



Niteworks R Industry Day Clarification Questions and Responses

Q1. What is to be discontinued from Niteworks 3 (NW3)?

A1. Niteworks R (NW(R)) is an evolution of NW3 and is a consequence of the changing Defence landscape. NW(R) has to work in a different way to achieve the intended outcomes. The intent is to take a fresh look at what is important to MOD and therefore what is required under NW(R) rather than look back to NW3. In simple terms, MOD continues to require an intelligent supplier with industry perspective able to put the right pan-industry teams together to tackle complex problems. The Niteworks service will continue to provide a challenge to traditional Defence Enterprise thinking whilst generating evidence for use by decision makers.

Q2. The tasking process looks the same, what is different to the NW3 tasking process?

A2. Scoping of the task is currently carried out by the NW3 Core Service Provider but under NW(R) it will be carried out by the DE&S S&EQT customer interface team made up of both DE&S and FLC funded military and civilian staff. DE&S has set up the customer interface team to maximise coherence in evidence generation and integration by assessing the most appropriate route to market for each decision support task. The NW(R) Core Service Provider will be consulted during the scoping process to assist in shaping the task for deliverability.

Q3. How is evidence to be shared and exploited outside of Niteworks to other teams, Government organisations and manufacturers?

A3. The evidence generated from NW(R) will need to be integrated with the outputs of other services and made easily available to all stakeholders with a legitimate interest. To achieve this and to ensure that evidence is not stove-piped within Defence will require a coordinated Information Knowledge Management (IKM) effort from the NW(R) Core Service Provider and the MOD. On a task basis, previously generated information can be requested as GFX for the Authority to consider. Bidders are welcome to suggest means to achieve knowledge sharing both into and out of Niteworks.

Q4. Has MOD extracted itself from the partnership and intends to have a transactional relationship with the Core Service Provider?

A4. While an element of the relationship with the Core Service Provider needs to be transactional, MOD will remain an active member of the Niteworks partnership. The Core Service Team will continue to comprise members from MOD civilian staff (the inclusion of Military staff is under review) and Industry.

Q5. Is the MOD asking for innovation as the tasking process looks to have been already decided?

A5. The first part of the NW(R) tasking process is considered to be innovative as it will be led by MOD with Niteworks providing support to understand and shape the question posed within the task. It is recognised that putting in place improved IKM will facilitate this process. The ITN will set out which areas MOD are looking for innovation and negotiation.

Q6. How will NW(R) differ from the Engineering Delivery Partner (EDP)?

A6. The EDP is focused on bringing people in to MOD whereas NW(R) is looking externally to seek objective evidence generation capabilities.

Q7. Will the Customer Interface comprise purely of Crown servants and therefore be unable to challenge customer thinking out of deference to seniors?

A7. The Customer Interface team will be made up of both military and civilian staff and will build upon the robust relationship that the DE&S S&EQT team already have with the customer community. DE&S S&EQT are well placed to challenge customer thinking through having a pan-domain, cross cutting perspective on Defence. The Niteworks partnership will have an opportunity to add further challenge in supporting the task scoping process.

Q8. Why can't MOD put together a Core Team to deliver NW(R)?

A8. MOD does not have the in-house skills to cover the broad areas within the NW(R) remit- this will be explained further in the ITN with the release of the Service Catalogue which sets out the areas NW(R) will cover. The MOD also requires the expertise of industry and academia in scoping the work and selecting the best team to deliver the task.

Q9. Has each contributing FLCs requested specific items or outputs from NW(R)?

A9. No. Although each FLC has contributed an equal amount of funding into NW(R) Core, they have not put limitations on how their share can be spent as it has been agreed that the funding 'pot' will be shared.

Q10. Is the Core Service Provider expected to provide a pre-defined team to contribute to the whole Service Catalogue?

A10. No. The Service Catalogue (to be released with the ITN) will set out broad areas which NW(R) will cover, it is not a set of defined tasks or teams. The Core Service Provider will be responsible for sourcing teams to cover specific areas within the Service Catalogue when approached by MOD to scope a task.

Q11. Will tenders be scored higher if they suggest the NW(R) service will be based close to a particular customer, for example close to the Royal Navy in Portsmouth?

A11. No. One of the areas bidders will be asked to submit innovative thinking on is the location or need of a physical location of NW(R) Core Team

Q12. What is the value of the contract?

A12. The advertised amount was within the bracket of £100- £250M for the full 5 years (3 years +1 +1 option years). This bracket is for both the Core Service provision and the tasks, therefore the Core element is significantly less than £100M.

Q13. Do bidders companies need to be over a certain financial size in order to tender?

A13. This was addressed in the Expression of Interest (EOI) stage. All companies who passed the EOI stage will not be subject to further thresholding regarding company turnover.

Q14. Will the Core Service Provider be expected to absorb the cost of task scoping?

A14. MOD is looking at options on how to address this. Bidders may be invited to suggest innovative solutions in their tenders; the ITN will set out how MOD will approach this subject.

Q15. Will there be NW3 tasks continuing in the gap in service provision between NW3 and NW(R)?

A15. The NW3 Core Service Provider contract will terminate on 31st March 2018. No new tasks will be placed under the contract. Where there are enduring requirements, these shall be looked at by MOD on a case-by-case basis and either deferred until the NW(R) contract is in place or other contractual routes will be sought.

Q16. Is the expectation that the partnership will transition to the NW(R) Core Service Provider or will the Core Service Provider be expected to set up a new partnership?

A16. MOD want the partnership to endure independent to the Core Service Provider. The Intellectual Property Rights (IPR) will be devised by the Authority and flowed out to the current partnership shortly before contract placement. The partnership IPR needs to be linked to the Core Contract therefore the agreements cannot be signed until the Core contract has been awarded. Separate IPR arrangements will be included in the Core Service Provider contract but they will be linked to the partnership's IPR arrangement. MOD is looking in to what can be done in the interim to keep the partnership together.

Q17. Who do we email to submit further clarification questions to?

A17. The project's Commercial team; Alicia.day705@mod.gov.uk and kate.ashby100@mod.gov.uk will accept questions up until **cop 9th Feb 2018**. Questions after this deadline must be submitted by bidders following the release of the ITN. No questions regarding the details to be contained within the ITN will be answered ahead of the release of the ITN.

Q18. Will the existing partners be automatically transferred to the NW(R) contract, or will there be a new competition?

A.18 Current Partners will not automatically retain their position under NW(R).

The Niteworks partnership, currently referred to as the Niteworks Group, and the NW(R) contract will be separate entities.

The current contractual relationship between the Authority and the NW3 Core Service Provider will cease on 31 March 2018. Similarly, all IPR agreements between the NW3 Core Service Provider, Niteworks partners and associates and the Authority will cease on 31 March 2018.

To share information after this date, new IPR agreements between members of the Niteworks Group and the MOD will need to be in place. The IPR agreements cannot take effect until the NW(R) contract is placed. The Authority will release a draft version of the new IPR agreements with the ITN.

The MOD will issue draft IPR agreements to all NW3 partners and associates and will place a notice on the Niteworks website to advise any other companies wanting to be involved in the Niteworks Group to contact the Authority.

Companies will be required to sign an IPR agreement with MOD and a subcontract with the Core Service Provider before they can take on tasking work under the NW(R) contract. Members of the Niteworks Group will only be contractually linked to the NW(R) contract via a standard subcontract relationship with the NW(R) Core Service Provider.

Q.19 What will it take to be part of the Niteworks Group?

A.19 The Authority will release details of its criteria for joining the Niteworks Group with the ITN.

Q20. Will there be new T's & C's for partners?

A20. [Please see A19]

Each member of the Niteworks Group will sign a new IPR agreement with MOD once the NW(R) contract has been awarded. The aim of the new IPR agreement will be the same as for those in place for NW3 in that company background information will be protected and foreground IPR generated during NW(R) will be MOD owned and shared within the Niteworks community as appropriate.

It will be the Core Service Provider for NW(R)'s responsibility to ensure subcontracts are in place to allow Niteworks tasks to be carried out. MOD Terms and Conditions which are required to be flowed down from the NW(R) contract will be included within the ITN. The details of other Terms and Conditions between the Core Service Provider and their subcontractors will not be known to the Authority.

Q21. What is the maximum number of incumbent staff that may fall within TUPE considerations?

A21. The Authority is unable to comment on TUPE at this stage due to on-going discussions with the NW3 Core Service Provider. The ITN will set out the TUPE position.

Q22. Are staff under TUPE consideration all located currently in the same place, and where?

A22. [Please see A21]

Q23. Please clarify the scale of the current core framework management costs, such as proportion between IT services and staff costs; are all core costs fixed or proportionate to the volume of study business?

A23. The details requested above regarding the NW3 contract costs are commercially sensitive and therefore will not be released. However, the Authority is looking to contract for the NW(R) requirement, therefore even if details of NW3 could be released, they would not be irrelevant in assisting bidders create their tenders for the NW(R).

The NW(R) ITN will contain an output-based service description and therefore will provide bidders with scope for innovation in their tenders.

Q24. Can you confirm that there will be no PQQ stage before the ITN is issued in April?

A24. The Authority confirms there will be no PQQ stage before the ITN is released.

Q25. Will the Niteworks partnership be open to new members?

A25. Yes. The Authority anticipates the Niteworks Group membership will evolve over time.

Q26. Will all members of the Niteworks Partnership be invited to bid for all tasks and have access to outputs from all tasks?

A26. The Core Service Provider will determine the specifics on how they intend to source expertise for each task, although the default position will be to use a competitive means when inviting bids. The Authority is considering options on how best to share outputs to tasks.

If the position of the Authority changes on any of the points mentioned above ahead of ITN release and the Authority deem it necessary to advise bidders of the changes, an updated version of this document shall be issued.