**DEFFORM 47 – ITT for** **Provision of Aviation MEDEVAC and Ground Ambulance Support to Training for BATUK – Lot 1**

**CT # 700322316**

This invitation consists of the following documentation:

* **DEFFORM 47 - Invitation To Tender.** The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
	+ **Section A - Introduction**

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			* [Appendix C to Annex A to Schedule 2 of SC2 –](https://modgovuk.sharepoint.com/%3Aw%3A/r/teams/9776/03Ltd/03030230Ltd/0303023004Ltd/20210322-Appendix_C_701548450_Sch2_Annex_A_Service_Provision_Report_FINAL_V2.0-O.docx?d=w47c07973ae464852b73af26a30b65dc5&csf=1&web=1&e=RGB8Tc)Aircraft Post-Crash Management (APCM)
			* Appendix D to Annex A to Schedule 2 of SC2 – BATUK MED Plan
			* Appendix E to Annex A to Schedule 2 of SC2 – Range Orders Kenya Chapter 4 – Part 4
			* Appendix F to Annex A to Schedule 2 of SC2 – DATIN-54
		- **Annex B to Schedule 2 of SC2 –** Tender Pricing
		- **Annex C to Schedule 2 of SC2** – Key Performance Indicators
	+ **Schedule 3 – Contract Data Sheet**
	+ **Schedule 4 – Contract Change Control Procedure**
	+ **Schedule 5 – Contractors Commercially Sensitive Information**
	+ **Schedule 6 – Hazardous Deliverables**
	+ **Schedule 7 - Timber & Wood Derived Products**
	+ **Schedule 8 – Acceptance Procedure**
	+ **Schedule 9 – Transfer Regulations (Exit)**
	+ **Schedule 10 - TUPE**
* **DEFFORM 111 - Appendix to Contract - Addresses and Other Information**
* **DEFFORM 539A Tenderer’s Commercially Sensitive Information Form**

**Section A - Introduction**

**Funding**

A1.       Funding has been approved

**DEFFORM 47 Definitions**

A2.      “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown.

A3.      “Tenderer” means the economic operator or group of operators in the form of a consortium, including sub-contractors, who have been invited to submit a response to this Invitation to Tender.  Where “you” is used this means an action on you the Tenderer.

A4.      “Invitation to Tender” (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.

A5.      A “Tender” is the offer that you are making to the Authority.

A6.      “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements, if specified) and any associated technical data which the contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.

A7.      “Schedule of Requirements” means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A8.       The “Statement of Requirement” details the technical requirements and acceptance criteria *Annex A to Schedule 2 of SC2 – Statement of Requirement* of the Contractor Deliverables.  The Statement of Requirement is attached at *Annex A to Schedule 2 of SC2 – Statement of Requirement*

A9.      “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.

A10.   “Contract Conditions” means the attached conditions that will govern any resultant contract.

A11.   A “Third Party” is any person who is not an employee of the Authority or Tenderer, as defined at A3.

**Purpose**

A12.   The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority’s requirement.  This documentation explains and sets out the:

a.        tender process and timetable for the next stages of the procurement;

b.        instructions and conditions that govern this competition;

c.        information you must include in your Tender and the required format;

d.        administrative arrangements for the receipt and evaluation of Tenders; and

e.        Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.

A13.   The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A14.   This ITT has either been issued to all potential Tenderers that expressed an interest,

or has been issued to all potential Tenders chosen during the Tender selection stage listed on page 2 of this DEFFORM 47.

A15.   This Requirement was fully advertised.

**ITT Documentation and ITT Material**

A16.  ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.  ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.  ITT Documentation, ITT Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender.  You must:

1. take responsibility for the safe custody of the ITT Documentation and ITT

Material and for all loss and damage sustained to it while in your care;

1. not copy or disclose the ITT Documentation or any part of it to anyone

other than the bid team involved in preparing your Tender, and not use it except for the

purpose of responding to this ITT;

1. seek written approval from the Authority if you need to provide access to

any ITT Documentation or ITT Material to any Third Party;

1. abide by any reasonable conditions imposed by the Authority in giving its

approval under sub-paragraph A16.c, which at a minimum will require you to ensure

any disclosure to a Third Party is made by you in confidence.  Alternatively, due to IPR

issues for example, the disclosure may be made, in confidence, directly by the

Authority;

1. accept that any further disclosure of ITT Documentation or ITT Material (or

use beyond the original purpose), or further use of ITT Documentation or ITT Material,

without the Authority’s written approval may make you liable for a claim for breach of

confidence and / or infringement of IPR, a remedy which may involve a claim for

compensation;

1. inform the named Commercial Officer if you decide not to submit a Tender;
2. immediately return all ITT Documentation, ITT Material and derived

information of an unmarked nature, should you decide not to respond to this ITT, or

you are notified by the Authority that your Tender has been unsuccessful; and

1. consult the named Commercial Officer to agree the appropriate destruction

process if you are in receipt of ITT Documentation and ITT Material marked

‘OFFICIAL-SENSITIVE’ or ‘SECRET’.

A17.  Some or all of the ITT Documentation and ITT Material may be subject to one or more

confidentiality agreements made between you and either the Authority or a Third Party, for

example a confidentiality agreement established in the form of DEFFORM 94.  The

obligations contained in any such agreement will be in addition to, and not derogate from,

your obligations under paragraph A16 above.

**Tender Expenses**

A18.  You will bear all costs associated with preparing and submitting your Tender.  If the

Tender process is terminated or amended by the Authority, the Authority will not reimburse

you.

**Material Change of Control from Supplier Selection**

A19.  You must inform the Authority in writing if there is any material change in control,

composition or membership of your organisation and / or consortium members, including any

sub-contractors at any time during the procurement process.  This may affect your right to

stay in the competition.

**Contract Conditions**

A20. The Contract conditions can be found at the document entitled *Contract Conditions*

*– SC2 for 700322316*

 **Consultation with Credit Reference Agencies**

A21.     The Authority may consult with credit reference agencies to assess your creditworthiness.  This information may be used to support and influence decisions to enter into a contract with you.

**Other Information**

A22.  N/A

**Section B - Key Tendering Activities**

The key dates for this procurement are currently anticipated to be as follows:

| **Stage** | **Date and Time**  | **Initiated By** | **Submit to:** |
| --- | --- | --- | --- |
| Issue ITT | 01 July 2021 | The Authority | Via DSP portal |
| Final date for Clarification Questions / Requests for additional information | 29 July 2021 1100hrs BST | Tenderers | Via DSP portal |
| Final Date for Requests for Extension to return date | 29 July 2021 1100hrs BST | Tenderers | Via DSP portal |
| The Authority issues Final Clarification Answers  | 04 Aug 2021 1600hrs BST | The Authority | Via DSP portal |
| Tender Return | 09 Aug 20211100hrs BST | Tenderers | Via DSP portal |
| Tender Board | 10 Aug 2021 | The Authority | N/A |
| Tender Evaluation | 11 Aug – 06 Sep 2021 | The Authority | N/A |
| Standstill Period to Start | 16 Dec – 31 Dec 2021 | The Authority | N/A |
| Contract Award | 04 Jan 2022 | The Authority  | N/A |
| Transition Period | 04 Jan 2022 | Suppliers | N/A |
| Contract Commencement | 01 Apr 2022 | Suppliers | N/A |

**Notes**

1. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.
2. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavor to ensure that you have at least 10 working days to submit your Tender.
3. Negotiations are not permitted under the Open or Restricted Procedures.
4. The above dates are indicative and may be subject to change

**Section C - Instructions on Preparing Tenders**

**Tenders for Selected Contractor Deliverables**

1. The Authority reserves the right to reject all or part of your Tender where you have not tendered for all of the Contractor Deliverables.

**Construction of Tenders**

1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP. Prices must be Firm.
2. To assist the Authority’s evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

**Validity**

1. In accordance with F3 your Tender must be valid / open for acceptance for 150 calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

**Variant Bids**

1. Variant Bids. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority’s requirements as set out in the ITT Documentation. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.
2. The Authority can only evaluate Variant Bids during this competition where it was stated at the expression of interest stage that Variant Bids would be accepted. In these circumstances the Authority will give full and careful consideration to any permitted variant bids received. Any variant bid should, as far as possible, meet the attached Conditions of Tendering and Contract Conditions. Where you submit a variant bid, you are required to submit two Tenders, one against the Statement of Requirement and one variant bid. The standard Tender must meet the ‘minimum’ tender evaluation criteria as set out in Section D (Tender Evaluation), and must be submitted in accordance with the Conditions of Tendering. Variant bids will be evaluated in accordance with the tender evaluation criteria as set out in Section D (Tender Evaluation) and must be submitted in accordance with the Conditions of Tendering. **Variant Bids Will Not Be Accepted**

**Section D – Tender Evaluation**

D1. This section details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

D2. **The Tender Evaluation will be on the basis of:**

* The Value for Money Index

The Commercial and Technical Evaluation Teams will meet to discuss the results of the evaluations and to discuss prices. Received tenders will be evaluated using the ‘Value for Money Index’. This approach divides the total score of the non-cost (quality) criteria by the tender cost. It ranks tenders on the quality (represented by the non-cost score) for each £ (or £k or £m) of costs.

Using a VFM ratio (Non-Cost score / Price (£NPV)) gives the following results:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Tender | Non- Cost Score | Cost (£NPV) | VFM Index | Rank |
| A | 62 | 20 | 3.10 | 3 |
| B | 85 | 24 | 3.54 | 1 |
| C | 100 | 29 | 3.44 | 2 |

The highest VFM Index provides more ‘quality’/ non-cost score per £ and is therefore the winning tender.

**D4. Mandatory Criteria:**

|  |  |  |
| --- | --- | --- |
| Returns completed in *DEFFORM 47 Annex A (Offer)*  |  | PASS/FAIL |
| Technical Proposal to the *Annex B to DEFFORM47 – Technical Requirement of Response*  |  | Each question scored out of 10, in accordance with the scoring methodology detailed within the *Annex B to DEFFORM47 – Technical Requirement of Response* and at section D.9.2a of this document.  |
| Response to *Annex C to DEFFORM 47 – Insurance Requirement of Response*  |  | Pass/Fail, in accordance with the scoring methodology detailed within the *Annex C to DEFFORM 47 – Insurance Requirement of Response* and at section D.8 of this document. |
| SC2 Terms & conditions  |  | By submitting a Tender against this requirement, you thereby confirm acceptance of the Authority’s SC2 T&C’s as per the document entitled ‘*Contract Conditions – SC2 for 700322316* |
| *Annex B to Schedule 2 Statement of Requirement – Tender Pricing* Failure to Return a completed *Annex B to Schedule 2 Statement of Requirement – Tender Pricing* will result in the tender being found non-compliant – FAIL |  | PASS/FAIL |
| Failure to meet the mandatory criteria will result in your Tender being non-compliant. |

**D5. TENDER EVALUATION**

D5.1 Each bid will be subject to separate technical and commercial evaluations. These evaluations shall be performed simultaneously but independently from each other. The bids will be checked initially for completeness and compliance with the requirements of this ITT documentation. It is a fundamental requirement that each Tenderer provides a fully compliant bid as a standard bid. Any bids that are not fully compliant may be ruled out of the competition. **It is essential that the Technical submission must not contain any pricing information**.

**D.6 COMMERCIAL SUBMISSION**

D6.1 Tenders should consist of: -

Tenderers are to submit a Commercial submissions:

1. A completed and signed DEFFORM 47 Annex A (OFFER) (Pass/Fail). **This MUST**

**be signed by a Company Director.**

1. FIRM (non-variable) prices for all serials listed on the pricing document at

Annex B to Schedule 2 Statement of Requirement. The Contract Year totals are to be added together (as per the table in Annex B to Schedule 2 Statement of Requirement – Tender Pricing and the total contract value inserted into the DEFFORM 47 (Offer). That total price will be the price used to evaluate the requirement, scored in accordance with the methodology at paragraph D8.

1. Details of any assumptions or exclusions relating to the quoted FIRM Prices made

during compilation of their tender. The Authority may raise clarifications regarding the assumptions or exclusions and following the evaluation of the tenderer’s responses. If the Authority finds the Tenderer’s assumptions and/or exclusions and/or explanations unacceptable then the tender will be found non-compliant (Pass/Fail).

1. A signed Tenderer’s Commercially Sensitive Information Form provided at

Schedule 5 to SC2 (*700322316 SC2 Schedules*) to be completed and returned with the tender documentation. (Not scored).

1. Completed Hazardous Deliverables Form at Schedule 6 to SC2 (*700322316*

*SC2 Schedules*) to be completed and returned with the tender documentation. (Not scored).

1. Completed Timber & Wood Derived Products Form at Schedule 7 to SC2

(*700322316 SC2 Schedules*) to be completed and returned with the tender documentation. (Not scored).

1. Completed *Annex C to DEFFORM 47 – Insurance Requirement of Response.* (Pass/Fail)

**Failure to provide any of the required documentation will result in the tender being deemed non-compliant (Pass/Fail).**

**D.7 TECHNICAL SUBMISSION**

(**NO Pricing Information is to be submitted within the Technical Submission)**

Tenderers are to submit a Technical Submission:

1. A full proposal as detailed in *Annex B to DEFFORM 47 Technical Requirement of*

*Response* (scored in accordance with D.9 of this document *DEFFORM 47*).

1. Cyber Essentials has been assessed by the Authority using the Cyber Security Tool

– The risk level is N/A and the RAR Code is XUNT47A8

1. Assumptions – Tenderers are **not** permitted to submit assumptions relating to their

Technical Proposal. Any assumptions or dependencies will result in a tender being deemed Non-Compliant (It is the Tenderers responsibility to ensure they fully understand the requirement).

**D8. COMMERCIAL EVALUATION**

D8.1 Two Commercial Officers will evaluate the commercial submission independently of each other and then jointly. In the event of disagreement, the Chief Commercial Evaluator will decide the joint score.

D8.2 The Commercial Evaluation will be undertaken by representatives from the appointed MOD Commercial Branch who are responsible for checking compliancy against the Terms and Conditions of Contract. **Tenderer’s are to note that non-agreement of the Terms and Conditions may result in them being ruled out of the competition.** There are no scores associated with this element.

D8.3 The exception to this would be if what the Authority considers an unrealistically priced bid is received which would attract further investigation and, if not resolved, possible rejection.

D8.4 Evaluation of the submission will include:

1. A completed and signed DEFFORM 47 Annex A (OFFER) (Pass/Fail). **This MUST**

**be signed by a Company Director.**

1. FIRM (non-variable) prices for all serials listed on the pricing document at

Annex B to Schedule 2 Statement of Requirement. The Contract Year totals are to be added together (as per the table in Annex C to Schedule 2 Statement of Requirement – Tender Pricing and the total contract value inserted into the DEFFORM 47 (Offer). That total price will be the price used to evaluate the requirement, scored in accordance with the methodology at paragraph D8.

1. Details of any assumptions or exclusions relating to the quoted FIRM Prices made

during compilation of their tender. The Authority may raise clarifications regarding the assumptions or exclusions and following the evaluation of the tenderer’s responses. If the Authority finds the Tenderer’s assumptions and/or exclusions and/or explanations unacceptable then the tender will be found non-compliant (Pass/Fail).

1. A signed Tenderer’s Commercially Sensitive Information Form provided at

Schedule 5 to SC2 (*700322316 SC2 Schedules*) to be completed and returned with the tender documentation. (Not scored).

1. Completed Hazardous Deliverables Form at Schedule 6 to SC2 (*700322316*

*SC2 Schedules*) to be completed and returned with the tender documentation. (Not scored).

1. Completed Timber & Wood Derived Products Form at Schedule 7 to SC2

(*700322316 SC2 Schedules*) to be completed and returned with the tender documentation. (Not scored).

1. Completed *Annex C to DEFFORM 47 – Insurance Requirement of Response.* This will be scored in accordance with the evaluation criteria listed within the document. Any score below an 8 will constitute as a FAIL (Score of 6, 4 or 0 = FAIL) and your Tender will not be considered further.

**Failure to provide any of the required documentation will result in the tender being deemed non-compliant (Pass/Fail).**

**D9. TECHNICAL EVALUATION (Technical)**

D9.1 The Technical evaluation shall account for the Technical elements of the tender.

D9.2 The Technical Evaluation panel will consist of at least 2 subject matter experts

including a Chairperson. They will score each tender independently in the first instance and

then the Chairperson will convene a meeting to collate their individual scores. Where their

individual scores differ from each other, the Evaluation panel will agree a moderated mark.

That resultant mark will be that which is used to determine the final technical score. Evaluation

of the submissions will be as follows:

Evaluation of the Tenderers submission to the *Annex B to DEFFORM 47 – Technical Requirements of Response*. The definitions of the possible scores are as follows:

|  |  |  |
| --- | --- | --- |
| **Classification** | **Score** | **Description** |
| Outstanding response (fully compliant, with some areas exceeding requirements) | 10 | Submission sets out a robust solution (as for an 8 score) and, in addition, provides or proposes additional value and/or elements of the solution which exceed the requirements in substance and outcomes in a manner acceptable to the contracting authority; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources not only to deliver the requirements, but also exceed it as described.Low/no risk solution for the contracting authority. |
| Fully satisfactory /very good response (fully compliant with requirements). | 8 | Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.Low/no risk solution for the contracting authority. |
| Satisfactory and acceptable response (compliant with no major concerns) | 5 | Submission sets out a solution that largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some relevant evidence) provided to support the solution; minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.Medium, acceptable risk solution to the contracting authority. |
| Partially acceptable response (one or more areas of major weakness) | 2 | Weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the tenderer will be able to provide the services and/or some reservations as to the tenderer’s solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.May represent a high risk solution for the contracting authority. |
| Unsatisfactory response (potential for some compliance but very major areas of weakness) | 1 | Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements: little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate that the tenderer will be able to provide the services and/or considerable reservations as to the tenderer’s proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.Would represent a very high risk solution for the contracting authority. |
| No response (complete non-compliance) | 0 | No response at all or insufficient information provided in the response such that the solution is totally un-assessable and/or incomprehensible. |

1. Tenderers must, as a minimum, have a Cyber Essentials Certificate, or

demonstrate to the satisfaction of the Authority that the organisation meets the requirement of the Cyber Essentials, as verified by an independent third party. Tenderers are to access the following website: <https://supplier-cyber-protection.service.gov.uk/> and use the reference no: XUNT47A8 to complete a questionnaire for this procurement prior to contract award. The Authority will access this website prior to contract award to confirm tenderers’ cyber security status / certification.

1. Assumptions – Tenderers are **not** permitted to submit assumptions relating to their

Technical Proposal. Any assumptions or dependencies will result in a tender being deemed Non-Compliant (FAIL).

D9.3. The technical evaluators will score the tender independently of each other using the

Technical Criteria as detailed in *Annex B to DEFFORM 47 – Technical Requirements of*

*Response*.

D9.4. Following completion of the individual independent evaluations, the Technical Team

will meet to collate their individual scores to identify a final score for each response. Where

the evaluators’ scores differ, the Technical Teams will discuss their individual evaluation

findings/score to agree a moderated score. Should a consensus score not be agreed then

the Chairman’s decision will be final.

D9.5 Please note: For Evaluation purposes the Tenderer is expected to provide a response to each serial under the Technical Envelope on the DSP.

Evaluators will not use information provided anywhere else when evaluating against each serial.

D9.6. There may be occasions where, despite scoring high marks in the Technical

Evaluation generally, failure to meet the minimum Technical score in accordance with the

Technical criteria indicated above at D9.3, *Annex B to DEFFORM 47 – Technical*

*Requirements of Response* will render the bid non-compliant. Therefore, the Tenderer could

be ruled out of the competition on this basis.

**D.10 COMBINED TECHNICAL AND COMMERCIAL EVALUATION**

D10.1. The Commercial and Technical Evaluation Teams will meet to discuss the results of

the evaluations and to discuss prices. The award for the requirement shall be made to the

Tenderer who is assessed as being fully commercially and technically compliant and achieves

the highest weighted value for money index.

D10.2. The Authority may refuse to consider any Tender which is incomplete or qualified in

any significant way.

D10.3. In the event of two or more Tenders being awarded exactly the same winning total, the

Authority shall choose the Tender with the highest Technical score. In the event that the

Technical scores are also exactly the same, the Authority reserves the right to request Best &

Final Offers from the Tenderers concerned.

**Section E – Instructions on Submitting Tenders**

**Submission of your Tender**

E1. Your Tender and any ITT Documentation must be submitted electronically via the

 Defence Sourcing Portal (DSP) by **1100hrs BST 09 Aug 2021**. The Authority reserves the right to reject any Tender received after the stated date and time.  Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority.

E2. You must ensure that there are no prices present in your unpriced copy. The Authority has the right to request, at its discretion, that any pricing information found in the unpriced copy is redacted in accordance with paragraph E3.

E3. The Authority may, in its own absolute discretion allow the Tenderer to rectify any

irregularities identified in the Tender by the Authority or provide clarification after the

Tender return date. For example, this may include, but is not limited to, redacting pricing

information in the unpriced copy of the tender, rectifying, or providing clarification in relation

to a corrupt or blank document. Tenderers will be provided with instructions via the DSP on

how they can correct such irregularities which must be completed by the deadline set. The

Authority will cross reference the amended Tender with the original Tender submitted to the

DSP before the Tender return date to ensure that no other amendments, other than in

relation to the specific irregularity/clarification communicated by the Authority, have been

made. Should Tenderers make additional amendments to the Tender other than those

relating to the specific irregularity/clarification communicated to the Tenderer by the

Authority, this will result in a non-compliant bid.

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact Army-Comrcl-Procure-Proj-Mailbox@mod.gov.uk if you have a requirement to submit documents above OFFICIAL SENSITIVE

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact Army-Comrcl-Procure-Proj-Mailbox@mod.gov.uk to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

E6. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to DSP with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications.

**Samples**

1. Where samples are required for evaluation purposes you must be prepared to submit

them without charge. You should clearly label samples with the following particulars:

1. your name and address;
2. the Tender Reference Number and due date for return of the Tender; and
3. the Description and Item Number as shown in the Schedule of Requirements.
4. You should send any samples to the named Commercial Officer after the Tender return

date.

1. The Authority may retain all samples for twelve (12) months from the Tender return date.

After this period, the Authority will destroy the samples unless you specifically state you require their return. The Authority may keep samples associated with a successful Tender indefinitely.

1. Samples that are consumed will not be returned.

Annex A to

Section E of 701548450 DEFFORM 47

**LOTS**

1. The requirement has been divided into the following lots:

**Lot 1** – **Provision of Aviation MEDEVAC and Ground Ambulance Support to Training for BATUK**

**Lot 2** – **Provision of Safe Operating environment Support to Training for BATUK**

1. Tenderers are invited to tender for all or any of the lots detailed above. Each Tenderer must submit one Tender in respect of each lot and for which it wishes to submit a Tender

3. The Tender must meet the Authority’s minimum requirements, operate as a standalone Tender and not be dependent upon any other Tender or any other factors external to the Tender itself, that is each Tender must be capable of being accepted by the Authority in its own right.

**Section F – Conditions of Tendering**

* 1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to any offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. The Authority reserves the right to:
		1. seek clarification or additional documents in respect of a Tenderer’s submission;
		2. visit your site;
		3. disqualify any Tenderer that does not submit a compliant Tender in accordance

with the instructions in this ITT;

* + 1. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender,

expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;

* + 1. re-assess your suitability to remain in the competition, for example where there is

a material change of control from supplier selection;

* + 1. withdraw this ITT at any time, or re-invite Tenders on the same or any alternative

basis;

* + 1. re-issue this ITT on a single source basis, in the event that this procurement

does not result in a ‘competitive process’ as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and / or the Single Source Contract Regulations 2014;

* + 1. choose not to award any contract as a result of the current procurement process;
		2. award a contract for some of the Contractor Deliverables, unless you specifically

oppose this in your Tender or state any minimum order quantities; and / or:

* + 1. ask for an explanation of the costs or price proposed in the tender where the

tender appears to be abnormally low.

* 1. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C4 and subject to paragraph F3.
	2. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C4. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings are instigated, challenging the award of the contract, prior to entry into contract, it is a condition of this ITT that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

**Conforming to the Law**

* 1. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.
	2. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

**Bid Rigging and Other Illegal Practices**

* 1. You must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

**Conflicts of Interest**

* 1. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision. There may be instances where it is essential that you do not have a Conflict of Interest (COI).
	2. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:
		1. manner of operation and management;
		2. roles and responsibilities;
		3. standards for integrity and fair dealing;
		4. levels of access to and protection of competitors sensitive information and

Government Furnished Information;

* + 1. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
		2. the Authority’s rights of audit; and
		3. physical and managerial separation.

Should your Tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.

**Government Furnished Assets**

* 1. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

**Standstill Period**

* 1. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORM 158 is sent. Where this is not a working day, it extends to midnight at the end of the next working day.

**Publicity Announcements**

* 1. The Authority will publish notification of the contract and shall publish contract

documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition between suppliers. You should complete and return DEFFORM 539A as explained in the DEFFORM 47 Annex A and associated Appendix 1.

* 1. If you wish to make a similar announcement, you must seek approval from the named

Commercial Officer.

* 1. Under no circumstances should you confirm to any Third Party the Authority’s

acceptance of an offer of contract prior to either informing the Authority of your acceptance or

the Authority’s announcement of the award of contract, whichever occurs first.

**Sensitive Information**

* 1. All Central Government Departments and their Executive Agencies and Non

Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information (FOI) requests.

* 1. For these purposes, the Authority may share within Government any of the

Contractor’s documentation / information (including any that the Contractor considers to be confidential and / or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the competition process.  This allows the MOD to share information with other Government Departments while complying with our obligations to maintain confidentiality.

* 1. The Authority reserves the right to disclose on a confidential basis any information it

receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT/ITN) to any third party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer’s Tender. In providing such information the Tenderer consents to such disclosure.

**Reportable Requirements**

* 1. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a

Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you attach the relevant information.

* 1. Failure to complete this part of the Annex in full makes your Tender non-compliant.

Additional information provided in response to Appendix 1 may be used to support the

Authority’s evaluation of your tender, as detailed in Section D.

* 1. If you are an overseas Contractor and your Tender is successful you will be required to

provide the name and address of your bank and the relevant bank account number on contract award.

**Specific Conditions of Tendering**

* 1. Not Applicable