



Ministry
of Defence

[Information Redacted]
Commercial Manager
DGM PT, Fir 1C #4110
MoD Abbey Wood
Bristol, BS34 8JH.

Tel: [Information Redacted]
Email: [Information Redacted]

Your Reference:
DGM/1924

Our Reference:
DGM/1924

Date: 10/08/2022

Dear Sir/Madam,

Invitation To Tender (ITT) Reference No. DGM/1924 - Supply of 12.7mm Armour Piercing Incendiary (API) Ammunition

You are invited to tender for the Supply of 12.7mm Armour Piercing Incendiary (API) Ammunition in competition in accordance with the attached documentation.

The requirement is for the manufacture and delivery of a suite of 12.7mm Armour Piercing Incendiary (API) natures that will be used by generalist and specialist users throughout the spectrum of operations and training, as set out in the draft Contract Schedule of Requirements (Schedule 2) and associated Technical Documentation.

The anticipated date for the contract award decision is November 2022, please note that this is an indicative date and may change.

You must submit your Tender to the Defence Sourcing Portal by 30th September 2022 at 12.00 BST.

Please confirm receipt of this tender by email to [Information Redacted]

Yours faithfully,

[Information Redacted]
DGM Commercial Manager
Defence General Munitions Project Team

Invitation to Tender

For

DGM/1924

**Supply of 12.7mm Armour Piercing Incendiary
(API) Ammunition**

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Contents

This Invitation to Tender sets out the requirements that Tenderers need to meet to submit a valid Tender. It also contains the draft Contract, further related documents and forms and sets out the Authority's position with respect to the competition.

This invitation consists of the following documentation:

DEFFORM 47 – Invitation to Tender. The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:

Section A – Introduction	Page 3
Annex A to Section A – Tender Security Aspects Letter	Page 9
Section B – Key Tendering Activities	Page 13
Section C – Instructions on Preparing Tenders	Page 15
Section D – Tender Evaluation	Page 16
Annex A to Section D – Commercial Evaluation Criteria	Page 20
Annex B to Section D – Mandatory and Further Technical Criteria	Page 22
Annex C to Section D – Tender Evaluation Marking Scheme	Page 26
Annex D to Section D – Social Value	Page 28
Section E – Instructions on Submitting Tenders	Page 35
Annex A to Section E – Variant Bids	Page 36
Section F – Conditions of Tendering	Page 37
DEFFORM 47 Annex A – Tender Submission Document (Offer)	Page A1

- Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declaration Returns

- Contract Documents (as per the contents table in the Terms and Conditions), Terms & Conditions and Contract Schedules, which includes the Schedule of Requirements (Schedule 2), the Statement of Requirements (Schedule 16) and any additional Schedules, Annexes and Appendices.

- DEFFORM 111 – Appendix to Contract – Addresses and Other Information
- DEFFORM 539A – Tenderer's Commercially Sensitive Information Form (Schedule 5 to the Contract);
- Statement of Good Standing (ref: 20220810_DGM1924_12.7API_StatementofGoodStanding_OSC)
- The Technical Evaluation Criteria (ref: 20220810_12.7mm_Technical_Criteria_V1.0.docx) which incorporates the Mandatory Technical Evaluation Criteria and Further Technical Evaluation Criteria. The documents provide background information, aims, testing methodologies, the Authority's evidence requirements (including suggested formats of evidence), and the Authority's scoring scheme for each criterion.
- Security Conditions as per Annex A to Schedule 17 in the Contract Schedules

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Section A – Introduction**DEFFORM 47 Definitions**

In this ITT the following words and expressions shall have the meanings given to them below:

A1. “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.

A2. “Compliance Regime” is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.

A3. “Conditions of Tendering” means the conditions set out in this DEFFORM 47 that govern the competition.

A4. A “Consortium Arrangement” means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.

A5. “Contract” means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.

A6. “Contract Terms & Conditions” means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.

A7. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificate(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.

A8. “Cyber Security Model” means the model defined in DEFCON 658.

A9. “Defence Sourcing Portal” means the electronic platform in which Tenders are submitted to the Authority.

A10. “Government Furnished Information” means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.

A11. “ITT Documentation” means this ITT and 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.

A12. “ITT Material” means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.

A13. “Schedule of Requirements” (Section 1 in Terms and Conditions, Schedule 2 in Standardised Contracting Template 1B (SC1B) or Schedule 2 in Standardised Contracting Template 2 (SC2)) 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

A14. The “Statement of Requirement” (Schedule 16) means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A15. A “Sub-Contractor” means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

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A16. A “Sub-Contracting Arrangement” means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

A17. A “Tender” is the offer that you are making to the Authority.

A18. “Tenderer” means the economic operator submitting a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.

A19. A “Third Party” is any person (including a natural person, corporate or unincorporated body (where or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

Purpose

A20. The purpose of this ITT is to invite you to submit a Tender, in accordance with the instructions set out in this ITT, to propose a solution and best price to meet the Authority’s requirement. This documentation explains and sets out the:

- a. Time for the next stages of the procurement;
- b. Instructions, conditions and processes that governs this competition;
- c. Information you must include in your Tender and the required format;
- d. Arrangements for the receipt and evaluation of Tenders;
- e. Criteria and methodology for the evaluation of Tenders; and
- f. Contract Terms & Conditions.

A21. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance and/or precedence.

A22. This requirement was advertised by the Authority in Find a Tender, dated 18th May 2022, under Notice Number 2022/S 000-013354 and Notice Reference 2022-041541.

A23. This ITT is subject to the Defence and Security Public Contracts Regulations 2011.

A24. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage under the Restricted procedure.

A25. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the DSP.

A26. Funding has been approved for this requirement.

ITT Documentation and ITT Material

A27. 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:

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;

not copy or disclose the ITT Documentation or ITT Material 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;

seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;

abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A27.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;

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

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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;

inform the named Commercial Officer if you decide not to submit a Tender;

immediately confirm destruction of (or in the case of software, that it is beyond use) 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

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'.

A28. 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 A27 above.

Tender Expenses

A29. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

Consortia and Sub-Contracting Arrangements

A30. The Authority requires all Tenderers to identify whether any and-or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

Material Change of Control

A31. You must inform the Authority in writing as soon as you become aware of:

- a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;
- b. any material adverse change in your circumstance which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health and that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or
- c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and
- d. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:
 - i. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;
 - ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;
 - iii. the intended division of allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and
 - iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

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A32. If a change described in paragraph A31 occurs, the Authority may reassess you against the PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to proceed with the procurement.

A33. In relation to a change described in paragraph 31, as far as is reasonably practicable, you must discuss any such proposed change with the Authority before they occur and you must additionally highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to the conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement.

A34. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspect of its responses to the PQQ if:

- a. it fails to re-submit to the Authority the updated relevant section of its PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than 20 business days following request from the Authority; or
- b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

Contract Terms & Conditions

A35. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via the [Knowledge in Defence \(KiD\)](#) website.

A36. Standardised Contract 2 (SC2) conditions are attached.

A37. All of the Ammunition Contractor Deliverables supplied under the Contract DGM/1924 will be subjected to a Safety and Suitability for Service (S3) Qualification Programme to prove their Safety and Suitability for Service by a Third Party. Further information pertaining to the tests are included in Schedule 16 to the Contract Documents. Tenderers shall be required to work with the Contractor conducting the S3 Qualification Programme to ensure that Contractor Deliverables are delivered by the specified date (if required) to conduct the qualification and provide cooperation during the trials to ensure that the natures are successfully qualified.

A38. Condition 45.2 of the Terms and Conditions states the rights of the Authority and the Tenderer's obligations in the instance where ammunition fails to achieve Safety and Suitability for Service.

Other Information

A39. The Armed Forces Covenant

- a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.
- b. The Covenant is based on two principles:

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- i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

- c. [The Armed Forces Covenant](#) provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.
- d. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management
Ministry of Defence
Holderness House
51-61 Clifton Street
London
EC2A 4EY

- e. Paragraphs A39a to A39d above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

A40. Tender Security Aspects

The Security Aspects Letter for this Tender DGM/1924 is set out at Annex A to Section A.

A41. Contract Government Furnished Assets

The Authority may provide Government Furnished Assets that the Tenderer may reasonably require in the performance of the Contract. The list of Government Furnished Assets that may be supplied under the Contract is contained at Schedule 14.

In the event that the Tenderer requires the provision of any of the Government Furnished Assets set out at Schedule 14, Tenderers should submit a completed Schedule 14 with their Tender submission for the Authority's consideration. If no Government Furnished Assets are required, Tenderers must submit a nil response with their tender submission.

A42. Tender Government Furnished Assets

The Authority may be able to offer issue of Government Furnished Assets to Tenderers in support of tender submissions for the Technical Evaluation stages outlined at Section D. The Tender Government Furnished Assets that may be issued by the Authority include any combination of the following:

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[Information has been redacted]; and
Quantity one [Information has been redacted].

Prior to each Tender GFA loan period, the Authority will complete an inspection of the weapon system and the ancillaries to provide an Armourer's Inspection Report which will detail the condition of the items. Upon return, another inspection will be completed to confirm that all Tender GFA has been returned in a suitable condition.

The loan duration for Tender GFA shall be five (5) working days. Tenderers shall be responsible for the collection and return of the Tender GFA from the Authority's depot. Tenderers shall also be responsible for cleaning the Tender GFA prior to return to the Authority.

In the event that a Tenderer wishes to request that Tender GFA to be provided, a written request must be submitted to the Authority's Commercial Manager. The Tender GFA request shall contain:

Confirmation of the Tender GFA that is required for the loan;
Details of the proposed loan period, including the date of collection and return of Tender GFA;
The location(s) that the Tender GFA will be held for the duration of the loan period;
Written confirmation, supported by evidence of licences/certifications, that the Tenderer holds the necessary licenses required by the Tenderer's national law, regulations and legislation (including but not limited to, Section 5 licence);
Written confirmation that the Tenderer has a Suitably Qualified Experienced Personnel who will be responsible for operating the weapon system; and
Confirmation that appropriate insurances are held by the Tenderer to cover the Tender GFA that will be issued for the duration of the loan period.

Any request for Tender GFA shall be submitted by Tenderers no later than 15 working days prior to the issue date requested. If the Tenderer submits a written request with less than 15 working days' notice or without the full information contained at A43.e, the Authority reserves the right to reject the request and require the Tenderer to re-submit the request.

In the event that the Tender GFA is lost or stolen, or there are any attempts to steal from or break into the Tenderers armouries, ammunition stores or vehicles containing the Tender GFA during the loan period, the Tenderer shall immediately inform the SPO DSR-ACTO Office (SPODSRACTOOffice@mod.gov.uk) and the Warning, Advice and Reporting Point for DE&S (DESPSyA-WARP@mod.gov.uk). Further notification shall be submitted to the Authority's Commercial Manager and the consignor upon identification of loss or theft and should follow the procedures highlighted in their Section 5 documentation and licensing.

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Annex A to Section A – Tender Security Aspects Letter

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For the attention of tenderers

Defence General Munitions Project Team

[Information has been redacted]



[Information has been redacted]

[Information has been redacted]



Defence Equipment & Support

Fir 1c, #4110

MOD Abbey Wood

Bristol

Avon

BS34 8JH



Our Reference: DE&S

PT/DGM/7/27/2/09/03

10th August 2022

DGM COMPETITION FOR THE SUPPLY OF 12.7 MM ARMoured PIERCING INCENDIARY AMMUNITION [Applicable to Non UK Tenderers]

- On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced ITT that constitute classified material.
- Aspects that constitute classified material, including UK OFFICIAL-SENSITIVE for the purpose of DEFCON 660, are specified below. These aspects must be fully safeguarded. The enclosed "Security Conditions" (Annex A to Schedule 17) outlines the minimum measures required to safeguard UK OFFICIAL SENSITIVE assets and information.

SER	SECURITY ASPECTS	CLASSIFICATION
	Operational	
1	Key User Requirements (KURs)	UK OFFICIAL-SENSITIVE
2	User Requirements Document (URD)	UK OFFICIAL-SENSITIVE
3	In service date (ISD)	UK OFFICIAL-SENSITIVE
4	Association with other platforms/systems, proposed or existing	UK OFFICIAL-SENSITIVE
5	Shipping and movement	UK OFFICIAL-SENSITIVE LIMCIRC
	Commercial	
6	Business cases	UK OFFICIAL-SENSITIVE
7	Contract	UK OFFICIAL-SENSITIVE COMMERCIAL
8	Schedule of requirements	UK OFFICIAL-SENSITIVE
9	Contract costs quotes	UK OFFICIAL-SENSITIVE LIMCIRC
10	Statement of Work	UK OFFICIAL-SENSITIVE
	Technical	
11	System Requirement Document	UK OFFICIAL-SENSITIVE
12	Energetic and non-energetic compositions	UK OFFICIAL-SENSITIVE COMMERCIAL

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13	Drawings, sketches, photographs, and specifications ¹ /descriptions which convey capability of the ammunition ²	UK OFFICIAL-SENSITIVE
14	Drawings, sketches, photographs, and specifications/descriptions which do not individually convey capability of the ammunition	OFFICIAL
15	All Up Round (AUR)	UK OFFICIAL-SENSITIVE
16	Integrated Test, Evaluation and Acceptance Plan (ITEAP)	UK OFFICIAL-SENSITIVE
17	ITEAP Technical Annex	UK OFFICIAL-SENSITIVE
18	Capability demonstrations and trials (contextual)	UK OFFICIAL-SENSITIVE LIMCIRC
19	Functional demonstrations and trials (non-contextual)	UK OFFICIAL-SENSITIVE LIMCIRC
20	Packaging drawings and specifications	UK OFFICIAL
21	Technical evaluation results/reports (contextual)	UK OFFICIAL-SENSITIVE
22	Technical evaluation results/reports (non contextual)	UK OFFICIAL-SENSITIVE
23	Technical publications ³	UK OFFICIAL-SENSITIVE
24	Safety and Environmental Case Report (SECR)	UK OFFICIAL-SENSITIVE

3. Measures must be taken to safeguard classified information and assets in accordance with applicable national laws and regulations. Your attention is drawn to the requirements of the Security Conditions. You should take all reasonable steps to make sure that all individuals employed on any work in connection with the ITT that have access to classified information and assets are aware of the protective requirements and that such requirements will continue to apply should the ITT be unsuccessful.

4. Will you please confirm that:

a. This definition of the classified aspects of the referenced Invitation to Tender has been brought to the attention of the person directly responsible for security of classified material.

b. The definition is fully understood.

c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]

5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6. Classified Information associated with this ITT must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully,

[Information has been redacted]

¹Including those of individual components and sub-components.

²Such as, but not limited to the external (to the weapon system) ballistic and terminal performance.

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DGM Project Team

Copy via email to:

[DES PSyA-SecurityAdviceCentre MULTIUSER\)](#)

[DSR-STInd \(MULTIUSER\)](#)

[Information has been redacted]

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For the attention of tenderers

[Information has been redacted]

[Information has been redacted]

[Information has been redacted]



Defence Equipment & Support
Fir 1c, #4110
MOD Abbey Wood
Bristol
Avon
BS34 8JH

Our Reference: DE&S
PT/DGM/7/27/2/09/03
10th August 2022

DGM COMPETITION FOR THE SUPPLY OF 12.7 MM ARMoured PIERCING INCENDIARY AMMUNITION [APPLICABLE TO UK TENDERERS]

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced ITT that constitute classified material.
2. Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition (Annex A to Schedule 17) outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

SER	SECURITY ASPECTS	CLASSIFICATION
	Operational	
1	Key User Requirements (KURs)	UK OFFICIAL-SENSITIVE
2	User Requirements Document (URD)	UK OFFICIAL-SENSITIVE
3	In service date (ISD)	UK OFFICIAL-SENSITIVE
4	Association with other platforms/systems, proposed or existing	UK OFFICIAL-SENSITIVE
5	Shipping and movement	UK OFFICIAL-SENSITIVE LIMCIRC
	Commercial	
6	Business cases	UK OFFICIAL-SENSITIVE
7	Contract	UK OFFICIAL-SENSITIVE COMMERCIAL
8	Schedule of requirements	UK OFFICIAL-SENSITIVE
9	Contract costs quotes	UK OFFICIAL-SENSITIVE LIMCIRC
10	Statement of Work	UK OFFICIAL-SENSITIVE
	Technical	
11	System Requirement Document	UK OFFICIAL-SENSITIVE
12	Energetic and non-energetic compositions	UK OFFICIAL-SENSITIVE COMMERCIAL
13	Drawings, sketches, photographs, and specifications ⁴ /descriptions which convey capability of the ammunition ⁵	UK OFFICIAL-SENSITIVE
14	Drawings, sketches, photographs, and specifications/descriptions which do not	OFFICIAL

¹Including those of individual components and sub-components.

²Such as, but not limited to the external (to the weapon system) ballistic and terminal performance.

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	individually convey capability of the ammunition	
15	All Up Round (AUR)	UK OFFICIAL-SENSITIVE
16	Integrated Test, Evaluation and Acceptance Plan (ITEAP)	UK OFFICIAL-SENSITIVE
17	ITEAP Technical Annex	UK OFFICIAL-SENSITIVE
18	Capability demonstrations and trials (contextual)	UK OFFICIAL-SENSITIVE LIMCIRC
19	Functional demonstrations and trials (non-contextual)	UK OFFICIAL-SENSITIVE LIMCIRC
20	Packaging drawings and specifications	UK OFFICIAL
21	Technical evaluation results/reports (contextual)	UK OFFICIAL-SENSITIVE
22	Technical evaluation results/reports (non contextual)	UK OFFICIAL-SENSITIVE
23	Technical publications ⁶	UK OFFICIAL-SENSITIVE
24	Safety and Environmental Case Report (SECR)	UK OFFICIAL-SENSITIVE

3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this ITT have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply should the ITT be unsuccessful.

4. Will you please confirm that:

a. This definition of the classified aspects of the referenced Invitation to Tender has been brought to the attention of the person directly responsible for security of classified material.

b. The definition is fully understood.

c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]

d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this ITT.

5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6. Classified Information associated with this ITT must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

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7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully,

[Information has been redacted]

DGM Project Team

Copy via email to:

[DES PSyA-SecurityAdviceCentre MULTIUSER](#)

[DSR-STInd \(MULTIUSER\)](#)

[Information has been redacted]

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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:
Final date for Clarification Questions / Requests for additional information	16 th September 2022, 12.00 BST	Tenderers	Information classified up to Official Sensitive should be submitted via Defence Sourcing Portal.
Final Date for Requests for Extension to return date	16 th September 2022, 12.00 BST	Tenderers	Request submitted via Defence Sourcing Portal.
The Authority issues Final Clarification Answers	23 rd September 2022, 12.00 BST	The Authority	All Tenderers
Tender Return	30 th September 2022, 12.00 BST	Tenderers	Information classified up to Official Sensitive should be submitted via Defence Sourcing Portal.
Tender Evaluation	October 2022 – November 2022	The Authority	N/A
Standstill Period	The standstill period ends at midnight at the end of the 10 th day after the date the DEFFORM 158 Contract Decision Notices are sent. Where this is not a working day, it extends to midnight at the end of the next working day.	The Authority	The Authority
Contract Award	30 th November 2022	The Authority	N/A

Notes

B1. A Tenderers Conference is not being held.

Clarification Questions

B2. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

Tender Return

B3. The Tenderer must make requests for an extension in writing by email to the above named contacts, by the date and time shown. The Authority may, in its own absolute discretion extend the

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deadline for the receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

Negotiations

B4. Negotiations do not apply to this Tender process.

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Section C - Instructions on Preparing Tenders**Construction of Tenders**

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Prices for Contract Years 1 and 2 and Option Year 1.

C2. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

C3. The Tenderer must submit all requested documentation and evidence to the Defence Sourcing Portal in line with the instructions. Please upload/provide any video/audio files, ensuring they are all clearly labelled. Videos and uploaded files must be included with the tender documentation and submitted by the specified return date. Any supporting documentation, including video/audio files received after this date will not be included in the Tender evaluation. Where the file size is too large to be uploaded to the Defence Sourcing Portal the Tenderer should contact the Authority's Commercial Manager to confirm arrangements for submission.

C4. The Authority reserves the right to reject all or part of your Tender where you have not tendered for all of the Contractor Deliverables.

Validity

C5. Your Tender must be valid and open for acceptance for 120 calendar days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceeding challenging the award of the Contract are instituted, before entry into the Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

Minimum Order Quantities

C6. Where your offer is subject to Minimum Order Quantities (MoQs), please provide details of the MoQs in your Tender submission.

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Section D – Tender Evaluation

Overview

D1. This Section D details how your Tender will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria. Variant bids will be evaluated using the same methodology.

D2. Negotiations do not apply to this tender process.

D3. The Tender Evaluation will be conducted using the Weighted Value for Money Index, applying a ratio 65:35 - (Technical: Price). The Technical element of the 65:35 ratio refers to all 'non-price factors', including Social Value. There is a 10 percent weighting afforded to Social Value within the technical weighting in the tender evaluation, as outlined in Annex D to Section D. Worked examples of how this Weighted Value for Money Index will be applied explaining this can be found as outlined at Annex C to Section D.

D4. The Tender Evaluation team will consist of the Authority's Commercial and Technical personnel. Evidence presented by Tenderers that contains only a statement shall not be marked as suitable evidence unless a statement is expressly required by the Evaluation Criterion.

D5. There are 4 stages to the evaluation. Table 1 below demonstrates these stages and the order of the evaluation.

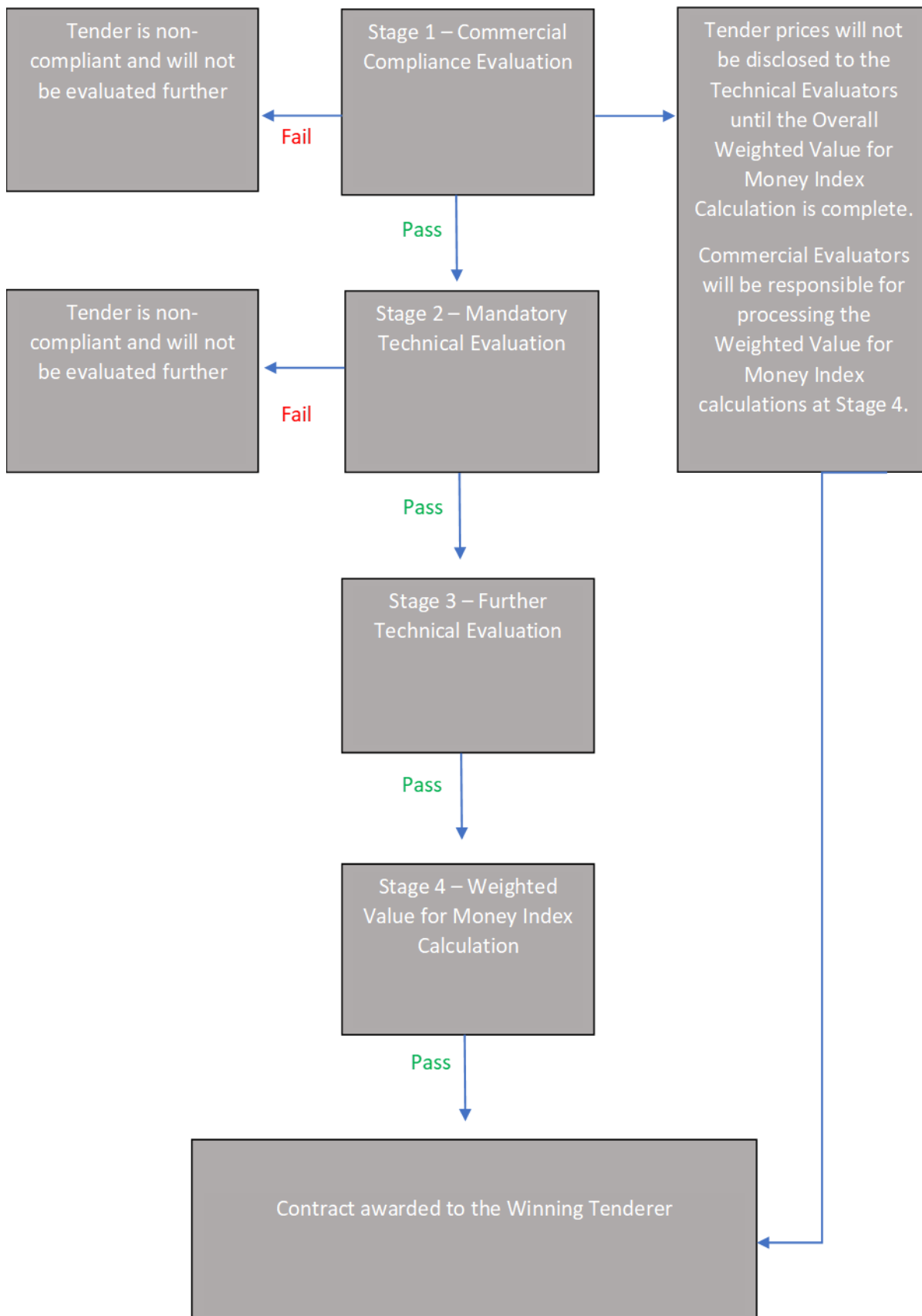
Table 1: Stages for Tender Evaluation of lots under DGM/1924

Stage	Description	Maximum score available
Stage 1	Commercial Compliance Evaluation	PASS
Stage 2	Mandatory Technical Compliance Evaluation	PASS
Stage 3	Further Technical Criteria Evaluation	As set out in Table 4. (Initial mark out of 52, weighting conversion out of 100%)
Stage 4	Weighted Value for Money Index (Non cost score/Tender Price)	Tender with the highest WVfMI score will be the Winning Tenderer.

D6. The flow chart at Figure 1 demonstrates an overview of the evaluation.

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Figure 1: Tender Evaluation Flow Chart



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D7. Further details about the Stages of the Tender Evaluation are outlined below:

- a. **Stage 1 – Commercial Compliance Evaluation.** Tender submissions will be evaluated against the Commercial Criteria and in accordance with the marking scheme specified in Table 3 at Annex A to Section D.
- b. Tenderers must achieve full compliance in this stage to progress to Stage 2 of the evaluation. The Authority reserves the right to request that the Tenderer provide clarification or rectify any irregularities in their Tender submission in accordance with paragraph E3 to this DEFFORM 47.
- c. Tenderers who do not achieve full commercial compliance during this Stage 1 will not be assessed any further and will be excluded from the competition.
- d. **Stage 2 – Mandatory Technical Compliance Evaluation.** Tender submissions that were awarded a PASS at Stage 1 will be evaluated against the Mandatory Technical Criteria outlined in the Technical Evaluation Criteria document. The Tenderer's evidence submitted with the Tender will be evaluated using the bespoke marking schemes for each criterion, as contained in the Technical Evaluation Criteria document.
- e. Tenderers must achieve full compliance in this Stage 2 for the Mandatory Technical Criteria to receive a PASS. A FAIL in any one of the Mandatory Technical Criteria will result in the Tenderer being awarded an overall FAIL and the Tender will be deemed technically non-compliant.
- f. Technically non-compliant Tenders at Stage 2 will not be assessed any further and will be excluded from the competition.
- g. **Stage 3 – Further Technical Criteria Evaluation.** Tender submissions that were awarded a PASS at Stage 1 and 2 will be evaluated against the Further Technical Criteria outlined in the Technical Evaluation Criteria document. The Tenderer's evidence submitted with the Tender will be evaluated using the bespoke marking schemes for each criterion, as contained in the Technical Evaluation Criteria document.
- h. For the purposes of this Tender, the maximum Further Technical Criteria score that can be achieved is outlined in Table 2 below. The total Further Technical Criteria score allocated in this Stage will be converted into a percentage weighting (maximum score 100%), using the calculation detailed at Annex B to Section D. The final percentage weighting (not the initial score) is used in the Weighted Value for Money calculation.

Table 2: Maximum Further Technical Criteria scores

Maximum initial score:	Maximum percentage weighting score:
52	100

- i. A Tender Assessment Panel will be held with Technical Evaluators to finalise the Stage 3 Technical scores allocated. The Tender submission price data and price score will be withheld from the Technical Evaluators until a Winning Tenderer is selected.
- j. Tenders which score a zero (0) for any Further Technical Criteria scores will demonstrate a lower level of confidence but will not be excluded from the competition. Tenders which score a FAIL for any Further Technical Criteria scores will be eliminated from the competition.

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- k. **Stage 4 – Weighted Value for Money Index (WVFMI) Calculation.** Tender submissions that were evaluated at Stage 3 will be evaluated using the Weighted Value for Money Index calculation, in accordance with the ratio 65:35 (Technical: Price). As stated in paragraph D3, the Technical element of the 65:35 ratio refers to all ‘non-price factors’, including Social Value. There is a 10 percent weighting afforded to Social Value within the technical weighting in the tender evaluation, as outlined in Annex D to Section D. A worked example of this calculation can be found at Annex C to Section D.
- l. The WVFMI calculation will be conducted using the total tender price for all firm years under the contract; for the avoidance of doubt, the total price will be the total of the Schedule of Requirements (Schedule 2).
- m. The total non-cost score achieved at Stage 3 is divided by the total Tender price to produce the WVFMI. The results of the calculation will be ranked, and the Contract will be awarded to the tender which has achieved the highest WVFMI score.
- n. A full demonstration of the tender evaluation in its entirety can be found at Annex C to Section D, with worked examples.

D8. A detailed breakdown of each Stage of the Tender evaluation and how it will be applied is included at the following Annexes to Section D.

- a. Annex A – Commercial Evaluation Criteria
- b. Annex B – Mandatory and Further Technical Evaluation
- c. Annex C – Tender Evaluation Marking Scheme
- d. Annex D – Social Value within the Further Technical Evaluation Criteria

D9. Worked examples of the Tender evaluation can be found at Annex C to Section D.

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Annex A to Section D - Commercial Evaluation Criteria

D10. Commercial Compliance is the first stage of the Tender evaluation, where Tenders (including Variant Bids) will be assessed against the Criteria in Table 3 below. These Mandatory Commercial Evaluation Criteria shall apply for this Tender. Only Tenders that are deemed Commercially compliant will be assessed further at Stage 2 onwards.

D11. Criteria 1a – 1j are Mandatory Commercial Criteria which are scored on a PASS/FAIL basis. Tenderers must pass each of these criteria in order to progress to the next stage of the Tender evaluation. A Commercial Evaluation Panel will be held to review and finalise the scores for the Mandatory Commercial Criteria allocated by Commercial Evaluators prior to proceeding with Stage 2.

D12. Firm Prices must be provided against all of the quantities for Firm Contract Years 1 and 2 in accordance with Criterion 1b. Any price submitted by Tenderers that is not in Great British Pounds (GBP) will be considered non-compliant and a FAIL will be awarded for Criterion 1b.

D13. All of the firm prices, in the Schedule of Requirements (Schedule 2) will be assessed in the evaluation. For the purposes of tender evaluation, the Option Years in Schedule 2 will not be evaluated.

D14. The firm price total from Contract Years 1 and 2 populated in the Schedule of Requirements (Schedule 2) should be used to populate the total price at DEFFORM 47 Annex A – Offer.

Table 3: Mandatory Commercial Evaluation Criteria

Mandatory Commercial Evaluation Criteria			
Stage	Criterion No.	Evaluation Criteria	Scoring Criteria
1 - Mandatory Commercial Criteria	1a.	Submit statement of unconditional acceptance of all DEFCONs, DEFFORMS, DEF STANS, narrative conditions, and associated Annexes/Schedules in Standardised Contract 2 Schedules and Terms and Conditions for DGM/1924 for the Supply of 12.7mm API Ammunition Suite.	PASS/ FAIL
	1b.	Completion of the Schedule of Requirements at Schedule 2 (Both Firm and Option Years). Firm Prices shall be inputted against each line item for Contract Years 1-2, as well as a total price for Schedule 2 (which should be calculated as the total of Contract Years 1 and 2).	PASS/FAIL
	1c.	Completion of the DEFFORM 47 Annex A of the ITT document. The total value on the DEFFORM 47 shall align with the total price provided in Schedule 2 (excluding Contract Options in Schedule 2). Any DEFFORMS requiring completion as a result of answers completed on the DEFFORM 47 Annex A, should be completed in full (i.e., with relevant signatures and all parts completed). Information on mandatory declarations can be found at Appendix 1 to Annex A.	PASS/FAIL
	1d.	Statement to confirm compliance with the Contract Security Aspects Letter (SAL), relevant to organisations nationality, at Schedule 11 to the Contract. The Tenderer must confirm acceptance/compliance with points a-d of the SAL for both the Tender and Contract Security Aspects Letter.	PASS/FAIL
	1e.	Statement to confirm that Tenderer's submission is valid/open for acceptance for one hundred and twenty (120) calendar days from the Tender return date and a further thirty (30) calendar days following this if the Tender is successful.	PASS/FAIL
	1f.	Provision of a completed Schedule 5 - Commercially Sensitive Information Form.	PASS/ FAIL
	1g.	Provision of a copy of the completed Supplier Assurance Questionnaire (SAQ) (ref RAR-837596388) and evidence of the Defence Cyber Protection Partnership (DCPP) result email included with the tender response. If Tenderers do not achieve the required level of compliance, Tenderers must also complete the Cyber Implementation Plan at Schedule 15 to the Draft Contract and submit it as part of their Tender submission.	PASS/ FAIL

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1h.	Completion of DEFFORM 528 and confirmation of any Foreign Export Controls (including but not limited to ITAR or EAR) that applies to the ammunition that the Tenderer proposes to supply under this Tender.	PASS/FAIL
1i.	Provision of a completed, signed and scanned Statement of Good Standing for DGM/1924.	PASS/FAIL
1j.	Provision of a completed Government Furnished Assets List under Contract DGM/1924, in the format set out at Schedule 14. If the Tenderer does not require Government Furnished Assets, the Tenderer must submit a nil return for this Criterion.	PASS/FAIL

D15. If Tenderers fail to provide a statement to confirm unqualified acceptance to Criterion 1a (Mandatory Commercial Criteria) in Table 3 above, then their Tender will not be evaluated further. Regardless of declaration of unqualified acceptance, should the Tenderer state any Assumptions, Dependencies and Exclusions that undermines unqualified acceptance of Criterion 1a, this will be deemed as a failure and will not pass Commercial Compliance.

D16. The Cyber Risk Level (Ref: 1g of the Commercial Evaluation Criteria) is Very Low, as defined in Def Stan 05-138. The Tenderer must confirm they meet the required cyber security controls for the identified Cyber Risk Level, as specified in Def Stan 05-138. To confirm cyber compliance, the tenderer must complete the Supplier Assurance Questionnaire (SAQ) at <https://forms.office.com/Pages/ResponsePage.aspx?id=7WB3vINZS0iuldChbfoJ5Tv4OR9pb0BHiaI1Ag-WKXVUOFk3Sk9SS0JDQ0FRWihYNDhTVIdHUDJaNy4u> using the SAQ reference number for the Contract. In this case, it is RAR-837596388.

D17. On completion of the SAQ, the Tenderer will be informed if they are Cyber compliant in accordance with the level identified for the Contract by an email from the DCP team. The Tenderer is required to provide a copy of their result to the Authority as part of their tender return. If the Tenderer does not currently meet the required cyber security controls for the identified Cyber Risk Level, a Cyber Implementation Plan (Schedule 15) will need to be provided by the Tenderer and agreed with the Authority, becoming part of the Contract. If no Cyber Implementation Plan can be agreed, then the Tender will be considered non-compliant, and no Contract will be offered. The Tenderer must complete the relevant SAQ as part of their Tender return, and if the outcome of this necessitates it, a completed Schedule 15.

D18. As set out at paragraph E3 to Section E, the Authority reserves the right to clarify or request that Tenders rectify any issues identified with their Tender submission.

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Annex B to Section D– Mandatory and Further Technical Evaluation

D19. Once the Commercial Evaluators have completed Stage 1 of the evaluation, the unpriced copies of all the commercially compliant Tenders will be provided to the Technical Evaluators.

D20. The Technical Evaluation consists of three Stages: Stage 2 (Mandatory Technical Evaluation), Stage 3 (Further Technical Evaluation) and Stage 4 (Weighted Value for Money Index) Calculation.

D21. The Technical Evaluation Criteria for Stage 2 and Stage 3 are contained within the Technical Evaluation Criteria document provided within the ITT documentation. The Mandatory Technical Criteria are set out in Table 4. The remaining Technical Evaluation Criteria form the Further Technical Evaluation Criteria.

Table 4 - Mandatory Technical Evaluation Criteria (As per Technical Evaluation Criteria document)

Mandatory Technical Compliance Criteria
1.1 Interface
[Information has been redacted]
[Information has been redacted]
[Information has been redacted]

D22. The Technical Evaluation Team will complete the marking for Stage 2 and Stage 3 individually using the marking schemes published for the criteria in the Technical Evaluation Criteria document. A score will be granted for each question based on the evidence submitted by the Tenderer to produce an individual Mandatory Technical Evaluation score.

D23. Mandatory Technical Criteria set out at Table 4 are PASS/FAIL criteria. Should Tenderers score a FAIL in any one of the Mandatory Technical Criteria, the Tender will be deemed technically non-compliant and will not be evaluated further in this competitive Tender.

D24. All Tenders that scored a PASS for the Mandatory Technical Criteria will be marked in the Further Technical Evaluation. Failure to provide a response to any of these Further Technical Criteria will result in the Tender being excluded from the competition.

D25. The Further Technical Criteria are scored criteria and there are 52 marks available for these criteria, without percentage weightings being applied. The Technical Evaluators will assess the evidence provided and allocate an individual Technical score in accordance with the relevant marking scheme for the criterion. Each criterion will then be converted into a percentage weighting; for example, if a tenderer scores a 10 this will convert into 25% for criterion 2.1,3.1 and 4.1, for criteria 7.1 a score of 10 will convert not 15%. The percentage weighting is explained in Table 5. All '[Information has been redacted]' priorities are PASS/FAIL.

Table 5 – Further Technical Evaluation Score Percentage Weighting

Score	Percentage Weighting
25% Weighting	
10	25%
7	18.75%
5	13%
3	6.5%
0	0

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15% Weighting	
10	15%
7	10.5%
5	7.5%
3	4.5%
0	0
5% SV Q	
4	5%
3	3.75%
2	2.5%
1	1.25%
2.5% SV Q	
4	2.5%
3	1.875%
2	1.25%
1	0.625%

D26. Please note that where a score of zero (0) is be awarded, it is not deemed as a FAIL and tenders will not be discounted from the competition. Tenders which score a FAIL for any Further Technical Criteria scores will be eliminated from the competition.

D27. The Further Technical Criteria are based on Threshold and Objective evidence. Threshold evidence being the minimum technical requirement and Objective evidence being the optimum technical requirement. Scores are awarded based on the performance level that the Tenderer demonstrates through the submission of evidence for their proposed Contractor Deliverable(s). Evidence presented by Tenderers that contains only a statement will not be marked as suitable evidence unless a statement is expressly required by the Evaluation Criterion. Tenderers should be aware that each individual criterion is bespoke, therefore please assess each criterion as a standalone requirement and note that the scoring scheme varies per criterion.

D28. In order to calculate a Further Technical Evaluation Score for the WVFMI calculation - with Social Value included in the non-cost Technical element of the 65:35 ratio - weightings shall be applied to each criterion in the Further Technical Evaluation Criteria.

D29. In Table 6, the scores under the 'Maximum Percentage Score Achievable' column are the total percentage scores that the tenderer can gain if they achieve full marks on the Threshold and Objective evidence scoring scales. As tenderers may not achieve the full percentage score available for each Further Technical Evaluation criterion however, the 'Percentage Achievable Based on Scoring Scale' column shows the percentage that the tenderer would be awarded according to the evidence they have provided against the scoring scale of each criterion.

Table 6 – Total Percentage Scores Achievable for Further Technical Evaluation Criteria (inc. Social Value)

Further Technical Evaluation Criterion	Maximum Percentage Score Achievable	Criterion Scoring Scale	Percentage Achievable Based on Scoring Scale				
2.1 Muzzle Velocity Consistency	25%	10,7,5,3,0	25%	18.75%	13%	6.5%	0%
3.1 Accuracy Consistency	25%	10,7,5,3,0	25%	18.75%	13%	6.5%	0%
4.1 [Information has been redacted]	25%	10,0	25%		0%		
7.1 Basic Technical Data Pack (TDP)	15%	10,7,5,3,0	15%	10.5%	7.5%	4.5%	0%
Social Value – Tackling Economic	5%	4,3,2,1,0	5%	3.75%	2.5%	1.25%	0%

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Inequality (MAC 2.2)							
Social Value – Fighting Climate Change (MAC 4.2)	2.5%	4,3,2,1,0	2.5%	1.875%	1.25%	0.625%	0%
Social Value – Equal Opportunity (MAC 6.2)	2.5%	4,3,2,1,0	2.5%	1.875%	1.25%	0.625%	0%
Total Percentage	100%						

D30. The technical score achieved from Table 6 out of a maximum of 100 percent will then be rounded to the nearest whole number and processed through the calculation below, applying the 65/35 (Technical: Price) weighting, to produce a Non-Cost Score.

[Further Technical Evaluation Score (following application of percentage weighting)] ^ (65/35)

D31. Commercial Evaluators will use the total Tender price submitted in the Schedule of Requirements (Criterion 1b in Table 3 at Annex A to Section D) for the cost score that will be applied to the WVFMI calculation.

D32. Following calculation of the non-cost score, as outlined at paragraph D30, the final Weighted Value For Money Index scores will be calculated using the following calculation:

$$\frac{\text{Non-Cost Score}^{(65/35)}}{\text{Cost Score}}$$

D33. The scores produced by the WVFMI will be rounded to 5 decimal places and ranked in order of highest WVFMI score to lowest WVFMI score. The highest WVFMI score shall be the Winning Tenderer.

D34. Should two Tenders receive the same WVFMI, the Tender which has the highest Non-Cost score out of the two shall be the Winning Tenderer.

D35. DEFFORM 158s will be issued to all Tenderers informing them of the outcome of the competitive tender and initiating the standstill period.

D36. A full worked example of Stages 2-4 inclusive, can be found in Annex C – Tender Evaluation Marking Scheme.

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Annex C to Section D – Tender Evaluation Marking Scheme

D37. This section demonstrates the Tender Evaluation as a whole, using examples to illustrate the workings of the evaluation and an outcome based on these examples.

D38. Table 7 below provides an example scenario, listing several tenders with scores, to demonstrate how the scores and tender prices will be processed to achieve a Weighted Value for Money (VfM) Index for each tender.

D39. The example below is based on the project team utilising upon the Weighted Value for Money Index Evaluation Methodology, with the weighting 65/35 Technical to Price.

Table 7 - Tender Evaluation Scheme – Example Scenario – Non-Cost Score

Tenderer	Commercial Compliance	Mandatory Technical Evaluation Score	Further Technical Evaluation Score (%)	Non-cost score
A	PASS	PASS	84	$84^{(65/35)} = 3,746.808$
B	PASS	PASS	64	$64^{(65/35)} = 2,261.175$
C	PASS	PASS	75	$75^{(65/35)} = 3,035.684$
D	FAIL	N/A - Tenderer did not achieve commercial compliance & is therefore not evaluated further.	N/A	N/A
E	PASS	FAIL	N/A – Tenderer did not achieve a PASS for the mandatory technical criteria & is therefore not assessed further.	N/A

D40. Table 8 below demonstrates how the WVfMI calculation will be applied and how tenderers will be ranked based on their WVfMI score. The prices detailed are to illustrate this example only.

Table 8 - Tender Evaluation Scheme - Example Scenario - WVfM Index Calculation and Ranking

Tenderer	Non-Cost Score	Price	Value for Money Calculation	Value For Money Index	Rank
A	3,746.808	£100,000	$3,746.808 \div 100,000$	0.0375	3
B	2,261.175	£50,000	$2,261.175 \div 50,000$	0.0452	1
C	3,035.684	£70,000	$3,035.684 \div 70,000$	0.0434	2
D	N/A - Tenderer did not achieve commercial compliance & is not assessed further.	N/A - Tenderer did not achieve commercial compliance & is not assessed further.	N/A – Non-compliant	N/A – Non-compliant	N/A
E	N/A - Tenderer did not achieve a PASS for the mandatory technical criteria & is not assessed further.	N/A - Tenderer did not achieve a PASS for the mandatory technical criteria & is not assessed further.	N/A – Non-compliant	N/A – Non-compliant	N/A

Tender D - Is not commercially compliant and is therefore not assessed any further and hence does not receive a non-cost score or WVfMI score.

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Tender E – Is not compliant against the mandatory Technical Criteria and is therefore not awarded a technical score or a WVfMI.

Tenders A, B and C - Are commercially and technically compliant. Tender B - Has achieved the highest Value for Money (VFM) Index score and will be awarded the contract.

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Annex D to Section D – Social Value within the Further Technical Evaluation Criteria

D41. Social Value is the consideration of the social, economic, and environmental impact of projects and programmes for UK public procurement. It has a lasting impact on individuals, communities and the environment, and the Government has significant opportunity and responsibility to maximise Social Value benefits effectively and comprehensively through its commercial activity.

D42. It is mandated that all above-threshold procurements subject to Public Contract Regulations (2015) – from 1 January 2021; Defence and Security Public Contracts (DSPCR) 2011 – from 1 June 2021; and procurements that are exempt from the Regulations include Social Value criteria in tender evaluation with a minimum weighting of 10% of the overall score.

D43. Further information regarding the Public Services (Social Value) Act 2012, application of the [Social Value Model](#), and [guide](#) for the Social Value Model.

D44. It has been agreed that the three priority Social Value themes that provide a clear focus for Defence and its suppliers in the application and delivery of the Model are:

- a. tackling economic inequality.
- b. fighting climate change; and
- c. equal opportunity.

D45. Within the Social Value Themes and Outcomes selected, there are Model Award Criteria (MAC) that serve as effective measures to deliver any/all the benefits through the contract.

D46. From the three Social Value Themes listed in D44, the MAC selected as the most appropriate for the subject-matter of DGM/1924, as well as their intended Policy Outcomes, are contained in Table 9 below:

Table 9 - Selected MAC for DGM/1924

Social Value Theme	Model Award Criteria (MAC)	Policy Outcome
Tackling Economic Inequality	2.2: Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.	Create New Businesses, New Jobs and New Skills
Fighting Climate Change	4.2: Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.	Effective Stewardship of the Environment
Equal Opportunity	6.2: Support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract.	Tackle Workforce Inequality

D47. Each MAC contained in Table 9 has Sub-Criteria that can be used to demonstrate activities that meet the MAC's objectives. These are found in the non-exhaustive lists with illustrative examples included in paragraphs D50-D58.

D48. Using the Model Award Criteria and Sub-Criteria as guidance, the Tenderer must provide a response against the Model Evaluation Questions for MAC 2.2, 4.2 and 6.2 as part of the tender submission.

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D49. Tenderers' responses to the Model Evaluation Questions for MAC 2.2, 4.2 and 6.2 will be marked in accordance with the scoring scale under paragraph D61 in Table 10: Marking Criteria for Tender Responses to Model Evaluation Questions.

Model Evaluation Question for MAC 2.2:

D50. The Model Evaluation Question for MAC 2.2, with guidance on how the tenderer should respond can be found at criteria 7.1 in the Technical Criteria.

The Tenderer must submit a completed Schedule 13 to include the proposed performance metrics that will apply for the Social Value KPI.

Sub-Criteria for MAC 2.2: Employment

D51. To assist tenderers to respond to the Model Evaluation Question in paragraph D50, sub-criteria for MAC 2.2 have been included below to provide examples against which the tenderer will be evaluated. Although the list of sub-criteria is non-exhaustive, it can be used to demonstrate activities that meet the MAC's objectives in the tenderer's response.

D52. The Sub-Criteria for MAC 2.2: Employment are listed below:

Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of employment and skills issues, and of the skills and employment shortages of high growth sectors relating to the contract. **Illustrative examples:** demographics, skills shortages, new opportunities in high growth sectors, groups under-represented in the workforce (e.g. prison leavers, disabled people), geographic/local community and skills/employment challenges.
- Implementation of recruitment practices and employment conditions, such as the five foundational principles of quality work set out in the [Good Work Plan](#) (e.g. fair pay, participation and progression, voice and autonomy), in relation to the contract that will attract good candidates from all backgrounds, minimise turnover of staff and improve productivity.
- Creation of employment opportunities particularly for those who face barriers to employment, such as prison leavers, and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.
- Promotion of awareness of careers and recruitment opportunities relating to known skills shortages or in high growth sectors relating to the subject matter of the contract.
- Support for the contract workforce by providing career advice, and providing opportunities for staff working on the contract with in-work progression career development into known skills shortages or high growth areas. **Illustrative examples:** mentoring; mock interviews; CV advice and careers guidance; learning and development; volunteering; influencing staff, suppliers, customers and communities through the delivery of the contract to support employment and skills opportunities in high growth sectors.
- Offer of opportunities for work experience or similar activities under the contract. **Illustrative examples:** work placements, pre-employment courses, paid/unpaid student placements, or paid internships of 6 weeks or more.
- Support for educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.
- Delivery of training schemes and programmes to address any identified skills gaps and under-representation in the workforce for the contract (e.g. prison leavers, disabled people).
- Other activities to support relevant sector related skills growth and sustainability such as delivering the following, in relation to the contract. **Illustrative examples:** careers talks, curriculum support, literacy support and safety talks.
- Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3, and 4+) in relation to the contract.

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- Measures to ensure equality and accessibility, without discrimination, to employment and workforce related opportunities on the contract, and promote them so as to be fully accessible.

Model Evaluation Question for MAC 4.2:

D53. The Model Evaluation Question for MAC 4.2, with guidance on how the tenderer should respond can be found at criteria 7.2 in the Technical Criteria.

The Tenderer must submit a completed Schedule 13 to include the proposed performance metrics that will apply for the Social Value KPI.

Sub-Criteria for MAC 4.2: Influence Environmental Protection and Improvement

D54. To assist tenderers to respond to the Model Evaluation Question in paragraph D53, sub-criteria for MAC 4.2 have been included below to provide examples against which the tenderer will be evaluated. Although the list of sub-criteria is non-exhaustive, it can be used to demonstrate activities that meet the MAC's objectives in the tenderer's response.

D55. The Sub-Criteria for MAC 4.2: Influence Environmental Protection and Improvement are listed below.

Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of how to influence staff, suppliers, customers, communities and/or any other appropriate stakeholders through the delivery of the contract to support environmental protection and improvement.
- Activities to reconnect people with the environment and increase awareness of ways to protect and enhance it. **Illustrative examples:**
 - Engagement to raise awareness of the benefits of the environmental opportunities identified.
 - Co-design/creation. Working collaboratively to devise and deliver solutions to support environmental objectives.
 - Training and education. Influencing behaviour to reduce waste and use resources more efficiently in the performance of the contract.
 - Partnering/collaborating in engaging with the community in relation to the performance of the contract, to support environmental objectives.
 - Volunteering opportunities for the contract workforce, e.g. undertaking activities that encourage direct positive impact.

Model Evaluation Question for MAC 6.2:

D56. The Model Evaluation Question for MAC 6.2, with guidance on how the tenderer should respond can be found at criteria 7.3 in the Technical Criteria.

The Tenderer must submit a completed Schedule 13 to include the proposed performance metrics that will apply for the Social Value KPI.

Sub-Criteria for MAC 6.2: Supporting In-Work Progression

D57. To assist tenderers to respond to the Model Evaluation Question in paragraph D56, sub-criteria for MAC 6.2 have been included below to provide examples against which the tenderer will be evaluated. Although the list of sub-criteria is non-exhaustive, it can be used to demonstrate activities that meet the MAC's objectives in the tenderer's response.

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D58. The Sub-Criteria for MAC 6.2: Supporting In-Work Progression are listed below.

Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of in-work progression issues affecting the market, industry or sector relevant to the contract, and in the tenderer's own organisation and those of its key sub-contractors.
- Inclusive and accessible development practices, including those provided in the [Guide for line managers on recruiting, managing and developing people with a disability or health condition](#).
- Measures to support in-work progression to help people in the contract workforce, to move into higher paid work by developing new skills relevant to the contract. **Illustrative examples:**
 - Inclusive and accessible recruitment practices, and retention-focussed activities.
 - Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships.
 - Working conditions which promote an inclusive working environment and promote retention and progression.
 - Demonstrating how working conditions promote an inclusive working environment and promote retention and progression.
 - A time-bound action plan informed by monitoring to ensure employers have a workforce that proportionately reflects the diversity of the communities in which they operate, at every level.
 - Including multiple women, or others with protected characteristics, in shortlists for recruitment and promotions.
 - Using skill-based assessment tasks in recruitment.
 - Using structured interviews for recruitment and promotions.
 - Introducing transparency to promotion, pay and reward processes.
 - Positive action schemes in place to address under-representation in certain pay grades.
 - Jobs at all levels open to flexible working from day one for all workers.
 - Collection and publication of retention rates, e.g. for pregnant women and new mothers, or for others with protected characteristics.
 - Regular equal pay audits conducted.

Social Value Marking Criteria

D59. The Tenderers' response to the Model Evaluation Questions will be assessed to score the *quality* of the Social Value offered in the tender against the selected policy outcome/s at evaluation stage.

D60. This will be conducted using the 5-band scoring regime in Table 10, whereby the optimal tender response would score 4 (Excellent), whilst a non-response or complete failure to meet the required standard would score 0 (FAIL). Please note that although a score of zero (0) will demonstrate a lower level of confidence in the tenderers' response, the tender will not be excluded from the competition.

D61. Marks will be awarded against the objective, non-discriminatory scoring criteria set out for each scoring band, on a tender-by-tender basis (i.e., quality responses will not be compared against each other for the purpose of scoring).

Table 10 - Marking Criteria for Tender Responses to Model Evaluation Questions

Criteria for awarding score	Score
Excellent: (exceeds all of the Model Award Criteria). The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows: - Very good understanding of the requirements.	4

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<ul style="list-style-type: none"> - Excellent proposals demonstrated through relevant evidence. - Considerable insight into the relevant issues. - The response is also likely to propose additional value in several respects above that expected. - The response addresses the social value policy outcome and also shows in-depth market experience. 		
Very good: (exceeds some of the Award Criteria) The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows: <ul style="list-style-type: none"> - Good understanding of the requirements. - Sufficient competence demonstrated through relevant evidence. - Some insight demonstrated into the relevant issues. - The response addresses the social value policy outcome and also shows good market experience. 		3
Good: (meets all of the Award Criteria) The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows: <ul style="list-style-type: none"> - Good understanding of the requirements. - Sufficient competence demonstrated through relevant evidence. - Some insight demonstrated into the relevant issues. - The response addresses most of the social value policy outcome and also shows general market experience. 		2
Poor: (meets some of the Award Criteria) The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following: <ul style="list-style-type: none"> - There is at least one significant issue needing considerable attention. - Proposals do not demonstrate competence or understanding. - The response is light on detail and unconvincing. - The response makes no reference to the applicable sector but shows some general market experience. - The response makes limited reference (naming only) to the social value policy outcome set out within the invitation. 		1
No evidence or non-compliant evidence: the response does not meet the required standard or does not provide a proposal.		0

D62. Upon achieving scores on the 0-4 scale in Table 10, weightings shall be applied to MAC 2.2, 4.2, and 6.2 in accordance with the Social Value weightings outlined in Table 10. The maximum score for MAC 2.2 will form 5% of the overall tender evaluation, whilst the maximum score for MAC 4.2 and MAC 6.2 will form 2.5% each respectively. Collectively, the Social Value criteria included in the tender evaluation will form a maximum score of 10% of the overall score.

Table 11 - Weightings within Social Value Elements

Evaluation Criteria		Weighting within Social Value Element	Weighting within overall evaluation score
Theme	Model Award Criteria		
Tackling Economic Inequality	2.2	50%	5% (i.e., 50% of the 10% of overall evaluation score allocated to SV)
Fighting Climate Change	4.2	25%	2.5% (i.e., 25% of the 10% of overall evaluation score allocated to SV)
Equal Opportunity	6.2	25%	2.5% (i.e., 25% of the 10% of overall evaluation score allocated to SV)

D63. In accordance with Table 6 of Annex B to Section D, the weightings for each MAC in Table 10 also represent the maximum percentage scores achievable that the tenderer can add towards the Further Technical Evaluation score, if they achieve full marks.

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D64. In line with the rest of the Further Technical Evaluation criteria however, as tenderers may not achieve the full percentage score available for each criterion, the tenderer will be awarded the percentage score outlined in the 'Percentage Achievable Based on Scoring Scale' column of Table 6, according to the evidence they have provided against the scoring scale of each criterion.

D65. The percentage scores that the tenderer will be awarded for their Social Value responses, as part of the Further Technical Evaluation criteria, will contribute to the overall Further Technical Evaluation score summarised in paragraph D31 of Annex B to Section D.

D66. As explained in paragraphs D31-34 of Annex B to Section D, the total Further Technical Evaluation score achieved from a maximum of 100 percent will then be rounded to the nearest whole number and processed through the WVFMI calculation, applying the 65/35 (Technical: Price) weighting – including the Social Value criteria in the Technical element of the ratio - to produce a Non-Cost Score.

D67. The Non-Cost score will then be subject to the WVFMI calculation and divided by the tender cost to determine which tenderer has achieved the highest Weighted Value for Money Index score.

Social Value Key Performance Indicators (KPIs) and Reporting Metrics

D68. At the contract award stage, the Social Value deliverables in the winning tenderer's proposals will be incorporated into the contract in readiness for managing them through the contract lifespan. The KPI's shall be as per Schedule 13, managed in accordance with Condition 45.5 to the Contract Terms and Conditions. The Social Value benefits and deliverables described in the tender form part of the contractual commitment and will be subject to performance monitoring.

D69. The Standard Reporting Metrics that can be found in Table 12. The Tenderer must select a Standard Reporting Metric for each MAC, which will be used to establish Social Value Key Performance Indicators (KPIs) at Schedule 13.

D70. The Reporting Metrics must be clearly linked to the Social Value deliverables detailed in the tenderer's proposals. They should not be based on the tenderer's general Corporate Social Responsibility policies, as these are neither relevant nor proportionate to the procurement.

D71. The Social Value KPIs will comprise a combination of a deliverable and a numeric element, by which performance of that deliverable can be quantitatively measured. It is by collecting, recording, and monitoring these Social Value KPIs throughout the contract lifespan that the Authority and the contractor can determine whether the contract is achieving its social value objectives.

D72. A Tender deliverable is populating Schedule 13 with the Tenderers chosen Standard Reporting Metrics.

D73. The Social Value KPIs will be monitored annually via a submission of a Social Value Report in accordance with Schedule 16.

Table 12 - Social Value Reporting Metrics

MAC 2.2 – Tackling economic inequality	MAC 4.2 – Fighting Climate Change	MAC 6.2 – Equal Opportunity
<ul style="list-style-type: none"> Number of full-time equivalent (FTE) employment opportunities created under the contract, by UK region. 	<ul style="list-style-type: none"> Number of people-hours spent protecting and improving the environment under the contract, by UK region. 	<ul style="list-style-type: none"> Total percentage of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, as a proportion of

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<ul style="list-style-type: none"> ● Number of apprenticeship opportunities (Level 2, 3, and 4+) created or retained under the contract, by UK region. ● Number of training opportunities (Level 2, 3, and 4+) created or retained under the contract, other than apprentices, by UK region. ● Number of people-hours of learning interventions delivered under the contract, by UK region. 	<ul style="list-style-type: none"> ● Number of green spaces created under the contract, by UK region. ● Annual: <ul style="list-style-type: none"> ○ Reduction in emissions of greenhouse gases arising from the performance of the contract, measured in metric tonnes carbon dioxide equivalents (MTCDE). ○ Reduction in water use arising from the performance of the contract, measured in litres. ○ Reduction in waste to landfill arising from the performance of the contract, measured in metric tonnes. 	<p>the total FTE contract workforce, by UK region.</p> <ul style="list-style-type: none"> ● Number of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, by UK region. ● Total percentage of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on apprenticeship schemes (Level 2, 3, and 4+) within the contract workforce, by UK region. ● Number of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, by UK region. ● Total percentage of people from groups under-represented in the workforce on other training schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on other training schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.
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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 30th September 2022, by 12:00 BST. 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. Tenderers are required to submit an electronic online Tender response to ITT DGM/1924, reference number 701952450.

E2. You must provide via the DSP one priced copy of your Tender and one unpriced copy. Both copies should be clearly labelled and easily identifiable. 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 [Information Redacted] 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 [Information Redacted] in the first instance to discuss transmission 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 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.

E7. For ease of evaluation Tenderers are requested to submit their prices in the format of the Schedule of Requirements (at Schedule 2).

Lots

E8. This requirement has not been split into lots.

Variant Bids

E9. The Authority will accept variant bids. Further details can be found at Annex A to Section E.

Samples

E10. Samples are not required.

Annex A to Section E – Variant Bids

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1. Each Tenderer may submit Variant Bids subject to the conditions set out below.
2. The Tender must meet the Authority's minimum requirement, operate as a standalone Tender and not be dependent upon any other Tender or any other factors external to the Tender itself, that is the Tender must be capable of being accepted by the Authority in its own right.
3. Tenderers are permitted to submit a maximum of one (1) Variant Bid (additional to the Reference Bid) to the Authority, subject to the requirements of a Variant Bid. This Variant Bid should be submitted in the general attachments area on the Defence Sourcing Portal. A Reference Bid is a bid that is submitted on the basis of (and complies with) certain prescribed requirements as set out in the Technical Evaluation Criteria. A Variant Bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's stated requirements. Note that any Tender made subject to additional or alternative Contract Terms & Conditions alone is not a Variant Bid. A Variant Bid must meet the minimum requirements applicable to a Reference Bid, except for any changes made in respect of the following options (a Tenderer may choose to include any of the following options in a Variant Bid):
 - a. Bids contain alternative Contractor Deliverables to the Reference Bid that meet the requirements set out in the Schedule of Requirements (Schedule 2) and the performance criteria as specified in the Technical Evaluation Criteria in this ITT.
4. A Variant Bid will only be considered once the Authority has determined that the Tenderer has submitted a compliant Reference Bid. A Variant Bid must not be used for the purposes of imposing the Tenderer's own Terms and Conditions. If a Tenderer is in any doubt about the acceptability of any proposed Variant Bid, it may request clarification from the Authority before formal submission.
5. In the event that a Tenderer submits more Variant Bids than stated in paragraph 3, the Authority will issue written correspondence to the Tenderer to request confirmation of which Variant Bid(s) will be eligible to be evaluated and which Variant Bid(s) will be discarded. The Tenderer shall submit a response to this request within 5 working days of issue by the Authority. If no response is received from the Tenderer in the period specified, the Authority reserves the right to discard and not evaluate any of Variant Bids submitted by the Tenderer for this Tender.
6. For a variant bid Tenderers must provide the following:
 - a. state which of the variants or which of the combination of the variants above in paragraph 3 applies to the Variant Bid;
 - b. provide any information requested regarding the particular type(s) of Variant Bid;
 - c. provide a summary of the costing and solution differences; and
 - d. detail the benefits to the Authority of those differences against the relevant Reference Bid(s).
7. Further details on how Variant Bids will be evaluated can be found in Section D (Tender Evaluation).

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Section F – Conditions of Tendering

F1. 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. Neither does the issue of this ITT or subsequent Tender submission create an implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded

F2. The Authority reserves the right, but is not obliged to:

- a. vary the terms of this ITT in accordance with applicable law;
- b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
- c. Visit your site;
- d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions in this ITT;
- e. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic PQQ or the tender process;
- f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 and A34;
- g. withdraw this ITT at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
- h. 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;
- i. choose not to award any contract as a result of the current tender process;
- j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low.

F3. 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 C3.

Conforming to the Law

F4. You must comply with all applicable UK legislation and any equivalent legislation in a third state.

F5. 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

F6. 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

F7. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

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- devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
- enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
- cavass the Authority or any employees or agents for the Authority in relation to this procurement; or
- attempt to obtain information from the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have advised the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential conflict of interest (COI) exists or arises at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the authority of the actual or potential COI. The proposal must be of a standard which, in the Authority's sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details listed in F9 a to g below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:

- a. the manner of operation and management;
- b. roles and responsibilities;
- c. standards for integrity and fair dealing;
- d. levels of access to and protection of competitors' sensitive information and Government Furnished Information;
- e. confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no COI exist between the Tenderer and its advisors, and the Authority and its advisors. Any Tenderer who fails to comply with this requirement (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

Government Furnished Assets

F11. 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

F12. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award a Contract to the successful Tenderer before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158s are sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

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Publicity Announcement

F13. If you wish to make an announcement regarding this procurement, you must seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the named Commercial Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.

F14. Under no circumstances should you confirm to any Third Party the Authority's Contract award decision before the Authority's announcement of the award of Contract.

Sensitive Information

F15. 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 requests.

F16. For these purposes, the Authority may share within Government any of the Tenderer's documentation / information (including any that the Tenderer considers to be confidential and / or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any sensitive material in Schedule 5 and consent to these terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F17. 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) 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

F18. 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 with the tender submission.

F19. Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete the Annex in full and attach relevant information where required.

Specific Conditions of Tendering**Options**

F20. The Authority requires an option price for Schedule 2 - Schedule of Requirements, in the draft Contract Schedules.

F21. The prices for the first Option Year (FY 23/24) shall be Firm priced and not subject to variation. For the options provided in Financial Year 25/26 onwards, the option prices shall be Fixed Prices and subject to the Variation of Munitions Price clause, stated in Condition 45.4 (SOR Option Year Line Items 15, 18, 21, 24 and 27). The Tenderer does not need to price these line items at the outset, as the price will be calculated at the beginning of each Financial Year from 25/26 onwards.

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F22. If your Tender is successful, you will be expected to supply/provide that option requirement(s) in Contract Condition 45.3. The Authority will not waive any rights under the said Contract Condition. The Authority reserves the right to seek competitive Tenders for the option requirement(s) detailed in Contract Condition 45.3.

Ministry of Defence Tender Ref. DGM/1924

Tender Submission Document (Offer) – Ref Number ITT 701952450

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

The undersigned Tenderer, having read the ITT Documentation and ITT Material, offers to supply the Contractor Deliverables at the stated price(s), in accordance with any referenced drawings and / or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Terms & Conditions or any amendments issued by the Authority shall apply.

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law				Yes / No*
Total Value of Tender (excluding VAT)				
£ WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Are the Contractor Deliverables subject to IPR that has been exclusively, or part funded by Private Venture, Foreign Investment or otherwise than by the Authority funding?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528			Yes* / No	
Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Terms & Conditions?			Yes* / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed a Supplier Assurance Questionnaire? This can be completed at https://forms.office.com/Pages/ResponsePage.aspx?id=7WB3vINZS0iuldChbfoJ5Tv4OR9pb0BHial1Ag-WKXVUOFk3Sk9SS0JDQ0FRWjhYNDhTVIdHUDJaNy4u			Yes* / No / N/A	
Have you completed Form 1686 for Sub-Contracts?			Yes* / No	
Have you completed the compliance matrix/ matrices?			Yes / No / Not Required	
Are you a Small Medium Sized Enterprise (SME)?			Yes / No	

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Have you and your Sub-Contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Commercially Sensitive Information Form?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly.	Yes* / No
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?	Yes / No / Not Required
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements (as per paragraph F18) stated in this ITT?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ul style="list-style-type: none"> a. the offered price has not been divulged to any Third Party; b. no arrangement has been made with any Third Party that they should refrain from tendering; c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, d. no discussion with any Third Party has taken place concerning the details of either's proposed price; and e. no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.</p>	
Dated this..... day of Year	
Signature: In the capacity of	
(Must be original) (State official position e.g. Director, Manager, Secretary etc.)	
Name: (in BLOCK CAPITALS)	Postal Address:
duly authorised to sign this Tender for and on behalf of:	Telephone No:
(Tenderer's Name)	Registered Company Number: Dunn And Bradstreet number:

Information on Mandatory Declarations

IPR Restrictions

1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.
2. In particular, you must identify:
 - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
 - b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables;
 - c. the nature of any allegation referred to under sub-paragraph 2.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information; and / or
 - d. any action you need to take, or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 2.b.
3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form

Notification of Foreign Export Control Restrictions

1. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.
2. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant Contract, you must provide the following information in your Tender:

Whether all or part of any Contractor Deliverables are or will be subject to:

 - a. a non-UK export licence, authorisation or exemption; or
 - b. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 6 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

3. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.
4. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2 to Appendix 1 to DEFFORM 47 Annex A.
5. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 6.
6. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

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

Cyber Risk

10. Cyber Risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of Very Low. The Risk Assessment Reference is RAR-837596388. Tenderers are required to complete the Supplier Assurance Questionnaire at <https://forms.office.com/Pages/ResponsePage.aspx?id=7WB3vINZS0iuldChbfoJ5Tv4OR9pb0BHiaI1Ag-WKXVUOFk3Sk9SS0JDQ0FRWjhYNDhTVldHUDJaNy4u> and submit the result email received from the DCPD as part of their Tender response, together with a Cyber Security Implementation Plan, as set out at Schedule 15 of the Draft Contract, as appropriate.

Sub-contracts Form 1686

15. [Form 1686](#) (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL – SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Cabinet Office - Contractual Process](#).

Small and Medium Enterprises

16. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of MOD spending should be spent with SMEs by 2022; this applies to the money which the Authority spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an SME.

17. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their Sub-Contractors are encouraged to make their own commitment and register with the <https://www.smallbusinesscommissioner.gov.uk/ppc/>.

18. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](https://www.gov.uk) and the DSP.

19. The opportunity also exists for Tenderers to advertise any Sub-Contract valued at over £10,000 in the Defence Sourcing Portal and further details can be obtained directly from: <https://www.gov.uk/guidance/subcontract-advertising>. This process is managed by the Strategic Supplier Management team who can be contacted at DefComrclSSM-Suppliers@mod.gov.uk.

Transparency, Freedom of Information and Environmental Information Regulations

20. The Authority shall publish notification of the Contract and publish Contract documents here required following a request 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.

21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's [Transparency Principles](#) and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 12.

22. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2004 ("the EIR").

23. You must complete the attached Tenderer's Sensitive Information form (DEFFORM 539A, SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be Sensitive Information (as defined in DEFCON 539). This includes providing a named individual who can be contacted with regard to FOIA and EIR.

24. You should note that while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

25. Tenderers must note that use of the [Contracting, Purchasing and Finance \(CP&F\)](#) electronic procurement tool is a mandatory requirement for any resultant Contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

Change of Circumstances

26. If accordance with paragraph A31, if your circumstances have changed, please select 'Yes' to the appropriate question on the DEFFORM 47 Annex A and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

27. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

Defence Safety Authority (DSA) Requirements

28. There are no DSA Requirements.

Bank or Parent Company Guarantee

29. You will be informed whether you are required to provide a Bank or Parent Company Guarantee. In the event that you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.