



Ministry
of Defence

Reference: 708053453

Date: 9 August 2023

Dear Sir/Madam,

Invitation To: Tender Reference Number: 708053453- BFC Dropside Double Cab Vehicles Purchase

1. You are invited to tender for BFC Dropside Double Cab Vehicle purchase in accordance with the attached documentation.
2. The requirement is for purchase of two (2) dropside double cab vehicles to be delivered in the 2024/25 financial year.
3. The anticipated date for the contract award decision is 23rd October 2023, please note that this is an indicative date and may change.
4. You must submit your Tender to the Defence Sourcing Portal by 1300 Eastern European Time (EET) on 5th October 2023.

Yours faithfully


Commercial Manager

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SC1A ITT - Competitive

SC1A ITT Comp

(Edn 05/23)

**Ministry of Defence
Invitation to Tender (ITT)
Less Complex Requirements (Competitive)**

ITT Reference No: 708053453

ITT Issue Date: 7 August 2023

Due for return by (Due Date): 5 October 2023

From:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

MOD Commercial Officer: [Redacted]

Tel No: [Redacted]

Email: [Redacted]

This ITT consists of:

1. Invitation to Tender – Less Complex Requirements - Competitive Procurement (this document).
2. Annex A - Offer.
3. Annex B - Tender Evaluation Criteria.
4. Purchase Order, including the Schedule of Requirements.
5. MOD Terms and Conditions for Less Complex Requirements
6. DEFFORM 68 (see Clause 9 of Terms and Conditions)

The Tenderer must return:

1. Completed Annex A to this ITT;
2. Completed Purchase Order, including the Schedule of Requirement;
3. Statement Relating to Good Standing; and
4. Any other relevant documentation for requirement e.g. Technical Drawings, Safety Data Sheet, etc.

Invitation to Tender - Competitive

Notices To Tenderers

1. You are invited to Tender, in accordance with the following Conditions, for the supply of Deliverables detailed in the accompanying ITT Material. **The issue of an ITT is not a commitment by the Secretary of State for Defence - 'the Authority' - to place an order as a result of the tendering exercise or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance thereof, is a matter solely for the commercial judgement of your company. The Authority reserves the right to:**

- a. undertake an iterative tendering process following receipt of the Tender;
- b. waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority;
- c. seek clarification or documents in respect of a Tenderer's submission;
- d. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- e. disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, the PQQ or the Tender process;
- f. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
- g. choose not to award any Contract as a result of the current procurement process; and / or
- h. make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

Publicity Announcement

2. Tenderers are advised that the MOD may wish to publicise the award of the Contract for the requirement described in the Schedule of Requirements in the attached Purchase Order.

3. Any Tenderer who wishes to make a similar announcement, either coincident with or subsequent to the MOD's announcement, should contact the Authority's Representative (Commercial Officer) named in the Purchase Order. The content of any announcement a successful Tenderer may wish to make must be cleared in writing and in advance by the MOD Authority's Representative (Commercial Officer) named in the Purchase Order who shall liaise with the MOD Security branch responsible for clearance of publicity material for open publication.

4. If the notice inviting Tenders was advertised in Contracts Finder, the MOD will publish the following information on the Contract awarded unless the MOD decides that there are specific and valid reasons for not doing so:

- a. Contractor's Name;
- b. Nature of the deliverables to be supplied;
- c. Award criteria;
- d. Rationale for Contract award; and
- e. Total price of the Contract awarded.

5. Under no circumstances should a successful Tenderer(s) confirm to any third party the fact of their acceptance of an offer of Contract prior to informing the MOD of their acceptance, and / or ahead of the MOD's announcement of the award of Contract.

Codes of Practice

6. The attention of Tenderers is drawn to the agreements that have been reached by the MOD / Industry Commercial Policy Group (CPG) on Codes of Practice. The Codes of Practice are intended to demonstrate a commitment by the MOD and its suppliers to the

establishment of better working relationships in the supply chain, based upon openness and trust. The opportunity also exists for Tenderers to advertise any subcontracts 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: DefComrcISSM-Suppliers@mod.gov.uk.

Submission of Tender

7. Tenderers must:

- a. Sign and date Part A (but not Part C) ("Effective date") of the Offer and Acceptance box on of the Purchase Order, scan and return it as a PDF document as part of the Tender. The Terms and Conditions are to be kept by the Tenderer for their records.
- b. Complete the Consignor Box with the name and address of the Consignor where the MOD stipulates that the Deliverables will be transported by the MOD (as defined in the Purchase Order under the Transport Instructions box);
- c. Complete the Schedule to the Purchase Order by populating the Delivery Date column (if stated to do so), the Firm Price (€) Ex VAT sub columns (Per Item and Total including packing), finally completing the Total Firm Price at the bottom of the Schedule.
- d. Sign, scan and return the Tender form, at Annex A to this Invitation to Tender – Less Complex Requirements – Competitive Procurement, as a PDF, as part of their Tender.
- e. Provide any further information requested in this Invitation to Tender.

8. Your Tender must be submitted electronically via the Defence Sourcing Portal (DSP) no later than the date and time stated above. The Authority reserve the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. DVD/CD) are no longer required and will not be accepted by the Authority. Pricing must only be submitted to the commercial envelope of the Defence Sourcing Portal ITT. You must ensure that there are no prices present in the technical or qualification (if applicable) envelopes of the DSP ITT.

9. You must ensure that your completed SC1A ITT Comp Annex A is signed, scanned and uploaded to the Defence Sourcing Portal, with the SC1A Purchase Order and Schedule of Requirements as a PDF. Your Tender must be compatible with MSWord and other MSOffice applications.

10. Tenderers must ensure they are registered on the Defence Sourcing Portal in order to submit their Tender response. A supplier registration guide and a supplier user guide is available on the Defence Sourcing Portal landing page.

11. The Defence Sourcing Portal is security accredited to OFFICIAL-SENSITIVE. Material that is protectively marked above this classification must not be uploaded. Please contact [REDACTED] or telephone [REDACTED] if you have a requirement to submit documents above OFFICIAL SENSITIVE.

12. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the Defence Sourcing Portal. You must contact [REDACTED] or telephone [REDACTED] 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.

13. If you have any difficulty accessing the Defence Sourcing Portal or if you have any questions with regards to the tendering exercise itself, please contact the MOD Commercial Officer named above.

14. Any request for an extension of the period for tendering must be submitted on the DSP at least four (4) Business Days before the Tender return date. Any extension will be at the

sole discretion of the Authority and if granted will be granted to all Tenderers. All correspondence connected with your Tender which requires attention before the Tender return date, or communications stating that no Tender will be submitted, must be submitted on the DSP. **This procedure is designed to preserve equity between Tenderers by ensuring that no premature disclosure of Tender details can take place.**

15. **No useful purpose is served by enquiring about the result of this ITT.** Tenderers will be notified of the Authority's decision as early as possible.

Formation of Contract

16. Once the evaluation process has been completed, the Tenderers will be notified of the outcome of the competition and the name of the successful Tenderer. The Authority's Representative (Commercial) stipulated on the Purchase Order will accept the successful Tender by signing and dating Part B of the Offer and Acceptance box of the Purchase Order and dating Part C to signify the Effective Date (i.e. the date of the Contract). The Effective Date shall be no earlier than the date of acceptance of the Tender and shall allow a reasonable time for the acceptance to be communicated to the Contractor. One copy of the completed Purchase Order will then be returned to the Contractor to be attached to their copy of the Terms and Conditions.

Key Tendering Activities

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

Stage	Date and Time	Initiated By	Submit to:
Tender Launch	Wednesday 9 August 2023	The Authority	All Tenderers
Final date for Clarification Questions / Requests for additional information	Friday 22 September 2023 13:00 EET	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	Tuesday 26 September 2023	The Authority	All Tenderers
Tender Return	Thursday 5 October 2023 13:00 EET	Tenderers	Defence Sourcing Portal
Tender Evaluation	Friday 6 October 2023 onwards	The Authority	N/A

Tenderers Conference

2. A Tenderers Conference is not being held.

Clarification Questions

3. 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

4. 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

5. Negotiations do not apply to this tender process.

Instruction to Tenderers

1. Small and Medium-sized Enterprises

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 2020; this applies to the money which the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an SME.

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 [Prompt Payment Code](#). Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative. Information on the Authority's purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](#) and the DSP.

2. Price

In order to facilitate the comparison of Tenders, the prices quoted for the Deliverables and Packaging must reflect the terms of the Purchase Order and be set out in strict accordance with the requirements of the Schedule to Purchase Order.

3. Orders for Parts of the Tender

The Authority reserves the right, **unless the Tenderer expressly states that parts of the Tender may not be accepted separately in their Tender**, to order some or all of the Deliverables stated in the Schedule to the Purchase Order.

4. Alternative Conditions

The Tenderer shall comply with the notices and instructions set out in this ITT and submit a Tender compliant with the MOD Terms and Conditions for Less Complex Requirements. Any offer made subject to additional or alternative contractual conditions will not be considered and will be rejected on the grounds of those conditions alone.

5. Tender Evaluation

The Tender evaluation shall be carried out in accordance with the Evaluation Criteria stated in the ITT Tender documentation. **The Authority can only evaluate those things stated in your Tender.**

6. Alteration to Purchase Order

Any alteration to the Purchase Order suggested by the Tenderer (e.g. an alternative Delivery offer), should be effected by striking through the original entry and inserting the alternative adjacent to it. The Tenderer's attention is, however, drawn to paragraphs 3 to 5 above.

7. Completion of Tender

a. In the event of a Deliverable appearing more than once in the attached Schedule of Requirements, whether separately or as part of an assembly, the Tenderer is requested to quote on the basis of the total quantity for that Deliverable.

b. The Tenderer should ensure that their Tender is clear and in a form which will allow the Authority to take copies for evaluation purposes.

8. Tenders for Selected Deliverables

Tenders need not necessarily be for all the Deliverables listed in the Schedule to the Purchase Order. The words "No Tender" should be inserted in the price column against items for which no offer is made.

9. Bid costs

The Tenderer will bear all costs associated with preparing and submitting their Tender. If the Tender process is terminated or amended by the Authority, the Tenderer will not be reimbursed.

10. ITT Material

a. ITT Material means information (including for example, drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings, in whatever form or medium, patterns and samples) issued to you by the Authority or on its behalf, or to which you have been given access, for the purposes of responding to this ITT. ITT Material remains the property of the Authority or other owners and is released solely for the purpose of tendering. The Tenderer shall notify the Authority's Representative (Commercial Officer) without delay if any additional ITT Material is required for the purpose of tendering. The Tenderer shall be responsible for the safe custody and due return of ITT Material and shall be responsible for all loss or damage sustained while in their care, and until re-delivered to the Authority.

b. Destruction of ITT Material

You must 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.

c. Intellectual Property Rights in ITT Material

The Intellectual Property Rights in ITT Material may belong to the Authority or a third party. The ITT Material may only be used for the purpose of responding to this ITT and shall not be copied, or disclosed to anyone other than employees of the Tenderer involved in the preparation of the Tender, without the prior written approval of the Authority. If the Tenderer discloses the ITT Material other than to employees involved in the Tender preparation, or uses the ITT Material other than for the purpose of tendering, the Authority, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.

d. Confidentiality Agreements

Some or all of the ITT Material issued in connection with this ITT may already be the subject of Confidentiality Agreements. The provisions of such agreements are in addition to, and not in substitution for, any obligations arising from receipt of or access to ITT Material under the terms of this ITT, and the provisions of sub-paragraphs 10.a - c above.

11. Samples

a. Where it is indicated that samples may be required for evaluation, the Tenderer must be prepared to submit them without charge. Samples should be clearly labelled with the following particulars:

- (1) The Tenderer's name and address.
- (2) The ITT Reference Number and Tender return date.
- (3) Description and Item Number as shown in the Schedule to the Purchase Order.

b. The Authority shall retain all samples for twelve (12) months. After this period the Authority shall destroy the samples unless you specifically state you require their return. The sample of any subsequent contracts shall be kept indefinitely.

12. Notification of Inventions etc.

a. The Tenderer acknowledges that their prices shall include the use of any intellectual property rights which they own or control to the extent that their use is required for the performance of any resultant Contract. The Tenderer also acknowledges that their prices include subsequent use by the Authority of anything delivered under the Contract.

b. In their Tender the Tenderer shall notify the Authority of:

- (1) any invention or design the subject of patent or registered design rights

(or application therefore) of which the Tenderer is aware, and;

(2) any other restriction (including any export requirement or restriction) as to disclosure or use or obligation to make payments in respect of intellectual property (including technical information) to which the Tenderer is subject, and;

(3) any allegation of infringement of intellectual property rights made against the Tenderer;

which pertains to or appears to be relevant to the performance of any resultant Contract or to subsequent use by the Authority of anything required to be done or delivered under any resultant Contract.

c. The Tenderer shall, at the request of the Authority, give the Authority particulars of every restriction and obligation referred to in sub-paragraph 12.b.(2). above.

d. If the information required under this Paragraph 12 has been provided previously, the Tenderer may satisfy these requirements by giving details of the previous notification.

13. Ozone Depleting Substances

The Tenderer must state whether 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.

14. Hazardous Deliverables and Substances

It is a condition of this ITT that where the ITT calls for, or the Tenderer proposes, the use of Hazardous Deliverables or substances, the Tenderer shall provide with his Tender a completed Safety Data Sheet in accordance with Clause 9 of the Terms and Conditions. Failure to comply fully with this condition may result in the Tender being deemed non-compliant thus rendering it ineligible for further consideration by the Authority.

15. Elimination Of Asbestos

It is a condition of this ITT that the Deliverables shall not incorporate asbestos of any kind. The Tenderer will confirm this by signing and returning the Tender form at Annex A to this ITT as part of their Tender.

16. Transparency, Freedom of Information and Environmental Information Regulations

a. Tenderers should be aware that, if they are awarded the Contract, the content of the Contract may be published by the MOD to the general public in line with government policy set out in the Government's [Transparency Principles](#).

b. Before publishing the Contract, the MOD will redact any information which would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

c. The FOIA and the EIR provide a more general statutory right of access to information held by or on behalf of public authorities, including information provided by third parties such as suppliers. This right of access is subject to a number of exemptions, including confidential information and commercially sensitive information. Further details of MOD policy on FOIA and EIR can be found on Knowledge in Defence (KiD) (<https://www.kid.mod.uk/maincontent/business/commercial/index.htm> click on "Commercial Toolkit" then "MOD Commercial Management" then "Freedom of Information").

d. In order to assist the MOD in applying the exemptions in the FOIA and the EIR, Tenderers should complete the appropriate Tenderer's Sensitive Information box in the Purchase Order, explaining which parts of their Tender they consider to be sensitive or

confidential. Tenderers are also requested to include in the box the details of a named individual who may be contacted with regard to this information.

e. Tenderers should note that, while their views will be taken into consideration, the ultimate decision whether to publish or disclose information provided to the MOD lies with the MOD. Tenderers are advised to give as much detail as possible on the Form. It is highly unlikely that a contract will be exempt from disclosure in its entirety. Should the MOD decide to publish or disclose information against the wishes of a Tenderer, the Tenderer will be given prior notification.

17. Consultation with Credit Reference Agencies

The Authority may consult credit reference agencies to assess the creditworthiness of a Tenderer. Information on creditworthiness may be used by the MOD to support and influence decisions to enter into business with a Tenderer.

18. Conflicts of Interest

a. MOD policy states that it is sometimes in the MOD's wider business interests to allow suppliers to operate on both the client and supply side. Conflicts of Interest (COI) can occur outside of direct commercial relationships between the MOD and its suppliers and therefore all personnel involved in acquisition (both Authority and Tenderer) should be familiar with the Conflicts of Interest Commercial Policy Statement (CPS).

b. Accordingly, Tenderers shall notify immediately the Authority of any actual, potential or perceived COI relating to the requirement and shall give particulars of every instance. Tenderers should be aware that withholding knowledge of such interests may result in disqualification from a competition.

c. 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 to the Authority upon request. The proposed Compliance Regime 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 that cover those areas listed at (1) to (7) 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:

- (1) the manner of operation and management;
- (2) roles and responsibilities
- (3) standards for integrity and fair dealing;
- (4) levels of access to and protection of competitors' sensitive information and Government Furnished Information;
- (5) confidentiality and / or non-disclosure agreements (e.g. DEFFOM 702);
- (6) the Authority's rights of audit; and
- (7) physical and managerial separation.

d. Tenderers are ultimately responsible for ensuring that no COI exists. Any Tenderer who fails to comply with the requirements in this paragraph 18 (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.

19. Canvassing

Any Tenderer who directly or indirectly seeks to persuade any officer, member, employee, or agent of the MOD concerning this procurement except by responding to this ITT or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent of the MOD concerning any other Tenderer, Tender or proposed Tender

concerning this procurement before the end of the selection process will be disqualified from consideration for this procurement.

20. Collusive Behaviour

The Tenderer's attention is drawn to the requirements of the Competition Act 1998, Part 1. Any Tenderer found to have been part of a 'Concerted Practice' or 'Agreement', the purpose of which was to prevent, restrict or distort competition, shall be disqualified from consideration from this procurement. Disqualification will be without prejudice to any to any civil remedy available to the Authority or criminal liability which the conduct of the Tenderer may attract.

21. Bribery

Any Tenderer who offers to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done, any act or omission concerning this Tender shall be disqualified. Disqualification will be without prejudice to any to any civil remedy available to the Authority or criminal liability which the conduct of the Tenderer may attract.

22. Authority Remedies for Breach of Contract

Tenderers should be aware of the contractual remedies set out at Clause 17 of the Terms and Conditions of the Contract which may apply in the event of a breach of contract by the Contractor. Damages for breach of contract are not limited under the Contract. However, Tenderers should also note under Clause 17 that in exercising its rights and remedies under the Contract the Authority must act in a reasonable and proportionate manner having regard to the nature and consequences of the breach of contract. If Tenderers are unsure about the potential liability under the Contract, they should seek advice as appropriate.

23. Confidential Information

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 and related aspects of good procurement practice.

For these purposes, the Authority may share within Government any of the Contractor's documentation / information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. The information will not be disclosed outside Government. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A and consent to these terms as part of the competition process.

24. Cyber Essentials Accreditation

For all new requirements advertised from 1st January 2016 which entail the transfer of MOD identifiable information from customer to supplier or the generation of information by a supplier specifically in support of the MOD contract, MOD will require suppliers to have a Cyber Essentials certificate by the contract start date at the latest, and for it to be renewed annually. This requirement must be flowed down the supply chain.

In this context 'information' means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Contract, including information provided in the Tender or negotiations which preceded the award of the Contract.

Please notify the Authority as soon as you become aware of any issues with Supply Chain ability to comply with Cyber Essentials.


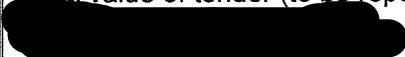
Ministry of Defence

TENDER

To the Secretary of State for Defence (hereinafter called "the Authority")

The undersigned Tenderer having read the Invitation to Tender – Less Complex Requirements – Competitive Procurement and accompanying Conditions of Contract, offers to supply the Deliverables (to the extent which the Authority may determine in ordering the Deliverables) at the price or prices and at the time or times stated and in accordance with any drawings and / or specifications stated in the Purchase Order and subject the above mentioned MOD Terms and Conditions.

The following additional information is provided:

Notification of Inventions
Please state below details invention or design, other restriction and any allegation of infringement specified in Paragraph 12.b and 12.d (continue on a separate sheet if necessary).
Not Applicable
Ozone Depleting Substances
Please state below details of the use of substances specified in Paragraph 13, or state "NIL RETURN" (continue on a separate sheet if necessary).
Asbestos
By signing this Offer, the Contractor confirms that the Deliverables do not incorporate asbestos as specified in Paragraph 15.
Premises where Contract will be performed (if applicable)
The Deliverables, or any part of them supplied under this Contract resulting from this Tender will be manufactured and or bought in from premises detailed below: Theofanitous Kritoss 41, Kato Polemidia 4152
Value of Tender (excluding VAT)
Total cost of Deliverables, including packaging, required computed at the Tenderer's quoted price 
Total value of tender (to be repeated below in WORDS) 

Value Added Tax

If registered for Value Added Tax purposes, please insert

- a. Registration No [REDACTED]
- b. Total amount of Value Added Tax payable on this tender (at current rate(s)) € [REDACTED]

Transparency

Should the Tenderer be awarded a Contract resulting from this tender, it understands that the Authority may publish the content of the Contract to the general public. The Sensitive Information which forms part of the Purchase Order is completed to assist the Authority in applying the appropriate exemptions in the FOIA and the EIR.

1. We certify that the offer made in connection with the above tender 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:

- the offered price has not been divulged to any third-party person,
- no arrangement has been made with any third party that they should refrain from tendering,
- no arrangement with any third party has been made to the effect that we will refrain from bidding on a future occasion,
- no discussion with any third party has taken place concerning the details of either's proposed price, and
- no arrangement has been made with any third party otherwise to limit genuine competition.

2. We understand that any instances of illegal cartels, market sharing arrangements or other anti-competitive practices, suspected by the Ministry of Defence 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.

3. We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

4. 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 Information in DEFFORM 539A.

Dated [REDACTED] Year [REDACTED]

In the capacity of [REDACTED]

Name: [REDACTED] Postal Address [REDACTED]

duly authorised to sign this tender for and on behalf of [REDACTED]

(Tenderer's Name)	Telephone No:
	Telex No:
	Fax No:
	Email:

Ministry of Defence - Lowest Price Methodology

1. This section details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.
2. The Lowest Price Methodology will award any resultant Contract to the lowest price tender that is technically and commercially compliant.
3. Should any exclusions, assumptions, dependencies or caveats apply to your Tender or any of the goods and/or services that you would provide when delivering the requirements, these should be clearly indicated in the relevant areas of the Tender.
4. Tenderers must submit their tender response in accordance with this section and in conjunction with the guidance contained on the DSP.

Tender Compliance Evaluation

5. Tenderers are required to complete and return the mandatory documentation and information set out in Defence Sourcing Portal. Tender Compliance will assess if:
 - The Tender was received within the due date and time;
 - The Statement Relating to Good Standing has been completed and submitted;
 - SC1A ITT Annex A (Offer) has been completed and submitted;
 - SC1A Standardised Contracting Terms have been accepted; and
 - Tender validity has been confirmed as 60 days.
6. If a Tenderer does not provide any of the items listed at point 5, they may be considered non-compliant.
7. The Authority reserves the right to undertake a financial health check of Tenderers as part of the Tender Compliance Evaluation. The Authority reserves to exclude Tenderers if there are concerns over their financial health.

Technical Evaluation

8. The Technical Evaluation will assess a Tenderers compliance against each of the technical criteria listed within the Authority's Statement of Requirement.
9. Technical questions within the DSP are 'Pass/Fail' and Tenderers will confirm their answer to each question by selecting 'Yes/No' as appropriate from the drop-down menu.
10. If Tenderers are unwilling or unable to answer 'Yes' (and therefore receive a 'Pass' mark) for any mandatory items, their submission will be deemed non-compliant and shall be rejected. Evaluation will cease and their tender will not progress to commercial evaluation.
11. If Tenderers are unwilling or unable to answer 'Yes', for any desirable criteria, their submission will still be deemed compliant and proceed to commercial evaluation. Responses to desirable criteria are for information only.
12. Tenderers are required to submit a specification sheet for proposed vehicles. Evaluators will use this for the purposes of substantiating Tenderers 'Yes/No' responses to mandatory and desirable criteria within the Statement of Requirements.

Commercial Evaluation

13. The Commercial Evaluation will assess the Total Price the Tenderer has offered to deliver all the requirements set out in the Statement of Requirement.
14. All prices must be submitted in €EUR ex VAT. Any contract awarded as a result of this requirement will be paid in €EUR.
15. Prices should be provided for each item listed in the DSP Commercial Envelope – Schedule of Requirements. This must reflect the costs in the Schedule of Requirements.
16. The Total Bid price as input on the DSP will be used for the purposes of the price evaluation.

Consensus Marking

17. The technical compliance marking will be a two-step process comprising of technical evaluation by independent evaluators followed by a consensus meeting.
18. During the independent evaluation process, each evaluator will separately (i.e. without conferring with other evaluators) validate Tenderer responses based on vehicle specification sheets submitted in support of 'Yes/No' answers provided.
19. Once the independent evaluation process has been completed a group meeting shall take place to confirm that a consensus has been met.

Lowest Price Tender Example

20. Below is an example for illustrative purposes:

Tender	Commercial Assessment	Technical Assessment	Cost (€NPV)	Rank
A	Pass	Pass	20	1
B	Pass	Pass	24	2
D	Pass	Fail	22	N/A
E	Fail	Fail	30	N/A