

Material Change of Control

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

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

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

A33. In relation to a change described in paragraph A31, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement.

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

- a. they fail to re-submit to the Authority the updated relevant section of their PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than 10 business days following request from the Authority; or
- b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

Contract Terms & Conditions

A35. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules,

Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the [Knowledge in Defence \(KiD\) website](#).

A36. The Contract Terms & Conditions are attached.

Other Information

A37. The Armed Forces Covenant

- a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.
- b. The Covenant is based on two principles:
 - i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
 - ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.The Authority encourages all Tenderers, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.
- c. [The Armed Forces Covenant](#) provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.
- d. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.
Email address: employerrelations@rfca.mod.uk
Address: Defence Relationship Management
Ministry of Defence
Holderness House
51-61 Clifton Street
London
EC2A 4EY
- e. Paragraph A37 a to d above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation, Contract award procedure or any resulting Contract. However, the Authority very much hopes you will want to provide your support.

A38. Any other Information – Not Applicable.

Section B – Key Tendering Activities

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

Stage	Date and Time	Initiated By	Submit to:
Invitation to Tenderers' Conference	To be held on TV Tristram w/c 17 th October 2022	The Authority	All Tenderers
Date for Confirmation of attendance at Tenderers' Conference	Thursday 13 th October 2022	Tenderers	Defence Sourcing Portal
Final date for Clarification Questions / Requests for additional information	@DF47 Section B - Final Clarification Questions / Requests for additional information – Friday 28 th October 2022 at 12:00	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	Thursday 3 rd November 2022.	The Authority	All Tenderers
Tender Return	10:00 on Tuesday 15 th November 2022 (GMT)	Tenderers	Defence Sourcing Portal
Tender Evaluation	November to December 2022	The Authority	N/A
Negotiations	N/A	The Authority	N/A
Reverse Auction (See Annex B for more information on the conduct of the Reverse Auction)	N/A	The Authority	N/A
Trials / Testing	N/A	The Authority	N/A

Notes

Tenderers Conference

B1. A Tenderers Conference is being held as indicated in the table above, it enables the Authority to present the requirement to all Tenderers at the same time. It also provides Tenderers the opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those who wish to attend the Tenderers Conference to the abovenamed contact, by the date shown, so that access to the site can be arranged. A maximum of 3 attendees will be permitted. A copy of the presentation along with any questions raised and answers provided will be issued to all Tenderers regardless of attendance to the Tenderers Conference.

Clarification Questions

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

the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

Tender Return

B3. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

Negotiations

B4. Negotiations do not apply to this tender process.

Section C – Instructions on Preparing Tenders

Construction of Tenders

- C1. Your Tender must be written in English, using Arial font size 11. Prices must be in GBP ex VAT. Prices must be Firm Price. A price breakdown is not required in the Tender.
- C2. To assist the Authority's evaluation, you must set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

- C3. Your Tender must be valid and open for acceptance for 180 from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

Section D – Tender Evaluation

Introduction

- D1. This section contains further detail on the Tender Evaluation process as well as the specific marking criteria, scores, and applicable weightings.
- D2. Tenderers are reminded that all Tender submissions will ONLY be evaluated on the information and evidence provided within the Tender. Tenderers must not assume any prior knowledge that the Authority may have, as this will not be considered in the evaluation process. In addition, Tenderers are to note that different elements of all Tender submissions will be evaluated by different members of the Authority's evaluation team in isolation. Therefore, the Tenderer must ensure all cross-references to other sections within its Tender are clear and accurate, and not assume that an evaluator has had sight of other sections of its Tender. Where sections of the Tender rely on or are linked to information included within other sections the Tenderer is to clearly identify these relationships within all sections.

Restricted Procedure

- D3. This Contract will be awarded using the restricted procedure under Regulation 17 of the Defence and Security Public Contract Regulations (DSPCR) 2011 (the "Restricted Procedure").
- D4. The award of the contract shall be based on the offer which is the most economically advantageous tender from the point of view of the Authority ("MEAT") using the Value for Money Index method to five decimal places. This Value for Money Index will be multiplied by 1000000 to two decimal places to get a readable score.
- D5. The Value for Money Index divides the total score of the non-cost (quality) criteria by the tender cost. It ranks tenders on the quality (represented by the non-cost score) for each £ (or £k or £m) of cost. This is referred to as the absolute method which evaluates an individual tender exclusively on its own merits.
- D6. An example of a Value for Money Index calculation gives the following results:

Tender	Non-Cost score					Cost Ex VAT	VFM Index	Rank
	Comm	Spec	IPMP (90%)	Social Value (10%)	Total			
A	Pass	Pass	48.6	3	51.6	£4,450,000	11.60	2
B	Pass	Pass	42.3	1	43.3	£4,650,000	9.31	3
C	Pass	Pass	69.6	0.75	79.05	£3,900,000	20.27	1
D	Pass	Fail	N/A	N/A	N/A	N/A	N/A	N/A
E	Pass	Pass	N/A*	N/A	N/A	N/A	N/A	N/A

* = did not meet minimum threshold score for IPMP

The highest VFM Index provides more 'quality' / non-cost score per £ and is therefore the winning tender.

Evaluation of Tenderers Responses in Defence Sourcing Portal (DSP)

- D7. The Authority will evaluate the Tenderer's proposal in the Defence Sourcing Portal (DSP) under three envelopes:

- a. **Qualification Envelope** – refer to paragraph D8 below
- b. **Technical Envelope – non-cost (quality) criteria** *(this refers to all ‘non-cost’ elements of the tender evaluation including: technical evaluation, engineering evaluation, commercial evaluation (excluding cost or price), safety evaluation, quality evaluation etc. Essentially it includes all aspects of the tender evaluation other than the cost or price).*
- i. Question Section 2.1 – Commercial Deliverables
This Question Section is Pass/Fail criteria.
- ii. Question Section 2.2 – Specification Compliance
This Question Section is Pass/Fail criteria.
- iii. Question Section 2.3 – Integrated Project Management Plan (IPMP)
This Question Section is weighted and equates to 90% of the overall non-cost (quality) score.
- iv. Question Section 2.4 – Social Values
This Question Section is weighted equates to 10% of the overall non-cost (quality) score.
- c. **Commercial Envelope – tender cost** *(this refers to the ‘cost’ or pricing elements of the evaluation only. This does not include commercial aspects of the tender evaluation which are considered as part of the ‘technical’ or non-cost evaluation).*

Qualification Envelope

- D8. The Tenderer is requested to confirm that under the Qualification Envelope on the DSP, you can download and open the attached Tender Documents.

Technical Envelope

Question Section 2.1 - Commercial Deliverables

- D9. This Question Section is Pass / Fail criteria and is included in the overall non-cost (quality) score.
- D10. In order for the Tenderer’s Tender to meet the requirements of this Question Section 2.1 – Commercial Deliverables and to progress to the MEAT Value for Money Index calculation undertaken in the Commercial Envelope in accordance with paragraph D46 below, the Tenderer shall have met all of the evaluation criteria listed below in Table 1 (Section 2.1 Commercial Deliverables):

Table 1 – Section 2.1 Commercial Deliverables

DSP Ref	Tender Document	Evaluation Criteria	Evaluation Marking
2.1.1	UNPRICED DEFFORM 47	The Tender shall submit a UNPRICED DEFFORM 47 Annex A – Tender Submission	Pass / Fail