



Ministry
of Defence

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Westfalen AG
Niederlassung Göttingen
Bahnhofstraße 50
37124 Göttingen
Deutschland

[REDACTED] Your Reference:

Our Reference: CB/BFG/0120

Date: 26 September 2016

FAO [REDACTED]

Dear Sir,

Invitation To Tender (ITT) Reference No.CB/BFG/0120

1. You are invited to tender for the Supply of Industrial Gases to British Forces Germany (BFG) in competition in accordance with the attached documentation.
2. The requirement is for the supply of a range of different industrial gases in varying quantities over a three year period. The anticipated requirements with estimated quantities required per year, are specified in the Schedule 12 to the Contract SC2 Core+, attached.
3. Funding has been approved on 30 August 2016.
4. The anticipated date for the contract award decision is 11 November 2016, please note that this is an indicative date and may change.
5. You must submit your Tender to arrive **no later than 26 October 2016**. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.
6. Please confirm receipt of this tender to the Commercial Officer stated in the above address.

Yours faithfully

**List of Suppliers Invited to Submit a Tender for ITT No.
CB/BFG/0120**

Supplier Name Supplier Address and Phone No Supplier Point of Contact

Air Products GmbH	Gebrüder-Heyn-Straße 17 21337 Lüneburg Deutschland + [REDACTED]	[REDACTED]
Cagogas GmbH	Flughafenstr. 151 D-44309 Dortmund Deutschland + [REDACTED]	[REDACTED]
Linde Gas Deutschland	Juchostraße 93-95 44143 Dortmund Deutschland [REDACTED]	[REDACTED]
Westfalen AG	Niederlassung Göttingen Bahnhofstraße 50 37124 Göttingen Deutschland [REDACTED]	[REDACTED]

**Invitation To Tender
for
the Supply of Industrial Gases to British Forces
Germany (BFG)**

Section A – Introduction

DEFFORM 47 Definitions

- A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as “the Authority”), acting as part of the Crown.
- A2. “Tenderer” means the economic operator or group of operators in the form of a consortium, including sub-contractors, which has been invited to submit a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.
- A3. “Invitation to Tender” (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.
- A4. A “Tender” is the offer that you are making to the Authority.
- A5. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) which the contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
- A6. “Schedule of Requirements” Schedule 2 and Schedule 12 means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.
- A7. The “Statement of Requirement” (SOR) Schedule 10 details the technical requirements of the Contractor Deliverables.
- A8. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.
- A9. “Contract Conditions” means the attached conditions that will govern any resultant contract.
- A10. A “Third Party” is any person who is not an employee of the Tenderer as defined at A2.

Purpose

A11. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority's requirement. This documentation explains and sets out the:

- a. tender process and timetable for the next stages of the procurement;
- b. instructions and conditions that govern this competition;
- c. information you must include in your Tender and the required format;
- d. administrative arrangements for the receipt and evaluation of Tenders; and
- e. Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.

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

A13. This ITT has been issued to all potential Tenderers that expressed an interest.

A14. This ITT is exempt from the Public Contracts Regulations 2015 as it is below the threshold. The requirement was advertised by the Authority in the DCO / Contracts Finder dated 13 September 2016 with reference to the requirement for the Supply of Industrial Gases to British Forces Germany (BFG).

ITT Documentation and ITT Material

A15. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any intellectual property rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A15.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation, or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the Commercial Team if you decide not to submit a Tender;
- g. immediately return all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL- SENSITIVE' or 'SECRET'.

A16. Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A15 above.

Tender Expenses

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

Material Change of Control from Supplier Selection

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

Contract Conditions

A19. Standardised Contracting (SC2 Core +) conditions are attached. Only the 'Core Plus' conditions are negotiable.

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

Consultation with Credit Reference Agencies

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

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 Bidders Conference ¹	NOT USED	The Authority	All Tenderers
Date for Confirmation of attendance at Bidders Conference ¹	NOT USED	Tenderers	
Final date for Clarification Questions / Requests for additional information	19 October 2016 00.00	Tenderers	Army-Comrcl-BFG-Proc4
Final Date for Requests for Extension ²	14 October 2016	Tenderers	Army-Comrcl-BFG-Proc4
The Authority issues Final Clarification Answers	21 October 2016 00.00	The Authority	All Tenderers ³
Tender Return	26 October 2016 10.00	Tenderers	Army-Comrcl-BFG-Proc4, using DEFFORM 28
Tender Evaluation	9 November 2016	The Authority	N/A
Negotiations ⁴	N/A	The Authority	N/A
Reverse Auction	N/A	The Authority	N/A
Trials / Testing	N/A	The Authority	N/A

Notes

- ~~1. A Bidders Conference is where the Authority presents the requirement to all Tenderers at the same time. A copy of the presentation will be issued to all Tenderers regardless of attendance. It gives you an opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those attending the Bidders Conference to the above named contact, by the date shown, so that access to the site can be arranged.~~
- The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.
- The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.
- Negotiations are only permitted under the Negotiated procedures.

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

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

Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in € (Euros) Prices must be Firm Price and costs for delivery, rental charges and any other costs must be included on the Schedule 12 pages 12-1, 12-2 and 12-3 in the appropriate boxes.

C3. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C4. In accordance with F3 your Tender must be valid / open for acceptance for 90 calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

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

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

Section D – Tender Evaluation

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

The Tender Evaluation will be on the basis of:

Lowest Price technically and commercially compliant Tender.

Mandatory Criteria:	
Mandatory Requirements	
Returns completed in DEFFORM 47	Pass / Fail
Annex A (Offer) (See section F, paragraph 17)	
Minimum Technical Requirements met	Pass / Fail
Failure to meet the Mandatory Criteria will result in your Tender being non-compliant.	
Mandatory Technical Requirements	
Each of the questions below must be answered 'yes' to be deemed technically compliant.	
1	Can you supply the complete range of gas products, as listed in Schedule 12 to the Contract?
2	Can you supply the gases to the gas standard, the size of bottles, the valve outlet fittings and to the quantities estimated in Schedule 12 to the Contract?
3	Could you supply additional industrial gases should the Authority request such?
4	How would you deliver and collect gas cylinders to the barracks centred on Paderborn, Bielefeld and Gütersloh, as listed in the Schedule 11 to the Contract? Can you deliver to all of the listed barracks?
5	Can you deliver within one working week of the order being received?
6	Do you use a gas cylinder tracking process which is able to identify each gas cylinder by a unique serial number to allow accurate management by both the Authority and yourself?

<p>The table used to evaluate the Mandatory Technical Requirements questions is at Annex B.</p> <p>This Tender will be evaluated using the lowest price method. Your Tender must meet the minimum technical standard as stated in the Tender documentation, to be deemed technically compliant. Your Tender must also meet the minimum commercial requirements to be deemed commercially compliant. The contract will then be awarded to the overall lowest priced compliant bid taking all the costs detailed on Schedule 12 into account.</p>

Tender Evaluation Tool

Not Applicable

Section E – Instructions on Submitting Tenders

Submission of your Tender

- E1. Tenders must be sent to the named Commercial Officer by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserve the right to reject any Tender received after the stated date and time. You must provide two paper copies and one CD unpriced and one paper copy and CD priced, of your Tender. You must not email electronic copies until after 26 October 2016 and only if requested.
- E2. You must include the electronic copies of the priced and unpriced Tender with the associated paper copies only. You must label CDs containing electronic copies of the Tender with "Includes Prices" or "Unpriced". The electronic copies of the Tenders must be compatible with Microsoft Office Word 2010 and other MS Office 2010 applications. If you, password protect or encrypt any information on CDs containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.
- E3. You must complete and include DEFFORM 47 Annex A (Offer) (excluding Appendix 1) with your Tender. Where you select 'Yes' to any questions you must attach the relevant information.
- E4. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your priced Tender.
- E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.
- E6. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.
- E7. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.
- E8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

Samples

- E9. Samples are not Required

Section F – Conditions of Tendering

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

- a. seek clarification or additional documents in respect of a Tenderer's submission;
- b. visit your site;
- c. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- d. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, ~~the dynamic Pre-Qualification Questionnaire (PQQ)~~ or the tender process;
- e. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
- f. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
- g. re-issue this ITT on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and / or the Single Source Contract Regulations 2014;
- h. choose not to award any contract as a result of the current procurement process;
- i. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and / or;
- j. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the expiration of the period specified in paragraph C4 and subject to paragraph F3.

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

Conforming to the Law

F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn in particular to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation then your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

Bid Rigging and Other Illegal Practices

F6. You must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline