LEOC Commercial – PgMO & Utilities Commercial Senior Manager

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Email: '''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''

Your Reference: N/A

Our Reference: OSP/0014

Date: 16/12/2016

Dear Sir/Madam

**Invitation to Tender for the Army Equipment Support Publication and Technical Documentation Support Contract.**

**Reference No.** **OSP/0014**

You are invited to tender for the Army Equipment Support Publication (AESP) and Technical Documentation Support Contract in a competition, in accordance with the attached documentation.

The requirement as stated in the Schedule of Requirements and in all the ITT OSP/0014 associated Schedules.

The anticipated date for the contract award decision is 20/03/2017. Please note that this is an indicative date and may change.

You must submit your Tender to arrive no later than 10:00am 02/02/2017. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.

Please confirm receipt of this tender to the Commercial Manager stated in the below address by 21/12/2016.

''''''' '''''''''' ''''''''''''''''''''

Commercial Manager

PgMO Commercial

'''''''''''' '''''''''''''' '''''''''''''''' '''''''''''''' ''''''''''''''''' '''''''

''''''''''''''' '''''''''''''' ''''''''''

Tel: '''''''''' '''''''''' '''''''''''''''', Email: ''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''

A list of Suppliers Invited to submit a Tender can be located at Page 2 of the Covering Letter.

Yours faithfully,

'''''''''''''''''' '''''''''''''

PgMO & Utilities Commercial Senior Manager

Companies invited to tender:

''''''''''''' ''''''''''''''' ''''''''

''''''''''' '''''''''''''''''''''''

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**Invitation to Tender for**

OSP/0014 AESP & Technical Documentation Support

**Contents**

This invitation consists of the following documentation:

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

o Section A – Introduction Page 3

 Definitions

 Purpose

 ITT Documentation and ITT Material

 Tender Expenses

 Material Change of Control from Supplier Selection

 Contract Conditions

 Consultation with Credit Reference Agencies

 Other Information

|  |  |  |
| --- | --- | --- |
| o | Section B – Key Activities | Page 6 |
| o | Section C – Instructions on Preparing Tenders | Page 7 |

 Tenders for Selected Contractor Deliverables

 Construction of Tenders

 Validity

 Variant Bids

o Section D – Tender Evaluation Page 8

o Section E – Instructions on Submitting Tenders Page 33

 Submission of your Tender

 Samples

o Section F – Conditions of Tendering Page 34

 Conforming to the Law

 Bid Rigging and Other Illegal Practices

 Conflicts of Interest

 Government Furnished Assets

 Standstill Period

 Publicity Announcement

 Sensitive Information

 Remedies for Breach of Contract

 Reportable Requirements

 Conditions of Tendering Specific to this Requirement

o DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1

 Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory

Declarations

 Schedule of Requirements - Attached below

 Statement of Requirement – SOR contained in Word document incorporated into ITT

 Contract Conditions

 DEFFORM 111 – Appendix to Contract - Addresses and Other Information

 Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A)

 DEFFORM 28 – Tender Return Label

 SOR, Evaluation Strategy, KPIs,

**Section A - Definitions**

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

A3. “Invitation to Tender” (ITT) refers to the first document that the Authority sends out to potential

Tenderers that initiates a tender response, competitive dialogue or negotiation.

A4. A “Tender” is the offer that you are making to the Authority.

A5. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.

A6. “Schedule of Requirements” Attached below 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.

A7. The “Statement of Requirement” SOR contained in Word document incorporated into ITT details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached to this DEFFORM 47. This may include the System Requirements Document (SRD).

A8. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.

A9. “Contract Conditions” means the attached conditions that will govern any resultant contract. A10. A “Third Party” is any person who is not an employee of the Tenderer as defined at A2. **Purpose**

A11. The purpose of this ITT is to invite you to propose a solution / best price to meet the

Authority’s requirement. This documentation explains and sets out the:

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

b. instructions and conditions that govern this competition;

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

d. administrative arrangements for the receipt and evaluation of Tenders; and e. Contract Conditions that shall apply in the event that the Authority awards a

contract following this competition.

A12. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A13. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage, listed on page 2 of this DEFFORM 47.

A14. This ITT is totally exempt from advertising but is not exempt from the Defence and Security

Public Contract Regulations 2011.

**ITT Documentation and ITT Material**

A15. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings),

issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any intellectual property rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

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 A15.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 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 Commercial Team if you decide not to submit a Tender;

g. immediately return all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and

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’.

A16. 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 A15 above.

**Tender Expenses**

A17. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

**Material Change of Control from Supplier Selection**

A18. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

**Contract Conditions**

A19. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via https://www.gov.uk/acquisition-operating-framework.

Note: The MOD is changing to an electronic end to end procurement system. Any conditions relating to the payment process may be amended between the issue of this ITT and contract award. Any change will solely be for the purpose of ensuring payment is made.

**Consultation with Credit Reference Agencies**

A20. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

**Other Information**

A21.The Tenderers’ attention is drawn to the following other information:

See Schedule of Requirement

**Section B – Key Tendering Activities**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Initiated By** | **Submit to:** |
| Issue of ITT | 16 December 2016 | The Authority | Tenderers |
| Final date for  Clarification Questions / Requests for additional  information | 19 January 2017 | Tenderers | Role: '''''''''''' ''''''' '''''''''''''''''''''''''''''''''''''''''''''''''''''''''''  Email: ''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''  Post address: ''''''''''''''' '''''''''''''''' ''''''''' ''''''''''''' '''''''''''''' ''''''''''''''''' Bristol, BS34 8JH |
| Final Date for Requests for Extension 1 | 19 January 2017 | Tenderers | Role: '''''''''' '''''' '''''''''''''''''''''''''''''''''''''''''''''''''''''''''''  Email: ''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''  Post address: '''''''''''''' '''''''''''''''' '''''''' '''''''''''' ''''''''''''''''' '''''''''''''''' Bristol, BS34 8JH |
| The Authority issues  Final Clarification  Answers | 26 January 2017 | The Authority | All Tenderers 2 |
| Tender Return | 10 AM, 02 February 2017.  Tenders received after this shall be removed from the competition | Tenderers | The Tender Board, using  DEFFORM 28 |
| Tender Evaluation Period | 6 February to  3 March 2017 | The Authority | N/A |
| Notification of Successful Tenderer and start of standstill period | 10 March 2017 | The Authority | All Tenderers |

Table 1 – Key Tendering Activities

**Notes**

1. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.

2. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.

**Section C - Instructions on Preparing Tenders**

**Tenders for Selected Contractor Deliverables**

C1. You must Tender for all the Contractor Deliverables listed in the attached Schedule of Requirements. The Authority reserves the right to reject your Tender where you have not tenderered for all of the Contractor Deliverables.

**Construction of Tenders**

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP. Prices must be Firm Price.

C3. To assist the Authority’s evaluation please set out your Tender response in accordance with

Section D (Tender Evaluation).

**Validity**

C4. In accordance with F3 your Tender must be valid / open for acceptance for 120 calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

C5. Variant Bids Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

C6. The Authority cannot evaluate any Variant Bids during this competition.

**Deliverables**

C7. The Tender shall include the deliverables stated in the below table:

|  |  |
| --- | --- |
| **Question** | **Deliverable** |
| 2.1 | Draft Communication plan |
| 2.2 | Resource and Programme Management Plan |
| 2.3 | Draft of the Deliverable Quality Plan |
| 2.4 | Response to question as instructed |
| 2.5 | Response to question as instructed |
| 2.6a | Completed TPF part 2 |
| 2.6b | Response to question as instructed |

**Section D – Tender Evaluation**

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

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

**Most economically advantageous tender**

MEAT Technical: Price Ratio: 80:20

The Tender Evaluation will be conducted in the following stages:

**Stage 1**:

Tenders will be assessed for compliance against all Mandatory criteria. A fail in this stage will render your tender non-compliant resulting in the removal from the competition. No further evaluation will be carried out. The Mandatory criteria are:

* Returns completed in DEFFORM 47 Annex A (Offer)
* Minimum Technical Requirements met as per Table 3
* Acceptance of Contract Terms and Conditions.

|  |  |  |
| --- | --- | --- |
| **Mandatory Requirements Criteria:** |  |  |
| Returns completed in DEFFORM 47 Annex A (Offer)  (See section F, paragraph 17) |  | Pass / Fail |
| Minimum Technical Requirements met |  | Pass / Fail |
| A Statement Relating to Good Standing signed at Director level or equivalent.  In accordance with **DSPCR 2011, Part 4: Selection of Economic Operators**, any evidence of offences or misconduct shall exclude the supplier. |  | Pass/ Fail |
| Supply a copy of your Company’s ISO 9001 Certificate either 2008 or 2015, confirming that it is in date and the scope meets the requirement of the work to be conducted. |  | Pass / Fail |
| Failure to meet the Mandatory Criteria will result in your tender being non-compliant. | | |

Table 2 – Mandatory Requirements Criteria

## Acceptance of Contract Terms and Conditions

For the Terms and Conditions, the response shall be provided by the Tenderer in table 6 below. For any Non Compliance (NC) stated, the Tenderer shall provide an explanation to the Authority as to the reason. Any anticipated issues with meeting the Terms and Conditions are to be addressed through the Clarification period. Any subsequent changes that result shall be notified to all Tenderers. Any Non Compliance of the Terms and Conditions at Tender submission will result in Tender rejection with no further evaluation being carried out.

Table 6 - Contract Terms and Conditions

| **Terms and Conditions** | **Level of Compliance**  FC=Full Compliance NC=Non Compliance | **Reason for Non Compliance** |
| --- | --- | --- |
| Section A – General contract Provisions |  |  |
| A1 |  |  |
| A2 |  |  |
| A3 |  |  |
| A4 |  |  |
| A5 |  |  |
| A6 |  |  |
| A7 |  |  |
| A8 |  |  |
| A9 |  |  |
| A10 |  |  |
| A11 |  |  |
| A12 |  |  |
| A13 |  |  |
| A14 |  |  |
| A15 |  |  |
| A16 |  |  |
| A17 |  |  |
| A18 |  |  |
| A19 |  |  |
| A20 |  |  |
| A21 |  |  |
| A22 |  |  |
| A23 |  |  |
| A24 |  |  |
| A25 |  |  |
| Section B – The Contractor Deliverables |  |  |
| B1 |  |  |
| B2 |  |  |
| B3 |  |  |
| Section C - Price |  |  |
| C1 |  |  |
| Section D – Intellectual Property |  |  |
| D1 |  |  |
| Section E – Facilities and Assets |  |  |
| E1 |  |  |
| Section F - Delivery |  |  |
| F1 |  |  |
| Section G – Payments and Receipts |  |  |
| G1 |  |  |
| G2 |  |  |
| G3 |  |  |
| Contract Administration |  |  |
| H1 |  |  |
| H2 |  |  |
| H3 |  |  |
| J – Project Specific DEFCONS and DEFCON SC |  |  |
| DEFCON 23 (SC3); |  |  |
| DEFCON 76; |  |  |
| DEFCON 127; |  |  |
| DEFCON 532B(SC3); |  |  |
| DEFCON 611 (SC3); |  |  |
| DEFCON 625; |  |  |
| DEFCON 630 (SC); |  |  |
| DEFCON 637 (SC3); |  |  |
| DEFCON 659A\*; |  |  |
| DEFCON 660 |  |  |
| DEFCON 703 |  |  |
| Section K – Special Conditions that apply to the contract |  |  |
| K5 |  |  |
| K6 |  |  |
| K8 |  |  |
| K13 |  |  |
| K15 |  |  |
| Section L – Process that apply to the contract |  |  |
| L1 |  |  |
| L2 |  |  |
| L3 |  |  |
| L4 |  |  |
| Schedules to the contract |  |  |
| Schedule 1 |  |  |
| Schedule 2 |  |  |
| Schedule 3 |  |  |
| Schedule 4 |  |  |
| Schedule 5 |  |  |
| Schedule 6 |  |  |
| Schedule 7 |  |  |
| Schedule 8 |  |  |
| Schedule 9 |  |  |

**Stage 2**:

The technical and commercial elements of Tenders will be evaluated using the process detailed below.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| This Tender will be evaluated using the MEAT method. This is a comparative score and the scoring method is worked out using the ratio and calculation provided. The optimum is the highest technical score and lowest price, this together would get the highest total score. If you had the highest technical score but your price was double than that of the lowest priced compliant Tender, this would receive a lower total score.  **Technical - Questions**  Table 7 - Technical Evaluation   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Technical Criteria** | **Score** | **Min score required to be acceptable** | **Weight** | **Total: Score x Weight** | | 2.1 Communications Plan |  | 3 | 10 |  | | A communications plan is to be delivered and agreed and shall explain how the Contractor shall communicate with the stakeholder community throughout the duration of the contract. **(Ref. SOR Annex A, Appendix 1, Task 1.1)**  Please provide a draft communications plan, showing evidence of how you intend to deliver against the following (this list is not exhaustive):  1. Clearly identify intended engagement with associated stakeholders.  2. Clearly identify methods of engagement.  3. Clearly identify regularity of engagement.  4. Be measurable and auditable.  5. Be agreed to by the Stakeholder and customer.  6. Clearly identify the record keeping procedures.  7. Be fit for purpose (i.e. clearly identify levels of support required from stakeholder organisations).  8. Conduct task-related stakeholder engagement **(SOR Annex A, Appendix 1, Task 2.2):**   * Engagement with external stakeholders, industry or academia is also included within this activity and a full auditable record should be kept in accordance with the agreed record keeping protocol. * Be conducted to ensure the final deliverable is as up-to-date and accurate as practicable. * Be arranged and co-ordinated to ensure that appropriate/relevant personnel only are in attendance.   9. Please detail how publication enquires will be:   * Provided on an ad hoc basis to the User. * Referred back to Customer POC, if the knowledge is not available. * Logged and recorded on the shared area, and made available at the monthly progress meeting; this is to include a record of   response times.  **NOTE; the maximum page count for the response to the question is 3 (three) A4 pages, using size 11 Arial font. If the Tenderer exceeds this limit, the evaluator shall read no further than the maximum, and the score awarded shall be based only on the first two pages provided.** |  |  |  |  |  |  |  |  | | --- | --- | --- | | **2.1 Criterion Scores:** | | | | Each individual criterion will be evaluated against the following scoring mechanism. | | | | 0 | Not  Answered | Nil or no relevant response provided. | | 1 | Poor | The response addresses some of the elements of the requirement but does not detail or explain how the requirement will be fulfilled. | | 2 | Partially  Acceptable | The response partially addresses the elements of the requirement but contains insufficient / limited detail or explanation how the requirement will be fulfilled. | | 3 | Acceptable | The response addresses the majority of the elements of the requirement but does not fully detail or explain how the requirement will be fulfilled. | | 4 | Good | The response is sufficiently detailed and demonstrates a good understanding and provides details of how the requirements will be fulfilled. | | 5 | Excellent | The response is comprehensive, unambiguous and demonstrates a thorough understanding of requirement and provides details of how the requirement will be  met in full. | | **NOTE: A Tenderer must receive a score of 3 or more for each question for the tender to be compliant. Failure to score 3 or more on any question will result in rejection of the bid.** | | |  |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Technical Criteria** | **Score** | **Min score required to be acceptable** | **Weight** | **Total: Score x Weight** | | 2.2 Resource Plan & Programme Management: |  | 3 | 10 |  | | A Resource and Programme Management Plan shall be in place for the duration of the Contract to provide confidence to the Authority that the relevant Suitably Qualified and Experienced Personnel (SQEP) are available to meet the surges, priorities and timely delivery of this requirement.  The Resource Plan shall demonstrate the mitigation that the Contractor shall have in place in order to adequately cope with surges in workloads. This shall demonstrate how the Contractor shall deal with workload surges without impacting on the delivery timescales or quality of the delivery.  1. Provide confidence through explanation to the Authority that you are able to deliver/achieve the outputs of this requirement during surges in both this requirement and current workload.  2. Please provide evidence of 6 SQEP personnel to be used in undertaking the contract:  3. Confirm key personnel as submitted with the DPQQ response are still relevant and where not, provide CVs of additional/revised personnel.  **NOTE; the maximum page count for the response to the question is 3 (three) A4 pages – excluding CVs – using size 11 Arial font. If the Tenderer exceeds this limit, the evaluator shall read no further than the maximum, and the score awarded shall be based only on the first two pages provided and a review of the CVs.** |  |  |  |  |  |  |  |  | | --- | --- | --- | | **2.2 Criterion Scores:** | | | | Each individual criterion will be evaluated against the following scoring mechanism. | | | | 0 | Not  Answered | Nil or no relevant response provided. | | 1 | Poor | The response addresses some of the elements of the requirement but does not detail or explain how the requirement will be fulfilled. | | 2 | Partially  Acceptable | The response partially addresses the elements of the requirement but contains insufficient / limited detail or explanation how the requirement will be fulfilled. | | 3 | Acceptable | The response addresses the majority of the elements of the requirement (including providing evidence to demonstrate ability to provide 6 SQEP personnel) but does not fully detail or explain how the requirement will be fulfilled. | | 4 | Good | The response is sufficiently detailed and demonstrates a good understanding and provides details of how the requirements will be fulfilled (including providing evidence to demonstrate ability to provide 6 SQEP personnel). | | 5 | Excellent | The response is comprehensive, unambiguous and demonstrates a thorough understanding of requirement and provides details of how the requirement will be  met in full (including providing evidence to demonstrate ability to provide 6 SQEP personnel). | | **NOTE: A Tenderer must receive a score of 3 or more for each question for the tender to be compliant. Failure to score 3 or more on any question will result in rejection of the bid.** | | |  |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Technical Criteria** | **Score** | **Min score required to be acceptable** | **Weight** | **Total: Score x Weight** | | 2.3 Quality Management Plan - SOR Annex A, Appendix 1, Task 5.9: |  | 3 | 10 |  | | The Authority is keen to understand how the Tenderer assures that quality and traceability of the systems it produces and how it maintains the quality and traceability requirement in its supply chain.  The Tenderer shall provide a comprehensive draft Deliverable Quality Plan (DQP) in accordance with the requirements of AQAP 2105 as referenced in the SOR for quality management and configuration control. The DQP shall cover all contract requirements detailed in the SOR.  The DQP should include but not be limited to:  1. The methods and controls used to assure quality and traceability within their own structure and throughout their supply chain.  2. Where and when these assurance activities are undertaken.  3. The quality assurance control points used to ensure product conformity.  4. Demonstrate how they will ensure that the Quality Objectives will be achieved by demonstrating how the end product will comply with the specified standards and contractual requirements.  5. How the risk of version control is managed (to be included in the Document Control Section)  7Record Keeping Protocol **(SOR Annex A, Appendix 1 Task 1.2):**   * How clear and concise records will be held. * How records will be updated within 5 working days. * How discussions/information is highlighted to the authority. * It should also detail the processes for updating and maintaining all relevant documents on a shared working environment.   This question will be assessed within the attached evaluation form (See Annex B to DEFFORM 47), and will be scored against the criteria in Section D.  **NOTE; the maximum page count for the response to the question is 4 (two) A4 pages, using size 11 Arial font. If the Tenderer exceeds this limit, the evaluator shall read no further than the maximum, and the score awarded shall be based only on the first two pages provided.** |  |  |  |  |   **Scoring for Quality Management Evaluation (Q 2.3)**   |  |  | | --- | --- | | **Overall mark (%)** | **Score** | | **0** | **0** | | **1 – 20** | **1** | | **21 – 40** | **2** | | **41 – 60** | **3** | | **61 – 80** | **4** | | **81 – 100** | **5** | |  | | | **Minimum acceptable score** | **3** |   Table 4 – Quality Management Evaluation  The Deliverable Quality Plan (DQP) shall be reviewed against the guidance outlined at ANNEX B to DEFFORM47. This gives a scoring on the compliance of the response against the criteria set out, which corresponds to a score out of 5.   |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | | **AESP & TECHNICAL DOCUMENTATION SUPPORT CONTRACT** | | | | | | | | | | **2.4** – Review and Update AESP Sections - Methodology Assessment, Scenario 1 | | | | | | | | | | Evaluator’s Name |  | | | Company |  | | | | | Task Title | **AESP14/001** | | | **Score** | | | |  | | **Minimum score required be acceptable** | | | | 3 | | **Weighting Factor:** | | | | 25 | | **Total: Score x Weighting** | | | |  | | **Scenario**  *The following AESP information is not related to a specific piece of equipment, it is provided as an example for this scenario only.*  An AESP Octad has not been updated since 2006.  For context, The AESP contains the following categories with the following page counts:   * 101 – 20 pages * 111 - 18 pages * 201 – 310 pages * 211 – 34 pages * 302 – 406 pages * 512 – 338 pages * 522 – 472 pages * 523 – 212 pages * 532 – 36 pages * 533 – 22 pages * 543 – 20 pages * 601 – 58 pages * 711 – 1132 pages * 741 – 80 pages * 811 – 16 pages * 821 – 142 pages   To note:   * Digital Photos Required * There are two outstanding Form 10s on the AESP: * 1 requires a simple NSN change, * 1 requires an illustrational update * The training school has some feedback and updates that they wish to be incorporated into the update. Engagement with the Original Equipment Manufacturer (OEM) will be required regarding the updates and overall approval from the OEM will be required.   ---------------------------------------------------------------------------------------------------------------------------  For this scenario, using the Authority’s tasking process, further details of which can be found in Schedule 5 of the ITT; Please provide detail of how the tasking process will be carried out including (but not limited to):   * A detailed breakdown and programme of activity for each publication requiring amendment or production. * A detailed breakdown of activity for each task. To include key activities, how you would determine; the number of hours / grade of staff required, any IBAs that require setting up and T&S details e.g. Number of vehicles required, approximate mileage, overnight stays required etc. * Please detail your pricing methodology. If you have more than one pricing structure that you apply, please detail what these are, and what assessments you make to determine which to use. * Conduct amendments and new publications in line with the tasking, gaining stakeholder feedback / input and in accordance with current legislation. * Specify when stakeholder engagement is planned to take place * Ensure that stakeholder engagement is commensurate with the task (i.e. what engagement may involve, document circulation reviews, meetings, workshops, 1-2-1’s etc.) * Ensure it allows contingency time to account for delays in stakeholder responses. * Ensure that all Internal Business Arrangements required are identified and accounted for. * Ensure that all visits are accounted for and captured. * Ensure that all time estimates are realistic and justified within / against the programme of work. * Provide details of how the draft publications will: * Be circulated with sufficient levels of amendment to enable review, and verification activity to commence with confidence from the stakeholder community. These publications shall be made available to the Authority in soft copy and shall be uploaded into the Shared File Environment.   E.g. First Draft to include:   * + - All format changes     - All departmental name changes     - All updates driven by legislation     - All newly proposed text.     - Highlights of all issues raised and under consideration.   E.g. Second Draft (Verification or Final Draft) shall:   * Include all relevant amendment information * Address feedback received, * To the best of knowledge, be ready for issue.   Note: Throughout this process there must be a clear indication of changes made thus enabling the stakeholder community to focus where necessary on changes made.   * Detail how Final Draft of updated or amended Technical Publications are to:   + Be produced in line with the latest Standard and Format Guidance.   + Be uploaded onto TDOL (including pagination sheets, master word copies and camera ready copies).   + Be issued to the Authority.   + Be held on file and a record maintained. * All documents shall be produced in accordance with the latest available formatting guidance and in accordance with relevant legislation. * How any necessary updates to JAMES, KIT Articles, and DIN creation will be managed.   **NOTE; the maximum page count for the response to the question is 4 (four) A4 pages, using size 11 Arial font. If the Tenderer exceeds this limit, the evaluator shall read no further than the maximum, and the score awarded shall be based only on the first four pages provided.** | | | | | | | | | | Evaluator’s Comments: | | | | | | | | | | Mark 0 - 5 |  | Signature |  | | | Date |  | |  |  |  |  | | --- | --- | --- | | **2.4 Criterion Scores:** | | | | Each individual criterion will be evaluated against the following scoring mechanism. | | | | 0 | Not  Answered | Nil or no relevant response provided. | | 1 | Poor | The response addresses some of the elements of the requirement but does not detail or explain how the requirement will be fulfilled. | | 2 | Partially  Acceptable | The response partially addresses the elements of the requirement but contains insufficient / limited detail or explanation how the requirement will be fulfilled. | | 3 | Acceptable | The response addresses the majority of the elements of the requirement but does not fully detail or explain how the requirement will be fulfilled. | | 4 | Good | The response is sufficiently detailed and demonstrates a good understanding and provides details of how the requirements will be fulfilled. | | 5 | Excellent | The response is comprehensive, unambiguous and demonstrates a thorough understanding of requirement and provides details of how the requirement will be  met in full. | | **NOTE: A Tenderer must receive a score of 3 or more for each question for the tender to be compliant. Failure to score 3 or more on any question will result in rejection of the bid.** | | |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | | **AESP & TECHNICAL DOCUMENTATION SUPPORT CONTRACT** | | | | | | | | | | **2.5**. Create a New AESP from Manufacturer’s Documentation - Methodology Assessment, Scenario 2 | | | | | | | | | | Evaluator’s Name |  | | | Company |  | | | | | Task Title | **AESP14/002** | | | **Score** | | | |  | | **Minimum score required be acceptable** | | | | 3 | | **Weighting Factor:** | | | | 25 | | **Total: Score x Weighting** | | | |  | | **Scenario**  *The following AESP information is not related to a specific piece of equipment, it is provided as an example for this scenario only.*  **A**. Create a new AESP from Manufacturer’s documentation.  Manufacturer’s documentation provided:   * Operating, Maintenance instruction manuals * Spare Parts Manual * Drawing and specifications of specific parts * Centre of Gravity Drawing * Bill of Materials * Trials Report * Asset List * Training Manual   For context, the AESP contains the following categories only:   * 101 * 201 * 512 * 522 * 601 * 741   To note:   * Line Art illustration required   ---------------------------------------------------------------------------------------------------------------------------  For this scenario, using the Authority’s tasking process, further details of which can be found in Schedule 5 of the ITT; Please provide detail of how the tasking process will be carried out including (but not limited to):   * A detailed breakdown and programme of activity for each publication requiring amendment or production. * A detailed breakdown of activity for each task. To include key activities, how you would determine; the number of hours / grade of staff required, any IBAs that require setting up and T&S details e.g. Number of vehicles required, approximate mileage, overnight stays required etc. * Please detail your pricing methodology. If you have more than one pricing structure that you apply, please detail what these are, and what assessments you make to determine which to use. * Conduct amendments and new publications in line with the tasking, gaining stakeholder feedback / input and in accordance with current legislation. * Specify when stakeholder engagement is planned to take place * Ensure that stakeholder engagement is commensurate with the task (i.e. what engagement may involve, document circulation reviews, meetings, workshops, 1-2-1’s etc.) * Ensure it allows contingency time to account for delays in stakeholder responses. * Ensure that all Internal Business Arrangements required are identified and accounted for. * Ensure that all visits are accounted for and captured. * Ensure that all time estimates are realistic and justified within / against the programme of work. * Provide details of how the draft publications will: * Be circulated with sufficient levels of amendment to enable review, and verification activity to commence with confidence from the stakeholder community. These publications shall be made available to the Authority in soft copy and shall be uploaded into the Shared File Environment.   E.g. First Draft to include:   * + - All format changes     - All departmental name changes     - All updates driven by legislation     - All newly proposed text.     - Highlights of all issues raised and under consideration.   E.g. Second Draft (Verification or Final Draft) shall:   * Include all relevant amendment information * Address feedback received, * To the best of knowledge, be ready for issue.   Note: Throughout this process there must be a clear indication of changes made thus enabling the stakeholder community to focus where necessary on changes made.   * Detail how Final Draft of updated or amended Technical Publications are to:   + Be produced in line with the latest Standard and Format Guidance.   + Be uploaded onto TDOL (including pagination sheets, master word copies and camera ready copies).   + Be issued to the Authority.   + Be held on file and a record maintained. * All documents shall be produced in accordance with the latest available formatting guidance and in accordance with relevant legislation. * How any necessary updates to JAMES, KIT Articles, and DIN creation will be managed.   **NOTE; the maximum page count for the response to the question is 4 (four) A4 pages, using size 11 Arial font. If the Tenderer exceeds this limit, the evaluator shall read no further than the maximum, and the score awarded shall be based only on the first four pages provided.** | | | | | | | | | | Evaluator’s Comments: | | | | | | | | | | Mark 0 - 5 |  | Signature |  | | | Date |  | |  |  |  |  | | --- | --- | --- | | **2.5 Criterion Scores:** | | | | Each individual criterion will be evaluated against the following scoring mechanism. | | | | 0 | Not  Answered | Nil or no relevant response provided. | | 1 | Poor | The response addresses some of the elements of the requirement but does not detail or explain how the requirement will be fulfilled. | | 2 | Partially  Acceptable | The response partially addresses the elements of the requirement but contains insufficient / limited detail or explanation how the requirement will be fulfilled. | | 3 | Acceptable | The response addresses the majority of the elements of the requirement but does not fully detail or explain how the requirement will be fulfilled. | | 4 | Good | The response is sufficiently detailed and demonstrates a good understanding and provides details of how the requirements will be fulfilled. | | 5 | Excellent | The response is comprehensive, unambiguous and demonstrates a thorough understanding of requirement and provides details of how the requirement will be  met in full. | | **NOTE: A Tenderer must receive a score of 3 or more for each question for the tender to be compliant. Failure to score 3 or more on any question will result in rejection of the bid.** | | |   Table 3 – Criterion Scores  **Pricing – Question** | |  |
| **2.6a** AESP'''''''''''''''' Task Assessment - Pricing |
| An AESP for **'''''''''''** has been included at ANNEX C to the DEFFORM 47.  A TPF part 1 has been included below.  In response to the work requested in TPF part 1, please complete the TPF Part 2 (below).  TO NOTE;  1) This is purely for technical and pricing assessment purposes, and is not to be considered as an offer of work, or a guaranteed piece of work under the contract.  2) In this instance the hourly rates for each role are NOT to be included on the TPF Part 2. The Authority shall use the rates provided in Schedule 7 to assess the cost over each of the financial years. As such, the standard TPF Part 2 has been adjusted for ease of completion. The hours stated on the TPF Part 2, in conjunction with the rates stated in Schedule 7 shall be used for the **Pricing Evaluation**.  The Pricing scoring evaluation is in table 5.  **NOTE; the maximum response to the question is the completed TPF Part 2. If the Tenderer exceeds this limit, the evaluator shall read no further than the maximum, and the score awarded shall be based only on the information provided on TPF Part 2.** |

**TASKING PROPOSAL FORM (TPF) – Part One**

**STATEMENT OF WORK**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Guidance notes: | | | | | | | | |
| To be completed by the Authority. Identify the task, associated GFX, key supporting information, points of contact and target dates. Must have clear and measurable targets and deliverables/outputs. | | | | | | | | |
| 1. | To: | CONTRACTOR | | | | From: | The Authority | |
| 2. | Task Title: | | ''''''''''''''' Update | | | | | |
|  | Task No: | | AESP14/0003 | | | | | Revision No: 1.0 |
| 3. | Statement of Work:  Using the methodology used in response to 2.4 (scenario 1), review and update the '''''''''''''' AESP, limited to the categories provided (101, 111, 201, 211, 522, 532, 601, 711, 741).  When stating hours undertaken by resource, assume all OEM information given up front, and no further correspondence would be required with them. | | | | | | | |
| See “pick-list” on following page | | | | | | | |
|  | | | | | | | |
| Target Date for Completion of Work: | | | 01/02/2017 | | | | |
| 4a. | Signed: Original Signed  ESM (originator/sponsor)  Tel. No 123456 | | | | Name ESM.  (BLOCK CAPITALS)  Date 12/12/2016 | | | |
| 4b. | Signed: Original Signed  Project Manager  Tel. No 654321 | | | | Name PM(BLOCK CAPITALS)  Date 12/12/2016 | | | |

|  |  |
| --- | --- |
| **Item** | **Required (Y/N)** |
| Safety Case Review /Cross check against e-cassandra required? (If yes, ensure view access permissions for contractor are in place) | N |
| Are any outstanding / extant AESP Form 10s to be incorporated? | N |
| Are NSN updates required? (cross-check against VERITAS). | Y |
| Are maintenance activities to be updated on JAMES? | N |
| Is a KIT magazine article required? | N |
| Is a draft AESP Cat 111 required? | N |
| Confirm level of illustration required: e.g. screen shots, supplied photos, line art | Supplied Photos |
| Is an editorial review of the whole document / Octad required? (E.g. typos, correct grammar etc.) | Y |
| Is Mod Form 374 (Pagination) action required? | Y |
| Are amendment pages/instructions required? | N |
| Is an upload to TDOL required? | Y |
| Is a Defence Instruction Notice (DIN) required? | N |
| Are Hard copies required? If so, Indicate number of copies | Y – 1 |
| Is the task subject to ITAR regulations | N/A |
| Are site visits to OEM required for liaison, source data collection  (e.g. photographs, drawings, new operating or maintenance procedures). If so, provide information to inform costings. | N |
| **Please also indicate (compulsory information for all TPF Part 1).** | |
| If the subject AESP is in the Contractor vault on TDOL | Y |
| State here who the Publication Sponsor is | Authority |
| State here who the Design Organisation is | N/A |
| State here the File reference (from the file plan). | N/A |
| State here the Security classification | OFFICIAL SENSITIVE |
| Please confirm if BDSG should be granted access to the AESP | N |
| Principal point of contact | OEM – N/A |
| ESM (or delegate) |
| State here the reviewing stakeholders | Authority |
| If an existing AESP, state here the AESP Octad number | 5420\_K\_100 |

**TASKING PROPOSAL FORM (TPF) - Part Two**

**TIME / COST QUOTATION**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **To be completed by the Contractor**. Provide a cost breakdown by grade/activity per man hour. Where the task spans more than one Financial Year (FY) please provide the cost breakdown per FY (1st April to 31st March).  Statement by the Contractor:  A Cost/Time quotation is provided in Section 3 below in respect of Tasking No **AESP14/0003**. On the basis of current programme planning the resources defined in Section 3 are available for the period shown without conflict with existing commitments. **This is a Firm Price**. | | | | | | | | | | |
| 1. | Task No: **AESP14/0003** | | | Revision No: 1.0 | | | | | | Quote Expiry Date: |
| 2. | Assumed start date: | | | | | Completion date: | | | | |
| 3. |  | | | | |  | | | | |
| a. | Man Hour / Days (Firm man day rates inclusive of profit & overheads in accordance with the man hour / day rate agreed at Annex B to the Contract.  (Any additional breakdown should be attached separately) | | | | | | | | | |
|  | 1 | Technical Author | | | | | | | | |
|  | No. of man hours  ………… | | |  | | |  | | |
|  | 2 | Project Manager | | | | | | | | |
|  | No. of man hours  ………… | | |  | | |  | | |
|  | 3 | Quality Assurer | | | | | | | | |
|  | No. of man hours  ………… | | |  | | |  | | |
|  | 4 | Illustrator | | | | | | | | |
|  | No. of man hours  ………… | | |  | | |  | | |
|  | 5 | Typist | | | | | | | | |
|  | No. of man hours  ………… | | |  | | |  | | |
|  | 6 | TDOL Updates/Uploads | | | | | | | | |
|  | No. of man hours  ………… | | |  | | |  | | |
|  | 7 | Safety | | | | | | | | |
|  | No. of man hours  ………… | | |  | | |  | | |
|  | 8 | Other (Director) | | | | | | | | |
|  | No. of man hours  ………… | | |  | | | |  | |
| b. | Material/Subsistence/SMEs:(If required additional breakdown attached separately) | | | | | |  | | | |
|  |  | | | | | |  | | | |
|  | | | | | | | | | | |
| 4. | Dependencies: | | | | | | | | | |
| 5. | Signed (Contractor): | |  | | | | | | | |
|  | Name: | |  | | | | | | | |
|  | Date: | |  | | | | | | | |

**Calculation of Tendered Prices for Commercial Evaluation Scores**

The information to be used in the commercial evaluation shall come from Schedule 7 (Contract Prices) of the Contract and the hours stated in the TPF Part 2 provided as the response to Q 2.7a.

These will be used to calculate the quote price for the task in Q 2.7a, across each financial year of the contract.

The sum of these shall form the final figure used for commercial evaluation, as specified in Table 5 below.

**Table 5 – Pricing for Q 2.6a**

| **Tendered Price for Financial Year(s)** | **SOR Ref.** | **Total Cost of Task (ex. VAT)** |
| --- | --- | --- |
|  |  | (Hours per Role x Schedule 7 Rates per Role) |
| FY 16/17  (01/04/2016-31/03/2017) | 7 | (a) |
| FY 17/18  (01/04/2017-31/03/2018) | 7 | (b) |
| FY 18/19  (01/04/2018-31/03/2019) | 7 | (c) |
| FY 19/20  (01/04/2019-31/03/2020) | 7 | (d) |
| FY 20/21  (01/04/2020-31/03/2021) | 7 | (e) |
|  |  | ∑(a+b+c+d+e) |
| **Total figure Used for Evaluation** | |  |

Table 5 - Calculation of Tendered Prices for Commercial Evaluation Scores

**Technical – Questions (continued)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Technical Criteria** | **Score** | **Min score required to be acceptable** | **Weight** | **Total: Score x Weight** |
| **2.6b** AESP'''''''''''''''' Task Assessment - Technical |  | 3 | 20 |  |
| Please provide an explanation for the number of hours assigned to each role in the TPF Part 2 response to **2.6a**.  This will be taken into consideration with the methodology stated in the response to 2.5 to ensure the requirement has been understood, and that the hours stated are justifiable against a suitable methodology.  The response to this question will be considered as part of the **Technical Evaluation**.  **NOTE; the maximum page count for the response to the question is 2 (two) A4, using size 11 Arial font. If the Tenderer exceeds this limit, the evaluator shall read no further than the maximum, and the score awarded shall be based only on the first two pages provided.** |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| **2.6b Criterion Scores:** | | |
| Each individual criterion will be evaluated against the following scoring mechanism. | | |
| 0 | Not  Answered | Nil or no relevant response provided |
| 1 | Poor | The response justifies some of the assigned resource but contains limited detail or explanation how the requirement will be met against a methodology |
| 2 | Partially  Acceptable | The response justifies most of the assigned resource, but does not fully detail or explain how the requirement will be met against a suitable methodology |
| 3 | Acceptable | The response justifies the assigned resource, and is coherent against a suitable methodology. |
| 4 | Good | The response is fully justifiable and coherent against a suitable methodology, demonstrates a good understanding, and provides details of how the requirements will be fulfilled |
| 5 | Excellent | The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides a full justification of resource appointed, and details of how the requirement will be met against a suitable methodology |
| **NOTE: A Tenderer must receive a score of 3 or more for each question for the tender to be compliant. Failure to score 3 or more on any question will result in rejection of the bid.** | | |

**Technical Score (A)** - A Technical Score of 80% shall be allocated to the most technically compliant Tender. The score for the other Tenderers shall be calculated using the following percentage difference formula,

*=Total Available Marks X (Tender Technical Mark/Highest Technical Mark)*

*Example,*

*Tenderer 1 is awarded a Score of 540/600 (highest)*

*Tenderer 2 is awarded a Score of 420/600*

*Tenderer 1 Technical Score is therefore 80 marks.*

*Tenderer 2 Technical Score is calculated as follows:*

*= 80 x (420 / 540) = 62.2 (to 1 decimal place)*

**Commercial Score (B)** - A Commercial Score of 20% shall be allocated to the most commercially compliant Tender. The method for calculating the score is explained in Calculation of Tendered Prices for Commercial Evaluation Scores (DEFFORM 47 table 5). The score for the other Tenderers shall be calculated using the following percentage difference formula,

*=Total Available Marks X (Lowest Tendered Price/Tendered Price)*

*Example,*

*Tenderer 1 Price of £150,000*

*Tenderer 2 Price of £125,000 (Lowest)*

*Tenderer 2 Commercial Score is therefore 20 marks.*

*Tenderer 1 Commercial Score is calculated as follows:*

*= 20 x (£125,000/£150,000) = 16.7 (to 1 decimal places)*

**Total Score**

Once allocated a percentage score, the scores will be added together has follows,

*Technical Score (A) + Commercial Score (B) = Winning Tender*

*Example,*

*Tenderer 1 = 80 + 16.7 = 96.7*

*Tenderer 2 = 62.2 + 20 = 82.2*

*Tenderer 1 would be the winning Tenderer in this example*

In the event of two or more Tenders being awarded the same total the Authority shall choose the Tender with the lowest price.

**Section E – Instructions on Submitting Tenders**

**Submission of your Tender**

E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter

to this DEFFORM 47. The Authority reserve the right to reject any Tender received after the stated date and time. You must provide 3 paper & 1 CD un-priced copies and 2 paper & 1CD priced copies of your Tender.

E2. You must include the electronic copy/ies of the priced and unpriced Tender with the associated paper copy/ies only. You must label CDs containing electronic copies of the Tender with “Includes Prices” or “Unpriced”. The electronic copies of the Tenders must be compatible with Microsoft Office Word 2010 and other MS Office 2010 applications. If you, password protect or encrypt any information on CDs containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.

E3. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your Priced Tender.

E4. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.

E5. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.

E6. If you intend to hand deliver your Tender you must inform the Commercial Officer (''''''' '''''''''''''''' ''''''''''''''''''', '''''''''' ''''''' ''''''''''''''''''''''''''''''''''''''''''''''''''''''''', email: '''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''') of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.

E7. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

**Samples**

E8. Samples are not required.

**Section F – Conditions of Tendering**

F1. The issue of ITT Documentation is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance of that, is a matter solely for your commercial judgement. The Authority reserves the right to:

a. seek clarification or additional documents in respect of a Tenderer’s submission;

b. visit your site;

c. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;

d. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;

e. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;

f. withdraw this ITT at any time, or to 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 Single Source Contract Regulations 2014;

h. choose not to award any contract as a result of the current procurement process;

i. award a Contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and/or

j. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

F2. 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 expiration of the period specified in paragraph C4 and subject to paragraph F3.

F3. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C4. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings challenging the award of the contract are instituted, prior to entry into contract, it is a condition of this ITT that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

**Conforming to the Law**

F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU

and UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn in particular to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation then 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. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.

F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed

Compliance Regime in your Tender. As a minimum this must include:

a. 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 / non-disclosure agreements (e.g. DEFFORM 702);

f. the Authority’s rights of audit; and

g. physical and managerial separation.

Should your Tender be accepted your proposed Compliance Regime will become part of the

Contract Conditions and shall be legally binding.

**Government Furnished Assets**

F9. 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 that GFA from the named Commercial Officer.

**Standstill Period**

F10. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORM 158 is sent. Where this is not a working day it extends to midnight at the end of the next working day.

**Publicity Announcement**

F11. The Authority will publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition between suppliers. You should complete and return DEFFORM 539A as explained in the DEFFORM 47 Annex A and associated Appendix 1.

F12. If you wish to make a similar announcement, you must seek approval from the named

Commercial Officer.

F13. Under no circumstances should you confirm to any Third Party the Authority’s acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority’s announcement of the award of contract, whichever occurs first.

**Sensitive Information**

F14. 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.

F15. For these purposes, the Authority may share within Government any of the Contractor’s documentation / information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC2 Schedule 9, or SC3 Schedule 6) and consent to these terms as part of the competition process. This allows the MOD to share information with other Government departments whilst complying with our obligations to maintain confidentiality.

**Remedies for Breach of Contract**

F16. You should be aware of the contractual remedies set out in the Contract Conditions. Damages for breach of contract are not limited under the contract. However, you should also note that in exercising it rights and remedies under the contract the Authority must act in a reasonable and proportionate manner having due regard to the nature and consequences of the breach of contract. If you are unsure about the potential liability under the contract, you should seek advice from the

named Commercial Officer.

**Reportable Requirements**

F17. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach these returns listed in the Annex and, where you select yes, you attach the relevant information.

F18. The answers provided are for statistical or Contract Management purposes and are not evaluated. However, failure to complete this part of the Annex makes your Tender non-compliant.

F19. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your banker and the relevant bank account number on contract award.

**Specific Conditions of Tendering**

F20. The Tenderers’ attention is drawn to the following:

Not Applicable

**Tender Ref No. OSP/0014**

**Ministry of Defence**

**DEFFORM 47 Annex A Edn 09/16**

Tender Submission Document (Offer)

**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, 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 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  \*Where ‘No’ is selected, Scots Law will apply. | | | | 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 |
|  |  |  |  | |  |
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|  |  |  |  | |  |
|  |  |  |  | |  |
| **Mandatory Declarations** (further details are contained in Appendix 1 to DEFFORM 47 Annex  A (Offer)): | | | **Tenderer’s Declaration** | | |
| Is the offer subject to the Authority contracting for all the Contractor Deliverables? | | | Yes\* / No | | |
| Is the offer made subject to a Minimum Order Quantity? | | | Yes\* / No | | |
| Are the Contractor Deliverables subject to Registered Designs or Patents? | | | Yes\* / No | | |
| Are the Contractor Deliverables subject to Foreign Export Control and Security  Restrictions? | | | Yes\* / No | | |
| Are the Contractor Deliverables subject to Overseas Expenditure? | | | Yes\* / No | | |
| Have you complied with all regulations relating to the operation of the collection of  custom import duties? | | | Yes / No | | |
| 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 Enterprise (SME)? | | | Yes / No | | |
| 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 (DEFFORM 539A)? | | Yes / No |
| If you have not already signed a corporate level DEFFORM 30 have you attached one? | | Yes / No |
| If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version? | | Yes\* / No / N/A |
| Do the Contractor Deliverables contain Asbestos, as defined by the control of  Asbestos Regulations 2012? | | Yes\* / No |
| Have you completed and attached a DEFFORM 68 – Hazardous Articles,  Deliverables materials or substances statement? | | Yes\* / No |
| Do the Contractor Deliverables (including Packaging) use Substances that deplete  the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC  744/2010) of the European Parliament and of the Council? http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances- deplete-ozone-layer | | Yes\* / No |
| Are you able to support the objectives of Reservist and other supplier support to the  Armed Forces? | | Yes\* / No |
| Have you attached The Bank/Parent Company Guarantee? | | Yes\* / No / Not Required |
| Have you completed, or are you working towards Cyber Essentials accreditation or equivalent and will have it in place by the Commencement Date of the Contract. | | Yes\* / No |
| If applicable are you working with your proposed supply chain to ensure where relevant they achieve Cyber Essentials accreditation or equivalent prior to the  commencement date of each sub contract. | | Yes\* / No / N/A |
| Have you complied with the requirements of the Military Aviation Authority  Regulatory Articles? | | Yes / No / Not Required |
| Have you completed the additional Mandatory Requirements? | | 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** | | |
| 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:  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.  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.  We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.  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. | | |
| **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)  **duly authorised to sign this Tender for and on behalf of:**  (Tenderer’s Name) | **Postal Address:**  **Telephone No:**  **Registered Company Number:**  **Dunn And Bradstreet Number:** | |

**Appendix 1 to DEFFORM 47 Annex A (Offer) Edn 09/16**

**Part Tender**

**Information on Mandatory Declarations**

1. Under Condition of Tendering F1, the Authority reserves the right to order some or part of your

Tender. If your offer is subject to the Authority contracting for all the Contractor Deliverables select

‘Yes’ and provide further details in your Tender.

**Minimum Order Quantities**

2. Where your offer is subject to minimum order quantities select ‘Yes’ and provide further

details in your Tender.

**Notification of Inventions etc.**

3. Where the Contractor Deliverables are subject to any Registered Intellectual Property Rights

select ‘Yes’.

4. You must clearly state in your Tender any Contractor Deliverable to be produced under any resultant contract that is, or is likely to be, the subject of a Patent, a Registered Design right or an application for either, or an unregistered design right, owned by either yourself or a Third Party. This includes anything of this nature affecting the performance of any resultant contract or subsequent use of any Contractor Deliverable by the Authority. You must specifically draw attention to:

a. any Patent or Registered Design (or application for either) or unregistered design right you own or control which is or appears to be relevant to the Contractor Deliverables, the use of which by or on behalf of the Authority may give rise to a claim under Sections 55 or 56 of the Patents Act 1977, or Section 12 of the Registered Designs Act 1949, or Section 240 of the Copyright, Designs and Patents Act 1988;

b. any allegation made against you, whether by claim or otherwise, of an infringement of an intellectual property right (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 4.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 4.b.

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

6. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

**Notification of Foreign Export Control Restrictions**

7. 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:

a. Whether all or part of any Contractor Deliverables are or will be subject to: (1) a non-UK export licence, authorisation or exemption; or

(2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

b. If requested, a summary of every existing expected or known licence and restriction referred to in paragraph 7.a. This includes any related obligation or restriction and the extent they place an obligation or restriction on the Authority, including:

(1) the exporting nation and the export licence number, where known; (2) the Contractor Deliverables affected;

(3) the nature of the restriction and obligation; (4) the authorised end use and end users;

(5) any specific restrictions on access by Third Parties, or by individuals based on their nationality, to the Contractor Deliverables; and

(6) any specific restrictions on re-transfer or re-export to Third Parties of the Contractor Deliverables of anything delivered or used in the performance or fulfillment of them.

c. If requested, you must provide an outline of your mitigation plan to manage performance risks on any resultant contract based on paragraph 7.a.

8. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraphs 7.a and 7.b. If you are unable to obtain adequate information, you must state this in your Tender when responding to paragraph 7.a and

7.b.

9. 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.

10. If you have previously provided information under paragraph 7 you can provide details of the previous notification and confirm the validity.

11. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.

12. It is the Winning Tenderer(s) responsibility to ensure they comply with any restrictions stated in paragraph 7 during the life of the contract. This includes any restrictions the Authority has explicitly stated / clarified in any ITT documentation.

13. 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 7.

**Overseas Expenditure**

14. You must provide details in your Tender of any expenditure outside the UK, including:

a. country in which sub-contract is placed / to be placed;

b. name, division and full postal address of sub-contractor;

c. value of sub-contract; and

d. date sub-contract placed / to be placed.

15. Should you propose the supply of Articles of US origin the export of which from the USA are subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details in your Tender. This will allow the Authority to make a decision whether the export can or cannot be made under the auspices of 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**

16. European Union (EU) legislation permits the use of various procedures to suspend customs duties.

17. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the procedures to be applied and the estimated Import Duty to be incurred and / or suspended.

18. 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 and Customs (HMRC) authorisations.

**Sub-contracts Form 1686**

19. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. 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 Security Policy Framework – Contractual Process chapter. You can access a word version of Form 1686 on GOV.UK at: https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/367494/Contractual\_ Process\_-\_Appendix\_5\_form.doc

**Small and Medium Enterprises**

20. The Authority is committed to supporting the Government’s small and medium-sized enterprise (SME) initiative; its aspiration is that 25% of spend, direct and through the supply chain, should go to SMEs by 2015. The MOD uses the EU definition of an SME.

21. 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 subcontractors are encouraged to make their own commitment and register with the Prompt Payment Code at: http://www.promptpaymentcode.org.uk.

22. Suppliers are also encouraged to work with the Authority to support the wider SME initiative. The link below to the Cabinet Office website provides information on the Government’s Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative. https://www.gov.uk/government/publications/2010-to-2015-government-policy-government- buying/2010-to-2015-government-policy-government-buying#appendix-1-making-sure-government- gets-full-value-from-small-and-medium-sized-enterprises.

23. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd

Web address: www.contracts.mod.uk

Tel No: 0845 270 7099

**Transparency, Freedom of Information and Environmental Information**

**Regulations**

24. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister’s letter of May 2010 (https://www.gov.uk/government/policies/government-transparency-and-accountability) and the information contained within DEFCON539.

25. 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 2002 (“the EIR”).

26. You should complete the attached Tenderer’s Commercially Sensitive Information Form

DEFCON539 (DEFFORM 539A), explaining which parts of your Tender you consider are commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.

27. 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**

28. Tenderers must note that use of the Authority’s Purchase to Payment (P2P) system is a mandatory requirement for this contract. You can view information on the P2P system and the methods to connect at www.d2btrade.com. Please feel free to consult the service provider on connectivity options. The Winning Tenderer will be required to sign DEFFORM 30 (Electronic Transaction Agreements) at a corporate level - if you are not already registered on P2P - and unconditionally accept DEFCON 5J (Unique Identifiers), DEFCON 129J (The Use of Electronic Business Delivery Form); and DEFCON 522J (Payment under P2P). Where Standardised Contracting 2 (SC2) or Standardised Contracting 3 (SC3) conditions are used, unconditional acceptance of all references to P2P in clause G1 is required. A failure to do so will result in your tender being non-compliant.

**Change of Circumstances**

29. Where circumstances have changed with regard to a Statement Relating to Good Standing or you have not previously submitted a Statement Relating to Good Standing select ‘Yes’ and submit a Statement Relating to Good Standing with your Tender.

**Asbestos, Hazardous Items and Depletion of the Ozone Layer**

30. 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’ and provide further details in your Tender.

**Military Aviation Authority (MAA) Requirements**

31. There are no Military Aviation Authority Requirements.

**Bank or Parent Company Guarantee**

32. A Bank or Parent Company Guarantee is not required.

**Cyber Essentials Accreditation**

33. For all new requirements advertised from 1st January 2016 which entail the transfer of MOD identifiable information1 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.

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

**The Armed Forces Covenant**

35. The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the Armed Forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

1 In this context ‘information’ shall have the meaning as defined in the contract.

36. The Covenant’s two principles are that:

a. The Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and

b. 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 Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

37. Guidance on the various ways you can demonstrate your support through the Corporate

Covenant is at: https://www.gov.uk/government/policies/armed-forces-covenant.

38. 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: '''''''''''''''''''''''''''''''''''''''''''''''''''''''''''''

Address: '''''''''''''''''' '''''''''''''''' '''''''''''''''''''''' '''''''''''''''

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39. Paragraphs 35 – 38 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.

**DEFFORM 47 Annex B**

**Deliverable Quality Plan (DQP) Review Guidance**

This is provided as a separate file:

20161102\_OSP0014\_AESP2\_DEFFORM47\_Annex B\_DQP Eval-'''''

**DEFFORM 47 Annex C**

**'''''''''''' AESP**

This is provided as a separate Zip file, containing the relevant sections:

20161102\_OSP0014\_AESP2\_DEFFORM47\_Annex C\_'''''''''''''-''''''''''''