



DE&S

Tender Number :
MCS/1024

Description:
Supply and Support of Portable Radar Simulators in support of Naval Electronic Warfare programmes

Ministry of Defence

Invitation to Tender

To: See covering email	Tender No: MCS/1024 ITT Issue Date: 24 November 2014 Due for return by 13 January 2015
	From: DES Ships Comrcl-MCS-6 Birch 1b #3133 MOD Abbey Wood Bristol , BS34 8JH Tel No: 030 679 86687 Fax No: Extn:

NOTICES TO TENDERERS

1. You are invited to Tender, in accordance with the following conditions, for the supply of Articles and / or Services detailed in the accompanying Invitation to Tender (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 make a public announcement concerning the award of the contract for the requirement described in the attached Schedule of Requirements. The announcement will include information on any subcontracts placed down the supply chain valued at £1 million plus. To this end, unless there are specific objections for doing so, tenderers are requested to provide details of such subcontracts on the attached DEFFORM 47SC (Sub-contracts down the Supply Chain).

3. Any tenderer (s) who wishes to make a similar announcement, either coincident with or subsequent to MOD's announcement, should contact the commercial officer named above. The content of any announcement a successful tenderer(s) may wish to make must be cleared in advance by the appropriate MOD acquisition team and the MOD Security branch responsible for clearance of publicity material for open publication.

4. If the notice inviting Tenders was advertised in the OJEU or MOD Contracts Bulletin, MOD will publish, unless there are specific and valid reasons for not doing so, the following information on the contract awarded:

- 1) Contractor's Name;
- 2) Nature of goods or service to be supplied;
- 3) Award criteria;
- 4) Rationale for contract award;

5) 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 MOD of their acceptance, and / or ahead of 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 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 subcontract 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: 0141 270 7329

Submission of Tender

7. Your Tender is to be submitted in a sealed envelope, bearing the enclosed label (DEFFORM 28), to the address shown thereon, for receipt no later than the date and time stated above. The outer packaging must clearly distinguish between commercial and technical tenders. For health and safety reasons no individual package should weigh more than 11 kilos.

8. The envelope bearing the DEFFORM 28 label will not be opened until the date and time printed thereon. The Authority cannot undertake to give consideration to any Tender submitted in a different manner (for example, by telephone, facsimile, email or telex) or any Tender not received on time. Where the Tenderer is required to provide electronic copies of Tenders, these must be provided with the Tender (s) to the Tender Board.

9. Any request for an extension of the period for tendering must be received at least 4 working days before the due date for return, but no undertaking can be given that an extension will be granted. Correspondence connected with your Tender which requires attention before the due date or communications stating that no Tender will be submitted should be sent in a separate envelope bearing no external reference to the ITT Reference Number or return date, addressed to the MOD address as stated above. This procedure is designed to preserve equity between Tenderers by ensuring that no premature disclosure of Tender details can take place.

10. No useful purpose is served by enquiring about the result of a competition. Tenderers will be notified of the Authority's decision as early as possible.

Conditions of Contract

11. A full set of the relevant Standard Contract Conditions and DEFCONs / DEFFORMs will only be attached to the ITT when it is thought that you do not already have access to them. If you have any doubt about the requirements, please telephone the MOD commercial officer named above. Forms specified herein may be obtained from MOD, Forms and Publication Commodity Management, PO Box 2, Building C16, C Site, Lower Arcott, Bicester, OX25 1LP. **These are available electronically via <https://www.gov.uk/acquisition-operating-framework>.**

INSTRUCTIONS TO TENDERERS

1. **Price** In order to facilitate the comparison of Tenders, the prices quoted for the Articles and / or Services and packaging must be calculated in strict accordance with the definition of Contract Price included in the Conditions of Contract.
2. **Orders for Parts of the Tender** The Authority reserves the right, unless the Tenderer expressly stipulates to the contrary in their Tender, to order some or all of the Articles and / or Services stated on the Schedule of Requirements in this ITT.
3. **Alternative Conditions** Subject to paragraph 5 hereof, the Tenderer shall comply with the notices and instructions set out in this DEFFORM and the Conditions of Contract in the accompanying ITT Material. Any offer made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone. The Tenderer may, however, draw attention in their Tender to any existing understanding or interpretation with the Authority regarding Conditions of Contract which they would want to apply to their Tender.
4. **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.
5. **Variant Bids**
 - a) The Tenderer is may only submit a variant bid, where the Contract Notice states variant bids will be considered (or where EU Regulations do not apply). A variant bid is a Tender which offers an alternative approach to, or method of, meeting the Authority's requirements as established in this ITT. The Authority will give full and careful consideration to any variant bid which the Tenderer may wish to submit. To facilitate such consideration, a variant bid should be offered, so far as possible, on the basis of the conditions set out in this ITT.
 - b) The variant bid must meet the minimum 'mandated' criteria as stated in the Tender Evaluation Strategy. Any variant bid will be evaluated using only the stated criteria.
 - c) The Authority reserves the right to accept a variant bid where it considers that this meets its requirement as established by this ITT. The Authority's decision will be final in this regard.
 - d) The Authority will not ordinarily seek to use a variant bid as the basis for a further round of tendering, having given all Tenderers the same encouragement to think radically. Exceptionally, where the Authority considers that the tendering exercise has been ineffective, or where a variant bid has revealed its requirement to have been expressed in terms that inhibited the achievement of best value for money, it may determine that its requirement as established by this ITT should be amended and may seek new or revised Tenders based on an amended ITT. The Authority may in amending the ITT take account of the broad general features of variation from a variant bid but only with the prior written approval of the Tenderer concerned which shall not be unreasonably withheld, taking account of the extent of the amendment and the Tenderer's commercial interests. The Tenderer may mark or otherwise identify areas of particular commercial sensitivity in their variant bid which require prior discussion with the Authority on measures to protect the Tenderer's commercial interests in any exercise to seek new or revised Tenders. MOD will invite the Tenderer concerned to tender against any amended ITT in these circumstances, if they are still eligible against the original eligibility criteria.
6. **Alteration to Schedule of Requirements by the Tenderer** Any alteration to the Schedule of Requirements considered desirable 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 the foregoing paragraphs 3 to 5.
7. **Completion of Tender**
 - a) In the event of an Article 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 Article.
 - 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 Articles or Services.** Tenders need not necessarily be for all the Articles or Services listed in the Schedule of Requirements. The words "No Tender" should be inserted in the price column against items for which no offer is made.
9. **Bid costs** The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this tender, including if the tender process is terminated or amended by the Authority.
10. **Alteration of Entries** Once a price or other entry has been inserted, it should not be altered or erased. Any necessary correction should be effected by striking through the unwanted entry and inserting the correct one adjacent to it. All such corrections should be initialled by the Tenderer.

11. **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 MOD Commercial Branch without delay if any additional ITT Material is required for the purpose of tendering.

b) **Return of ITT Material** In the event that a recipient of ITT Material decides not to participate in the submission of a tender, the ITT Material shall be returned to its place of issue without delay. If a tender is submitted to the Authority, the ITT Material may be retained by the Tenderer until the result of the competition is known. In the event that the Tenderer's bid is unsuccessful the ITT Material shall be returned to its place of issue without delay.

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 11a., 11b. and 11c.

12. **Samples** 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:

a) The Tenderer's name and address.

b) The ITT Reference Number and due date for return of the Tender.

c) Description and Item Number as shown in the Schedule of Requirements.

d) The Authority shall retain all samples for 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.

13. **Notification of Inventions etc.**

a) In their Tender the Tenderer shall notify the Authority of:

i. any invention or design the subject of Patent or Registered Design rights (or application thereof) of which the Tenderer is aware which is owned by a third party and which 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;

ii. whether they are subject to any restriction (including any export requirement or restriction) as to disclosure or use or obligation to make payments in respect of any other intellectual property (including technical information) required for the purpose of any resultant contract or subsequent use by the Authority of anything required to be done or delivered under any resultant contract;

iii. any allegation of infringement of intellectual property rights made against the Tenderer which pertains to the performance of any resultant contract or subsequent use by the Authority of anything required to be done or delivered under any resultant contract;

iv. any patent or registered design, (or application thereof) owned or controlled by the Tenderer and which appears to be relevant to the Articles or Services required under any resultant contract, and use of which by or on behalf of the Authority may give rise to a claim under Sections 55 and 56 of the Patents Act 1977, or Section 12 of the Registered Designs Act 1949;

b) the Tenderer shall at the request of the Authority give the Authority particulars of every restriction and obligation referred to in sub-paragraph 13.a)ii. and shall give the Authority any information for an authorisation to be given under Section 2 of the Defence Contracts Act 1958;

c) if the information required under this Paragraph 13 has been provided previously, the Tenderer may satisfy these requirements by giving details of the previous notification.

14. Notification of Foreign Export Control and Security Restrictions

a) In respect of any Articles or Services, as defined in DEFCON 501, likely to be required for the performance of any resultant contract, the Tenderer shall provide the Authority with the following information:

- i) In the Tender, the Tenderer shall notify the Authority if it is aware of whether all or part of any articles or services (which includes information and software) to be delivered under any resultant contract is or will be subject to:
 - a) a non-UK export licence, authorisation or exemption, or
 - b) any other related transfer controlthat imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property specific restrictions mentioned in paragraph 11.
- ii) If requested by the Authority, the Tenderer shall give the Authority a summary of every existing or expected licence and restriction referred to in paragraph 12(a)(i) and any related obligation or restriction to the extent they place an obligation or restriction upon the Authority with which the Authority must comply, including, to the extent applicable to such obligations or restrictions:
 - a) the exporting nation including the export licence number, where known,
 - b) the Articles and Services (including information and software) affected,
 - c) the nature of the restriction and obligation,
 - d) the authorised end use and end users,
 - e) any specific restrictions on access by third parties, or by individuals based upon their nationality, to the Articles or to anything delivered or used in the performance or fulfilment of the Services, and
 - f) any specific restrictions on re-transfer or re-export to third parties of the Articles or of anything delivered or used in the performance or fulfilment of the Services.

The Tenderer shall not be required to disclose any of the provisos to a licence (or even the existence of them) to the extent that they do not relate to an obligation or constraint with which the Authority must comply.

b) If requested by the Authority, the Tenderer shall provide an outline of its plan to mitigate the risks to the performance of the contract of the imposition of non-UK export controls and related end use, end user or re-transfer or re-export restrictions or restrictions on disclosure to individuals based upon their nationality identified at paragraph 14(a)(i) above.

c) The Tenderer shall use reasonable endeavours to obtain from all entities within its potential supply chain information sufficient to enable the Tenderer to respond fully to the provisions of paragraphs 14.a and 14.b. If the Tenderer is unable to obtain adequate information, the Tenderer shall make this known to the Authority when responding to paragraph 14(a)

d) If the Tenderer becomes aware at any time during tendering that all or part of any Articles or Services (which includes information and software)) proposed to be delivered under any resultant contract by virtue of controls imposed by a non-UK Government is likely to be made available to the Authority through the vehicle of a Government-to-Government sale only, the Tenderer shall promptly inform the Authority.

e) If the Tenderer has previously provided to the Authority the information required under this paragraph 14, the Tenderer may satisfy these requirements by giving details of the previous notification and confirming that they remain valid and satisfy the provisions of sub-paragraphs 14(a) to 14(d).

f) Where the Authority provides information or items or both to enable the Tenderer to prepare and submit its tender, or knows that at the time it issues the Invitation to Tender that any contractor selected to perform the contract resulting from this Invitation to Tender will be required to use any information or item, and that information or item is subject to a non-UK export licence or other related technology transfer control encompassed by the provisions of paragraph 14(a)(i)., the Authority may, or at the request of the Tenderer undertakes to, give the Tenderer a summary of every non-UK export licence or other related technology transfer control and related obligation of which it is aware applicable to those items or information, including, to the extent applicable to the performance of the Contract if awarded to the Tenderer:

- i) the exporting nation including the export licence number, where known,
- ii) the items or information affected,
- iii) the nature of the restriction and obligation,
- iv) the authorised end use and end users,
- v) any specific restrictions on access or use by third parties, or by individuals based upon their nationality, to the items or information affected,
- vi) any specific restrictions on re-transfer or re-export to third parties of the items or information affected.

This does not include Intellectual Property specific restrictions of the type mentioned in paragraph 13.

The Tenderer shall notify the Authority immediately if it is unable for whatever reason to abide by any restriction referred to above.

g) The Authority shall provide the Tenderer with all reasonable assistance to facilitate the granting of an export licence by a foreign Government in respect of information contained within the Tender to enable its submission to and evaluation by or on behalf of the Authority without prejudice to the United Kingdom Government's position on the validity of any claim by a foreign Government to extra-territoriality.

15. The Montreal Protocol As a signatory to the Montreal Protocol on Substances that deplete the Ozone Layer, Her Majesty's Government is committed to the reduction of the production and consumption of those substances controlled under the Protocol. The Tenderer must therefore state whether their response will involve the use of any or all of the substances named in the attached Annex A (in which case they must also provide full details of such use, including where this relates to packaging) or submit a "NIL RETURN". This does not apply to ITTs for Food, Services or Studies (where a report is the only output).

16. Dangerous Articles and Substances It is a condition of this ITT that where the ITT calls for, or the Tenderer proposes, the use of dangerous articles or substances, the Tenderer shall provide with their Tender a completed Safety Data Sheet in accordance with DEFCON 68. 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.

17. Elimination Of Asbestos Where this Invitation to Tender is for the procurement of Arms, Munitions or War Materials, the Contractor shall not incorporate asbestos of any kind into any of the Articles procured under any resultant contract with the MOD without its prior permission. This permission shall not be given unless that incorporation of asbestos would be lawful under the Control of Asbestos Regulations 2006 (SI 2006/2739) and the terms of any Certificate of Exemption issued by the Secretary of State for Defence in exercise of the power vested in him by regulation 33 of that SI.

18. Customs Import Duty Council Regulation (EC) No 150/2003 suspends Customs duties on a wide range of military weapons and equipment imported into the European Union. Tenderers are advised that:

- a) for Articles or materials or components eligible for suspension of import duties under Council Regulation (EC) No 150/2003 a statement of the estimated value of the import duties included in the contract price is to be reported as part of the tender response for those items not yet imported into the European Union;
- b) if use of Council Regulation (EC) No 150/2003 is to be implemented no import duty shall be allowable in the final Contract Price in respect of those Articles, materials and components not yet imported into the European Union;
- c) it is the Tenderers responsibility to ensure compliance with all regulations relating to operation of the collection of import duties. This includes obtaining HMRC end use relief authorisation;

the Authority will, as Competent Authority, issue a Certificate in respect of Articles eligible for suspension of import duties at the award of any contract arising from this Invitation to Tender if deemed appropriate.

19. Government Furnished Supplies Where any tangible property of the Authority, including Government Furnished Assets, but excluding documents and intangible information, is issued by the Authority in aid of the ITT, the Tenderer shall include that property of the Authority in their Public Store Account and it shall be treated in accordance with Def Stan 05-99 (Issue 2). Unsuccessful Tenderers are to seek disposal instructions for that property from the Commercial Officer responsible for the ITT.

20. **Transparency, Freedom of Information and Environmental Information Regulations**

a) Tenderers should be aware that, should they be 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 Prime Minister's letter of May 2010 (<http://www.number10.gov.uk/news/statements-and-articles/2010/05/letter-to-government-departments-on-opening-up-data-51204>.)

b) Before publishing the Contract, the MOD shall 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) In order to assist the MOD in applying the exemptions in the FOIA and the EIR, Tenderers should complete the attached DEFFORM 539A, explaining which parts of their Tender they consider to be commercially sensitive. Tenderers are also requested to include on the Form the details of a named individual who may be contacted with regard to FOIA and EIR.

c) 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 Tender 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.

21. **Work at Government Establishments** Tenderers are reminded of their obligations under DEFCON 76 (Clause 16) to notify the Authority of any health and safety hazards, risks associated with such hazards, or precautions which should be taken emanating from such risks, resulting from work to be performed at Government Establishments under any contract resulting from this Invitation to Tender.

22. **Consultation with Credit Reference Agencies** The Authority may consult credit reference agencies to assess the creditworthiness of a client / supplier. Information on creditworthiness may be used by MOD to support and influence decisions to enter into business with a client / supplier.

23. **Conflicts of Interest** 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 can occur outside of direct commercial relationships between MOD and its suppliers and therefore all personnel involved in acquisition (both Authority and Tenderer) should be familiar with Commercial Policy Statement No1 – Conflicts of Interest.

Accordingly, Tenderers shall notify immediately the Authority of any current or potential Conflicts of Interest relating to the requirement and shall give particulars of every instance.

Where the Authority permits the tenderer or any entity within the tenderer's potential supply chain or any entity providing advisory services to the tenderer or its potential supply chain to work on both the Client and Supply side, the Contractor shall, as a legally binding agreement or condition of contract, be required to:

a) Adopt a formally agreed, legally binding, Compliance Regime (CR) between the Authority and the Contractor. This shall include but not be limited to:

- i. Manner of operation and management;
- ii. Roles and responsibilities;
- iii. Standards for integrity and fair dealing;
- iv. Levels of access to and protection of competitors sensitive information and Government Furnished Information;
- v. Confidentiality / Non-disclosure agreements (e.g. DEFFORM 702);
- vi. The Authority rights of audit;
- vii. Physical and Managerial separation.

b) Identify potential or actual Conflicts of Interest.

c) Investigate breaches.

24. **Small Medium Enterprises** The MOD is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its aspiration that 25% of spend, direct and through the supply chain, goes to SMEs by 2015. A

key aspect of this is ensuring that its suppliers and any suppliers within the supply chain are paid promptly. All suppliers to the Department are encouraged to make their own commitment and register with the Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>. Suppliers are also encouraged to work with the Department 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. <http://www.cabinetoffice.gov.uk/content/crown-representative-smes-stephen-allott>

THE TENDERER MUST SIGN AND RETURN ONE COPY OF DEFFORM 47 (OFFER) WITH HIS TENDER

MONTREAL PROTOCOL SUBSTANCES

CFCs - Production of controlled CFCs has stopped.

CFC-11(trichlorofluoromethane)	CFC-211
CFC-12(dichlorodifluoromethane)	CFC-212
CFC-13	CFC-213
CFC-111	CFC-214
CFC-112	CFC-215
CFC-113 (trichlorotrifluoroethane)	CFC-216
CFC-114 (dichlorotetrafluoroethane)	CFC-217
CFC-115 (chloropentafluoroethane)	

The above substances are also used in blends: e.g.

CFC-500 (CFC-12/HFC-152a)

CFC-502 (CFC-115/HCFC-22).

Halons - Production of controlled Halons has stopped.

Halon-1211 (bromochlorodifluoromethane - BFC)

Halon-1301 (bromotrifluoromethane - BTM)

Halon-2402

HBFCs - Production has stopped.

CH ₂ FBr ₂	C ₂ H ₂ F ₂ Br ₂	C ₃ HF ₄ Br ₃	C ₃ H ₃ F ₂ Br ₃
CHF ₂ Br	C ₂ H ₂ F ₃ Br	C ₃ HF ₅ Br ₂	C ₃ H ₃ F ₃ Br ₂
CH ₂ FBr	C ₂ H ₃ FBr ₂	C ₃ HF ₆ Br	C ₃ H ₃ F ₄ Br
	C ₂ H ₃ F ₂ Br	C ₃ H ₂ FBr ₅	C ₃ H ₄ FBr ₃
C ₂ H ₂ FBr ₄	C ₂ H ₄ FBr	C ₃ H ₂ F ₂ Br ₄	C ₃ H ₄ F ₂ Br ₂
C ₂ HF ₂ Br ₃		C ₃ H ₂ F ₃ Br ₃	C ₃ H ₄ F ₃ Br
C ₂ HF ₃ Br ₂	C ₃ H ₂ FBr ₆	C ₃ H ₂ F ₄ Br ₂	C ₃ H ₅ FBr ₂
C ₂ HF ₄ Br	C ₃ HF ₂ Br ₅	C ₃ H ₂ F ₅ Br	C ₃ H ₅ F ₂ Br
C ₂ H ₂ FBr ₃	C ₃ HF ₃ Br ₄	C ₃ H ₃ FBr ₄	C ₃ H ₆ FBr

HCFCs - Production to be run down and phased out by 2015.

Certain use controls apply.

HCFC-21	HCFC-141	HCFC-225ca	HCFC-243
HCFC-22	HCFC-141b	HCFC-225cb	HCFC-244
HCFC-31	HCFC-142	HCFC-226	HCFC-251
HCFC-121	HCFC-142b	HCFC-231	HCFC-252
HCFC-122	HCFC-151	HCFC-232	HCFC-253
HCFC-123	HCFC-221	HCFC-233	HCFC-261
HCFC-124	HCFC-222	HCFC-234	HCFC-262
HCFC-131	HCFC-223	HCFC-235	HCFC-271
HCFC-132	HCFC-224	HCFC-241	
HCFC-133	HCFC-225	HCFC-242	

CARBON TETRACHLORIDE (CCl₄) - Production has stopped.

1,1,1-TRICHLOROETHANE (C₂ H₃ Cl₃) - Production has stopped.

METHYL BROMIDE (CH₃Br) - Production limits apply.

Tenderer's Commercially Sensitive Information Form

ITT Ref No:
Description of Tenderer's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information in Tender:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency/Freedom of Information matters: Name: Position: Address: Telephone Number: E-mail Address:

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

The undersigned (hereinafter called "the Tenderer") having read the Notices and Instructions to Tenderers and Conditions of Contract in the Invitation to Tender (ITT) such as DEFCONs, Standard Conditions of Government Contracts for Stores Purchases and such other terms and conditions as are specified in the ITT Material hereby offers to supply the Articles/Services specified in the attached Schedule of Requirements (to the extent which the Authority may determine in ordering the Articles/Services), at the price or prices and at the time or times stated therein and in accordance with any drawings and/or specifications stated in the Schedule and subject to the above-mentioned terms and conditions. Subject to paragraph 3 of DEFFORM 47, it is agreed that only the terms and conditions set out in the Invitation to Tender or any amendments issued by the Authority will apply.

The following additional information is provided:

Law	
Any contract which may result from this Tender shall be subject to English Law unless the Tenderer expresses a preference for Scots Law here:	
Premises where contract will be performed (if applicable)	
The contract resulting from this Tender will be performed at the Tenderer's and major sub-contractor's (if applicable*) premises at:-	
(*state nature of sub-contract work and name and address of contractor(s). If necessary, give details in a separate letter accompanying the Tender)	
Value of Tender (excluding VAT)	
a.	Total cost of Articles/Services required computed at the Tenderer's quoted price £.....
b.	Adjustment, if any, due to Articles/Services being required to be packaged to a £..... standard other than that provided for in the price *Reduction/Addition (*delete as appropriate)
c.	Total Value of Tender (to be repeated below in WORDS) £..... (WORDS:)
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)) £.....
Transparency	
Should the Tenderer be awarded the Contract resulting from this Tender, it gives consent to the Authority to publish the content of the Contract to the general public. The completed DEFFORM 539A -Tenderer's Commercially Sensitive Form is attached.	
Dated thisday ofYear	
Signature:	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)
Name: (in BLOCK CAPITALS)	Postal Address:
duly authorised to sign this tender for and on behalf of: (Tenderer's Name)	Telephone No: Telex No: Fax No:

Special Notices and Instructions to Tenderers (SNITs)

THE CONTENTS OF THIS INVITATION TO TENDER MUST NOT BE DISCLOSED TO UN-AUTHORISED PERSONS AND MUST BE USED ONLY FOR THE PURPOSES OF TENDERING.

In addition to the Notices and Instructions specified elsewhere in the Invitation to Tender (ITT) the following shall also apply:

ITT DOCUMENTS

1. The following documents make up this ITT:

- DEFFORM 47
- Special Notices and instructions.
- Contract terms and conditions.
- DEFFORM 28 Tender return label (paper copy only).
- Statement of Requirements.
- Security Aspects Letter. (paper copy only).
- Compliance Matrix template. (Electronic copy only).
- Memorandum of Security for MOD Contractors. (Electronic copy only).
- DShips Common Risk Classification Matrix (Ref: Ships EBG SEP/001/001 dated July 2009. (Electronic copy only).
- HLMT V5.5 format. (Electronic copy only).

QUESTIONS AND POINT OF CONTACT

2. If any documentation is missing, requires clarification or you have any questions then they should be forwarded to the Authority's Commercial Officer detailed below:

Mark Finnis
Ships Commercial MCS-6
DE&S
Birch 1b #3133
MOD Abbey Wood
Bristol
BS34 8JH

Tel: +44 (0) 30 679 86687

Email: desshipscomrcl-mcs-6@mod.uk

3. The Authority will endeavour to provide a response to any clarification requests or questions within 5 working days, although this will depend on the nature and complexity of the clarification or request. Responses that are considered by bidders to be solution specific should be identified as such and if, at its sole discretion, the Authority agrees the response will only be provided to the bidder. If the Authority does not agree that the response is solution specific the bidder will be given the opportunity to withdraw the question. All other clarifications and questions will be issued to all bidders.

FORMAT OF TENDER

4. Your tender should be split in to two Volumes as follows:

Volume 1 Commercial - Response to the terms and conditions and prices (1 hard copy and 1 soft copy-CD)

Volume 2 Technical - Response to the technical and project requirements (1 hard copy and 1 soft copy-CD).

Volume 2 should not contain any pricing information.

INFORMATION TO BE INCLUDED IN TENDER

Commercial Volume

5. The commercial volume should contain the following information.
 - a. A Firm price for item 1 on the Contract Schedule of Requirements, supply of Portable Radar Simulators. A price for each Portable Radar Simulator should be provided. The firm price should include all costs associated with each of the items.
 - b. Firm prices for item 2 on the Contract Schedule of Requirements 5 years of support, prices should be provided for each year.
 - c. A firm price option for an additional Portable Radar Simulator. The option should be valid until 31 March 2015.
 - d. Confirmation of compliance with the terms and conditions.
 - e. Response to requirements in DEFFORM 47 and the SNITs.
6. The system will operate Nationally Sensitive Information. As a result the system and its components can only be repaired in the UK and by approved UK Nationals operating within an approved facility. The Technical Volume should contain your responses to the Statement of Requirements which should describe how you will carryout repairs and maintenance of the supplied systems. If bidders currently do not have an approved facility you should confirm that you will obtain a Facility Security Clearance and that the cost of obtaining, complying and maintaining it is included in your price. Confirmation of this should be included in the Commercial Volume. Guidance can be found in the attached Memorandum of Security for MOD Contractors.

Purchase to Payment

7. The MOD intends to migrate its purchasing activity to electronic purchasing using the Defence Electronic Commerce Service (DECS). Tenderers should note that conditions DEFCON5J, DEFCON129J, DEFCON522J/DEFCON522JA and narrative condition titled Compliance with Electronic Transaction Agreement - DEFFORM 30 have been included within this ITT for this purpose. Tenderers should note that acceptance of these additional conditions and the ability/willingness to trade electronically will be considered as when evaluating tenders.
8. All tenderers should state in their tender response(s) that they are able or willing to trade via P2P. This will be regarded as a compliance issue when tender responses are evaluated.
9. If not already connected to DECS, tenderers should consult on connectivity options with the service provider Capgemini. Information on DECS and P2P may be viewed at www.d2btrade.com. An additional MODX days have been included in the tender response time to allow them to do so.

Technical Volume

10. The Technical volume should contain responses to all the requirements in the Statement of Requirements including where stated plans, programmes etc.
11. Tenders shall provide a Compliance Matrix based on the Template included with this ITT.
12. In addition to providing a response to the Quality and configuration Management requirements in the Statement of Requirements tenderers should confirm that if required the Authority access to the relevant parts of the Company Quality Manual will be provided.

TENDER SUBMISSION

13. Tenders should be sent to the address on the DEFFORM28ABW label by no later than **10:00 on 13 January 2015**.
14. Tenders should be open for acceptance for sixty (60) calendar days.

Tender Evaluation Procedure

15. Tenders will be evaluated entirely on the basis of the information contained within them. The basis used for the Authority's selection will be the Most Economically Advantageous Tender. Tenders will be marked in accordance with the following Paragraphs.

Commercial Evaluation

16. Compliance with the Authority's terms and conditions shall be evaluated in accordance with the following evaluation criterion:

Title Compliance with Authority terms and conditions
Aim To ensure that the contract addresses the needs of the Authority taking into due consideration those of the tenderer, where appropriate.
Evidence Required Tenderers are required to confirm whether they accept the Authority's terms and conditions or provide proposed amendments shown as tracked changes on the attached draft tasking form. These amendments will be evaluated in accordance with this evaluation criterion.
Scoring Guidance Rating Pass No amendments have been made to the Authority's terms and conditions or amendments which have been proposed are acceptable to the Authority as the transfer of risk to the Authority is non-material and deemed acceptable. Fail Amendments proposed by the tenderer present an unacceptable transfer of material risk to the Authority.

Commercially Non-Compliant tenders will not be considered further

Technical Evaluation

17. The Technical Evaluation Criteria will be marked in accordance with the Criteria at Annex A to these SNITS :

Technical Evaluation and Price

18. The overall evaluation will be calculated as follows. The evaluation is out of 100 with a split of 40 for Technical and 60 for pricing.

19. A score of 40 will be allocated to the Best Technically Compliant tender and the technical scores of the remaining tenders will be calculated using a percentage (%) difference method. Tenders that receive any consensus score(s) below 3 (Good), will be considered technically non-compliant, and will not be allocated a technical score. This technical non-compliance shall not apply to the additional marks that are available for compliance against the objective measure of performance, under Annex A, Q1.1.

20. Similarly a score of 60 will be allocated to the Lowest Priced tender and scores will be calculated for the price on the remaining tenders using a percentage (%) difference method. Price is evaluated using the Total price.

21. The total price will be calculated on the total value of items 1 and 2 on the Contract Schedule of Requirements, i.e. excluding the option. The total value of item 1 on the Contract Schedule of Requirements will be weighted at 1.25. Item 2 on the Contract Schedule of Requirements will be weighted at 1.

22. The following example of the evaluation criteria to be applied in this competition, based on Table 3.3 below, to aid your understanding. The figures included **DO NOT** relate to this Tender documentation and are for illustration only:

EXAMPLE

The technical score is calculated using the following formula:

$$\frac{\text{Total Available Marks} \times \left[\frac{\text{Tender Technical Mark}}{\text{Highest Technical Mark}} \right]}{1}$$

The calculation below uses Tender C's marks from the Table below, as an example:

$$= 60 \times \left[\frac{153}{176} \right]$$

$$= 52.16 \text{ (52.2 rounded to one decimal place)}$$

The pricing score is calculated using the following formula:

$$\frac{\text{Total Available Marks} \times \left[\frac{\text{Lowest Priced Technically and Commercially Compliant Tender}}{\text{Tender Price}} \right]}{1}$$

The following calculation uses Tender C as an example:

$$= \frac{40}{£1,356,721} \times \left[\frac{£1,189,621}{£1,356,721} \right]$$

$$= 35.07 \text{ (35.1 rounded to one decimal place)}$$

Example scores

Tender	Technical Mark	Technical Score	Commercial Compliance	Price	Pricing Score
A	176	60	Yes	£1,235,732	38.5
B	112	Not scored, technically non-compliant	Yes	£950,000	Not scored, technically non-compliant
C	153	52.2	Yes	£1,356,721	35.1
D	151	51.5	Yes	£1,189,621	40
E	196	Not scored, commercially non-compliant	No	£1,798,598	Not scored, commercially non-compliant

The technical and pricing scores are then added together to give a total score that takes account of all award criteria. In this example the score for Tender C is 52.2 + 35.1 = 87.3. The successful tender is the one with the highest total score.

In the unlikely event that 2 or more tenders achieve identical overall percentage scores, the contract will be awarded to the bidder with the highest technical mark for those with the identical percentage scores.

MOD may seek clarification of bids where it requires further explanation or understanding of what has been proposed. This will be in the form of formal written questions.

GENERAL INFORMATION ABOUT THE TENDER

Government Security Classifications Policy

23. As of the 2nd April 2014 the new Government Security Classifications Policy (GSC) was introduced. A key aspect of this policy is the reduction in the number of security classifications used. This Tender and any subsequent

contract that may be awarded to you as a result, is subject to protection under GSC. You are therefore encouraged to make yourself aware of the changes through the Gov.uk GSC website.

24. The Authority hereby reserves the right to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by national law or government policy. Where this ITT is accompanied by any instructions on safeguarding classified information (e.g. a security aspects letter), the Authority reserves the right to amend the terms of these instructions as a result of any changes in national law or government policy whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies, or otherwise. This may relate to the instructions on safeguarding classified information as they apply to the tender process and / or any contract awarded to you as a result of this tender process.

Risk Assessment Questionnaire (ITT)

25. Risk assessment is a project management function only. It does not affect the legal relationship between the parties. The issuing of this risk assessment questionnaire to the recipient and the process of risk assessment generally, including without limitation, the identification of (or failure to identify):

- particular risks and their impacts; or
- risk reduction measures, contingency plans and remedial actions;

shall not in any way limit or exclude the recipient's obligations under any contract which it may be awarded (the 'Contract') and shall be entirely without prejudice to the Authority's rights, privileges and powers under any such Contract. In the event of a Contract being awarded, the risks identified as a result of this risk assessment questionnaire and by the risk assessment process generally will remain the risks of the recipient and will not be assumed by the Authority except to the extent that the Authority expressly and unequivocally accepts those risks under the Contract. This risk assessment questionnaire is released by the Authority solely on this basis.

TECHNICAL EVALUATION CRITERIA**Section 1 - TECHNICAL****Q1.1: Achieving the Technical Specification****Aim**

To contract with a Bidder who demonstrates that they have identified a technical solution that meets the Technical Specification.

Background

The Authority requires a high level of confidence that the proposed solution can be achieved with an acceptable level of risk.

Evidence Required

Describe, and provide evidence of, the design of the system and how it meets System Requirements and associated Measures of the Performance as detailed in the Technical Specification.

Your response should include, but not be limited to:

- A statement of compliance and the ability to achieve the require measures of performance against the threshold and objective values.
- A statement relating to the maturity of their Portable Radar Simulator design.

Scoring Guidance

Score	Characteristics	MARK
High Confidence	The response demonstrates considerable understanding of their proposed technical solution and has provided robust supporting evidence to justify that the Portable Radar Simulator can meet the desired requirement and measures of performance and is a proven design.	10
Good Confidence	The response demonstrates an adequate understanding of their proposed technical solution and has provided sufficient supporting evidence to justify that the Portable Radar Simulator can meet the desired requirement and measures of performance and is a proven design.	7
Low Confidence	The response demonstrates an inadequate level of understanding of their technical solution and provides inadequate evidence to justify that the Portable Radar Simulator can meet the desired requirement and measures of performance and the design is unproven in terms of delivery to other customers.	3
Concerns	The response fails to demonstrate an understanding of their or any relevant evidence of expected Portable Radar Simulator measures of performance and is the design is unproven in terms of delivery to other customers.	0

Additional Marks - Technical Specification Compliance against Measure Of Performance (see Annex A to Statement of Requirements)

Characteristics	MARK
The response demonstrates with robust supporting evidence that the proposed Portable Radar Simulator solution meets between 90% - 100% of the Objective Measures of Performance and 100% of the Threshold Measures of Performance.	10
The response demonstrates with robust supporting evidence that the proposed Portable Radar Simulator solution meets between 75% - 90% of the Objective Measures of Performance and 100% of the Threshold Measures of Performance.	7
The response demonstrates with robust supporting evidence that the proposed Portable Radar Simulator solution meets between 50% - 75% of the Objective Measures of Performance and 100% of the Threshold Measures of Performance.	3
The response demonstrates with robust supporting evidence that the proposed Portable Radar Simulator solution meets below 50% of the Objective Measures of Performance and 100% of the Threshold Measures of Performance.	0

Q1.2: Suitability for Maritime Domain

Aim

To contract with a Bidder who demonstrates a clear understanding of, and proposes a solution suitable for, the Maritime Domain.

Background

The Maritime Domain, like all the other 3 domains of Land, Air and Space, is unique and a system which works on Land may not work in the Maritime.

Evidence Required

Demonstrate your understanding of the Maritime domain-specific issues, and describe how you will address them.

Demonstrate how your proposed system design takes account of the identified domain specific issues.

Scoring Guidance

Score	Characteristics	MARK
High Confidence	The response demonstrates detailed understanding of the implications for the design of the PRS for a maritime environment and has provided robust evidence that the PRS is suitable for use in the maritime environment.	10
Good Confidence	The response demonstrates an adequate understanding of the implications for the design of the PRS for a maritime environment and has provided sufficient evidence that the PRS is suitable for use in the maritime environment.	7
Low Confidence	The response demonstrates an inadequate understanding of the implications for the design of the PRS for a maritime environment and has provided limited evidence that the PRS is suitable for use in the maritime environment.	3
Concerns	The response fails to demonstrate any relevant knowledge or understanding that the PRS is suitable for use in the maritime environment.	0

Q1.3 - Flexibility and Adaptability

Aim

To contract with a Bidder who proposes a solution that is flexible, scalable and adaptable to enable it to be updated with minimal cost or effort through life.

Background

It is not possible to predict the future but the MOD can put in place systems that can be evolved to meet emerging threats and changing needs. This needs to be done rapidly and with minimal costs whilst not impacting on availability, safety or security.

Evidence Required

Demonstrate how your design processes account for the need to enable future updates. Your response should include, but not be limited to:

- Details of any company roadmaps used in the development of the Portable Radar Simulator (PRS) technology demonstrating a knowledge and awareness of the Radar market space and technology trends.
- Details of how your architectural design takes account of the need for future updates and upgrades and the porting of new software and hardware.
- Details of any user groups run by the company to collect customer feedback and future wishes.
- Details of how you will give consideration of the issue of security and safety in a system that needs to be updated with minimal cost and effort.

Scoring Guidance

Score	Characteristics	MARK
High Confidence	The response demonstrates a Portable Radar Simulator system that is flexible, scalable and adaptable showing detailed knowledge of the Radar Market Place and how this positively impacts on the design of the solution and specific design features relating to this flexibility and adaptability have been highlighted.	10
Good Confidence	The response demonstrates a Portable Radar Simulator system design that is flexible, scalable and adaptable showing some knowledge of the Radar Market Place and how this positively impacts on the design of the solution but specific design features relating to this flexibility and adaptability have not been highlighted.	7
Low Confidence	The response demonstrates a Portable Radar Simulator system that is not flexible, scalable and adaptable showing limited knowledge of the Radar Market Place and have only anecdotally stated how this impacts on the design of the solution but specific design or where the examples given are not considered to appropriately demonstrates this flexibility.	3
Concerns	The response demonstrates a Portable Radar Simulator systems which is not flexible, scalable and adaptable or fails to provide sufficient relevant evidence to support the solution described.	0

Q1.4: Understanding of Security Requirements

Aim

To contract with a Bidder who demonstrates a full understanding of the Security Requirements for this project, and who demonstrates a robust approach to managing the security aspects of this project.

Background

The system will operate Nationally Sensitive Information and as a result the DSAS will be required to sign off the Security Case. Any bidder must be able to apply the InfoSec guidance to the satisfaction of DSAS.

Evidence Required

Demonstrate your understanding of security aspects of the project including but not limited to:

- Accreditation requirements for a system that is classified as detailed in the Security Aspects Letter.
- DSAS policy on sub-system linking and the need to demonstrate suitable internal system controls to prevent data migration.
- The need to demonstrate system security features and how this fits into a future ITEAP strategy.
- The need to liaise with DSAS via the DART Online System and via a Security Assurance Working Group.
- Demonstrate how compliance with HMG Infosec Guidance fits into your proposed development and implementation processes.

Scoring Guidance

Score	Characteristics	MARK
High Confidence	The response demonstrates detailed knowledge and understanding of the security challenges involved and has provided sound and relevant supporting evidence of the use of HMG Infosec guidance and intent to engage with DSAS.	10
Good Confidence	The response demonstrates some knowledge and understanding of the security challenges involved and has provided sound and relevant supporting evidence of the use of HMG Infosec guidance and intent to engage with DSAS.	7
Low Confidence	The response demonstrates some knowledge and understanding of the security challenges involved and has provided inadequate supporting evidence of the use of HMG Infosec guidance and intent to engage with DSAS.	3
Concerns	The response fails to demonstrate any relevant knowledge or understanding of the security challenges involved.	0

Q1.5: Understanding MOD Safety Processes

Aim

To contract with a Bidder who demonstrates a robust approach to safety.

Background

A robust Safety process is required to ensure a safe System which is a legal and moral requirement.

Evidence Required

Demonstrate your understanding of safety aspects of the project including but not limited to:

- Provide a draft Safety & Environmental Management Plan (SEMP) which meets the requirements of Def Stan 00-55 and Def Stan 00-56 and JSP 430, and demonstrates your understanding of MOD safety Processes.
- Demonstrate how the SEMF will be implemented to ensure a safe system, including how lessons learned from prior experience have been incorporated into your proposal.
- Demonstrate how a culture of safety is propagated through your company and subcontractors.

Scoring Guidance

Score	Characteristics	MARK
High Confidence	The response demonstrates detailed knowledge and expertise of safety management and has provided robust supporting evidence in the form of a Def Stand 00-55, Def Stan 00-56 and JSP 430 compliant SEMF and how it will be implemented covering the whole task.	10
Good Confidence	The response demonstrates detailed knowledge and expertise of safety management and has provided adequate supporting evidence in the form of a Def Stand 00-55, Def Stan 00-56 and JSP 430 compliant SEMF and how it will be implemented covering the whole task.	7
Low Confidence	The response demonstrates knowledge and understanding of safety management and has provided limited supporting evidence in the form of a Def Stan 00-55, Def Stan 00-56 and JSP 430 compliant SEMF and how it will be implemented covering the whole task.	3
Concerns	The response fails to demonstrate any relevant knowledge or understanding of safety management.	0

Q06: Understanding MOD ITEA Processes

Aim

To contract with a Bidder who demonstrates a clear understanding of the MOD ITEA processes.

Background

The ITEA process is the risk based approach to verification and validation and provides a systematic and planned set of activities throughout the life of the project.

Acceptance is the overarching process that confirms if what has been delivered meets the customer need. From the Portable Radar Simulator perspective Acceptance relates to the ability of the system to comply with the System Technical Specification and the contractual statement of work.

Evidence Required

Demonstrate your understanding of ITEA aspects of the project including but not limited to:

- Demonstrate your understanding of the MOD ITEA processes and provide a draft ITEAP applicable to your proposed system.
- Demonstrate your understanding of the MOD Acceptance Strategy for the Portable Radar Simulator.

Scoring Guidance

Score	Characteristics	MARK
High Confidence	The response demonstrates considerable understanding of the MOD ITEA processes and has provided robust evidence which will allow the Portable Radar Simulator to go through the applicable MOD ITEA processes and be accepted.	10
Good Confidence	The response demonstrates an adequate level of understanding of the MOD ITEA processes and has provided sufficient evidence to justify that the Portable Radar Simulator will go through MOD ITEA processes and be accepted.	7
Low Confidence	The response demonstrates an inadequate level of understanding of MOD ITEA processes and provides inadequate evidence to justify that the Portable Radar Simulator will go through MOD ITEA process and be accepted.	3
Concerns	The response fails to demonstrate any relevant knowledge or understanding of MOD ITEA processes or any ITEA processes, or fails to link the MOD ITEA processes to this project.	0

Q1.7: Support Solution

Aim

To contract with a Bidder who demonstrates a robust approach to the support solution to meet the needs of the MOD.

Background

The Portable Radar Simulator needs to be supportable throughout the life of the system to ensure continued capability delivery and sustainment.

Evidence Required

Demonstrate your understanding of the MOD support requirements and the applicability of the offered support solution including but not limited to:

- The demonstration of the offered support solution in the form of a Draft Integrated Logistics Support Plan (ILSP).
- The demonstration of previous experience of the application of the suggested support solution in delivering the customer availability requirement.
- The demonstration of how safety and security aspects have been considered in determination of the draft ILSP.
- The demonstration of how availability, reliability and maintainability (ARM) have been considered in the determination of the draft ILSP.
- The demonstration of system training requirements and how these will be delivered.
- Describe your approach to obsolescence management and demonstrate that your design and support solution are resilient to component obsolescence.

Scoring Guidance

Score	Characteristics	MARK
High Confidence	The response demonstrates considerable understanding of support solution required for the Portable Radar Simulator and has provided robust supporting evidence to justify that they have taken account of the safety and security aspects and that the support solution has been previously employed successfully.	10
Good Confidence	The response demonstrates adequate understanding of support solution required for the Portable Radar Simulator and has provided adequate supporting evidence to justify that they have taken account of the safety and security aspects and that the support solution has been previously employed successfully.	7
Low Confidence	The response demonstrates inadequate understanding of support solution required for the Portable Radar Simulator and has provided inadequate and/or anecdotal supporting evidence to justify that they have taken account of the safety and security aspects and that the support solution has been previously employed successfully..	3
Concerns	The response fails to demonstrate very limited or no understanding of support solution required for the Portable Radar Simulator and has provided no or very limited or no supporting evidence to justify that they have taken account of the safety and security aspects and that the	0

	support solution has been previously employed successfully.	
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2.0 - PROJECT

Q2.1: Project Management

Aim

To contract with a Bidder who demonstrates a robust approach to Project Management.

Background

The level of project management professionalism and experience indicates a likelihood of project success.

Evidence Required

Describe the project management methodology / strategy you will employ for this project, and demonstrate how this will ensure success.

- Provide a draft project management plan, including CV's for key members.
- Provide a project schedule showing key dates and including risk budget per task and GFA requirements.

Scoring Guidance

Score	Characteristics	MARK
High Confidence	The response demonstrates detailed knowledge and understanding of their Project Management approach to this project and has provided robust and relevant supporting evidence to demonstrate methodology, planning timescales, dependencies and key milestones.	10
Good Confidence	The response demonstrates detailed knowledge and understanding of their Project Management approach to this project and has provided adequate supporting evidence to demonstrate methodology, planning timescales, dependencies and key milestones.	7
Low Confidence	The response demonstrates broad knowledge of their Project Management approach to this project and has provided adequate supporting evidence to demonstrate methodology, planning timescales, dependencies and key milestones.	3
Concerns	The response fails to demonstrate any relevant knowledge or understanding of Project Management processes.	0

Q2.2: Risk Management

Aim

To contract with a Bidder who demonstrates a robust approach to Risk Management.

Background

The fidelity of the Risk Management approach indicates a likelihood of successful project delivery

Evidence Required

Provide a risk management plan and demonstrate with reference to your risk management policy how you will ensure that all risks (commercial/technical) will be mitigated to ensure delivery of this project.

Provide a draft Risk Register (in supplied format) including mitigation and ownership of each risk.

Scoring Guidance

Score	Characteristics	MARK
High Confidence	The response demonstrates considerable detailed knowledge and understanding of risk management and has clearly articulated the approach to managing risk in the risk management plan. A well justified selection of project risks (including technical) are provided in the correct format.	10
Good Confidence	The response demonstrates adequate knowledge and understanding of risk management process and has articulated this in their risk management plan. A selection of both project and technical risks are identified and has provided adequate supporting evidence.	7
Low Confidence	The response demonstrates an inadequate level of understanding of risk management and provides inadequate evidence through the identified risks and risk management plan.	3
Concerns	The response fails to demonstrate any relevant knowledge or understanding of risk management.	0

Q2.4: Configuration Management

Aim

To contract with a Bidder who demonstrates a robust approach to configuration management

Background

Configuration management is vital in systems such as this and robust software documentation and document control.

Evidence Required

Describe your approach to configuration management for this project and provide a draft configuration management plan.

Describe how you will implement and manage document control and software documentation.

Scoring Guidance

Score	Characteristics	MARK
High Confidence	The response demonstrates considerable and detailed knowledge and understanding of configuration management, and has provided a sound and relevant configuration management plan which reflects their proposal with justified evidence.	10
Good Confidence	The response demonstrates an adequate understanding of configuration management and has reflected this in their configuration management plan.	7
Low Confidence	The response demonstrates an inadequate level of knowledge and understanding of configuration management or its applicability to this project.	3
Concerns	The response fails to demonstrate any relevant knowledge or understanding of configuration management within their configuration management plan	0

Q12: Quality Management

Aim

To contract with a Bidder who proposes a robust approach to Quality Management.

Background

Quality Management is vital to ensure that the Outfit UAZ prototype system is fit for purpose.

Evidence Required

Describe your approach to Quality Management and provide a draft Quality Plan (QP) compiled in accordance with the requirements of chapter 4 of AQAP 2105. The QP shall address two complementary roles:

- Describe and document the ‘contract specific’ QMS requirements necessary to satisfy the contract requirements.
- Describe and document the planning for product realisation in terms of quality requirements of the product, to include: resources required, necessary control activities (verification, validation, monitoring, inspection, testing) and acceptance criteria.

The QP shall address those areas of chapter 4 of AQAP 2105 and shall describe in detail:

- Staff directly involved with QA (AQAP 2105 Sect. 4.4)
- Planning and control procedures for product realisation (AQAP 2105 Sect 4.7.1)
- Planning and control of design (AQAP 2105 Sect. 4.7.3)
- Configuration Management Control including application for Concessions (AQAP 2105 Sect 4.7.7)
- Purchasing including control of sub-suppliers and the ‘flow down’ of prime contract conditions (AQAP 2105 Sect. 4.7.4)
- Control of Non-conforming Product including corrective and preventative action (AQAP 2105 Sect. 4.8.4)
- Monitoring and measurement of Customer Satisfaction (AQAP 2105 Sect. 4.8.1)
- Records of Contract/Management Review carried out both within the Company and with all sub-suppliers (AQAP 2110 Sect. 5.6)

Scoring Guidance

Score	Characteristics	MARK
High Confidence	The response demonstrates considerable and detailed knowledge of quality management and a clear understanding of its application to this project detailed in its quality management plan. Supporting evidence is appropriate and is in accordance with AQAP 2105.	10
Good Confidence	The response demonstrates an adequate understanding of quality management and its application to this project. Supporting evidence is adequate and is in accordance with AQAP 2105.	7
Low Confidence	The response demonstrates an inadequate level of knowledge and understanding of quality management and its application to this project.	3
Concerns	The response fails to demonstrate any relevant knowledge or understanding of quality management or its application to this project.	0

Weighting

Question	Weighting
1.0 – Technical	100
Q1.1: Achieving the Technical Specification	100
Q1.1a: Additional Marks - Technical Specification Compliance against MOP	100
Q1.2: Suitability for Maritime Domain	21
Q1.3 - Flexibility and Adaptability	21
Q1.4: Understanding of Security Requirements	70
Q1.5: Understanding MOD Safety Processes	70
Q06: Understanding MOD ITEA Processes	21
Q1.7: Support Solution	100
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SCHEDULE OF REQUIREMENTS

Name and Address of Tenderer	MINISTRY OF DEFENCE	Tender No MCS/1024
	Schedule of Requirements for Electronic Warfare Portable Radar Simulators	
Issued With DEFFORM 47	On 03-NOV-2014	Previous Contract No

Requirements

Item Number	Description	Price £ (ex-VAT)
1	<p>Supply of 2-off Portable Radar Simulators (PRS) to include:</p> <ul style="list-style-type: none"> • associated operating software loaded on MOD supplied laptops; • endorsed Safety Case Report and Hazard Log; • Security Accreditation Documentation and certification approved by DSAS • Delivery to MOD site; <p>as detailed in Contractor's proposal detailed in Condition 3.</p>	Firm price each
2	5-Years Support to 2-off Portable Radar Simulators (PRS) as detailed in Contractor's proposal detailed in Condition 3.	<p>Firm price:</p> <p>Year 1</p> <p>Year 2</p> <p>Year 3</p> <p>Year 4</p> <p>Year 5</p>

Note: If delivery requirement is blank, please refer to separate instructions/requirements

GENERAL CONDITIONS

DEFCON68 (Edn.04/14) - Supply of Data for Hazardous Articles, Materials and Substances

DEFCON501 (Edn.08/14) - Definitions and Interpretations

DEFCON503 (Edn.06/14) - Formal Amendments To Contract

DEFCON515 (Edn.10/04) - Bankruptcy and Insolvency

DEFCON516 (Edn.04/12) - Equality

DEFCON518 (Edn.11/12) - Transfer

DEFCON520 (Edn.07/11) - Corrupt Gifts and Payments of Commission

DEFCON521 (Edn.04/12) - Sub-Contracting to Supported Businesses

DEFCON526 (Edn.08/02) - Notices

DEFCON527 (Edn.09/97) - Waiver

DEFCON528 (Edn.05/12) - Overseas Expenditure, Import and Export Licences

The Contractor's attention is drawn to clause 1 of DEFCON 528 requiring notification of overseas expenditure. In this connection, the Contractor shall, within one month of acceptance of the Contract, notify the Contracts Branch of details of any overseas sub-contract or order he has placed, or intends to place, in aid of the contract. Details to be provided are: Contract No; Country in which sub-contract placed/to be placed; Name, Division and full postal address of sub-contractor; Value of sub-contract as applicable to main contract; Date placed/to be placed. If no overseas orders are to be placed, the Contractor shall advise the Contracts Branch to this effect in the same timescale

DEFCON528App (Edn.) - Appendix to DEFCON 528 – Overseas Expenditure, Import and Export Licences

DEFCON529 (Edn.09/97) - Law (English)

DEFCON530 (Edn.07/04) - Dispute Resolution (English Law)

DEFCON531 (Edn.05/05) - Disclosure of Information

DEFCON532A (Edn.06/10) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON537 (Edn.06/02) - Rights of Third Parties

DEFCON538 (Edn.06/02) - Severability

DEFCON539 (Edn.08/13) - Transparency

DEFCON566 (Edn.07/14) - Change of Control of Contractor

DEFCON614 (Edn 09/03) - Default

DEFCON620 (Edn.06/14) - Contract Change Control Procedure

DEFCON656 (Edn.03/06) - Break

2.1 Compliance with the Electronic Transactions Agreement

The Authority and the Contractor shall comply with the Electronic Transactions Agreement comprised in the completed DEFFORM 30, reference X dated X. The meaning of Purchase Order and Order Acknowledgement messages shall be as defined in the Contract and the terms and conditions of the Contract shall take precedence in all circumstances.

2.2 Security Measures

Definition

1. In this Condition:

- a) 'Secret Matter' means any matter connected with the Contract, or its performance which is designated by the Authority in the security aspects letter annexed to the Contract or otherwise in writing as "Top Secret" or "Secret", and shall include any information concerning the content of such matter and anything which contains or may reveal that matter;
- b) 'Employee' shall include any person who is an employee or director of the Contractor or who occupies the position of a director of the Contractor, by whatever title given.

The Official Secrets Acts

2. The Contractor shall:

- a) take all reasonable steps to ensure that all Employees engaged on any work in connection with the Contract have notice that the Official Secrets Acts 1911-1989 apply to them and will continue so to apply after the completion or termination of the Contract; and
- b) if directed by the Authority, ensure that any Employee shall sign a statement acknowledging that, both during the term of the Contract and after its completion or termination, they are bound by the Official Secrets Acts 1911-1989 (and where applicable any other legislation).

Security Measures

3. Unless they have the written authorisation of the Authority to do otherwise, neither the Contractor nor any of their Employees shall, either before or after the completion or termination of the Contract, do or permit to be done anything which they know or ought reasonably to know may result in Secret Matter being disclosed to or acquired by a person in any of the following categories:

- a) who is not a British citizen;
- b) who does not hold the appropriate authority for access to the protected matter;
- c) in respect of whom the Authority has notified the Contractor in writing that the Secret Matter shall not be disclosed to or acquired by that person;
- d) who is not an Employee of the Contractor;
- e) who is an Employee of the Contractor and has no need to know the information for the proper performance of the Contract.

4. Unless they have the written authorisation of the Authority to do otherwise, the Contractor and their Employees shall, both before and after the completion or termination of the Contract, take all reasonable steps to ensure that:

- a) no photograph of, or pertaining to, any Secret Matter shall be taken and no copy of or extract from any Secret Matter shall be made except to the extent necessary for the proper performance of the Contract;
- b) any Secret Matter is at all times strictly safeguarded in accordance with the Security Policy Framework (as amended from time to time) and upon request is delivered up to the Authority who shall be entitled to retain it.

A decision of the Authority on the question of whether the Contractor has taken or is taking reasonable steps as required by this Clause, shall be final and conclusive.

5. The Contractor shall:

- a. provide to the Authority:
 - (i) upon request, such records giving particulars of those Employees who have had at any time, access to any Secret Matter that is required to be kept in accordance with Sub-clause 4.b.);
 - (ii) upon request, such information as the Authority may from time to time require so as to be satisfied that the Contractor and their Employees are complying with their obligations under this Condition, including the measures taken or proposed by the Contractor so as to comply with their obligations and to prevent any breach of them;
 - (iii) full particulars of any failure by the Contractor and their Employees to comply with any obligations relating to Secret Matter arising under this Condition immediately upon such failure becoming apparent;
- b) ensure that, for the purpose of checking the Contractor's compliance with the obligation in Sub-clause 4.b.), a representative of the Authority shall be entitled at any time to enter and inspect any premises used by the Contractor which are in any way connected with the Contract and inspect any document or thing in any such premises, which is being used or made for the purposes of the Contract. Such representative shall be entitled to all such information as they may reasonably require.

6. If at any time either before or after the completion or termination of the Contract, the Contractor or any of their Employees discovers or suspects that an unauthorised person is seeking or has sought to obtain information directly or indirectly concerning any Secret Matter, the Contractor shall forthwith inform the Authority of the matter with full particulars thereof.

Subcontracts

7. If the Contractor proposes to make a sub-contract which will involve the disclosure of Secret Matter to the sub-contractor, the Contractor shall:

- a. submit for approval of the Authority the name of the proposed sub-contractor, a statement of the work to be carried out and any other details known to the Contractor which the Authority shall reasonably require;
- b. incorporate into the sub-contract the terms of the Appendix to this condition and such secrecy and security obligations as the Authority shall direct. In the appendix "Agreement" shall mean the "Sub-Contract", "First Party" shall mean the "Contractor" and "Second Party" shall mean the "Sub-Contractor";

- c. inform the Authority immediately they become aware of any breach by the sub-contractor of any secrecy or security obligation and, if requested to do so by the Authority, terminate the sub-contract.

Termination

8. The Authority shall be entitled to terminate the Contract immediately if:
 - a. the Contractor is in breach of any obligation under this Condition; or
 - b. the Contractor is in breach of any secrecy or security obligation imposed by any other contract with the Crown;

where the Authority considers the circumstances of the breach jeopardise the secrecy or security of the Secret Matter.

APPENDIX to Security Measures

Security Measures - Provisions To Be Included In Relevant Sub-Contracts

Definition

1. In this Condition:-
 - a. 'Secret Matter' means any matter connected with the Agreement, or its performance which the First Party informs the Second Party in writing has been designated by the Authority as "TOP SECRET" or "SECRET" and shall include any information concerning the content of such matter and anything which contains or may reveal that matter;
 - b. 'Employee' shall include any person who is an employee or director of the Second Party or who occupies the position of a director of the Second Party, by whatever title given.
 - c. The 'Authority' means the Secretary of State for Defence.
- The Official Secrets Acts
2. The Second Party shall:
 - a. Take all reasonable steps to ensure that all Employees engaged on any work in connection with the Agreement have notice that the Official Secrets Acts 1911-1989 apply to them and will continue so to apply after the completion or termination of the Agreement; and
 - b. If directed by the First Party or the Authority, ensure that any Employee shall sign a statement acknowledging that, both during the term of the Agreement and after its completion or termination, they are bound by the Official Secrets Acts 1911-1989 (and where applicable any other legislation).

Security Measures

3. Unless they have the written authorisation of the Authority to do otherwise, neither the Second Party nor any of their Employees shall, either before or after the completion or termination of the Agreement, do or permit to be done anything which they know or ought reasonably to know may result in Secret Matter being disclosed to or acquired by a person in any of the following categories:
 - a. who is not a British citizen;

- b. who does not hold the appropriate authority for access to the protected matter;
- c. in respect of whom the Authority has notified the Second Party in writing that the Secret Matter shall not be disclosed to or acquired by that person;
- d. who is not an Employee of the Second Party;
- e. who is an Employee of the Second Party and has no need to know the information for the proper performance of the Agreement.

4. Unless they have the written permission of the Authority to do otherwise, the Second Party and their Employees shall, both before and after the completion or termination of the Agreement, take all reasonable steps to ensure that:

- a. no photograph of, or pertaining to, any Secret Matter shall be taken and no copy of or extract from any Secret Matter shall be made except to the extent necessary for the proper performance of the Agreement;
- b. any Secret Matter is at all times strictly safeguarded in accordance with the Security Policy Framework (as amended from time to time) and upon request is delivered up to the Authority who shall be entitled to retain it.

A decision of the Authority on the question of whether the Second Party has taken or is taking reasonable steps as required by this Clause, shall be final and conclusive.

5. The Second Party shall:

- a. provide to the Authority:
 - (i) upon request, such records giving particulars of those Employees who have had at any time, access to any Secret Matter that is required to be kept in accordance with Sub-clause 4.b).;
 - (ii) upon request, such information as the Authority may from time to time require so as to be satisfied that the Second Party and their Employees are complying with their obligations under this Condition, including the measures taken or proposed by the Second Party so as to comply with their obligations and to prevent any breach of them;
 - (iii) full particulars of any failure by the Second Party and their Employees to comply with any obligations relating to Secret Matter arising under this Condition immediately upon such failure becoming apparent;
- b) ensure that, for the purpose of checking the Second Party's compliance with the obligation in Sub-clause 4.b), a representative of the First Party or the Authority shall be entitled at any time to enter and inspect any premises used by the Second Party which are in any way connected with the Agreement and inspect any document or thing in any such premises, which is being used or made for the purposes of the Agreement. Such representative shall be entitled to all such information as they may reasonably require.

6. If at any time either before or after the completion or termination of the Contract, the Second Party or any of their Employees discovers or suspects that an unauthorised person is seeking or has sought to obtain information directly or indirectly concerning any Secret Matter, the Second Party shall forthwith inform the Authority of the matter with full particulars thereof.

Sub-Contracts

7. If the Second Party proposes to make a sub-contract which will involve the disclosure of Secret Matter to the sub-contractor, the Second Party shall:

- a. submit for approval of the Authority the name of the proposed sub-contractor, a statement of the work to be carried out and any other details known to the Second Party which the Authority shall reasonably require;
- b. incorporate into the sub-contract the terms of this Condition and such secrecy and security obligations as the Authority shall direct.
- c. inform the Authority immediately they become aware of any breach by the sub-contractor of any secrecy or security obligation and, if requested to do so by the Authority, terminate the Agreement.

Termination

8. The First Party shall be entitled to terminate the Agreement immediately if:

- a. the Second Party is in breach of any obligation under this Condition; or
- b. the Second Party is in breach of any secrecy or security obligation imposed by any other contract with the Crown;

where the Authority considers the circumstances of the breach jeopardise the secrecy or security of the Secret Matter and notifies its contractor accordingly.

2.3 Undisclosed Agency Clause

As you are acting as an undisclosed agent of this Department in the performance of this contract, care should be taken not to divulge to your third party suppliers that these goods/services are for this Department.

2.4 Facility Security Clearance

Articles repaired under this Contract shall only be repaired at approved facilities. The Contractor shall obtain and maintain for the duration of this Contract a Facility Security Clearance. The cost of obtaining and maintaining the Facility Security Clearance is included in the prices stated in the Schedule of Requirements.

3. **SPECIFICATIONS, PLANS, ETC**

DEFCON117 (Edn.10/13) - Supply Of Information For NATO Codification And Defence Inventory Introduction

DEFCON129J (Edn.07/08) - The Use Of The Electronic Business Delivery Form

DEFCON502 (Edn.06/14) - Specifications Changes

DEFCON601 (Edn.04/14) - Redundant Materiel

DEFCON602A (Edn.12/06) - Deliverable Quality Plan

Unless otherwise notified, the Quality Plan shall be delivered to the Quality Focal Point within 3 months of contract award and shall be considered accepted 1 month after delivery subject to the satisfaction of the Project Manager.

DEFCON607 (Edn.05/08) - Radio Transmissions

DEFCON608 (Edn.10/14) - Access and Facilities to be Provided by the Contractor

DEFCON627 (Edn.12/10) - Quality Assurance - Requirement for a Certificate of Conformity

All work shall be carried out in accordance with the Contractor's proposal reference ***** dated *****.

3.1. Commercial Risk

The Contractor acknowledges that any risk assessment which has been, or may be, undertaken in connection with this Contract has been, or will be, a project management function only. Such risk assessment does not affect the legal relationship between the parties. The issuing of any risk assessment questionnaire and the process of risk assessment generally, including without limitation, the identification of (or failure to identify):

- particular risks and their impact; or
- risk reduction measures, contingency plans and remedial actions

shall not in any way limit or exclude the Contractor's obligations under this Contract and shall be entirely without prejudice to the Authority's rights, privileges and powers under this Contract. The risks identified as a result of any risk assessment questionnaire and risk assessment process generally remain the risks of the Contractor and are not assumed by the Authority except to the extent that the Authority expressly and unequivocally accepts those risks under the Contract. Any risk assessment questionnaire released was or will be issued by the Authority solely on this basis.

3.2 Configuration Changes Due to Obsolescence

Any configuration changes due to obsolescence shall be approved in accordance with the Configuration Management process of this requirement.

3.3 Deliverable Quality Plan

Once the Deliverable Quality Plan has been agreed by the Authority it shall be incorporated into the Contract. The Contractor shall be solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

3.4 Framework for Managing Obsolescence

a. The Contractor shall implement a proactive Obsolescence Management strategy in accordance with IEC 62402:2007. This will include as a minimum:

- The ongoing identification and review of obsolescence concerns and issues over X ;
- Identification of mitigation action of obsolescence concerns over X ;
- Identification of resolution action of obsolescence issues.

b. This shall include but is not limited to obsolescence of components, assemblies, sub-assemblies, piece parts, and material (hereafter referred to for purposes of this section only as "parts and/or material").

3.5 Managing Obsolescence Risk

The Contractor is responsible for managing obsolescence over the entire period of the contract and, notwithstanding any obsolescence issues or problems; the Contractor remains responsible for meeting all performance and other requirements of this contract.

3.6 NATO Quality Assurance Requirements (Design/Development and Production)

For the purposes of the Contract AQAP2110 Edition 3 entitled "NATO Quality Assurance Requirement for Design/Development and Production" and Defence Standard 05-61 Part 1 (Concessions) Issue 4 shall apply.

3.7 Obsolescence and Authority's Future Capability Upgrade Programme

The Contractor shall liaise with the Authority to ensure Obsolescence Management plans and mitigation/resolution of concerns and issues are appropriately aligned with the Authority's Future Capability Upgrade Programme.

3.8 Quality Assurance Representative

All reference to the QAR in documents which form part of this Contract shall be read as referring to the Authority specified in Box 7 of DEFFORM 111.

3.9 Reliability and Maintainability

For the purposes of the Contract, Defence Standard 00-40 Issue 5 shall apply.

3.10 Risk Assessment Questionnaire

The Contractor acknowledges that any risk assessment which has been, or may be, undertaken in connection with this Contract has been, or will be, a project management function only. Such risk assessment does not affect the legal relationship between the parties. The issuing of any risk assessment questionnaire and the process of risk assessment generally, including without limitation, the identification of (or failure to identify):

particular risks and their impact; or

risk reduction measures, contingency plans and remedial actions

shall not in any way limit or exclude the Contractor's obligations under this Contract and shall be entirely without prejudice to the Authority's rights, privileges and powers under this Contract. The risks identified as a result of any risk assessment questionnaire and risk assessment process generally remain the risks of the Contractor and are not assumed by the Authority except to the extent that the Authority expressly and unequivocally accepts those risks under the Contract.

4. PRICE

4.1 Exercise of Options

The Authority reserves the right to seek competitive tenders for the option requirement(s) detailed in Condition 4.2 of this Contract within the period specified for the exercise of that option as detailed in Condition 4.2. In such event, the Contractor shall not relinquish any of his obligations to supply the option requirement(s) detailed in Condition 4.2 nor shall the Authority waive any of its rights under the said condition.

4.2 Option Prices

a. The option price detailed below is a firm prices not subject to variation.

b. In addition to the quantity detailed at Item 1 of the Schedule of Requirements the Contractor hereby grants to the Authority the following irrevocable options to purchase quantities of equipment in accordance with the terms and conditions set out in this contract or any such subsequent contract or contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such options.

(a) Option 1: A Qty 1 in addition to 2 already ordered under Item 1, at a firm price of GBP_**** in accordance with the delivery schedule at 7 provided that the Authority exercises such an option by no later than 31 March 2015,

5. INTELLECTUAL PROPERTY RIGHTS

DEFCON90 (Edn.11/06) - Copyright

DEFCON632 (Edn.08/12) - Third Party Intellectual Property - Rights and Restrictions

6. LOANS

DEFCON 694 (Edn 02/12) - Accounting For Property Of The Authority

The following articles shall be provided to the Contractor:

Article	Loan term	Delivery date	Delivery location	Return date	Delivery location
2 of laptops	Contract Work Item	1 month before the Factory Acceptance Test.	Contractor's site*	With Articles supplied under item no 1 of the Schedule of Requirements	Contractors site*

The Authority shall be responsible for delivery and re delivery of these Articles.

7. DELIVERY

DEFCON5J (Edn.07/08) - Unique Identifiers

Where used in conjunction with contracts for services, Clause 2 of the DEFCON shall not apply.

DEFCON507 (Edn.10/98) – Delivery

The Articles shall be delivered as follows:

Schedule of Requirements Item no	Delivery date	Delivery location	Acceptance
1	Quantity 2 within 9 months of Contract placement Quantity 1 (if option exercised) within 10 months of Contract	Porton Down. Delivery instructions shall be provided by Authority's Project Manager in due	Acceptance shall occur at a Final Acceptance Meeting. At the Final acceptance Meeting the Contractor shall present all evidence detailed in the ITEAP

	placement	course	to prove the final system and all Deliverables meet the requirements of the Contract. Final acceptance shall occur following confirmation by the Authority that all Deliverables required under this Item meet the requirements of the Contract.
2	5 years starting from acceptance of the first Article under Item no 1 of the Schedule of Requirements	As detailed in Contractor's proposal and condition 8 of this Contract.	As detailed in Contractor's proposal and condition 8 of this Contract.

8. PAYMENTS/RECEIPTS

DEFCON509 (Edn.09/97) - Recovery of Sums Due

DEFCON513 (Edn.06/10) - Value Added Tax

DEFCON522J (Edn.05/03) - Payment under P2P

DEFCON523 (Edn.03/99) - Payment of Bills Using the Bankers Automated Clearing Service (BACS) System

DEFCON534 (Edn.06/97) - Prompt Payment (Sub-Contracts)

Payment shall be made as follows:

Schedule of Requirements Item no	Payment
1	Following delivery and acceptance (as detailed in Condition 7) of each article.
2	Quarterly in arrears as detailed below.

Payment of Item no 2 of the Schedule of Requirements

a. The annual price stated in the Schedule of Requirements shall be divided in to 4 equal payments and this shall be paid quarterly in arrears as detailed in the clauses below.

b. Payments shall be made subject to the achievement of the Key Performance Indicators (KPI) detailed in the table below.

KPI	CRITERIA	NOTES
1	The minimum annual usage of each Article is 150 specified working days and each Article shall be available for 95% of the specified working days. Each	<p>Availability shall be calculated from the total of the specified working hours and the total number of days any of the individual articles are not available during the specified working days.</p> <p>Available means working in accordance with the requirements detailed in condition 3 of the Contract.</p> <p>The specified days that the system must available each year shall be advised annually to the Contractor before the start of the Year</p>
2	<p>Mean Time to Repair - UK:</p> <p>-- Dstl Porton Down – 6-Hrs from receipt of defect report.</p> <p>-- Dstl Portsmouth West – 6 Hrs from receipt of defect report.</p> <p>-- Portsmouth Technology Park – 6Hrs from receipt of defect report.</p> <p>-- UK CALFAC, Portland Bill from receipt of defect report</p> <p>-- Other UK Sites – 24Hrs from formal receipt of defect</p> <p>- Mean Time To Repair – International. The System will be returned to the Porton Down by the MOD – 12 -Hrs from time defective article has been returned to Porton Down</p>	Completion of the repair means the defective Article is available and working in accordance with the requirements detailed in condition 3 of the Contract.
3	<p>Provision of telephone support.</p> <p>Support available during Standard working hours 08:00 – 18:00 Monday to Friday and all queries answered and resolved within 24 hours or other date as agreed with Authority.</p>	
4	Each article's Annual Calibration is valid and any necessary scheduled maintenance has been carried out.	

The level of payment to be made to the Contractor shall be determined in accordance with the criteria in the table below:

KPI ACHIEVEMENT	PAYMENT
-----------------	---------

All KPI's achieved	Quarterly payment paid in full without reduction
KPI 1 - availability 94% and below or KPIs 2-4 1 or more KPIs not achieved.	Quarterly payment paid but reduced by 10% (10% reduction permanently withheld)
KPI 1 - availability 70% to 94% or KPIs 2-4- 2 or more KPI not achieved.	Quarterly payment paid but reduced by 15% (15% reduction permanently withheld)
KPI 1 - availability 60% to 94%	Quarterly payment paid but reduced by 20% (30% reduction permanently withheld)
KPI 1 - availability 59% and below	Quarterly payment paid but reduced by 30%
KPI 1 - availability 59% and below and KPIs 2-4- 1 or more KPIs or more not achieved.	Quarterly payment paid but reduced by 40% (40% reduction permanently withheld). Reduced quarterly payment withheld until availability increases to 60% or more at which payment point, withheld reduced quarterly payment is paid. (Current quarter paid on basis of requirements in this table).

c. Achievement of the KPIs shall be calculated following acceptance of each Article and shall be calculated annually commencing April of each year. For the first year only and until all the required Articles are delivered achievement against the KPIs shall be calculated on a pro rata basis

d. The Authority shall maintain a spreadsheet showing achievement against the KPIs in the above tables. The spreadsheet will be provided to the Contractor monthly. The KPI achievement shall be reviewed and agreed at the regular Progress Meetings. If the Authority does not maintain or provide the spreadsheet to the contractor or is unable to attend the Progress Meeting then the Contractor shall be entitled to receive a provisional payment, based on the full value of the quarterly payment value. Any adjusted, if necessary, to the provisional payment shall be made with the next payment to the Contractor.

e. If the Authority and the Contractor cannot agree on the value of the payment then payment shall be made based on the Authority's calculations. Any disputes shall be dealt with under DEFCON 530. .

9. CONTRACT ADMINISTRATION

DEFCON609 (Edn.06/14) - Contractor's Records

Appendix - Addresses and Other Information

1. Commercial Officer

DES Ships Comrc-MCS-6
Birch 1b #3133, MOD Abbey Wood, Bristol, BS34 8JH

Email: desshipscomrc-mcs-6@mod.uk

Tel: 030 679 86687

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

DES Ships MCS-UEW-ESCD-SECM
Birch 1b #3133, MOD Abbey Wood, Bristol, BS34 8JH

Email: desshipsmcs-uew-escd-secm

Tel: 030 679 36380

3. Packaging Design Authority

(where no address is shown please contact the Project Team in Box 2)

4. (a) Supply/Support Management Branch or Order Manager:

Tel No:

(b) U.I.N.

5. Drawings/Specifications are available from

6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to

(where no address is shown the mauve copy should be destroyed)

7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit
<http://dstan.uwh.dif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

9. Consignment Instructions

The items are to be consigned as follows:
See Schedule of Requirement

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com

11The Invoice Paying Authority (see Note 1)

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site

Lower Arnclott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: [DESLCSLS-](mailto:DESLCSLS-OpsFormsandPubs@mod.uk)

OpsFormsandPubs@mod.uk

NOTES

1. **Forms.** Hard copies, including MOD Form 640 are available from address in Box 12. , All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

2.* Many DEFCONs and DEFFORMs can also be obtained from the MOD Internet Website;

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

For Official Use Only Recoverable YES ☐ NO ☒

Issue of Government Property YES ☐ NO ☒

VAT Contractor - Country of Origin (delete those not applicable)

UK X	Overseas (non-EC Country)	Overseas (EC Country)
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If EC specify country:

Outside the scope	<input type="checkbox"/>	Item Nos	<input type="text"/>
Exempt	<input type="checkbox"/>	Item Nos	<input type="text"/>
Taxable Zero Rate	<input type="checkbox"/>	Item Nos	<input type="text"/>
Taxable - Standard Rate	<input checked="" type="checkbox"/>	Item Nos	All

(where a contract is with an overseas contractor JSP 916 should be consulted)

Finance Branch DES Ships Fin-MCS-2a2

RAC/ LPC No/ Project No S900563300

Requisition No 91926

Project Management/ Production branch reference UEW-ES

Place of manufacture

Place of packaging

Contractor's Tel No