



Ministry
of Defence



Redacted on grounds of Personal
Information under Section 40(2) of the
Freedom of Information Act 2000

Redacted on grounds of Personal
Information under Section 40(2) of the
Freedom of Information Act 2000



Redacted on grounds of Personal
Information under Section 40(2) of the
Freedom of Information Act 2000



C17CSAE Delivery Team
Defence Equipment & Support
Neighbourhood One Atrium #1027
MOD Abbey Wood
Bristol BS34 8JH

28-11-2024
Our Reference: C17CSAE/708795450
Framework Tasking 014

Dear Sir/Madam,

Invitation To Tender (ITT) Reference Number: C17CSAE/713277450 under the
C17CSAE/708795450 Provision of Cord, Thread, Bungee and Associated Items Multi Supplier
Framework Contract

1. You are invited to tender for the C17CSAE/713277450 Mini-Competition (Framework Tasking 014) for the provision of NSN 4020-99-1388053 (68kg Nylon CORD) qty 500 (500 metre reels) under the Provision of Cord, Thread, Bungee and Associated Items Multi Supplier Framework Contract in competition in accordance with the attached documentation.
2. The anticipated date for the award decision is 19th December 2024, please note that this is an indicative date and may change.
3. You must submit your Tender to the Defence Sourcing Portal by 16:00hs on December 12th, 2024.

Yours faithfully

Redacted on grounds of Personal Information under Section 40(2) of the Freedom of Information Act 2000

Invitation To Tender

C17CSAE/713277450 - Task 014

**for the provision of NSN 4020-99-1388053
(68kg-Nylon CORD) qty 500 (500-metre reels)
under the C17CSAE/708795450 Multi Supplier
Framework Contract for the Provision of Cord,
Thread, Bungee and Associated Items**

Contents

This invitation consists of the following documentation:

Section A	Introduction	Page 4
Section B	Key Tendering Activities	Page 6
Section C	Instructions on Preparing Tenders	Page 7
Section D	Mini-Competition Evaluation	Page 8
Section E	Instructions on Submitting Tenders	Page 13
Section F	Conditions of Tendering	Page 13
Schedule 5	Contractor's Commercial Sensitive Information Form	Separately attached
Schedule 12	Statement of Requirement	Separately attached
Annex A to Invitation to Tender	Tender Submission Document (Offer and Acceptance)	Separately attached

Section A – Introduction

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, 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 document that govern the competition.

A4. “Contract” means a Framework Tasking under the C17CSAE/708795450 Framework 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.

A5. “Contract Terms and Conditions” means the Terms and Conditions of the C17CSAE/708795450 Framework Contract 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.

A6. “Contractor Deliverables” means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.

A7. “Defence Sourcing Portal” means the electronic platform in which Tenders are submitted to the Authority.

A8. “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.

A9. “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.

A10. “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.

A11. “Mini-competition” means the tendering process that will be followed under the C17CSAE/708795450 Framework Contract in accordance with Condition 47.1 (Mini-competitions) of the Terms and Conditions of the C17CSAE/708795450 Framework Contract.

A12. “Schedule of Requirements” (Schedule 12 of the Terms and Conditions of the C17CSAE/708795450 Framework Contract) 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.

A13. The “Article List” (Schedule 13 of the C17CSAE Provision of Cord, Thread, Bungee and Associated Items Multi Supplier Framework Contract) means that part of the Contract which details the technical requirements of the Contractor Deliverables.

A14. 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.

A15. A “Tender” is the offer that you are making to the Authority.

A16. “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.

A17. A “Third Party” is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

Procurement Regulations and Funding

A18. The C17CSAE/708795450 Framework Contract was subject to the Public Contract Regulations 2015. This Mini-competition is below the relevant financial threshold of the Public Contract Regulations 2015.

A19. Funding has been approved for this requirement.

ITT Documentation and ITT Material

A20. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A21. 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:

- a. 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.
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT.
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party.
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A21.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.
- e. accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority’s written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation.
- f. inform the named Commercial Officer if you decide not to submit a Tender.
- g. 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
- h. 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’.

A25. 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 A21 above.

Tender Expenses

A26. 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.

Contract Terms and Conditions

A27. The Terms and Conditions of the overarching C17CSAE/708795450 Provision of Cord, Thread, Bungee and Associated Items Multi Supplier Framework Contract shall apply to all call off Contracts placed as a result of the Mini-competition process under the Framework.

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	16:00hs. on Tuesday 3 rd December 2024	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	16:00hs on Thursday 5 th December 2024	The Authority	All Tenderers
Tender Return	16:00hs on Thursday 12 th December 2024	Tenderers	Defence Sourcing Portal
Tender Evaluation	December 2024	The Authority	N/A

Tenderers Conference

B1. A Tenderers Conference is not being held.

Clarification Questions

B2. Tenderers must submit all clarification questions to the Authority via the messaging function on the Defence Sourcing Portal. 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 Authority may, in its own absolute discretion extend the deadline for 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.

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. A price breakdown is not required in the Tender.

C2. To assist the Authority's evaluation, you must set out your Tender response in accordance with Section D (Mini-Competition Evaluation).

Validity

C3. Your Tender must be valid and open for acceptance for a minimum of 30 Business 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. If legal proceedings challenging the award of the Contract are instituted, before entry into 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.

Section D – Mini-Competition Evaluation

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

D2. Negotiations do not apply to this tender process.

D3. Tenders must be submitted via the Defence Sourcing Portal (DSP):

- a. using native MS Word format (or as otherwise specified); and
- b. using templates provided where specified in Table 1 (Requirements of Response Checklist).

D4. In the event that the Tenderer is disqualified, only assessments completed up until the point of disqualification will be made available to the Tenderer.

Requirements of Response

D5. Tenderers must complete and submit the RORs detailed in Table 1 in response to the relevant question in the specified Envelope on the Defence Sourcing Portal.

D6. Tenderers must follow the instructions in each template document and provide responses where there is green highlight (various shades of). Any drafting that does not follow the template format and/or instructions may be deemed non-compliant and the Tenderer may be disqualified.

D7. Failure to complete and submit any of the RORs may result in the submitted Tender being deemed non-compliant. To the extent that any ROR is identified as non-compliant, Tenderers may be required to submit/resubmit the relevant ROR, or their Tender may be disqualified.

Serial	Requirement of Response	Part of the Contract?	Defence Sourcing Portal Instructions
ROR ID 1	Lead Time for delivery of Article	Yes	Tenderers shall confirm the lead time (in weeks) for delivery of the Article as specified in Statement of Requirement in response to the relevant question in the Technical Envelope on the DSP.
ROR ID 2	Schedule 5 - Contractor's Commercial Sensitive Information Form	Yes	Tenderers shall complete and submit the Schedule 5 template located in the attachment area on the DSP in response to the relevant question in the Commercial Envelope on the DSP.
ROR ID 3	Schedule 12 – Statement of Requirement	Yes	Tenderers shall complete and submit the Schedule 12 template located in the attachment area on the DSP in response to the relevant question in the Commercial Envelope on the DSP. The proposed prices shall cover delivery, the cost of all labour, including overheads and profit, plus materials and all equipment required to supply and deliver the Article.
ROR ID 4	Invitation to Tender Annex A (Tender Submission Document (Offer	Yes	Tenderers must complete and sign, scan and upload this document in accordance with the instructions therein to the DSP as a PDF (it must be a scanned original) using the template located in the attachment area on the DSP in response to

Serial	Requirement of Response	Part of the Contract?	Defence Sourcing Portal Instructions
	and Acceptance))		the relevant question in the Commercial Envelope on the DSP. The Total Value of Tender must be equal to the price the Tenderer has entered into ROR IDs 3 and 5.
ROR ID 5	Price Section in Commercial Envelope on the DSP	No	Tenderers shall complete the Price Section within the Commercial Envelope on the DSP. The price entered in the Price Section must be equal to the price the Tenderer has entered into ROR IDs 3 and 4.

Table 1 – Requirements of Response Checklist

Exclusion of Tenders for Non-Compliance

D8. Where part of a Tenderer's response to the Tender is deemed non-compliant, the Authority may (in its sole discretion) discuss and/or clarify these non-compliant elements with the Tenderer but the Authority reserves the right to exclude a non-compliant Tender from this procurement.

Determination of Successful Tenderers

D9. The Tender evaluation process shall be carried out in accordance with the process detailed in Schedule 14 of the C17CSAE Provision of Cord, Thread, Bungee and Associated Items Multi Supplier Framework Contract (Mini-Competition Evaluation Models for Contract No: C17CSAE/708795450). For completeness, the applicable evaluation model has been replicated below.

D10. The Mini-competition will be awarded to the Tenderer that provides a proposal in accordance with the exact requirement as detailed in the Statement of Requirement (Schedule 12) i.e. a compliant bid, and the Tenderer that is evaluated to have proposed the Most Economically Advantageous Tender (MEAT) response. In the event that both compliant and non-compliant (i.e. the Tenderer does not submit a proposal that delivers the exact requirement as specified in the Statement of Requirement (Schedule 12)) tenders are received, the Authority may disqualify non-compliant Tenders prior to the relevant evaluation model being applied.

D11. In the event that all Tenders received are non-compliant due to excess order quantities proposed, the Authority shall calculate a unit price (quoted price divided by quoted quantity) and then multiply this value by the specified order quantity to establish an 'order quantity price'. A weighting of 100% of the unit price will be applied to each quoted unit quantity in excess of the specified order quantity. This weighted price will be added to the 'order quantity price'. The combined value will then be used to calculate the total 'Cost' for the Article which shall be used in the MEAT calculation in the relevant evaluation model. A worked example has been provided below.

Worked Example

Specified Order Quantity – 100 meters.

Tenderer quoted price and quoted quantity - £500 for 120 meters.

Authority calculates unit price - £500 divided by 120 = £4.17 per meter.

Authority calculates 'order quantity price' - £4.17 multiplied by 100 = £417.

Quoted unit quantity in excess of specified order quantity - 20 meters.

Weighted price for quoted unit quantity in excess of specified order quantity – (£4.17 multiplied by 2) multiplied by 20 = £166.80.

Weighted price plus 'order quantity price' = £583.80.

Total 'Cost' = £583.80.

In the event that a non-compliant Tender is awarded the Mini-competition the Authority will confirm if the quantity of Articles in excess of the ordered quantity shall be delivered to the Authority or shall be disposed of by the Contractor in accordance with disposal instructions provided at the time by the Authority Project Manager (as identified in Annex A (DEFFORM 111) to Schedule 3 (Contract Data Sheet)).

Evaluation Model 1

D12. The successful Tenderer for each Article identified on the Statement of Requirement (Schedule 12) shall be identified by applying the Most Economically Advantageous Tender (MEAT) calculation below.

$$\frac{\text{Non-cost score} \frac{wQ}{wC}}{\text{cost}}$$

Where:

wQ = weighting of non-cost criteria

wC = weighting applied to cost

D13. The 'Non-cost' score shall be calculated using the lead time (in weeks) proposed for each Article. The shortest lead time (i.e. the lowest number of weeks) proposed will be awarded a score of 100. If more than one Tenderer proposes equal shortest lead times both Tenderers shall be awarded a score of 100. For each week in excess of the shortest lead time proposed, the Tenderers' 'Non-cost' score shall be decreased by 10, up to a maximum of ten weeks (or more) where a 'Non-cost' score of 0 will be awarded.

D14. The 'Cost' applied to the calculation shall be the total Firm non-revisable Price Including Delivery (exclusive of UK Value Added Tax) i.e. the 'Cost', for each Article listed in the Statement of Requirement (Schedule 12), subject to Condition 3 above.

D15. The lead time (weeks) i.e. the 'Non-cost' criteria, per Article listed in the Statement of Requirement (Schedule 12) shall have a weighting of 40% of the total score.

D16. The total Firm non-revisable Price Including Delivery (exclusive of UK Value Added Tax) i.e. the 'Cost', per Article listed in the Statement of Requirement (Schedule 12), subject to Condition 3 above, shall have a weighting of 60% of the total score.

D17. The total score will be calculated for each Article by applying the 'Non-cost' score and the 'Cost' to the MEAT calculation. Tenders will then be ranked in order of their score. The highest-scoring Tender will be the MEAT and subject to acceptance by the Authority, will be awarded the Mini-competition.

D18. If equal scores are awarded to more than one Tenderer, the Tender with the lowest price shall be the MEAT.

Single Tender

D19. In the event that only one tender is received, the Authority shall have the right to award the Contract directly to this supplier.

Notification of Tender Results and Standstill Period

D20. The Authority will notify the Tenderers of the Tender results via the DSP. If a standstill period is required, the Authority will allow a period of at least ten (10) calendar days between the date of dispatch of the notice of its decision to award a Contract before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 GMT on the tenth (10th) day after the date of such notification. If the tenth (10th) day is not a Business Day, the standstill period ends at 23:59 GMT on the next Business Day.

Contract Award

D21. Following determination of the successful Tenderer and conclusion of the standstill period (if required), the Authority will confirm acceptance of the successful Tenderer's offer by countersigning the Tender Submission Document (Offer and Acceptance) document. No Contract will be in force until the Tender Submission Document (Offer and Acceptance) has been signed by both parties.

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 16:00hs. On Thursday 12th December 2024. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority.

E2. Your priced Schedule 12 (Statement of Requirement) must only be submitted to the commercial envelope of the DSP ITT. You must ensure that there are no prices present in the technical or qualification (if applicable) envelopes of the DSP ITT. The Authority has the right to request, at its discretion, that any pricing information found in the technical or qualification (if applicable) envelopes 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 **Redacted on grounds of Personal Information under Section 40(2) of the Freedom of Information Act 2000** 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 **Redacted on grounds of Personal Information under Section 40(2) of the Freedom of Information Act 2000** to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

Lots

E6. This requirement has not been split into lots.

Variant Bids

E7. The Authority will not accept variant bids.

Samples

E8. Samples are not required.

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 any 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 of this ITT.
- e. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, or the tender process.
- f. 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.
- g. 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.
- h. choose not to award any Contract as a result of the current tender process.
- i. 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 effective when both parties sign the Tender Submission Document (Offer and Acceptance) 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:

- 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.

- canvass the Authority or any employees or agents of the Authority in relation to this procurement; or

- attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have provided advice to 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, arises or may arise or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual, potential, or perceived 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 at 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 Conflicts of Interest exist between the Tenderer and their advisers, and the Authority and its advisers. Any Tenderer who fails to comply with the requirements described at paragraphs F7 to F10 (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.

Publicity Announcements

F11. 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.

F12. 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

F13. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. 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.

F14. 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 Information (as defined in ROR ID 2 (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.

F15. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as 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.