requirements and DS Questions	
<p>Part 1</p>	<p>Bidders will note that Schedule 2.1 (Services Description) has been deliberately structured to mirror the Technical Primary and Secondary Criteria in Table 2 and Bidders technical responses submitted at the DS stage will be evaluated in accordance with the methodology set out in Section 5 of this ICD Volume 1 (Part 2).</p> <p>Bidder’s in response to each of the technical questions (AC1-AC12 – Not including the Legal questions which have separate instructions at Sections 3.5 and 6) should therefore provide a detailed and comprehensive response to each requirement, as contained in Schedule 4.1 (Supplier Solution), clearly detailing how the Bidder intends to perform the Services described in ICD Volume 2 (Schedule 2.1 (Services Description)) in accordance with the overall requirements of the Project Agreement and Schedules.</p> <p>In addition Bidders should include in their responses to the technical questions relevant and concise supporting narrative that provides additional clarification on the approach, methodology and interpretation of the requirement so that the Authority fully understands what the Bidder intends to provide in order to meet the specific requirement plus evidence of how they will apply their understanding of the requirements and expertise in delivering the Services to meet the Authority’s requirements.</p> <p>The supporting narrative for the relevant sub-criteria will be used to aid the Authority’s understanding of the proposed solution and will be taken into account in the scores awarded.</p> <p>Bidders are to construct their DS Submission by preparing responses to each of the technical questions as set out below and further detailed in Appendix A. Bidders must upload individual responses to each of the following technical questions as separate documents within the Technical Envelope of eTendersNI.</p> <p>Responses to DS Question 3.0 (Executive Summary). Please entitle this document as “BIDDER NAME Question 3.0 Executive Summary DS”. Not formally evaluated at DS.</p> <p>For the DS submissions, Bidders are to submit an individual and separate document for every response for each of the technical questions that includes supporting narrative at the end of the relevant section:</p>	
	<p>DS Questions (see Appendix A – Technical Questions) Summary Response Area</p>	
	<p>Implementation Services, Operational Services</p>	<p>AC1 - 3.1 Implementation, Deployment, Training, Exit and Partnering Arrangements</p> <p>AC2 - 3.2 Business Transformation Services</p> <p>AC3 - 3.3 Solution Development, Test, Digital and Data Services</p> <p>AC4 - 3.4 Technical Support Services</p>

DS Submission Format	Submission Requirements and DS Questions	
	Land Registration Solution Functionality	AC5 - 4.1 Applications - General and Land Registry AC6 - 4.2 Applications - Other Registers AC7 - 4.3 Case Management AC8 - 4.4 Casework Processing Automation Workflow and Operational Performance AC9 – 4.5 Finance AC10 - 4.6 Searching and Document Management AC11 - 4.7 Geospatial
	Social Value	AC12 - 4.8 Operational Productivity and Compliance AC13 - Social Value (see Appendix E for the specific detail of the Social Value award criterion question).
	<p>Please entitle each individual document as "BIDDER NAME QUESTION NUMBER Technical Proposals – DS". Formally evaluated at DS.</p> <p>Bidders should ensure that all answers are self-contained and in the correct place, with no cross-referencing to the answers in other questions. When assessing submissions, the Evaluation Panel will only consider the response given to each question.</p>	
	<ul style="list-style-type: none"> Submission of a mark-up of the Project Agreement and Schedules in Volume 3 pursuant to Sections 3.5 and 6 of this document. Please entitle these document(s) as "BIDDER NAME Legal Submission – DS – <i>INSERT: PROJECT AGREEMENT / COMBINED SCHEDULES / SCHEDULE – as appropriate</i>". Evaluated at DS. Submission of the Financial Model* (including the completed Financial Proformas) in accordance with Sections 3.6 - 3.8 and 7 of this document and the instructions set out at Volume 4 (Financial and Commercial Instructions) to the DS. Please entitle the Financial Model as "BIDDER NAME Financial Model – DS". Evaluated at DS. <p>*Please note that at DS & ISFT stages Bidders must password lock the Financial Model (and any other parts of the DS or ISFT Submissions containing pricing information (e.g. Schedule 7.1)) prior to submission via eTendersNI. Passwords for these documents must <u>only</u> be provided to CPD via the eTendersNI messaging portal.</p>	
Part 2	Completion of the online questions on eTendersNI as further detailed in Section 5.4 of Part 1, Volume 1 of the ICD. Not formally evaluated at DS.	
Note for ISFT Stage	Schedule 4.1 (Supplier Solution) At the ISFT Stage, in addition to the above, Bidders are required to submit a separate Schedule 4.1 (Supplier Solution) without the supporting narrative. This Schedule 4.1 response is not required at DS Stage. Whilst required at ISFT Stage it will not be formally evaluated.	

3.5 DS Legal

- 3.5.1 In addition to the Initial Legal Submission, bidders will be required to provide a legal submission at the DS and Final Tender stages. Legal aspects of Competitive Dialogue process and the form of legal evaluation at DS and ISDT will, for most parts, be based around the Authority's form of contract for the Services. The form of contract to be entered into between the Supplier and the Authority is based on the latest version Cabinet Office's model services contract. The draft Project Agreement and Schedules has been released to Bidders within Volume 3 (The Project Agreement including Schedules).
- 3.5.2 The draft model terms and conditions have been amended as appropriate (by the Authority) to meet the specific needs of the Authority. During the Competitive Dialogue the Authority may further amend the Project Agreement to meet its specific needs and solutions proposed by Bidders. The methodology for the legal evaluation at DS and Final Tender is as set out in Section 6 below.
- 3.5.3 The legal submissions at the DS stage should consist of the following:
- Completed IPR Licensing Questionnaire;
 - Marked-Up Project Agreement; and
 - Legal Commentary Table.
- 3.5.4 More detail on each of these elements is set out below.
- 3.5.5 When preparing their DS and ISFT submissions, Bidders should ensure that they take into account the discussions that have taken place during the dialogue phase of the Competition and all relevant clarifications received.

IPR Licensing Questionnaire

- 3.5.6 With these ICD Documents a draft IPR Licensing Questionnaire has been made available to Bidders within the eTendersNI CfT documents section. This contains a number of questions in relation to the Bidder's proposed approach to Intellectual Property and software licensing.
- 3.5.7 Bidders should answer all questions in the IPR Licensing Questionnaire based on their proposed solution to deliver the Services within the word document and then upload the completed IPR Licensing Questionnaire, together with any supporting documentation within the online question in eTendersNI.

Marked Up Project Agreement

- 3.5.8 In their DS submission, Bidders should provide marked up versions of the draft Project Agreement (including all supporting schedules) that they are permitted to propose amendments to (see section 3.5.15 below). These mark ups must be submitted in Microsoft word or Pdf format and should be marked up against the latest versions of the Project Agreement issued by the Authority.
- 3.5.9 Where Bidders do not propose to make any amendments to a particular schedule (that they are permitted to mark-up, see section 3.5.15 below), they must still submit a copy of the schedule and clearly state on its face that no amendments are proposed.
- 3.5.10 In addition, Bidders are not permitted to mark-up the following sections of the draft Project Agreement:

- Clauses 1, 2, 4, 6, 8 to 12, 16, 18, 19, 20, 22, 24, 25.1 to 25.7, 26 to 30, 32, 33, 34, 37 to 47;
 - Schedule 2.1 (Services Description);
 - Schedule 8.1 (Governance), except completion of the gaps in paragraph 102 and Annex 1;
 - Schedule 8.3 (Dispute Resolution Procedure), except completion of the gaps in paragraph 4.1;
 - Schedule 8.7 (Conduct of Claims);
 - Schedule 11 (Processing Personal Data), except completion of the gap at paragraph 1.2;
 - Schedule 12 (Social Considerations); and
 - Schedule 14 (Additional Services).
- 3.5.11 For ease a checklist is included in Appendix D, listing out each of the clauses and schedules of the draft Project Agreement and flagging whether or not such clauses and schedules can be marked up by Bidders.
- 3.5.12 The Authority reserves the right at any time to make changes to the list of sections of the Project Agreement that Bidders are permitted to mark-up. This may be to further limit the sections of the Project Agreement that Bidders are permitted to mark-up or to permit Bidders to mark-up additional areas that are not included in list above. The Authority will communicate any such changes to all Bidders.
- 3.5.13 Further to section 3.5.10 above, at this stage the Authority's current intention is that while Bidders are permitted to provide mark-ups to Schedule 2.2 (Performance Levels), Schedule 3 (Authority Responsibilities), Schedule 6.2 (Testing Procedures), Schedule 7.1 (Charges and Invoicing), Schedule 7.2 (Payments on Termination), Schedule 7.3 (Benchmarking), Schedule 7.4 (Financial Distress), Schedule 7.5 (Financial Reports and Audit Rights), Schedule 7.6 (Anticipated Savings) and Schedule 13 (Collaboration Agreement) as part of their Initial Legal Submission and DS Submission, that any concerns / comments from Bidders on these schedules will be considered as part of the dialogue, (which may result in updated drafts of these schedules being published), and that at Final Tender stage, Bidders will not be permitted to make any changes to the final versions of these schedules. The Authority will however confirm the position to all Bidders as the Competition progresses.
- 3.5.14 Each Bidder must include all amendments it requires to those sections of the draft Project Agreement that it is permitted to mark-up. All amendments proposed by Bidders to the Project Agreement must:
- a) be fully consistent and compliant with any directions given by the Authority to Bidders during the Competition;
 - b) be consistent with the Bidder's Initial Legal Submission and comments provided by Bidders in relation to the contract documentation and submissions made as part of the DS dialogue stage; and
 - c) not reflect any proposals to which the Authority objected during the dialogue phase.
- 3.5.15 Bidders must clearly identify the words that they propose to insert into and/or delete from the Project Agreement and schedules.

- 3.5.16 Unless otherwise specified by the Authority, Bidders are expected as part of their mark-up to complete all gaps in the draft Project Agreement including, for example, any annexes, amounts, percentages, names or any other details currently absent from the drafting.
- 3.5.17 Comments such as "for discussion", "to be developed" etc will not be accepted unless legitimate reasons are given by a Bidder as to why a full mark-up cannot be provided at this stage and the Bidder commercial position is fully explained in the accompanying commentary.
- 3.5.18 Unless otherwise instructed by the Authority, Bidders will be expected to submit the documents of the Project Agreement listed in Appendix B as part of their DS Submission:
- 3.5.19 Bidders should upload their completed marked-up Project Agreement, together with any supporting documentation within eTendersNI.

Legal Commentary Table

- 3.5.20 In addition to the mark-up of the draft Project Agreement to be submitted by Bidders, as part of their DS Submission, Bidders must also submit a commentary on the amendments, mapped against the legal award sub-criteria, in the tabular format set out in Appendix C of this Evaluation Methodology (in Microsoft Word format and using Arial font size 12).
- 3.5.21 Bidders should upload their completed commentary, together with any supporting documentation within eTendersNI.

3.6 DS Financial & Commercial

- 3.6.1 The financial submission at the DS stage (and the Final Tender stage) must be prepared and submitted in accordance with the instructions set out in this Evaluation Methodology and Volume 4 (Financial and Commercial Instructions) to the ICD (including the Financial Model and completed Financial Proformas). See Section 7 below for further details.

3.7 Financial Model and Financial Model Output Template

- 3.7.1 At the DS and Final Tender stages, Bidders are required to submit, in accordance with the instructions set out in ICD Volume 4 (Financial and Commercial Instructions), a completed financial model output template (which contains the Financial Proformas) which presents in Net Present Value (NPV) terms the total cost to the Authority of delivering the Services.
- 3.7.2 The financial model output template includes a number of sensitivities which Bidders are required to complete in accordance with the instructions set out in the financial model output template and ICD Volume 4 (Financial and Commercial Instructions).
- 3.7.3 The financial model output template includes a proforma for Bidders to submit their prices for the Supplier Personnel Rate Card. Such prices are to be prepared and submitted in accordance with the instructions set out in the financial model output template and ICD Volume 4 (Financial and Commercial Instructions). The overall price to be evaluated is stated in the financial model output template.
- 3.7.4 Bidders are also required to submit a detailed financial model (which can take the form of additional worksheets that are added after the Financial Proforma worksheets) which feeds the Authority's Financial Proformas and which calculates, in a robust and transparent manner, the Bidder's forecast costs and proposed Charges for the Services in accordance with the instructions set out in ICD Volume 4 (Financial and Commercial Instructions) and the terms and conditions of the Project Agreement (including the financial model schedule).

- 3.7.5 The financial model should provide a detailed breakdown of the costs and proposed Charges associated with the Bidder's final solution for delivering the Authority's requirements.
- 3.7.6 The Authority may require Bidders to submit more than one version of its financial model at the DS stage. Such requirement may relate to options that the Authority is considering, for example in relation to the hours during which certain services are to be provided or the approach to Intellectual Property and software licensing. Any such requirement will be discussed with Bidders during the dialogue process.

3.8 Submission of Financial Information

- 3.8.1 Bidders are required to complete the "financial information" Financial Proformas contained within the financial model output template in accordance with the instructions set out in ICD Volume 4 (Financial and Commercial Instructions). These Financial Proformas provide for the submission of financial information that is required to be submitted as part of the Competition and which will be required for the evaluation of the final tenders and for the finalisation of the contract with the Preferred Bidder. This includes, for example:
- The Request for Service template, which is described in section 3.10 of ICD Volume 1 Part 1 (Instructions);
 - Schedule 7.1 (Charges & Invoicing): Annex 4 Risk Register and Annex 5 Allowable Assumptions;
 - Schedule 7.2 (Payments on Termination): Annex 1 Maximum Payments on Termination;
 - Schedule 7.3 (Benchmarking): Annex 1 Approved Benchmarks; and
 - Schedule 7.4 (Financial Distress): Annex 1 Rating Agencies and Annex 2 Credit Rating Levels.
- 3.8.2 Annexes 1 to 3 of Schedule 7.1 (Charges & Invoicing) will be completed at Preferred Bidder stage based on the financial information included in the completed Financial Proformas submitted as described at 3.8.1 above.

4.0 EVALUATION OVERVIEW

4.1 Evaluation Process

- 4.1.1 In accordance with the Public Contracts Regulations 2015 (as amended), the Authority is required to clearly set out the award criteria to be used to select the most economically advantageous tender. In this Evaluation Methodology, the Authority is disclosing the criteria and sub-criteria that will be used to evaluate Detailed Solutions, as well as the Final Tenders.
- 4.1.2 The Authority shall award the contract to the Bidder that proposes the most economically advantageous tender (a combination of cost and quality and Social Value) for the provision of the Services. This may not necessarily be the Bidder that proposes a tender that offers the lowest cost.
- 4.1.3 The formal evaluation at DS and ISFT will only take into account the information provided by Bidders in their DS and ISFT Submissions as applicable and, if appropriate, responses provided to the Authority in the course of any subsequent clarification process.
- 4.1.4 The Evaluation Panel is composed of the following three teams as set out in Table 1 below to evaluate the relevant elements of Bidders' solutions. The Authority reserves the right at its absolute discretion and at any time to remove, substitute, appoint, decrease or increase the members of the Evaluation Panel without notice to Bidders.

Table 1: Evaluation Panel

Element of Evaluation	Evaluation Panel
Technical Proposals evaluation	Representatives from the Authority / Authority side support - Technical Advisor
Social Value evaluation	Representatives from the Authority / Strategic Investment Board (SIB)
Legal evaluation	Representatives from the Authority / Authority side support - Legal Advisor
Financial / Commercial evaluation	Representatives from the Authority / Authority side support – Commercial Advisor

- 4.1.5 Each DS Submission will undergo a two stage evaluation comprising:
- A completeness and compliance check; and
 - A detailed evaluation of the submissions against the technical (including Social Value), legal and financial evaluation criteria set out in Sections 5, 6 and 7 of this Evaluation Methodology during which the Evaluation Panel will award scores for Bidders' DS Submission.
- 4.1.6 Bidders are to note that scores awarded by the Evaluation Panel in respect of Bidders' financial submissions at DS stage will be for internal purposes only and the financial scores will not be made available to Bidders. The 0-5 scores awarded for the technical (including Social Value) and legal submissions at the DS stage will be provided to Bidders.
- 4.1.7 Each ISFT Submission will undergo a three stage evaluation comprising:

- A completeness and compliance check;
- A detailed evaluation against the technical, legal and financial evaluation criteria set out in Sections 5, 6 and 7 of this Evaluation Methodology during which the Evaluation Panel will award scores for Bidders' ISFT Submissions; and
- Ranking of the ISFT Submissions and identification of a provisional Preferred Bidder.

These stages are described in detail below.

4.2 Stage 1: Completeness and Compliance Checks

- 4.2.1 On receipt of the Bidders' DS and Final Tender Submissions, a check will be carried out to confirm completeness and compliance with the Authority's requirements (as set out in this ICD and later in the ISFT) to identify significant points of clarification and qualification and to establish which submissions will progress to detailed evaluation. This is an initial cursory check only and does not prevent the Authority from subsequently identifying any other incompleteness at a later stage of the evaluation process. For the avoidance of doubt, the completeness check may continue during and after Stage 2 of the evaluation and progressing to Stage 2 is not confirmation that the completeness check has been definitely passed.
- 4.2.2 DS and Final Tender Submissions must comply with all requirements in the ICD and ISFT, as applicable. Any Bidder who has not provided a complete response in accordance with the requirements of:
- the DS (at the DS stage) may, subject to paragraph 5.2.3 below, have its Submission rejected for the purposes of the DS evaluation, as applicable; and
 - the ISFT (at Final Tender stage) may, subject to paragraph 5.2.3 below, have its Final Tender rejected and be eliminated from the Procurement.
- 4.2.3 If:
- a Submission fails to comply in any respect with any of the requirements of the DS or ISFT stage as applicable (in all such cases whether or not stated to be mandatory or similar); or
 - the Authority considers a Submission to be ambiguous or require clarification or amplification in any respect,

the Authority may (but it is not obliged to) and subject to applicable law, take such action as it considers appropriate in a given case including:

- reject, for the purposes of the DS or ISFT evaluation, the Submission that is non-compliant with the Authority's requirements (in all such cases whether or not stated to be mandatory or similar); or
- without prejudice to its right to reject a Submission for the purposes of the evaluation in a given case for non-compliance of the Submission (where there is non-compliance);
 - seek clarification, amplification or supplementary information from the Bidder in respect of the response and/or the non-compliance;

- request the Bidder to provide the Authority with information on items or items which have not been provided or have been provided in an incorrect form or on an incorrect basis;
- waive a requirement for the purposes of the evaluation if this is, in the opinion of the Authority acting reasonably and permitted by applicable law, appropriate in the circumstances (particularly if it is minor and/or procedural) and to proceed to evaluate such Submission in accordance with the DS or ISFT, as applicable;
- at the DS stage(s) only, determine that the Bidder's Submission does not conform to the relevant provision of the Contract or respond to or properly address a requirement of the DS (as applicable) (in all such cases whether or not stated to be required, mandatory or similar) but proceed to review the remainder of the Submission in accordance with the DS (in such case, at the Authority's absolute discretion, providing no feedback or such level of feedback as the Authority determines at its absolute discretion in relation to the part of the Submission that does not conform to the relevant provision or respond to or properly address the relevant requirement); and/or,
- amend the relevant requirement and invite the other Bidders to adjust their respective Submissions on the basis of such revised requirement,

provided that no material amendments may be made to a Submission and/or to the Authority's requirements in any case where this would give rise to a breach of applicable law.

4.3 Stage 2: Detailed Review and Evaluation

4.3.1 Bidders' submissions that pass the completeness and compliance check will progress to detailed assessment against the Primary Criteria as set out in Table 2 below. Details of the applicable sub criteria underlying the applicable primary criteria (the secondary criteria) are set out in sections 5, 6 and 7 of this Evaluation Methodology.

Table 2: Primary Criteria Weightings

Primary Criteria	Weighting of Primary Criteria at Applicable Stage of the Competition	
	Detailed Solution	Final Tender
Technical Proposals (including Legal and Social Value)	No weighting	75%
Financial/ Commercial	No weighting	25%
Total	No weighting	100%

4.4 Stage 3: Ranking

4.4.1 At Final Tender stage, those Final Tenders that have:

- passed the initial completeness, compliance and robustness check; and

- been awarded a “pass” in respect of a “pass / fail” criterion (e.g. Financial Model Robustness and Transparency); and
- have passed, to the satisfaction of the Authority, any minimum score thresholds set out in sections 5, 6 and 7 of this Evaluation Methodology;

shall proceed to be ranked in accordance with this Stage 3. Final Tenders that fail the completeness, compliance and/or robustness check, or have been awarded a “fail” in respect of a “pass / fail” criterion or have not passed, to the satisfaction of the Authority, one or more minimum score thresholds will be rejected and will not be evaluated further.

4.4.2 In respect of the ranking of Final Tenders, the following steps will be followed:

- The scores awarded in respect of each the Secondary Sub Criteria will be converted to a weighted score by first converting the awarded score (i.e. 0 – 5) into a weighted score (out of the maximum weighted available score as set out in Tables 4)
- A score in respect of each Secondary Criterion will then be calculated by either, as applicable:
 - aggregating the individual weighted scores for the Secondary Sub-Criteria relating to that Secondary Criterion; or
 - if there are no Secondary Sub-Criteria relating to that Secondary Criterion, by converting the awarded score (i.e. 0 – 5) into a weighted score (out of the maximum weighted available score as set out in Tables 4, 7 and 10 below in respect of that Secondary Criterion).

4.4.3 A worked example is set out below (the secondary criteria, secondary sub-criteria and maximum weighted available scores shown below are for illustrative purposes only):

Table 3: Example Calculation

Secondary Criteria	Secondary Sub-Criteria	Score 0-5 awarded (A)	Maximum Weighted Available Score (B)	Weighted Score (B) / 5 x (A)
Secondary Criterion 1	Secondary Criterion 1 Sub-	5	2.4	2.400
	Secondary Criterion 2 Sub-	4	1.2	0.960
	Secondary Criterion 3 Sub-	3	0.8	0.480
	Weighted score for Secondary Criterion 1			3.840
Secondary Criterion 2	n/a	4	2.8	2.240
	Weighted score for Secondary Criterion 2			2.240

4.4.4 A score in respect of each of the Primary Criteria will then be calculated by aggregating the weighted scores for all of the Secondary Criteria relating to that Primary Criterion.

- 4.4.5 An Overall Score (out of 100) for the Final Tender will then be calculated by aggregating the weighted scores for all of the Primary Criteria set out in Table 2 above.
- 4.4.6 The Overall Score (out of 100) will then be used to rank the Final Tenders. The highest ranked Final Tender (i.e. the Final Tender with the highest Overall Score) will be the provisional Preferred Bidder. In the event that one or more Final Tenders achieve the same Overall Score (to three decimal places) and are jointly ranked as the highest ranked Final Tender, then the provisional Preferred Bidder shall be the Final Tender that has achieved the highest weighted score in respect of the Primary Criterion “Technical Proposals (including Legal and Social Value)”.
- 4.4.7 Overall Scores will be presented to 3 decimal places (where applicable), with the third decimal place determined by rounding to the fourth (and if necessary fifth) decimal place up to 10 or down to 0, whichever is the closest.

5.0 EVALUATION OF TECHNICAL PROPOSALS (TECHNICAL SUBMISSION, INCLUDING SOCIAL VALUE)

5.1 Introduction

5.1.1 At the DS and Final Tender stages, Bidders technical submissions (including Legal and Social Value) will form written solutions to the Authority’s technical questions. These submissions shall be assessed by the Evaluation Panel against the stated Secondary Criteria and Secondary Sub-Criteria underlying the Primary Criteria entitled “Technical Proposals” (see Table 4).

5.2 Evaluation of Responses to Technical Questions

5.2.1 Bidder’s technical proposals in response to the Authority’s Technical Questions (numbered AC1-AC13) within each DS Submission and Final Tender Submission will be scored by an Evaluation Panel using a weighted scoring method.

5.2.2 The scoring matrix in Table 6 below will be used by the Evaluation Panel to assign scores in respect of Bidders’ technical responses against each of the Secondary Sub Criteria as set out in Table 4. Scores will be awarded in accordance with scoring matrix in Table 6 using objective evidence and the professional judgement of the members of the Evaluation Panel, as appropriate. Each of the Bidder’s responses to the Authority’s Technical Questions will be assigned a score out of 5 in accordance with Table 6 below and at the ISFT Stage this will then be converted to a weighted score out of the maximum weighted available score set out in Table 4 as explained in section 4.4.

5.2.3 Each Bidder’s total score for their Technical Proposals (including Legal and Social Value) will be calculated by aggregating the weighted scores calculated for all of the technical Secondary Sub-Criteria set out in Table 4 below as explained in section 4.4.

Table 4: Breakdown of Primary Criteria for Technical Proposals (including Social Value but excluding legal) at DS & ISFT

Secondary Award Criteria	Maximum Section Score	Sub Criteria Question Number	Secondary Sub-Criteria	Maximum Weighted Score for Secondary Sub Criteria
Implementation Services, Operational Services	19.5	AC1	3.1 Implementation, Deployment, Training, Exit and Partnering Arrangements	4.680
		AC2	3.2 Business Transformation Services	6.825
		AC3	3.3 Solution Development, Test, Digital and Data Services	5.070
		AC4	3.4 Technical Support Services	2.925

Secondary Award Criteria	Maximum Section Score	Sub Criteria Question Number	Secondary Sub-Criteria	Maximum Weighted Score for Secondary Sub Criteria
Land Registration Solution Functionality	40.5	AC5	4.1 Applications - General and Land Registry	7.290
		AC6	4.2 Applications - Other Registers	4.050
		AC7	4.3 Case Management	4.860
		AC8	4.4 Casework Processing Automation Workflow and Operational Performance	8.910
		AC9	4.5 Finance	2.430
		AC10	4.6 Searching and Document Management	4.860
		AC11	4.7 Geospatial	4.860
		AC12	4.8 Operational Productivity and Compliance	3.240
Social Value	10.05	AC13	Social Value	10.050

5.3 Technical Scoring Matrix

Table 6: Evaluation Matrix for Technical Questions AC1-AC13 at DS & ISFT

Scoring System	Description
5	Response provided excellent evidence of the Bidder's ability to deliver the requirements. The response inspires an extremely high level of confidence that the Bidder fully understands the Authority's requirements. Strengths far outweigh weaknesses
4	Response provided good evidence of the Bidder's ability to deliver the requirements. The response inspires a high level of confidence that the Bidder clearly understands the Authority's requirements. Strengths outweigh weaknesses.
3	Response provided reasonable evidence of the Bidder's ability to deliver the requirements. The response inspires confidence that the Bidder understands the Authority's requirements. Strengths outweigh weaknesses.
2	Response provided limited evidence of how the Bidder will deliver the requirements. The response inspires little confidence that the Bidder clearly understands the Authority's requirements. Weaknesses outweigh strengths.
1	Response provided poor evidence of how the Bidder will deliver the requirements. The response inspires little or no confidence that the Bidder fully understands the Authority's requirements. Weaknesses far outweigh strengths.
0	Response failed to provide evidence of how the Bidder will deliver the requirements. The response inspires no confidence that the Bidder fully understands the Authority's requirements. No areas of strength. Failed to address the criterion.

The Authority reserves the right (at its sole discretion) to exclude any Bidder from this Competition at DS and/or Final Tender stage that scores 0, 1 or 2 for its response to a technical question (i.e. Secondary Sub-Criterion).

6.0 EVALUATION OF TECHNICAL PROPOSALS (LEGAL SUBMISSION)

6.1 Evaluation of Legal Submissions at Detailed Solutions and Final Tender.

- 6.1.1 Bidders are required to submit their amendments (or mark-ups) of the Project Agreement (and Schedule) both for the purposes of their Initial Legal Submission, dialogue meetings and for their DS and Final Tender Submissions in Microsoft Word or Pdf format and should be marked up against the latest version of the Project Agreement issued by the Authority. Bidders must ensure that any and all amendments made against the Project Agreement must be clear and visible in their mark-ups (such as appearing as tracked changes within the draft).
- 6.1.2 While the content of the Initial Legal Submission will inform the initial dialogue during the DS Stage with Bidders, for legal dialogue at later stages of the Competition, bidders will be required to complete and return the Authority's legal template in advance of any dialogue meeting, setting out the issues that they wish to discuss in legal dialogue, an explanation of their legal position and the changes they propose making to the Project Agreement.
- 6.1.3 Bidders must clearly identify the words that they propose to insert into and/or delete from the Project Agreement (including Schedules). The mark of-up of the Project Agreement to be submitted by Bidders as part of their DS Submission must be accompanied by a commentary on the amendments, mapped against the legal award sub-criteria, in tabular format set out in Appendix C of this Evaluation Methodology (in Microsoft Word format and using Arial font size 12). The marked up Project Agreement will be evaluated at DS and ISFT using the secondary criteria and weightings as set out in the Table 7 below:

Table 7: Breakdown of Legal Criteria for Technical Proposals at DS & ISFT (Legal Submission)

Secondary Award Criteria	Maximum Section Weighted Score	Question	Secondary Sub-Criteria	Maximum Weighted Score Available for sub criteria
Legal	4.95	AC14	Provision of Services	1.200
		AC15	Remedies	1.500
		AC16	Intellectual Property	1.950
		AC17	All other clauses and Schedules	0.300

- 6.1.4 Bidder responses at later phases of the Competition will be expected to be consistent with responses given at earlier stages in the Competitive Dialogue Process. Bidders will not therefore be permitted to make further material amendments to the Project Agreement that relate to matters not previously raised at an earlier stage. As such, each Bidder should ensure that the Project Agreement is reviewed by relevant legal and commercial personnel on its behalf. The legal Secondary Sub Criteria and associated weightings at DS and Final Tenders will be as set out above. Further details of the legal Secondary Sub Criteria are set out below in Table 8:

Table 8: Further detail of Legal Secondary Sub Criteria at DS & ISFT

Legal Secondary Sub Criteria		References (to include related definitions in Schedule 1)
No.	Secondary Sub Criteria	
1	Provision of Services	Clauses 5 (save for 5.5(c)(i) and (ii), 7, 9, 20, Schedule 2.3 (Standards), Schedule 3 (Authority Responsibilities) and Schedule 6.1 (Implementation Plan).
2	Remedies	Clauses 3, 21, 23, 25, 31, Schedule 2.5 (Insurance Requirements), Schedule 8.5 (Exit Management), Schedule 9.1 (Staff Transfer) and Schedule 10 (Guarantee).
3	Intellectual Property Rights	Clauses 5.5(c)(i) and (ii), 17, 19A, 19B and Schedule 5 (Software).
4	All other clauses and Schedules	All other Project Agreement clauses and schedules that are permitted to be marked up and not listed above.

6.1.5 The Authority shall review the amendments proposed by a Bidder in their Detailed Solutions submission and Final Tender and allocate those amendments into one of the 4 categories identified in the Table 8 above. Where it is possible to allocate an amendment to more than one category, the amendment shall be allocated by the Authority to the relevant category with the highest weighting.

6.1.6 Raw scores up to a maximum of 5 (five) shall be available for each of the 4 legal secondary criteria identified in the above table. Scores will be awarded by reference to the degree that the Bidders' proposed amendments conform with the Authority's Project Agreement (including schedules). The Authority will award low scores to Bidder's legal submissions at DS and Final Tender Submissions that include proposed amendments which vary the position of the parties as set out in the Project Agreement to the detriment of the Authority and either increase the risk to the Authority or decrease the risk to the Bidder. The scoring out of 5 will be awarded in accordance with scoring matrix in Table 9 below using objective evidence and the professional judgement of the members of the Evaluation Panel, as appropriate.

Table 9: Evaluation Matrix for Evaluation of the Bidder's Approach to Project Agreement at DS and ISFT

Score	Description
5	Full acceptance of the provisions of the Project Agreement and the principles that underpin them, or full acceptance of such provisions and principles save for minor amendments which neither increase the Authority's risk profile nor impose any significant additional obligations or responsibilities on the Authority and therefore gives rise to no concerns.
4	General acceptance of the provisions of the Project Agreement and the principles that underpin them; only minor concerns about an increase in the Authority's risk profile and/or the imposition of additional obligations or responsibilities on the Authority.

Score	Description
3	General acceptance of the provisions of the Project Agreement and the principles that underpin them; however there are some significant (but not major) concerns about an increased level of risk for the Authority and/or the imposition of additional obligations or responsibilities on the Authority.
2	Limited acceptance of the provisions of the Project Agreement and the principles that underpin them. Some major concerns about an increased level of risk for the Authority and/or the imposition of additional obligations or responsibilities on the Authority.
1	No or almost no acceptance of the provisions of the Project Agreement and the principles which underpin them. Many major and/or significant concerns about an increased level of risk for the Authority and/or the imposition of additional obligations or responsibilities on the Authority.
0	Materially non-complaint with the instructions given to Bidders about marking up the Project Agreement.

- 6.1.7 The Authority reserves the right (at its sole discretion) to exclude any Bidder from this Competition that scores 0 or 1 in respect of any of the 4 secondary criteria relating to the Project Agreement. In addition the Authority reserves the right to exclude any Bidder from the Competition that submits an amendment to the Project Agreement, irrespective of the score that may be awarded for that amendment, that the Authority has advised in dialogue or otherwise during the Competition that: (1) it cannot accept and; (2) if such amendment is submitted in the Project Agreement the Authority will be entitled to reject and exclude the Bidder from the Competition.
- 6.1.8 If a Bidder does not propose an amendment to the related clauses and schedules for a particular Secondary Sub Criterion, then a raw score of 5 (five), being the maximum score available in respect of that criterion, will be awarded.
- 6.1.9 The maximum available raw score for each of the Secondary Sub Criteria set out in Table 7 above is 5 (five). Each score out of 5 (five) will then be converted into a weighted Secondary Sub criterion score out of the maximum weighted available score set out in Table 7 as explained in section 4.4.
- 6.1.10 Each Bidder's overall score for the legal secondary criterion will be calculated by aggregating the weighted scores for all legal Secondary Sub Criteria. These scores when aggregated together shall provide a weighted score (no greater than the applicable maximum weighted score available) for the legal secondary criterion.
- 6.1.11 It is acknowledged by Bidders that amendments made to the Project Agreement may cause financial and/or technical risks to transfer to the Authority. Notwithstanding any other provision herein, the Authority reserves the right to evaluate any such amendment as part of the financial and commercial approach and/or technical proposals evaluation exercises, as appropriate. In particular, the technical and financial/commercial evaluation may also take account of any material changes to the allocation of risk in the Project Agreement.
- 6.1.12 The Authority reserves its right to make amendments to the Project Agreement (including Schedules) at any time during the course of the Competition.

7.0 EVALUATION OF FINANCIAL / COMMERCIAL SUBMISSIONS

7.1 Evaluation of Financial / Commercial Submissions at Detailed Solutions and Final Tender.

- 7.1.1 Financial / commercial submissions at DS and ISFT stages will be evaluated in accordance with this Section 7. Each Submission will be scored by the Evaluation Panel using a weighted scoring method. Scores (out of 5) will be awarded to responses using the methodologies set out in this section and these scores will then be converted into weighted scores at ISFT stage only (out of the maximum weighted available scores set out in Table 10) as explained in section 4.4. Scores will be awarded using objective evidence and the professional judgement of the members of the Evaluation Panel, as appropriate.
- 7.1.2 The financial components of Bidders' DS and ISFT Submissions will be evaluated and scored. At the DS stage, the financial scoring will be for internal purposes only and the financial scores will not be made available to Bidders however verbal and written feedback in relation to responses to the Financial / Commercial Criteria will be provided.

7.2 Financial / Commercial Evaluation Criteria

- 7.2.1 The financial / commercial secondary criteria are set out in table 10 below.

Table 10: Financial / Commercial Secondary Criteria and Weightings

Financial / Commercial Secondary Criteria	Secondary Weighting	Maximum Weighted Available Score¹
NPV of the Total Cost of the Services	70%	17.5
Impact of Sensitivity Testing	10%	2.5
Pricing for Supplier Personnel Rate Card	20%	5.0
Robustness and Transparency of Financial Model	Pass / Fail	Pass / Fail
Total Score		25.0

- 7.2.2 The evaluation methodologies applicable to each of the secondary criteria are described below.

7.3 Net Present Value (NPV) of the Total Cost of the Services

- 7.3.1 At DS and ISFT stages, Bidders will be required to submit a completed financial model output template which presents in NPV terms the total cost to the Authority of delivering the Services in accordance with ICD Volume 4. Bidders will also be required to submit a detailed

¹ Calculated as the Primary Weighting x Secondary Weighting x 100 (where the weightings are expressed in decimal)

financial model (which can take the form of additional worksheets after the financial model output template worksheets i.e. after the Financial Proformas) which feeds into the Authority's financial model output template and which calculates, in a robust and transparent manner, the Bidder's forecast costs and proposed charges for the Services.

- 7.3.2 For the avoidance of doubt, in order to evaluate submissions on an equitable, like for like basis, the total cost to the Authority of delivering the Services will be the aggregate of:
- the Bidder's proposed charges for those Services that will be delivered by the Bidder in accordance with ICD Volume 2 (Services Description); and
 - the cost to the Authority of other services that are directly associated with the Contract and the Bidder's solution that are to be delivered by the Authority and which will result in a material increase in cost to the Authority (if any). Such services shall be identified and defined through the dialogue process as described in section 3.10 of ICD Volume 1 Part 1 (Instructions).

7.3.3 Bidders must ensure that the financial model output template is complete and accurate.

7.4 Calculation of NPV

7.4.1 The NPV will be calculated in the financial model output template by discounting the total cost of the Services (i.e. the Bidder's proposed charges and the Authority's own costs), expressed in real terms, over the initial term using a real discount rate of 3.5%.

7.4.2 As described above, in order to ensure direct comparability between submissions, the Authority reserves the right to make an equalisation adjustment to a Bidder's NPV (where appropriate) to take account of any material difference in the scope or timing of the costs and/or risks retained by the Authority in each Bidder's submission. This includes the additional cost to the Authority of other services that are directly associated with the Project and are to be delivered by the Authority in respect of the Project. The NPV value of this equalisation adjustment, if one is required, will be shared with the Bidder. The Authority reserves the right to request additional information from the Bidder if such information is required to determine an appropriate and equitable adjustment to the NPV.

7.5 Scoring Mechanism

7.5.1 The NPV will be evaluated and scored as follows. The maximum available score is 5 (five). The Bidder with the lowest NPV will receive the maximum available score of 5 (five). Other Bidders will receive a lower mark in accordance with the formula and worked example below:

$$\text{Marks awarded} = 5 \times \left[\frac{\text{Lowest NPV}}{\text{Bidders NPV}} \right]$$

7.5.2 The NPV is expressed in £ million and to three decimal places, with the third decimal place determined by rounding the fourth (and if necessary fifth) decimal place up to 10 or down to 0, whichever is the closest. The marks awarded will also be calculated to three decimal places.

7.5.3 Worked example (using arbitrary values for the NPV):

Bidder	NPV	Score awarded (out of 5 marks)
Bidder A	£5.000m	$5 \times (5.000 / 5.000) = 5.000$ marks
Bidder B	£6.000m	$5 \times (5.000 / 6.000) = 4.167$ marks
Bidder C	£7.000m	$5 \times (5.000 / 7.000) = 3.571$ marks

7.5.4 The score awarded out of 5 will then be converted into a weighted score in respect of this Secondary Criterion (out of the maximum weighted available score set out in Table 10) as explained in section 4.4.

7.5.5 The Authority reserves the right to require Bidders to provide further information and to explain any aspect of their financial model, including but not limited to their pricing assumptions, forecast costs and/or the calculation of the required charges.

7.6 Abnormally Low Tender

7.6.1 Where the Authority is concerned that a Bidder's Final Tender Submission may be abnormally low, the Authority may, at its sole discretion, require the Bidder to explain the price or costs proposed in its submission in accordance with Regulation 69 of the Public Contracts Regulations 2015.

7.6.2 The Authority reserves the right (but is not obliged) to reject a Final Tender that the Authority considers to be abnormally low in accordance with Regulation 69 of the Public Contracts Regulations 2015.

7.7 Impact of Sensitivity Testing

7.7.1 Sensitivity analysis will be used to model the impact on the total cost (in NPV terms) of the Services (i.e. the Bidder's proposed charges and the Authority's own costs) of changes in a number of base assumptions ("sensitivities"). The sensitivities required at DS and ISFT Stages are as set out in the financial model output template and will include the following:

- Increase in forecast volumes;
- Decrease in forecast volumes; and
- Extension of Contract Term.

7.7.2 The Authority reserves the right to include additional sensitivities.

7.7.3 The Secondary Sub-Criteria weighting and maximum weighted available score that is applicable to each sensitivity score is stated in the financial model output template.

7.7.4 Marks will be awarded to Bidders based on the NPV of the total cost of the Services for each sensitivity. The NPV will be calculated in the FMOT by discounting the total cost of the Services (i.e the Bidder's proposed charges and the Authority's own costs, if any) with respect to the sensitivity scenario, expressed in real terms, using a real discount rate of 3.5%.

7.7.5 The Bidder with the lowest NPV for a sensitivity will receive the maximum available score of 5 (five). Other Bidders will receive a lower mark in accordance with the formula below:

$$\text{Marks awarded} = 5 \times \left[\frac{\text{Lowest NPV}}{\text{Bidders NPV}} \right]$$

- 7.7.6 The NPV is expressed in £ million and to three decimal places, with the third decimal place determined by rounding the fourth (and if necessary fifth) decimal place up to 10 or down to 0, whichever is the closest. The marks awarded will also be calculated to three decimal places.
- 7.7.7 The score awarded out of 5 for a given sensitivity will then be converted into a weighted score in respect of that sensitivity (i.e. out of the maximum weighted available score for that sensitivity Secondary Sub-Criterion) as explained in section 4.4. The weighted scores will be aggregated to give a weighted score for the “Impact of Sensitivity Testing” Secondary Criterion.
- 7.7.8 Where the change in a Bidder’s NPV for a given sensitivity (compared to the baseline NPV of the Total Cost of the Services) is considered excessive, this will be flagged to the Authority. The Authority will seek to clarify with Bidders any submission for which the financial model is exceptionally sensitive to changes in key input variables and thereby places a high level of risk of cost increases with the Authority.

7.8 Pricing for Supplier Personnel Rate Card

- 7.8.1 Bidders are required to include within their completed financial model output template their prices for the Supplier Personnel Rate Card. Prices are to be prepared and submitted in accordance with the requirements set out in the financial model output template and in ICD Volume 4 and Schedules 7.1 and 7.5 to the Project Agreement. The overall price to be evaluated in respect of this Secondary Criterion is calculated in the financial model output template.
- 7.8.2 Responses will be scored out of 5 under this criterion. The response with the lowest price will receive the maximum score of 5, with other Bidders receiving a lower mark in accordance with the formula below:

$$\text{Marks awarded} = 5 \times \left[\frac{\text{Lowest price}}{\text{Bidders price}} \right]$$

- 7.8.3 The score awarded will then be converted into a weighted score in respect of this Secondary Criterion (out of the maximum weighted available score set out in Table 10) as explained in section 4.4.

7.9 Financial Model Robustness and Transparency (PASS / FAIL)

- 7.9.1 As indicated in section 3, Bidders are required to submit at the Detailed Solution and Final Tender stage:
- a completed financial model output template in accordance with this Evaluation Methodology and ICD Volume 4 (Financial and Commercial Instructions); and
 - a detailed financial model (which can take the form of additional worksheets after the financial model output template worksheets) which feeds the Authority's financial model output template and which calculates, in a robust and transparent manner, the Bidder's forecast costs and proposed Charges for the Services in accordance with this Evaluation Methodology and ICD Volume 4 (Financial and Commercial Instructions).

- 7.9.2 Bidders submissions will be awarded a “Pass” or a “Fail” in respect of the financial model robustness and transparency sub-criterion based on an assessment of:
- compliance of the completed financial model output template (i.e. the Financial Proformas) and financial model with this Evaluation Methodology, ICD Volume 4 (Financial and Commercial Instructions) and Schedules 7.1 and 7.5 to the Project Agreement; and
 - the extent to which the Bidder's financial model allows full transparency of the Bidder's costs, pricing assumptions and the calculation of the Charges for providing each element of the Services in accordance with the Project Agreement and Schedules.
- 7.9.3 In determining whether a “Pass” or a “Fail” should be awarded, the Evaluation Panel will refer to the methodology set out in the table below.

Table 11: Evaluation of Financial Model Robustness and Transparency

Award	Indicators
Pass	The completed financial model output template (i.e. Financial Proformas) and financial model are consistent with this Evaluation Methodology, the guidance set out in ICD Volume 4 (Financial and Commercial Instructions) and the requirements of Schedules 7.1 to 7.5 to the Project Agreement in all material respects, and the financial model and the completed financial model output template provide a reasonable level of transparency of the Bidder's costs, pricing assumptions and the calculation of the Charges for providing each element of the Services.
Fail	A submission that does not meet the requirements for a “Pass”.

- 7.9.4 The Authority reserves the right to exclude from this Competition (at its sole discretion) any Bidder that is awarded a “Fail” in respect of Financial Model Robustness and Transparency.

7.10 Overall Financial / Commercial Weighted Score

- 7.10.1 Each Bidder's overall financial / commercial weighted score will be calculated by aggregating the weighted scores for all of the financial / commercial secondary award criteria (to create a score for the financial / commercial Primary Criterion).

APPENDIX A – TECHNICAL QUESTIONS

When preparing their responses to each of the technical questions (AC1-AC13) as set out in Section 3 of this ICD Volume 1 Part 2 (Evaluation Methodology), Bidders should ensure that they take into account the following principles:

- a) Where the applicable section of Schedule 2.1 requires the Supplier to provide a document or information “at the Effective Date”, Bidders should include as part of their DS and ISFT Submission their proposed version of the relevant document or information as if the DS or ISFT Submission date (as applicable) was the Effective Date.

Example: Requirement 3.2.2.1 states that “The Supplier shall, at the Effective Date, provide to the Authority for approval, the Service Operating Model Design Plan, with a supporting narrative document, in accordance with Annex 1 of Schedule 6.1 (Implementation Plan).”

- b) Where Schedule 2.1 requires a document or information to be provided at a future point in time that occurs after the Effective Date, such as “throughout the Term”, Bidders are not required to provide a proposed version of the relevant document or information, however Bidders should nevertheless include within their DS and ISFT Submissions:

- i) A commitment to comply with the relevant requirement;
- ii) Comprehensive details of their approach, methodology and interpretation of the requirement;
- iii) Draft contents page detailing the proposed sections of the document; and
- iv) Evidence of how they will apply their understanding of the requirement and expertise in delivering the services to meet the requirement.

Example: Requirement 3.2.4.1 states that “The Supplier shall, throughout the Term, provide to the Authority for approval, an Annual Service Improvement Plan which sets out the proposed set of service improvements to the Services.”

- c) Where the applicable section of Schedule 2.1 requires the Supplier to “provide to the Authority the functionality required to ...”, Bidders should include in their DS and ISFT Submission:
- i) Comprehensive details of how their “Supplier System” will provide such functionality; and
 - ii) Evidence that demonstrates such functionality, so that the Authority understands how the functionality is provided and how it will operate after the Operational Services Commencement Date.

Example: Requirement 3.3.1.3 states that “The Supplier shall provide to the Authority the functionality required to ensure that the Supplier System fully supports the Initial Service Operating Model and Supplier Solution in accordance with Annex 1 of Schedule 6.1 (Implementation Plan)...”

APPENDIX B – DOCUMENTS EXPECTED AS PART OF INITIAL LEGAL SUBMISSION AND LEGAL SUBMISSION AT DS STAGE

Number	Document of Project Agreement
1	Main Agreement
2	Schedule 1 – Definitions
3	Schedule 2.2 – Performance Levels (including completed Annex 2 – Methods of Measurement)
4	Schedule 2.3 – Standards
5	Schedule 2.4 – Security Management (Including completed Annex 2 – Security Management Plan)
6	Schedule 2.5 – Insurance Requirements (Including completed Annex 1 – Required Insurances)
7	Schedule 3 – Authority Responsibilities
8	Schedule 4.2 – Commercially Sensitive Information
9	Schedule 4.3 – Notified Key Sub-contractors
10	Schedule 4.4 – Third Party Contracts
11	Schedule 5 – Software
12	Schedule 6.1 – Implementation Plan (including completed Annex 1 – Outline Implementation Plan and Annex 2 – Activity and Resource Plan)
13	Schedule 6.2 – Testing Procedures
14	Schedule 8.1 – Governance (only completed paragraph 10.2 and Annex 1 – Service Management Board)
15	Schedule 8.2 – Change Control Procedure
16	Schedule 8.3 – Dispute Resolution Procedure (only completed paragraph 4.1)
17	Schedule 8.4 – Reports and Records Provisions (Including Completed Annex 1 – Transparency Reports)
18	Schedule 8.5 – Exit Management (including Annex 1 – Exit Plan)
19	Schedule 8.6 – Business Continuity and Disaster Recovery (including Annex – BCDR Plan)
20	Schedule 9.1 – Staff Transfer (Including Annex – List of Notified Subcontractors)
21	Schedule 9.2 – Key Personnel
22	Schedule 10 – Guarantee
23	Schedule 11 – Processing, Personal Data and Data Subjects (only completion of paragraph 1.2)
24	Schedule 13 – Collaboration Agreement

APPENDIX C – LEGAL EVALUATION TEMPLATE

Bidder

DS SUBMISSION – Legal Evaluation

NO.	CLAUSES AND SCHEDULES		
1	Clauses 5 (save for 5.5(c)(i) and (ii), 7, 9, 20, Schedule 2.3 (Standards), Schedule 3 (Authority Responsibilities) and Schedule 6.1 (Implementation Plan)		
	Clause/Paragraph Number	Text of the clause/paragraph marked up to highlight the text that the Participant proposes to be inserted and/or deleted	Commentary clearly referencing and justifying each amendment made to the contractual documentation by the Participant in its mark-up. In addition, sufficient explanation should be provided to allow the Authority to understand the reason why such amendment has been proposed. Where an amendment is proposed on the basis that it will offer greater value for money, Participants are required to set out the likely effect on pricing, if such amendment were not to be agreed by the Authority.

NO.	CLAUSES AND SCHEDULES		
2	Clauses 3, 21, 23, 25, 31, Schedule 2.5 (Insurance Requirements), Schedule 8.5 (Exit Management), Schedule 9.1 (Staff Transfer) and Schedule 10 (Guarantee)		
	Information as per 1 above	Information as per 1 above	Information as per 1 above
3	Clauses 5.5(c)(i) and (ii), 17, 19A, 19B and Schedule 5 (Software)		
	Information as per 1 above	Information as per 1 above	Information as per 1 above
4	All other Project Agreement clauses and schedules that are permitted to be marked up and not listed above.		
	Information as per 1 above	Information as per 1 above	Information as per 1 above

NO.	CLAUSES AND SCHEDULES		
5	Details of proposed mark-ups to Clauses and Schedules that it is not envisaged Bidder's will be able to mark up as part of their Final Tender (and hence aren't evaluated) but that Bidder's would like the Authority to have regard to as part of the Dialogue Process. Bidders should note the provisions of Sections 2.3 and 3.5 of this ICD Volume 1 Part 2 (Evaluation Methodology)		
	Information as per 1 above	Information as per 1 above	Information as per 1 above

APPENDIX D – CHECKLIST OF SECTIONS OF DRAFT PROJECT AGREEMENT THAT CAN BE MARKED UP AS PART OF INITIAL LEGAL SUBMISSION AND LEGAL SUBMISSION AT DS STAGE

Clause / Schedule	Permitted to Change
1 DEFINITIONS AND INTERPRETATION	N
2 DUE DILIGENCE	N (subject to discussion on reliance information)
3 WARRANTIES	Y
4 SCOPE AND TERM OF AGREEMENT	N
5 SERVICES	Y
6 IMPLEMENTATION	N
7 PERFORMANCE INDICATORS	Y
8 SERVICES IMPROVEMENT	N
9 EQUIPMENT AND MAINTENANCE	N
10 FINANCIAL AND TAXATION MATTERS	N
11 GOVERNANCE	N
12 RECORDS, REPORTS, AUDITS & OPEN BOOK DATA	N
13 CHANGE	Y
14 SUPPLIER PERSONNEL	Y
15 SUPPLY CHAIN RIGHTS AND PROTECTIONS	Y
16 INTELLECTUAL PROPERTY RIGHTS	N
17 LICENCES GRANTED BY THE SUPPLIER	Y

Clause / Schedule	Permitted to Change
18 LICENCES GRANTED BY THE AUTHORITY	N
19 IPRs INDEMNITY	N
19A OPEN SOURCE PUBLICATION	Y
19B ESCROW	Y
20 AUTHORITY DATA AND SECURITY REQUIREMENTS	N
21 CONFIDENTIALITY	Y
22 TRANSPARENCY AND FREEDOM OF INFORMATION	N
23 PROTECTION OF PERSONAL DATA	Y
24 PUBLICITY AND BRANDING	N
25 LIMITATIONS ON LIABILITY	Y (other than 25.1 to 25.7)
26 INSURANCE REQUIREMENTS	N
27 RECTIFICATION PLAN PROCESS	N
28 DELAY PAYMENTS	N
29 REMEDIAL ADVISER	N
30 STEP-IN RIGHTS	N
31 AUTHORITY CAUSE	Y
32 FORCE MAJEURE	N
33 TERMINATION RIGHTS	N
34 CONSEQUENCES OF EXPIRY OR TERMINATION	N
35 COMPLIANCE	Y
36 ASSIGNMENT AND NOVATION	Y

Clause / Schedule	Permitted to Change
37 WAIVER AND CUMULATIVE REMEDIES	N
38 RELATIONSHIP OF THE PARTIES	N
39 PREVENTION OF FRAUD AND BRIBERY	N
40 SEVERANCE	N
41 FURTHER ASSURANCES	N
42 ENTIRE AGREEMENT	N
43 THIRD PARTY RIGHTS	N
44 NOTICES	N (but details to be completed)
45 DISPUTES	N
46 GOVERNING LAW AND JURISDICTION	N
47 INEFFECTIVENESS	N
1. Definitions	Y
2.1 Services Description	N
2.2 Performance Levels	Y*
2.3 Standards	Y
2.4 Security Management	Y
2.5 Insurance Requirements	Y
3. Authority Responsibilities	Y*
4.1 Supplier Solution	N/A
4.2 Commercially Sensitive Information	Y
4.3 Notified Key Sub-contractors	Y

Clause / Schedule	Permitted to Change
4.4 Third Party Contracts	Y
5. Software	Y
6.1 Implementation Plan	Y
6.2 Testing Procedures	Y*
7.1 Charges and Invoicing	Y*
7.2 Payments on Termination	Y*
7.3 Benchmarking	Y*
7.4 Financial Distress	Y*
7.5 Financial Reports and Audit Rights	Y*
7.6 Anticipated Savings	Y*
8.1 Governance	N, save for 10.2 and Annex 1
8.2 Change Control Procedure	Y
8.3 Dispute Resolution Procedure	N, save for 4.1
8.4 Reports and Records Provisions	Y
8.5 Exit Management	Y
8.6 Service Continuity Plan and Corporate Resolution Planning	Y
8.7 Conduct of Claims	N
9.1 Staff Transfer	Y
9.2 Key Personnel	Y
10. Guarantee	Y

Clause / Schedule	Permitted to Change
11. Processing Personal Data	N, save for completion of 1.2
12. Social Considerations	N
13. Collaboration Agreement	Y*
14. Additional Services	N

* While these Schedules are permitted to be marked up as part of Bidder’s Initial Legal Submission and Legal Submission at DS Stage, it is not envisaged that any mark-ups will be permitted at Final Tender stage. See section 3.5 above for more details.

APPENDIX E – AC13 SOCIAL VALUE (AWARD CRITERION)

As outlined at clause 3.1 of Schedule 12 Social Value Schedule, the Supplier must deliver a minimum of 100 Social Value points for every £1 million (and pro-rata) in invoiced value, capped at an averaged contract value of £3 million per annum.

For the purposes of evaluation, tenderers should submit their responses based on a minimum indicative value of 4,500 social value points.

Tenderers are required to complete and submit with their tender response the Social Value Delivery Plan (excel spreadsheet) identifying which social value initiatives they will deliver to fulfil the 4,500 social value points and answer the following question:

How will you deliver the Social Value Initiatives within your completed Social Value Delivery Plan as outlined in Schedule 12?

Your answer should address the following:

- Timescales for delivery of the social value requirements;
- The resources, both internal and external, you will use to plan and deliver the social value requirements including description of their involvement (this should include details of suppliers in your supply chain);
- The activities you will undertake to deliver the social value initiatives selected within your completed Social Value Delivery Plan and how you will undertake these activities. This should include, how you will engage with key stakeholders (e.g. the Authority, social value beneficiaries, organisations within the voluntary, community and social enterprise sector etc.);
- Confirmation that the planned activities are additional to activities your organisation already undertakes; and,
- How you will monitor and report on the delivery of the social value requirements and address any performance issues, including any contingency plans.
- Assurance that you will deliver the minimum mandatory requirements listed in the Social Value Points Matrix within clause 4.1 as part of the overall social considerations requirement set out in clause 3.1 of Schedule 12.

Your answer should be no more than 10 sides of one A4 page and should be in Arial font, size 12. Should a tenderer exceed the page limit permitted, any information provided beyond the page limit permitted may not be considered for evaluation purposes.

Please note, the Social Value Delivery Plan (excel spreadsheet) must be completed and submitted as part of your tender response. Bidders must only complete the cells highlighted in yellow within the Social Value Delivery Plan. Any additional information included by Tenderers within the Social Value Delivery Plan will not be evaluated as part of your tender response. Bidders will only be permitted to upload one document in response to this criterion. In order to submit your Social Value written response and upload your Social Value Delivery Plan (Excel Spreadsheet Bidders must Zip both documents into a single file.



Land &
Property
Services
Seirbhísi
Talún agus
Maoiné



Department of
Finance
An Roinn
Airgeadais