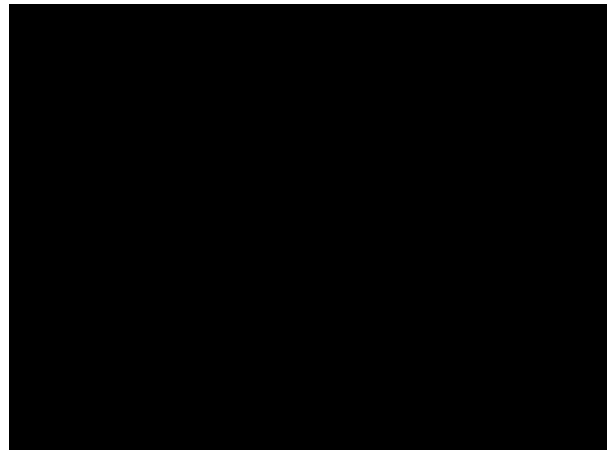




Ministry
of Defence



Tenderer's Name and Address
FAO Head of respective Tenderers
Commercial contact



22-Oct-19

Our Ref: TSSP/114

Dear Sirs,

Invitation to Negotiate (ITN) Reference No. TSSP/114 for the Provision of the Joint Command and Staff Trainer (JCAST)

1. Your organisation is invited to tender for the procurement of the Joint Command and Staff Trainer (JCAST) requirement in a competitive negotiated procedure in accordance with the attached documentation.
2. The Joint Command training solution requires a suite of training systems with associated support, to enable effective training and execution of exercises at Tiers 1,2 and 3 with the Joint Warfare end user.
3. An approved budget of £35m Ex Vat has been earmarked for the procurement and support of the JCAST programme until the Out of Service Date (OSD) of 2026.
4. The anticipated date for the contract award decision is May 2020. Please note that this is an indicative date and is subject to change.
5. You must submit your Tender proposal to arrive no later than 10:00hrs on the 28/11/2019. You must attach the enclosed Tender Return Label (DEFFORM 28ABW) to the outer packaging of your Tender when you submit it to the Authority.
6. Please confirm receipt of this ITN to the Commercial Manager stated in the above address. Dates of User Briefing Session shall be confirmed within two weeks of the ITN release date.
7. The requirement is for 4 years, with options to extend for a further 2 years in 1-year increments. Full details of the requirement can be found at Annex A to the Terms and Conditions and appending documents.

ITN Deliverables

8. As part of your Tender Submission, you are to submit the Tender deliverables listed in Section C of the issued DEFFORM 47, including an Executive Summary of your Tender. These documents will be evaluated by the Authority in accordance with Section D of the issued DEFFORM 47, the Technical Evaluation Criteria (Annex C) and Commercial Compliance Matrix (Annex B) to DEFFORM 47.
9. Your Tender must provide responses to all documents listed below; this includes providing pricing for all Line Items and Options detailed in the Schedule of Requirements and deliverables within the Terms and Conditions.
10. The Authority reserves the right to reject your Tender where you have not tendered for all the deliverables or provided all the information required to carry out a full assessment of your Tender.
11. The Authority requests that you ensure all references contained within your tender response are correct and any material referred to is specific and appropriately constrained. Please also ensure any marketing material is wholly relevant and avoid using videos in their entirety.

Clarifications

12. All clarification questions to be submitted using the AWARD tool, instructions have been provided within Annex F to DEFFORM 47.

Pricing

13. The pricing information requested within this Invitation to Negotiate (ITN) must also be accompanied by details of any assumptions and dependencies upon which the prices have been based, together with any exclusions that may apply.
14. You are to highlight any new ways of working focused on reducing the overhead and direct labor costs of delivering the requirements and should include these as part of the Tender return.
15. Your Tender should be submitted in GBP (£) EX VAT. You must submit all pricing using the Pricing Template at Annex V to the proposed contract as well as by populating the Schedule of Requirement within the Contract Conditions.
16. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded because of this invitation and it is your responsibility to consider whether TUPE applies to this re-let and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this Invitation to Tender results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.
17. If you have a contrary view to that of the Authority on the applicability of TUPE you are strongly encouraged to submit both a TUPE and non-TUPE tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non-TUPE tender will be considered, otherwise the tender conforming to the Authority's view will be considered.
18. TUPE information in respect of the current employees is provided at Annex G – TUPE (detail as at Feb 2019). This information may be updated prior to contract award in which event the short-listed tenderers will be given an opportunity to revise or confirm tendered prices.

19. The information detailed at Annex G has been obtained from the contractor currently undertaking this task. The accuracy and completeness of this information cannot be warranted by the Authority. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your Tender being deemed non-compliant.

Tender Validity

20. The indicative date for the Contract Award decision is May 2020. Please note that this date may change. Consequently, your Tender (including Price) must be valid and open for acceptance up to and including 29th May 2020.

Negotiations

21. Any assumptions, exclusions or dependencies underpinning your proposal must be provided as part of your Pricing template submission as well as in a separate ITN deliverable document with references to specific elements of your Tender or the Authority's ITN pack. You must detail the impact of each assumption, exclusion or dependency, for the Authority's consideration.
22. You are to inform the Authority of any International Traffic in Arms Regulations (ITAR) issues associated with your proposal, in accordance with the instructions listed in Appendix 1 to DEFFORM 47 as well as in accordance with the Terms and Conditions of the proposed contract.
23. The intention is for the negotiation period to take place during the timescales stated in Section B Key Tendering Activities. Negotiations are envisioned to be held at the Authority's premises at DE&S Abbey Wood, Filton, Bristol. However, this is subject to change.
24. Your negotiation team should consist of no more than four (4) persons at any one time, all of whom should have the delegated authority to make decisions.
25. The negotiations are expected to centre on pricing, commercial and technical tender submissions. The Contractor is to note that the Authority cannot amend any DEFCONs.
26. The Authority shall reserve the right to seek clarification from the Tenderer prior to negotiations, if required. We look forward to receiving your Tender.
27. The negotiation phase shall require each Tenderer to reach full agreement with the Authority on all Terms and Conditions contained herein. Failure to reach agreement with the Authority could result in your Tender being Non-Compliant and therefore the Authority will have the right to exclude you from the competition.
28. We would be grateful if you could confirm receipt of this ITN by 4th October 2019.

Yours sincerely,

List of Suppliers Invited to Submit a Tender for ITN No. TSSP/114

Supplier Name	Supplier Number	Supplier Address and Phone No.	Supplier Point of Contact
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Invitation to Negotiate
for
Joint Command and Staff Trainer (JCAST)
TSSP/114

Contents

This invitation to Negotiate consists of the following documentation and shall form Contract TSSP/114; subject to negotiation:

- DEFFORM 47 – Invitation to Negotiate. The DEFFORM 47 is the document that sets out the key requirements that Tenderers need to meet in submitting a valid Tender Proposal. It also sets out the conditions relating to this competition. For ease it is broken into:
 - Section A – Introduction
 - DEFFORM 47 Definitions
 - Purpose
 - Handling Instructions of ITN Documentation and ITN Material
 - Tender Expenses
 - Material Change of Control from Supplier Selection
 - Contract Conditions
 - Consultation with Credit Reference Agencies
 - Other Information
 - Amendments to Tender Documents
 - Format of ITN Submission
 - Section B – Key Tendering Activities
 - Section C – Instructions on Preparing Tenders
 - Tenders for Selected Contractor Deliverables
 - Construction of Tenders
 - Validity
 - Variant Bids
 - ITN Deliverables
 - Section D – Tender Evaluation
 - Appendix 1 to Annex D of the DEFFORM 47 – Tender Evaluation Methodology
 - Section E – Instructions on Submitting Tenders
 - Submission of your Tender
 - Samples
 - Security Aspects Letter
 - General Data Protection Regulations (GDPR)
 - Access to IPR
 - Supplier Access Questionnaire (Cyber)
 - Assumptions, Exclusions and Dependencies
 - Section F – Conditions of Tendering
 - Conforming to the Law
 - Bid Rigging and Other Illegal Practices
 - Conflicts of Interest
 - Government Furnished Assets
 - Standstill Period
 - Publicity Announcement
 - Sensitive Information
 - Reportable Requirements
 - Confidentiality
 - Specific Conditions of Tendering

- DEFFORM 47 Annex A – Tender Submission Document (Offer)
 - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
 - Appendix 2 to DEFFORM 47 Annex A (Offer) – DEFFORM 28 Tender Return Label
- DEFFORM 47 Annex B - Commercial Compliance Matrix
- DEFFORM 47 Annex C - Technical Evaluation Criteria
- DEFFORM 47 Annex D - Technical Compliance Matrix
- DEFFORM 47 Annex E - ITN Deliverable checklist
- DEFFORM 47 Annex F - AWARD Online ITN Submission Instructions
- DEFFORM 47 Annex G - TUPE
- Terms and Conditions of Contract (T&C's)
 - Annex A to Contract Conditions - Statement of Requirement
 - Appendix 1 to Annex A - Systems Requirements Document (SRD)
 - Appendix 2 to Annex A - Project High Level Schedule
 - Appendix 3 to Annex A – Integrated Test, Evaluation and Acceptance Plan (ITEAP)
 - Appendix 4 to Annex A - Spares and Consumables
 - Appendix 5 to Annex A - Safety and Environment Case Report
 - Appendix 6 to Annex A - Integrated Logistics Support Plan
 - Appendix 7 to Annex A - Initial Reliability and Maintainability Case
 - Appendix 8 to Annex A - MDAL / Risk / Opportunity Template
 - Appendix 9 to Annex A - VVRM Template
 - Appendix 10 to Annex A - Initial Supportability Case
 - Appendix 11 to Annex A - Configuration Management Plan
 - Appendix 12 to Annex A - Contract Deliverable Supplementary Information
 - Appendix 13 to Annex A - User Requirements Document (URD)
 - Appendix 14 to Annex A - CONEMP
 - Appendix 15 to Annex A - SOR Compliance Matrix
 - Appendix 16 to Annex A - SRD Compliance Matrix
 - Appendix 17 to Annex A - Defence Logistics Framework
 - Appendix 18 to Annex A - ILS Product Descriptions
 - Appendix 19 to Annex A - JCAST Baseline Exercise Schedule
 - Appendix 20 to Annex A - JCAST Baseline Exercise Scopes
 - Appendix 21 to Annex A - Authority Organisation Chart
 - Appendix 22 to Annex A - Safety and Environmental Management Plan (SEMP)
 - Appendix 23 to Annex A - Cost and Schedule Report Template
 - Appendix 24 to Annex A - T&EA(L) Macro Application Paper
 - Appendix 25 to Annex A – Lessons Learned Capability Terms of Reference
 - Annex B – Commercial Exploitation Agreement
 - Annex C – Key Performance Indicators (KPI's)
 - Annex D – Milestone Payment Plan
 - Annex E – Exit Management Plan
 - Annex F – Financial Management Report
 - Annex G – DEFFORM 24 Specimen Form of Guarantee Given by A Parent Company in Respect of a Subsidiary
 - Annex H – DEFFORM 68 Hazardous Articles, Materials or Substances Statement by The Contractor
 - Annex I – DEFFORM 94 Confidentiality Agreement

- o Annex J – DEFFORM 177 Design Rights and Patents (Sub-Contractor's) Agreement
- o Annex K – DEFFORM 315 Contract Data Requirement
- o Annex L – Government Furnished Assets
- o Annex M – DEFFORM 539A Tenderer's Commercially Sensitive Information Form
- o Annex N – DEFFORM 701 Head Agreement for Licence Terms for Commercial Software Purchased by The Secretary of State for Defence
- o Annex O – DEFFORM 702 Employee's Acknowledgement to Employer of Obligations Relating to Confidentiality
- o Annex P – Change Proposal Form
 - Appendix 1 to Annex P - Pricing Rates for any Changes to the Contract
- o Annex Q – Security Aspects Letter (SAL)
- o Annex R – DEFFORM 532 Personal Data Particulars
- o Annex S – Relationship Management Plan
- o Annex T – DEFFORM 528 Import and Export Controls
- o Annex U – TUPE
- o Annex V – Pricing Template and Assumptions
 - Appendix 1 to Annex V - Pricing Template and Assumptions for Software IPR
- o Annex W – DEFFORM 139 MOD SME Spend Data Collection
- o Appendix 1 to Terms and Conditions of Contract – DEFFORM 111 Addresses and Other Information

Section A – Introduction

DEFFORM 47 Definitions

- A1. “Commercial Acceptability Assessment” means definitions of marking criteria against Commercial Compliance Matrix
- A2. “Conditions of Tendering” means the Conditions set out in the DEFFORM 47 that govern the competition.
- A3. “Contract Conditions” means the attached conditions that will govern any resultant contract.
- A4. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificate(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) and any associated technical data 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.
- A5. “Criterion Scores” are outlined in Section D, Table 4 and shows the individual marks attributed to each Technical Evaluation Criteria.
- A6. “Final Tender” is the last submission associated with the Procurement from the Tenderer.
- A7. “Invitation to Negotiate” (ITN) refers to the documentation the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.
- A8. “Non-compliant” means that a tender has not met the mandatory requirements as per paragraph 27 of the ITN letter and the requirements outlined in both 1) Tables 1 & 2 in section C7 and, 2) the Schedule of Requirements.
- A9. “Schedule of Requirements” 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.
- A10. The “Statement of Requirement” details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached at Annex A to the Terms and Conditions of TSSP/114. The JCAST technical requirement includes the System Requirements Document (Appendix 1 to Annex A) and all subsequent appendices.
- A11. A “Tender” is the offer that you are making to the Authority.
- A12. “Tenderer” means the economic operator or group of operators in the form of a consortium, including subcontractors, who have been invited to submit a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.
- A13. “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.
- A14. A “Third Party” is any person who is not an employee of the Authority or Tenderer as defined at A11.

Purpose

A15. The purpose of this ITN 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 if the Authority awards a contract following this competition.

A16. The sections in this ITN and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A17. This ITN has been issued to all potential Tenderers chosen during the supplier selection stage, listed on page 4 of this DEFFORM 47.

A18. The requirement was advertised by the Authority in the DCO dated 4th December 2018 with reference to the requirement for 2018/s 227-520585 following the Negotiated procedure under the Defence Security Public Contracts Regulations 2011.

Handling instructions of ITN Documentation and ITN Material

A18. "ITN 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 ITN. "ITN 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 ITN. ITN Documentation, ITN 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 ITN Documentation and ITN Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITN 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 ITN;
- c. seek written approval from the Authority if you need to provide access to any ITN Documentation or ITN Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A18.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 ITN Documentation or ITN Material (or use beyond the original purpose), or further use of ITN Documentation or ITN 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 named Commercial Officer if you decide not to submit a Tender;
- g. immediately return all ITN documentation, ITN Material and derived information of an unmarked nature, should you decide not to respond to this ITN, 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 ITN Documentation and ITN Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A19. Some or all the ITN Documentation and ITN 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 A18 above.

Tender Expenses

A20. You will bear all costs associated with preparing and submitting your Tender, specifically related to IPR costs. The decision to award costs is at the discretion of the Authority and our decision is final.

Material Change of Control from Supplier Selection

A21. 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

A22. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the [Acquisition System Guidance \(ASG\)](#).

Consultation with Credit Reference Agencies

A23. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

Other Information

The Tenderers attention is drawn to the following other information:

A24. Please read the ITN thoroughly, examine the documents to be submitted with the Tender and plan the preparation of these documents. When finalising the Tender, please check that it includes all the required documents listed within Section C – Table 1 (Technical Deliverables) and Table 2 (Commercial Deliverables) of this DEFFORM 47. If for any reason you are unable to submit a required document with your Tender, please explain why in advance of your submission, as failure to do so may make your Tender Non-Compliant.

A25. The Tenderer should note that the information provided within this ITN takes precedence over any information that may have been received prior to its issue through discussions with the Authority or the Armed Forces. If there is a major conflict between the information in the ITN and information obtained from any other source, the Tenderer should notify the Authority's Commercial Officer specified in DEFFORM 111 to TSSP/114 immediately.

A26. Clarification requests should be submitted using the AWARD tool. Instructions have been provided within Annex F to this document.

A27. The Clarification Period is specified in Section B (Key Tendering Activities). No request(s) for clarification will be dealt with outside of this clarification period, although answers may be returned by the Authority after the Clarification Period has closed.

A28. The Authority reserves the right not to respond to a request for clarification. The Contractor will be notified in this instance.

Amendments to Tender Documents

A29. The Authority may modify the ITN by amendment. Any such amendment will be numbered, dated and issued by the Authority to the Tenderer. The Authority may, at its discretion, extend the deadline for receipt of the Tender in the event of an amendment. The Authority will inform the Tenderer of any extension to the deadline within the amendment.

Format of ITN Submission

A30. Two complete hard copies of your tender must be submitted through the Authority's Tender Board on or before the Tender return date stated in Section B (Key Activities) of the DEFFORM 47. The hard copy submission must be accompanied by a CD (compatible with Windows 7) containing soft copies all your responses to the documents published within the ITN Pack. The Tender must be separated into a Technical pack as well as a Commercial pack – Table 1 and Table 2 in C7 outline the submission requirements further. Please note; no pricing information should be included in the Technical Pack. In Parallel to this, the instructions should be followed in Annex F for an electronic submission via the AWARD tool. Please ensure pricing data is clearly marked.

Section B – Key Activities

The key dates for this procurement are currently anticipated to be as follows (please be aware this is subject to change):

Stage	Date and Time	Initiated By	Submit to:
ITN release	08 th October 2019	The Authority	All Tenderers
Final Date for Requests for Extension ¹	18 th October 2019	Tenderers	The Authority
Final date for Clarification Questions / Requests for additional information	21 st October 2019	Tenderers	The Authority
Issue of Final Clarification Answers by Authority	4 th November 2019	The Authority	All Tenderers
Tender Return	28 th November 2019	Tenderers	The Tender Board, using DEFFORM 28ABW & AWARD
Provision of Initial Feedback	8 th January 2020	The Authority	N/A
Negotiations	13 th January 2020	The Authority	N/A
End of Negotiations	24 th January 2020		
Final Tender Submission	30 th January 2020 (submissions to be staggered from this point to allow for Tenderers respective negotiation phases)	The Authority	Authority and AWARD
Evaluation	28 th February 2020		
Main Gate Business Approval	TBD	The Authority	N/A
Award Decision letters issued and standstill period	May 2020		
Contract Award	May 2020	The Authority	N/A

Notes

1. The Tenderer must make requests for an extension in writing (email is sufficient) to the Commercial Officer specified within DEFFORM 111 to the contract, by the date above. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.
2. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed, you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

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

Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be Firm (unless otherwise stated by the Authority) and in £GBP ex VAT. Prices must be in line with the stated Contract Conditions of TSSP/114. The Authority requires the pricing to be in line with the proposed schedule in the attached Contract Terms and Conditions.

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 till 29th May 2020. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

Variant Bids

C5. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. A Variant Bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITN Documentation. 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 Variant Bids during this competition.

ITN Deliverables

C7. The tables below list all deliverables required to be submitted as part of your Tender response for your tender to be deemed technically and commercially Compliant. The Authority reserves the right to deem your bid as non-compliant if tenderers fail to submit any of the ITN deliverables below in accordance with the format and acceptance criteria detailed below:

Technical Deliverables (Table 1) - 2 x Hard & 1 Soft Copy (CD) of Technical Tender pack to be submitted. Additionally, a copy of ITN submission to be uploaded into the AWARD tool.

Serial	Document	Acceptance Criteria
1	CD 02 -Technical Data Pack	Complies with JCAST Statement of Requirement at Annex A of the Contract
2	CD 03 - Project Management Plan	Complies with the JCAST SOR at Annex A of the Contract.
3	CD 06 - Work Breakdown Structure (WBS) + Work Breakdown Structure (WBS) Dictionary	Complies with the JCAST SOR at Annex A of the Contract.
4	CD 07 - Project Schedule	Complies with the JCAST SOR at Annex A of the Contract
5	CD 10 - Project Risk and Opportunity Register	Complies with the JFST SOR at Annex A of the Contract.
6	CD 11 -Master Data Assumptions List	Complies with the JCAST SOR at Annex A of the Contract.
7	CD 12 - Systems Engineering Management Plan	Complies with the JCAST SOR at Annex A of the Contract.
8	CD 13 - System Architecture Document and Architecture	Complies with the JCAST SOR at Annex A of the Contract.
9	CD 14 - Deliverable Configuration Management Plan	Complies with the JCAST SOR at Annex A of the Contract.
10	CD 16 - Contractor Test & Evaluation Management Plan (CTEMP)	Complies with the JCAST SOR at Annex A of the Contract.
11	CD 17 - Acceptance Specification	Complies with the JCAST SOR at Annex A of the Contract
12	CD 18 - Validation and Verification Requirements Matrix (VVRM)	Complies with the JCAST SOR at Annex A of the Contract.
13	CD 19 - Security Management Plan	Complies with the JCAST SOR at Annex A of the Contract.
14	CD 21 - Safety and Environmental Management Plan	Complies with the JCAST SOR at Annex A of the Contract.
15	CD 24 - Integrated Support Plan (ISP)	Complies with the JCAST SOR at Annex A of the Contract.

16	CD 26 - Reliability & Maintainability (R&M) Case	Complies with the JCAST SOR at Annex A of the Contract.
17	CD 27 - Technical Documentation Management Plan	Complies with the JCAST SOR at Annex A of the Contract.
18	CD 28 - Supply Support Plan	Complies with the JCAST SOR at Annex A of the Contract.
19	CD 32 - Support & Test Equipment Plan (S&TEP)	Complies with the JCAST SOR at Annex A of the Contract.
20	CD 33 - Software Support Plan	Complies with the JCAST SOR at Annex A of the Contract.
21	CD 34 - Facilities and Infrastructure Plan	Complies with the JCAST SOR at Annex A of the Contract.
22	CD 35 - Packaging, Handling, Storage and Transportation (PHS&T) Plan	Complies with the JCAST SOR at Annex A of the Contract.
23	CD 39 - Human Factors Integration (HFI) Plan	Complies with the JCAST SOR at Annex A of the Contract.
24	CD 41 - In-Service Support plan (ISSP)	Complies with the JCAST SOR at Annex A of the Contract.
25	CD 42 - In-Service Monitoring of Logistic Performance Plan (ISMLP)	Complies with the JCAST SOR at Annex A of the Contract.
26	CD 43 - Logistic Information Management Plan (LogIP)	Complies with the JCAST SOR at Annex A of the Contract.
27	CD 45 - Obsolescence Management Plan (OMP)	Complies with the JCAST SOR at Annex A of the Contract.
28	CD 48 - Disposal and Exit Management Plan	Complies with the JCAST SOR at Annex A of the Contract.
29	Technical Compliance Matrix	Completed in accordance with DEFFROM 47 Annex D
30	SOR Compliance Matrix	Completed in accordance with Appendix 15 to Annex A
31	Contractors Statement of Work	Completed in accordance with Annex A to TSSP/114-Statement of Requirement and all accompanying appendices.

Commercial Deliverables (Table 2) - 2 x Hard & 1 Soft Copy (CD) of Commercial Tender pack to be submitted. Additionally, a copy of ITN submission to be uploaded into the AWARD tool.

Serial	Document	Acceptance Criteria
1.	Tender Submission Document (Offer)	Completed Annex A to DEFFORM 47
2.	Information on Mandatory Declarations Returns	Completed Appendix 1 to Annex A DEFFORM 47
3.	Commercial Compliance Matrix	Completed Annex B to DEFFORM 47
4.	ITN Deliverable Checklist	Completed Annex E to DEFFORM 47
5.	Commercial Exploitation Agreement	Completed Annex B to TSSP/114
6.	Key Performance Indicators	Completed Annex C to TSSP/114
7.	Milestone Payment Plan	Completed Annex D to TSSP/114
8.	Exit Management Plan	Completed Exit Management Plan in accordance with Annex E to TSSP/114
9.	Parent Company Guarantee	Completed DEFFORM 24 Annex G to TSSP/114
10.	Hazardous Articles	Completed DEFFORM 68 Annex H to TSSP/114
11.	Confidentiality Agreement	Completed Annex I to TSSP/114
12.	Design Rights and Patents (Subcontractor's Agreement)	Completed Annex J to TSSP/114
13.	Contract Data Requirement	Agreed DEFFORM 315 Annex K to TSSP/114
14.	Government Furnished Assets	Contractors are to specify GFX's required to deliver the JCAST capability from the list of GFX made available by the Authority. Refer to Annex L to TSSP/114.
15.	DEFFORM 539A Tenderer's Commercially Sensitive Information Form	Completed DEFFORM 539A (Annex M) to TSSP/114.
16.	DEFFORM 701 Software License Agreement	Endorsed DEFFORM 701 (Annex N) to TSSP/114 with information on the software to be licensed to the Authority.

17.	DEFFORM 702 Employee's Acknowledgement to Employer of Obligations Relating to Confidentiality	Endorsed DEFFORM 702 (Annex O) to TSSP/114
18.	Change Proposal Form	Contractor's acceptance of the change proposal process detailed (Annex P) to TSSP/114.
19.	Pricing Rates for any Changes to the Contract	Completed Pricing rate template (Appendix 1 to Annex P)
20.	Security Aspects Letter (SAL)	Confirmation of Contractor's ability to deliver requirement in accordance with Annex Q
21.	Personal Data Particulars	Completed DEFFORM 532 (Annex R)
22.	Relationship Management Plan	Completed Relationship Management Plan (Annex S) to TSSP/114
23.	Annex T DEFFORM 528- Import and Export Controls	Completed Import and Export controls spreadsheet (Annex T) to TSSP/114
24.	TUPE	Confirmation of Contractor's Acceptance of the TUPE conditions in Annex U to TSSP/114
25.	Pricing Template	Completed Annex V to TSSP/114
26.	Pricing Template Representative Taskings For PDS Pricing	Completed Appendix 1 to Annex V to TSSP/114
27.	SME Spend Data Collection	Completed Annex W to TSSP/114

Section D – Tender Evaluation

D1. This section details how your Tender will be evaluated, the tools used to evaluate your Tender and the evaluation marking criteria which explain how the Commercial, Technical and Cost assessment will be carried out by the Authority.

D2. The aim of the Tender Evaluation process is to select the Tenderer who offer the Most Economically Advantageous Tender (MEAT) for the delivery of JCAST.

D3. Each Tender will be evaluated using the MEAT scoring; the details of which can be found below at D4 – D6.

D4. The total evaluation for bids is out of 100 points (60 for Technical/ 40 for Cost). A score of 60 shall be obtained by the strongest technical proposal and calculate a score for the other Tender through a % difference method. This is repeated for price, with the lowest cost proposal receiving 40 points and a % difference method being used for the remaining Tenders score.

D5. The overall marking scheme can be seen in Table 1 below:

Section D Table 1 – Marking Scheme

Description	Scoring criteria	Maximum available marks	Maximum result
Commercial	Acceptable	N/A	N/A
Technical	Various	60	60
Cost	Marks	40	40
MEAT(Total)		100	100

D6. The Technical and Cost results for each Tender will be converted into a MEAT Result. The Contract will be awarded to the Tenderer that achieves the Most Economically Advantageous Tender (MEAT) Result (the highest total score) in addition to a Commercially compliant submission. If two Tenders achieve the same MEAT Result, the lowest Cost affordable Tender will be declared the winning bid.

Evaluation and Negotiation Programme

D7. The Tender Evaluation and Negotiation process will be split into five distinct stages:

a. **Stage 1: Initial Evaluation** – Following receipt of the Tenders, the Authority will evaluate each Tender in accordance with paragraphs D10 to D14 of this DEFFORM 47.

b. If the Authority receives a Tender that is technically compliant, commercially compliant, and affordable, the Authority reserves the right not to undertake negotiations, outlined at Stage 3 below and to award a contract. If this option is not taken then the Tender process shall continue.

c. **Stage 2: Feedback** – Once the Initial Evaluation is complete; the Authority will provide brief feedback to each Tenderer. This will consist of your overall current ranking (1st or 2nd) and your individual Commercial Acceptability Assessment, Technical Score and Price Score (1st or 2nd).

d. **Stage 3: Negotiations** – Providing no contract is awarded at Initial Evaluation – Stage 1, the Authority will take one or both Tenderers through to negotiation in accordance with the procedure set out in paragraphs D16 to D22. All Tenderers will be notified in writing if they have or have not been invited to Negotiations – Stage 3. The Authority's aim, as stated in paragraph D16 below, is to shape the optimum balance of performance, cost, time, and risk for JCAST.

i. **Final Tender Submission** – Following the conclusion of the negotiations, you will be invited to submit a Final Tender. You shall, upon finalising your Final Tender response, provide both a pdf and Microsoft Word copy for your final submission via AWARD. The Authority shall evaluate the elements which have been changed from the prior submission; with all changed elements being clearly marked. Additionally, failure to resubmit a revised proposal will result in the Authority using the last valid submission received from the Tenderer.

e. **Stage 4: Final Evaluation** – Following receipt of Final Tenders, the Authority will re-evaluate each Tender in accordance with paragraph D10c to D15 of this DEFFORM 47. If no Final Tender Submission received, results from the Initial Evaluation will stand. If two Tenders achieve the same technical MEAT Result, the lowest Cost affordable Tender will be declared the winning bid. At this point if there are no affordable Tenders, the Authority reserve the right to request a Best and Final Offer (BAFO). If the BAFO does not result in an affordable Tender this will then be deemed as a failed competition and the process will be terminated.

i. **Recommended Tenderer** – Prior to Contract Award a recommended Tenderer will be subject to the Authority's Main Gate Business Case (MGBC) approval. No down selected Tenderer will be informed of the outcome of the competition until the project has gone through Main Gate Approval.

Stage 5: Feedback /De-brief – Post-MGBC all Tenderers will be notified of which Tenderer has won the competition. At the beginning of the ten (10) day Standstill period, the Authority will provide feedback (by letter) to each Tenderer on the strengths and weaknesses of their bid. This will include a breakdown of the Tenderer's Technical and Price Score, the total score of the winning Tender and the unsuccessful Tenderer's score. After the ten (10) day Standstill period a contract will be awarded to the winning Tenderer as long as no legal proceedings have been issued to challenge this.

Tender Evaluation

D8. It is your responsibility to direct the Authority to the evidence contained within your Tender relevant to each of the Technical Evaluation Criteria. The Authority is not obliged to seek additional evidence within your Tender over and above that explicitly referenced to a specific Technical Evaluation Criteria response. Any marketing material (including links to media, videos etc.) will not be considered by the Authority so should be omitted from any Tenders.

D9. The Authority may seek clarification of Tenders where it requires further explanation or understanding of what has been proposed, or if any part of their proposal cannot be evaluated adequately because it contains apparent errors, or its meaning or intent is unclear. This will normally be in the form of formal written questions with a specific and auditable numbering system which will form part of the Tenderers response and will be conducted within the AWARD tool.

Evaluation Stages - Commercial Compliance

D10. Your Tender response to DEFFORM 47 Annex B (Commercial Compliance Matrix) will be evaluated using the process set out below:

- a. At Stage 1 Tenderers Compliance of Authority's Terms and Conditions and DEFCONS will be evaluated using the Commercial Compliance Matrix (DEFFORM 47 Annex B). Each individual line item within the Commercial Compliance Matrix will be evaluated on a Pass/Fail basis. The overall response will then be evaluated and given an overall assessment of Acceptable, Unacceptable or Reserve Judgement as per Section D Table 2 below.
- b. The Authority will Reserve Judgement and consider a revised response to negotiable elements to the Terms and Conditions as identified in the Commercial Compliance Matrix. The Authority shall then negotiate (Stage 3) these elements with the Tenderer.
- c. Once Final Evaluation Stage 4 negotiations has concluded, your Final Tender will be evaluated as per Stage 1, but with the exception of the overall assessment shall be allocated an 'Acceptable' or 'Unacceptable' outcome only.
- d. Your Final Tender Submission will be awarded an overall assessment of Unacceptable if your Tender has one (1) or more Fails against any of the Terms and Conditions and / or DEFCONS of the Contract, post the Negotiation Stage.
- e. If a Tender is deemed Unacceptable for the Commercial element at any point it will be rejected and removed from the competition.

Section D Table 2 – Commercial Acceptability Assessment

Acceptability Assessment	Description
Pass	The Tenderer has confirmed full acceptance and compliance to the relevant line item on the Commercial Compliance Matrix
Fail	The Tenderer has not confirmed full acceptance and compliance to the relevant line item on the Commercial Compliance Matrix and / or has provided an alternative condition or caveat which is unacceptable to the Authority.
Acceptable	The Authority will be able to place a contract with full compliance to the draft Conditions of Contract and if applicable, full compliance to those negotiable elements as discussed with the Authority at negotiations and reflected this within their Tender.
Unacceptable	The Authority will be unable to place a contract. Any alternative condition that if the Authority entered into a contract it would be faced with additional commercial, technical, or financial risks that are unacceptable to the Authority; or, Non-acceptance to the Conditions of Contract.
Reserve Judgment	The Authority will consider a revised response to negotiable elements only of the Commercial Compliance Matrix and will negotiate with the Tenderer. Once negotiations have concluded, your Final Tender will be allocated an 'Acceptable' or 'Unacceptable' marking depending on the outcome.

Evaluation Stages - Compliance against Key and Mandatory System Requirements (SRs)

D11. At Stage 1 Tenders will be evaluated against the Key and Mandatory System Requirements (SRs) detailed in DEFFORM 47 Annex C (Technical Evaluation Criteria). Compliance with each Key and Mandatory SRs at Threshold level or greater, supported by enough evidence is required. Tenders that do not achieve a minimum of threshold compliance against these Key and Mandatory SR's will be evaluated as an Unacceptable Tender and may result in the Tender being excluded from the competition. The Authority will however reserve the right to take any Unacceptable Tender through from Stage 1 – Initial Evaluation to Stage 3 - Negotiations, if the areas that are

Unacceptable in the initial submission are deemed by the Authority as showing sufficient evidence by the Tenderer, that through negotiations they may be able to meet the minimum threshold of compliance at Stage 4. A Tender will not be selected as the winning bid if the Authority evaluate the Final Tender (Stage 4) as not meeting the minimum threshold requirements.

Evaluation Stages - Compliance against the Statement of Requirement (SOR)

D12. At Stage 1 Tenderers must confirm that they can deliver all aspects of the SOR by confirming compliance against each element of the SOR Compliance Matrix in Appendix 17 of Annex A. Tenders that do not achieve compliance against all elements of the SOR Compliance Matrix will be evaluated as an Unacceptable Tender. The Authority will however reserve the right to carry through a Tenderer with an Unacceptable scoring through to the Negotiation Stage 3. A Tender will not be selected as the winning bid if the Authority has evaluated the Final Tender (Stage 4) with any Unacceptable scores against the SOR.

Evaluation Stages - Technical Response

D13. At Stage 1 the Tenderers technical responses will be evaluated in accordance with DEFFORM 47 Annex C (Technical Evaluation Criteria) and the Technical Score will be calculated using the following process:

- f. Each Tender will be evaluated against DEFFORM 47 Annex C (Technical Evaluation Criteria). Evaluators will consider the Tender to assign a Confidence Level (High, Good, Moderate, Low, Unacceptable) and a corresponding Confidence Mark to each Technical Evaluation Criteria (TEC), see Section D, Table 3 below.

Section D Table 3 – Technical Evaluation Criteria Confidence Marks

Confidence Level	Confidence Mark
High Confidence	100%
Good Confidence	70%
Moderate Confidence	30%
Low Confidence	0%
Unacceptable	Fail

- g. The Confidence Mark for each criterion will be multiplied by the Criterion Score shown in Section D Table 4 below to calculate a Criterion Mark for each TEC.

Section D Table 4 – Technical Evaluation Criteria

Question Number	Question	Weighting
1	Planning Phase	12.46%
2	Visibility of Flexibility Costs	12.46%
3	Reuse of existing GFA and alignment to DMaSC	12.46%
4	Delivery of Exercise Executions	11.91%
5	Simulation Environment	11.91%
6	Integrated Logistics Support (ILS)	11.91%
7	Analysis and Reporting	10.81%
8	Collaborative Business Relationship	9.71%
9	Software Support Tools	6.41%
10	Project Management & Schedule	Pass/Fail
11	Capability Milestones Plan	Pass/Fail
12	Human Factors Integration	Pass/Fail
13	Security Accreditation	Pass/Fail
14	Quality Management	Pass/Fail
15	Safety & Environmental Management	Pass/Fail
16	Compliance with SRD	Pass/Fail

- h. The Technical Mark is the sum of the individual Criterion Marks based on the confidence level achieved by the Tender. For example, a Tender that receives High Confidence against every technical criterion will receive a Technical Mark of 100.
- i. Any Assumptions, Dependencies, Risks and Exclusions in your Tender will be evaluated as part of the Technical, Price, and/or Commercial evaluation (as applicable).
- j. The Authority retains the right to carry through a Tenderer with an Unacceptable confidence level score through to the Negotiation Stage 3.
- k. A Tender will not be selected as the winning bid if the Authority has evaluated the Final Tender (Stage 4) with any Unacceptable confidence levels.

Evaluation of Cost

D14. The evaluation of cost will be calculated on the Firm and Fixed prices requested in the Schedule of Requirement and those at Annex V (Contract Conditions), including all option years which will be used for the MEAT calculation. Tenderers must note that price submitted will be used for the MEAT Evaluation in Stages 1 and 4 (see Appendix 1).

Unacceptable Tenders

D15. At any point following receipt of Tenders, the Authority reserves the right to remove a Tenderer from the competition at any stage of the evaluation and negotiation programme, if the Tender does not meet the requirements and evaluated as Unacceptable in accordance with this DEFFORM 47.

Negotiations Stage 3

D16. The aim of the Negotiations is to create an optimum balance of performance, cost, time, and risk of each Tender. You will be informed of the negotiation timetable by notification at Initial Evaluation Outcome subject to an invitation to proceed to Stage 3 (Negotiation).

D17. A record of Key points and discussions between the Tenderer and the Authority during the Negotiations will be recorded by the Authority and shared with the Tenderer. Please note that you must include all changes/amendments from negotiations in your Tender. The Authority will only evaluate what is submitted in the Tender documentation. Anything discussed or recorded at negotiations will not be evaluated unless included within the Tender documentation.

D18. Following Negotiations, you shall update your Tender in accordance with any changes or modifications discussed with the Authority during the negotiations (if applicable). You shall have twelve (12) business days in which to submit your Final Tender, in accordance with Section E of the DEFFORM 47, for final evaluation. Only documents where changes occur shall be submitted. You must deliver both a hard and soft copy with tracked changes clearly shown with an electronic copy must also uploaded onto AWARD tool within twelve (12) business days of your final negotiation day. The Authority shall consider the requirement of additional pages for evidence at Final Tender Submission.

Note: The Final Tender Submission will not need to be submitted through the Tender board.

D19. To assist the Authority's Final Evaluation you must deliver, in table format, detail of what each change is and where it is located within the submission. This must also include detail of where any element of the original Tender has been removed.

D20. You must also deliver a clean word version of your Final Tender Submission.

D21. It is advised that you take a screenshot of your AWARD uploads in case of any technical problems.

D22. Negotiations with each Tenderer will be undertaken in a staggered manner and not

concurrently. Submission of each Tenderers Final Tender, in both hard copy and via AWARD will also be undertaken, therefore, in a staggered manner and not concurrently. The hard copies, of any Tenderers Final Submission Tender, will not be made available nor AWARD be opened to the Authority to undertake Final evaluation until such time as all submissions are in.

Evaluation Tool

D23. The Authority will use the AWARD software tool supplied by Commerce Decisions Ltd to both aid and record the evaluation of your Tender at the stages detailed in paragraph D11 – D22. A firewall has been put in place with Commerce Decisions Ltd ensuring their employees working with the Authority, cannot provide information to the Tenderers of this ITN. This includes the outcome of Tender Evaluation Panels and the debrief process. AWARD will also be used by the Authority as a repository for information supplied by the Authority in support of this ITN. Evaluators will use the AWARD tool as the primary mechanism for the evaluation of your Tender and will only be granted access to your Tender, either via AWARD or your hard copy, after the Tenders have passed through the Tender Board (Stage 1) (see Section B, Table 1, Key Activities). Technical evaluators will not have visibility of any pricing information until the Initial Tender Evaluation Panel and Final Evaluation has taken place. Timing of access for evaluation of the Final Submissions is detailed at D22 above.

D24. Each evaluator will be trained in the use of AWARD and in how to conduct Tender evaluations.

Final Evaluation Stage 4

D25. Following receipt of Final Tender following negotiations the Authority will re-evaluate in accordance with Paragraph D10c to D14 of this DEFFORM 47 and then carry out the MEAT calculation in accordance with Appendix 1. An example of evaluation using MEAT scoring can be found below in Appendix 1 to Section D.

Appendix 1 to Section D

Tender Evaluation Methodology - Worked Example

Evaluation of the Cost Result - Pricing Assessment

Equation 1:

$$\text{Cost Result} = \frac{\text{Lowest Tendered Price}}{\text{Tendered Price}} \times \text{Percentage Weighting}$$

a) A worked example of the Cost Result is displayed through steps i to iii.

- i. Tenderer 1 provides a Tendered Price of £800,000
Tenderer 2 provides a Tendered Price of £700,000
Tenderer 3 provides a Tendered Price of £775,000
Tenderer 4 provides a Tendered Price of £850,000
- ii. Tenderer 2 has provided the Lowest Tendered Price of £700,000.

Cost Result for Tender 1:

$$\frac{700,000}{800,000} \times 40\% = 35$$

Cost Result for Tender 2:

$$\frac{700,000}{700,000} \times 40\% = 40$$

Cost Result for Tender 3:

01

Cost Result for Tender 4:

$$\frac{700,000}{850,000} \times 40\% = 32.9 \text{ (to 1 decimal point)}$$

Appendix 1 to Section D

Calculation of MEAT Result - Worked Example

- a) The Technical and Cost results will be converted into a MEAT Result as detailed below. The Tender that achieves the highest MEAT Result in addition to Commercially complaint submission will be deemed the winning bidder. If two Tenders achieve the same MEAT Result, the lowest Cost Tender will be declared the winning bid.
- b) The final MEAT Result will be calculated from the addition of the Technical and Cost results achieved.

Example calculation of MEAT Result

	Tender 1	Tender 2	Tender 3	Tender 4
Technical Result	43.6	49.1	54.5	59
Cost Result	35	40	36.1	32.9
MEAT Result	78.6	89.1	90.6	91.9

- c) In the above example, Tender 4 is the Most Economically Advantageous Tender.

Section E – Instructions on Submitting Tenders

Submission of your Tender

E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserves the right to reject any Tender received after the stated date and time. You must provide submissions in line with the components listed in both the Technical Compliance (Table 1) and Commercial Compliance (Table 2) Tables. You must not email electronic copies until after the Tender Board has taken place.

E2. You must include the electronic copy/ies of the priced and unpriced Tender with the associated paper copy/ies only. You must label CDs containing electronic copies of the Tender with “Includes Prices” or “Unpriced”. The electronic copies of the Tenders must be compatible with Microsoft Office Word 2010 and other MS Office 2010 applications. If you password protect or encrypt any information on CDs containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation. You must ensure the aforementioned is also completed for your AWARD soft copy submission and ensure all aspects of your tender response are included.

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 28ABW) 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 for the purposes of this ITN.

Security Aspects Letter (Annex Q)

E10. You are required to review the Security Aspects Letter at Annex Q to TSSP/114 and confirm that you understand and will comply with its content as part of your Tender. Please include this confirmation within your Commercial Compliance Matrix at Annex B to DEFFORM 47.

General Data Protection Regulations (GDPR)

E11. Please be aware that GDPR came into force on 25 May 2018. Please confirm that you have implemented the appropriate technical and organisational measures to comply with GDPR and provide guarantees of your ability to comply with the regulations. Particularly any work undertaken and/or evidence you can provide in relation to your planned compliance with GDPR Article.30 and/or Part.3, Section.59 of the Draft Data Protection Bill – Records of Processing Activities, either of which will apply to data processors regardless of any contractual arrangements. If you would like

to know more about the changes, the Information Commissioners Office is a good source of information on the new regulations ([ICO Information on the GDPR](#)). Please include this detail within your Commercial Compliance Matrix at Annex B to DEFFORM 47.

Access to IPR

E12. As part of your ITN submission you are to confirm that you have access and rights to the relevant Intellectual Property Rights (IPR) technical data required to fulfill any requirement defined within this ITN. Please include this detail within your Commercial Compliance Matrix at Annex B to DEFFORM 47.

E13. No work shall be sub-contracted without first entering into a DEFFORM 177 agreement; this includes any legal entity or business unit within the corporation used.

Supplier Access Questionnaire (Cyber)

E14. In accordance with DEFCON 658 you are required to complete the Supplier Access Questionnaire (SAQ). The result of the SAQ will dictate the Cyber Level you must hold against DEFCON 658. Please include this detail within your Commercial Compliance Matrix at Annex B to DEFFORM 47.

The reference to use to access the SAQ has been provided to suppliers in the JCAST Contract Notice

Assumptions, Exclusions and Dependencies

E15. Any Assumptions, Exclusions or Dependencies underpinning your proposal should be listed as part of the tender response in the Pricing Template issued out to Tenderers. Tenderers are to detail the impact of each Assumption, Exclusion or Dependency, for the Authority's consideration.

Section F – Conditions of Tendering

F1. The issue of ITN Documentation is not a commitment by the Authority to place a contract because of this competition or at a later stage. Any expenditure, work or effort undertaken prior to any offer of contract and subsequent 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 ITN;
- 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 ITN at any time, or to re-invite Tenders on the same or any alternative basis;
- g. re-issue this ITN, on a single source basis, if this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and / or Single Source Contract Regulations 2014;
- h. choose not to award any contract because 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 prices 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 10 subject to the supplier's unqualified acceptance of the offer. Written notification will be issued, to the address you provide, on or before the end of the validity 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. If legal proceedings are instigated, challenging the award of the contract, prior to entry into contract, it is a condition of this ITN 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 to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation, then your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

F7. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.

F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum, this must include:

- a. manner of operation and management;
- b. roles and responsibilities;
- c. standards for integrity and fair dealing;
- d. levels of access to and protection of competitors' sensitive information and Government Furnished Information;
- e. confidentiality / non-disclosure agreements (e.g. DEFFORM 702)
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

Should your tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.

Government Furnished Assets

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

Standstill Period

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

Publicity Announcement

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

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

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

Sensitive Information

F14. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. They report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.

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

F16. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITN) to any third party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Reportable Requirements

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

F18. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 to Annex A may be used to support the Authority's evaluation of your Tender, as detailed in Section D.

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

Confidentiality

F20. All information disclosed within this ITN should be treated as Confidential. Consequently, both the Authority and the Tenderer shall treat in confidence all Information it receives from the other and shall not disclose any of that Information to any third party without the prior written consent of the other party. All Information shall be treated in accordance with DEFCON 531.

Specific Conditions of Tendering

F21. All conditions of tendering have been provided in the sections above.

Ministry of Defence

Tender Ref No.....

Tender Submission Document (Offer)

To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called “the Authority”)

The undersigned Tenderer, having read the ITT Documentation, offers to supply the Contractor Deliverables at the stated price(s), in accordance with any referenced drawings and / or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Conditions or any amendments issued by the Authority shall apply.

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No.....				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to IPR that has been exclusively, or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528			Yes* / No	
Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?			Yes* / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Have you completed the compliance matrix/ matrices?			Yes / No / Not Required	
Are you a Small Medium Sized Enterprise (SME)?			Yes / No	

Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No		
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?	Yes / No		
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A		
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No		
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No		
Do the Contractor Deliverables (including Packaging) use the Substances that deplete (as Ozone Layer, as defined in Regulation (EC) 1005/2009 744/2010) amended by EC of the European Parliament and of the Council.	Yes* / No		
Have you attached The Bank / Parent Company Guarantee?	Yes* / No / Not Required		
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required		
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required		
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).			
Tenderer's Declaration of Compliance with Competition Law			
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether legally binding. In particular:</p> <ul style="list-style-type: none"> a. the offered price has not been divulged to any Third Party, b. no arrangement has been made with any Third Party that they should refrain from tendering, c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and e. no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.</p>			
Dated thisday of Year			
<table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Signature: (Must be original) </td> <td style="width: 50%; vertical-align: top;"> In the capacity of (State official position e.g. Director, Manager, Secretary etc.) </td> </tr> </table>		Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)
Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)		
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number: Dunn And Bradstreet number:		

Information on Mandatory Declarations

Part Tender

1. Under Condition of Tendering F1, the Authority reserves the right to order some or part of your Tender. If your offer is subject to the Authority contracting for all the Contractor Deliverables, select 'Yes' and provide further details in your Tender.

Minimum Order Quantities

2. Where your offer is subject to minimum order quantities select 'Yes' and provide further details in your Tender.

IPR Restrictions

3. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively, or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding) .

4. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclose the Contractor Deliverable, including export restrictions. You must identify:

- a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
- b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
- c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
- d. any action you need to take, or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

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

Notification of Foreign Export Control Restrictions

7. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence.

The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

8. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:

- a. Whether all or part of any Contractor Deliverables are or will be subject to:
 - (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

9. You must use reasonable endeavours to obtain enough information from your potential supply chain to enable a full response to paragraph 8. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

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

11. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 8.

12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to decide whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

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

14. For this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.

15. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty's Revenue & Customs (HMRC) authorisations.

Sub-contracts Form 1686

16. [Form 1686](#) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework - Contractual Process](#).

Small and Medium Enterprises

17. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that every £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of MOD spending should be spent with SMEs by 2020; this applies to the money which the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an SME.

18. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the [Prompt Payment Code](#).

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

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



Transparency, Freedom of Information and Environmental Information Regulations

21. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 ([Government Transparency and Accountability](#)) and the information contained within DEFCON 539.

22. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

23. You should complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A or SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted regarding FOIA and EIR.

24. You should note that while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

25. Tenderers must note that use of the [Contracting, Purchasing and Finance \(CP&F\)](#) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant.

Change of Circumstances

26. If you have not previously submitted a Statement Relating to Good Standing or circumstances have changed, please select 'Yes' and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

27. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' and provide further details in your Tender.

Military Aviation Authority (MAA) Requirements

28. There are no MAA Requirements.

Bank or Parent Company Guarantee

29. A Parent Company or Bank Guarantee may be required. If your tender is identified as the most favorable / compliant tender, but MOD assesses that a Parent Company or Bank Guarantee is required, then one will be requested (in the form of DEFFORM 24 / 24A as appropriate). No contract will be awarded until a suitable Parent Company or Bank Guarantee, as appropriate, is in place.

The Armed Forces Covenant

30. 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.

31. The Covenant is based on two principles:

- a. the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- b. special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

32. [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.

33. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: [REDACTED]

Address: [REDACTED]

34. Paragraphs 30 - 33 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.

Deliberately left Blank

Appendix 2 to DEFFORM 47 Annex A (Offer)
DEFFORM 28 Tender Return Label

Not to be used for General
Correspondence with the
Ministry

Affix
Stamp
Here



Tender No: TSSP/114
Due 10 am on 28/11/19

DEFFORM 28ABW
Edn 6/17
