



Ministry
of Defence

REDACTED

Email: REDACTED
Number: REDACTED

FAO:

Your Reference: Project BESTLA

Our Reference: 701546383

Date: 07 Jun 22

Dear Sir/Madam,

1. Invitation To: Tender Reference Number: 701546383 - Remote observation, Surveillance and RF emission collection systems for LWC
2. You are invited to tender for Project BESTLA in competition in accordance with the attached documentation.
3. The requirement is for Remote observation, Surveillance and RF emission collection systems for LWC
4. The anticipated date for the contract award decision is 30 Sept 22, please note that this is an indicative date and may change.
5. You must submit your Tender to the Defence Sourcing Portal by 12th Jul 2022 12:00:00 (BST).
6. All Clarification questions must be submitted by 12:00hrs BST on 24th Jun 22 and all responses will be received by 17:00 BST on 29th Jun 22
7. There are several documents to support this DEFFORM 47 outlined in the contents.

Yours faithfully

REDACTED

Terms and Conditions

DEFFORM 47

Contents

This Invitation to Tender sets out the requirements that Tenderers must meet to submit a valid Tender. It also contains the draft Contract, further related documents and forms and sets out the Authority's position with respect to the competition.

This invitation consists of the following documentation:

- **DEFFORM 47 – Invitation To Tender.** The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
 - Section A – Introduction Page 4
 - Section B – Key Tendering Activities Page 11
 - Section C – Instructions on Preparing Tenders Page 12
 - Section D – Tender Evaluation Page 13
 - Section E – Instructions on Submitting Tenders Page 20
 - Section F – Conditions of Tendering Page 22
- **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 711
- **Annex B to DEFFORM 47 – Technical Requirement of Response (ROR)**
- **Annex C to DEFFORM 47 – Moderate Cyber Security Assessment**
- **Contract Conditions – SC2 for Ct # 701546383**
 - Annex A to DEFFORM 658 – Letter to Contractor's
- **SC2 Schedules**
 - **Schedule 1 – Definitions**
 - **Schedule 2 – Contract Deliverables**
 - REDACTED
 - **Schedule 3 – Contract Data Sheet**
 - Annex A to Schedule 3 – DEFFORM 111
 - **Schedule 4 – Contract Change Control Procedure**
 - **Schedule 5 – Contractors Commercially Sensitive Information**
 - **Schedule 6 – Hazardous Deliverables**
 - **Schedule 7 - Timber & Wood Derived Products**
 - **Schedule 8 – Acceptance Procedure**

- **Schedule 9 – Task Order Form**
- **Schedule 10 – Task Order Cancellation Form**

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Section A - Introduction

DEFFORM 47 Definitions

In this ITT the following words and expressions shall have the meanings given to them below:

A1. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.

A2. "Compliance Regime" is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.

A3. "Conditions of Tendering" means the conditions set out in this DEFFORM 47 that govern the competition.

A4. A "Consortium Arrangement" means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.

A5. "Contract" means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.

A6. "Contract Terms & Conditions" means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.

A7. "Contractor Deliverables" means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.

A8. "Cyber Security Model" means the model defined in DEFCON 658.

A9. "Defence Sourcing Portal" means the electronic platform in which Tenders are submitted to the Authority.

A10. "Government Furnished Information" means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.

A11. "ITT Documentation" means this ITT and 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

A12. "ITT Material" means any other material (including patterns and samples), equipment

or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.

A13. “Schedule of Requirements” (Section 1 in Terms and Conditions, Schedule 2 in Standardised Contracting Template 1B (SC1B) or Schedule 2 in Standardised Contracting Template 2 (SC2)) 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.

A14. The “Statement of Requirement” means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A15. A ‘Sub-Contractor’ means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

A16. A “Sub-Contracting Arrangement” means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

A17. A “Tender” is the offer that you are making to the Authority.

A18. “Tenderer” means the economic operator submitting a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.

A19. A “Third Party” is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

Purpose

A20. The purpose of this ITT is to invite you to submit a Tender, in accordance with the instructions set out in this ITT, to propose a solution and best price to meet the Authority’s requirement. This documentation explains and sets out the:

- a. timetable for the next stages of the procurement;
- b. instructions, conditions and processes that governs this competition;
- c. information you must include in your Tender and the required format;
- d. administrative arrangements for the receipt and evaluation of Tenders;
- e. criteria and methodology for the evaluation of Tenders; and
- f. Contract Terms & Conditions

A21. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A22. This Requirement was Advertised (Publication: FIND A TENDER; Publication Date:

10 Feb 22) under the following reference 701546383.

A23. This procurement is in accordance with Defence and Security Public Contracts Regulations 2011.

A24. This ITT has either been issued to all potential Tenderers that expressed an interest or has been issued to all potential Tenders chosen during the Tender selection stage listed on page 2 of this DEFFORM 47.

A25. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the DSP.

A26. This requirement has financial approval.

ITT Documentation and ITT Material

A27. 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 A27.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 ITT Material (or use beyond the original purpose), 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 named Commercial Officer if you decide not to submit a Tender;
- g. immediately confirm destruction of (or in the case of software, that it is beyond use) 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'.

A28. 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 A27 above.

Tender Expenses

A29. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

Consortia and Sub-Contracting Arrangements

A30. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

Material Change of Control

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

- a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;
- b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or
- c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and
- d. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:

- i. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;
- ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;
- iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and
- iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

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

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

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

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

Contract Terms & Conditions

A35. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the [Knowledge in Defence \(KiD\) website](#).

A36. The Contract Terms & Conditions are attached at Contract Conditions – SC2 for Ct # 701546383

Other Information

A37. The Armed Forces Covenant

a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.

b. The Covenant is based on two principles:

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

ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

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

c. [The Armed Forces Covenant](#) provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.

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

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management
Ministry of Defence
Holderness House
51-61 Clifton Street
London
EC2A 4EY

e. Paragraph A37 a to d above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation, Contract award procedure or any resulting Contract. However, the Authority very much hopes you will want to provide your support.

Section B - Key Tendering Activities

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

Stage	Date and Time	Initiated By	Submit to:
Issue ITT	7 th Jun 22	The Authority	All Tenderers
Invitation to Tenderers' Conference	21 st Jun 22	The Authority	All Tenderers
Date for Confirmation of attendance at Tenderers' Conference	12:00hrs BST on 14 th Jun 22	Tenderers	REDACTED through Defence Sourcing Portal
Final date for Clarification Questions / Requests for additional information/ Requests for Extension to return date	12:00hrs BST on 24 th Jun 22	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	17:00 BST on 29 th Jun 22	The Authority	All Tenderers
Tender Return	12:00hrs (BST) on 12 th Jul 22	Tenderers	Defence Sourcing Portal
Tender Evaluation	13 th Jul 22 to 27 th Jul 22	The Authority	N/A
Negotiations	N/A	The Authority	N/A
Reverse Auction (See Annex B for more information on the conduct of the Reverse Auction)	N/A	The Authority	N/A
Trials / Testing	N/A	The Authority	N/A

Notes

Tenderers Conference

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

Clarification Questions

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

Tender Return

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

Negotiations

B4. Negotiations do not apply to this tender process.

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

C1. The Authority reserves the right to reject all or part of 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 12. Prices must be in GBP ex VAT. Prices must be Firm Price

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

Validity

C4. Your Tender must be valid and open for acceptance for ninety (90) days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

Section D - Tender Evaluation

Tender Evaluation

D1. This section details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

D2. The Tender Evaluation will be on the basis of:

- a. The Value for Money Index

The Commercial and Technical Evaluation Teams will meet to discuss the results of the evaluations and to discuss prices. Received tenders will be evaluated using the 'Value for Money Index'. This approach divides the total score of the non-cost (quality) criteria by the tender cost. It ranks tenders on the quality (represented by the non-cost score) for each £ (or £k or £m) of costs.

Using a VFM ratio (Non-Cost score / Price (£NPV)) gives the following results:

Tender	Non- Cost Score	Cost (£NPV)	VFM Index	Rank
A	62	20	3.10	3
B	85	24	3.54	1
C	100	29	3.44	2

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

D4. Mandatory Criteria:

Returns completed in <i>DEFFORM 47 Annex A (Offer)</i>		PASS/FAIL
Response to the Technical Compliance Questions in <i>Annex B to DEFFORM47 – Technical Requirement of Response</i>		PASS/FAIL
Technical Proposal in response to the Technical Evaluation Questions in <i>Annex B to DEFFORM47 – Technical Requirement of Response</i>		Each question scored out of 10, in accordance with the scoring methodology detailed within the <i>Annex B to DEFFORM47 – Technical Requirement of Response</i> and at section D.9.2a of this document.
SC2 Terms & conditions		By submitting a Tender against this requirement, you thereby confirm acceptance of the Authority's SC2 T&C's as per the document SC2 for Ct # 701546383
<i>Annex B to Schedule 2 Statement of Requirement – Tender Pricing</i>		PASS/FAIL

Failure to Return a completed <i>Annex B to Schedule 2 Statement of Requirement – Tender Pricing</i> will result in the tender being found non-compliant – FAIL		
<i>Cyber Security Supplier Assurance Questionnaire completed and uploaded to the DSP in accordance with the instructions at D7.b</i>		PASS/FAIL
Failure to meet the mandatory criteria will result in your Tender being non-compliant.		

D5. TENDER EVALUATION

D5.1 Each bid should consist of a technical and commercial submission will be subject to separate technical and commercial evaluations. These evaluations shall be performed simultaneously but independently from each other. The bids will be checked initially for completeness and compliance with the requirements of this ITT documentation. It is a fundamental requirement that each Tenderer provides a fully compliant bid as a standard bid. Any bids that are not fully compliant may be ruled out of the competition. **It is essential that the Technical submission must not contain any pricing information.**

D.6 COMMERCIAL SUBMISSION

D6.1: Tenderers are to submit a Commercial submission consisting of:

- a. A completed and signed *DEFFORM 47 Annex A (OFFER)* (Pass/Fail). **This MUST be signed by a Company Director.**
- b. A completed Appendix 2 to *DEFFORM 47 Annex A (OFFER)* - DEFFORM 711 to be completed and returned with the tender documentation (not scored)
- c. FIRM (non-variable) prices for all serials listed on the pricing document at *Annex B to Schedule 2 Statement of Requirement*. The Contract Year totals are to be added together (as per the table in *Annex B to Schedule 2 Statement of Requirement – Tender Pricing* and the total contract value inserted into the *DEFFORM 47 (Offer)*. That total price will be the price used to evaluate the requirement, scored in accordance with the methodology at paragraph D2.
- d. Details of any assumptions or exclusions relating to the quoted FIRM Prices made during compilation of their tender. The Authority may raise clarifications regarding the assumptions or exclusions and following the evaluation of the tenderer's responses. If the Authority finds the Tenderer's assumptions and/or exclusions and/or explanations unacceptable then the tender will be found non-compliant (Pass/Fail).
- e. A signed Annex A to DEFCON 658 -Letter to Contractor's to be completed and returned with the tender documentation. (Not scored).
- f. A signed Tenderer's Commercially Sensitive Information Form provided at Schedule 5 to SC2 (*701546383 SC2 Schedules*) to be completed and returned with the tender documentation. (Not scored).
- g. Completed Hazardous Deliverables Form at Schedule 6 to SC2 (*701546383*

SC2 Schedules) to be completed and returned with the tender documentation. (Not scored).

- h. Completed Timber & Wood Derived Products Form at Schedule 7 to SC2 (701546383 SC2 Schedules) to be completed and returned with the tender documentation. (Not scored).

Failure to provide any of the required documentation will result in the tender being deemed non-compliant (Pass/Fail).

D.7 TECHNICAL SUBMISSION

(No Pricing Information is to be submitted within the Technical Submission)

Tenderers are to submit a Technical Submission:

- a. A full response to the Technical Compliance Questions on the Defence Sourcing Portal (DSP) as detailed in section 2.1 of *Annex B to DEFFORM 47 Technical Requirement of Response* (PASS/FAIL)
- b. A full proposal in response to the Technical Evaluation Questions on the Defence Sourcing Portal (DSP) as detailed in section 2.2 of the *Annex B to DEFFORM 47 Technical Requirement of Response* (scored in accordance with D.9 of this document *DEFFORM 47*).
- b. The Cyber Risk Profile for this requirement is Moderate (as set out by the Defence Cyber Protection Partnership (DCPP)).

Any Tenderer wishing to tender for the requirement will have to demonstrate their current level of compliance against the relevant controls set out in DEFSTAN 05-138.

By following the process outlined below:

Tenderers must complete a DCPP Supplier Assurance Questionnaire (SAQ) in relation to the risk assessment (reference RAR- 777395872.). The DCPP SAQ can be found on this [Microsoft Form](#) or the PDF and associated process at Annex C to DEFFORM 47 – Moderate Cyber Security Assessment

The DCPP shall then inform the Tenderer (within 2 working days) of the SAQ Reference, result and, if applicable, Cyber Implementation Plan requirements (this is to be completed by the Tenderer if their SAQ result is 'Not Met').

The Tenderer shall then submit the DCPP SAQ, DCPP result email, and their completed CIP (if required) as part of their tender submission on the DSP at section 2.3 Cyber Security.

Should the Tenderer fail to follow this process their Tender shall be considered a 'Fail' and so excluded from the competition. (Pass/Fail)

- c. Assumptions – Tenderers are **not** permitted to submit assumptions relating to their Technical Proposal. Any assumptions or dependencies may result in a tender being deemed Non-Compliant (It is the Tenderers responsibility to ensure they fully understand the requirement).

D8. COMMERCIAL EVALUATION

D8.1 Two Commercial Officers will evaluate the commercial submission independently of each other and then jointly. In the event of disagreement, the Chief Commercial Evaluator will decide the joint score.

D8.2 The Commercial Evaluation will be undertaken by representatives from the appointed MOD Commercial Branch who are responsible for checking compliancy against the Terms and Conditions of Contract. **Tenderer's are to note that non-agreement of the Terms and Conditions may result in them being ruled out of the competition.** There are no scores associated with this element.

D8.3 The exception to this would be if what the Authority considers an unrealistically priced bid is received which would attract further investigation and, if not resolved, possible rejection.

D8.4 Evaluation of the submission will include:

- a. A completed and signed *DEFFORM 47 Annex A (OFFER)* (Pass/Fail). **This MUST be signed by a Company Director.**
- b. A completed Appendix 2 to *DEFFORM 47 Annex A (OFFER)* - *DEFFORM 711* to be completed and returned with the tender documentation (Not scored)
- c. FIRM (non-variable) prices for all serials listed on the pricing document at *Annex B to Schedule 2 Statement of Requirement*. The Contract Year totals are to be added together (as per the table in *Annex C to Schedule 2 Statement of Requirement – Tender Pricing*) and the total contract value inserted into the *DEFFORM 47 (Offer)*. That total price will be the price used to evaluate the requirement, scored in accordance with the methodology at paragraph D8.
- d. Details of any assumptions or exclusions relating to the quoted FIRM Prices made during compilation of their tender. The Authority may raise clarifications regarding the assumptions or exclusions and following the evaluation of the tenderer's responses. If the Authority finds the Tenderer's assumptions and/or exclusions and/or explanations unacceptable then the tender will be found non-compliant (Pass/Fail).
- e. A signed Annex A to DEFCON 658 - Letter to Contractor's to be completed and returned with the tender documentation. (Not scored).
- f. A signed Tenderer's Commercially Sensitive Information Form provided at Schedule 5 to SC2 (*701546383 SC2 Schedules*) to be completed and returned with the tender documentation. (Not scored).
- g. Completed Hazardous Deliverables Form at Schedule 6 to SC2 (*701546383 SC2 Schedules*) to be completed and returned with the tender documentation. (Not scored).
- h. Completed Timber & Wood Derived Products Form at Schedule 7 to SC2 (*701546383 SC2 Schedules*) to be completed and returned with the tender documentation. (Not scored).

Failure to provide any of the required documentation will result in the tender being deemed non-compliant (Pass/Fail).

D9. TECHNICAL EVALUATION (Technical)

D9.1 The Technical evaluation shall account for the Technical elements of the tender.

D9.2 The Technical Evaluation panel will consist of at least three (3) subject matter experts and an independent moderator to act as Chairperson. The technical evaluation panel will score each tender independently. During the independent evaluation process, each evaluator will separately (i.e. without conferring with other evaluators) scrutinize the quality of answers given by Tenderers in their Tender. Each evaluator will then allocate a mark for the answer in accordance with the Marking Scheme applicable to that question. The Chairperson will review the marks allocated by the individual evaluators before facilitating a group consensus marking meeting. Where their individual scores differ from each other, the Evaluation panel will agree a moderated mark. This discussion will be facilitated by the Chairperson who will not have scored the tenders and will be independent in the process. That resultant mark will be that which is used to determine the final technical score.

Evaluation of the submissions will be as follows:

Evaluation of the Tenderers submission to the Technical Evaluation Questions at section 2.2 of *Annex B to DEFFORM 47 – Technical Requirements of Response*. The definitions of the possible scores are as follows:

Scoring Methodology	
Mark	Scoring Guide
0	<p>The Potential Provider has provided a response that;</p> <ul style="list-style-type: none">• Is <u>incomplete</u>; or• Contains <u>insufficient detail</u> such that the solution is totally un-assessable.• Based on the preceding criteria, leaves the Authority with <u>considerable reservations</u> as to the tenderer's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Would represent a <u>very high-risk solution</u> for the contracting authority.
3	<p>The Potential Provider has provided a response that:</p> <ul style="list-style-type: none">• Is <u>mostly incomplete</u>; or• <u>Fails in several significant areas</u> to set out a solution that addresses and meets the requirements; or• Contains <u>little or no detail</u> (and, where evidence is required or necessary, little or no evidence) to support the solution; and• Based on the preceding criteria, <u>several weaknesses</u> identified and leaves the Authority with <u>numerous reservations</u> as to the tenderer's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Would represent a <u>high-risk solution</u> for the contracting authority.
5	<p>The Potential Provider has provided a response that meets each of the following:</p> <ul style="list-style-type: none">• Sets out a solution that <u>partially addresses</u> and meets the requirement;• Contains <u>some detail</u> (or, where evidence is required or necessary, some

	<p>relevant evidence) to support the solution;</p> <ul style="list-style-type: none"> Based on the preceding criteria, <u>some weaknesses</u> identified leaving the Authority with <u>some reservations</u> as to the tenderer's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Would represent a <u>medium acceptable risk solution</u> for the contracting authority
7	<p>The Potential Provider has provided a response that meets each of the following:</p> <ul style="list-style-type: none"> Sets out a solution that <u>largely addresses</u> and meets the requirement; Contains <u>substantial details</u> (or, where evidence is required or necessary, substantial relevant evidence) to support the solution; Based on the preceding criteria, <u>minor weaknesses</u> identified leaving the Authority with <u>high confidence</u> as to the tenderer's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Would represent a <u>low-risk solution</u> for the contracting authority
10	<p>The Potential Provider has provided a response that each of the following:</p> <ul style="list-style-type: none"> Sets out a solution that <u>fully addresses</u> and meets the requirement; Contains <u>full details</u> (or, where evidence is required or necessary, comprehensive relevant evidence) to support the solution; Based on the preceding criteria, <u>no weaknesses</u> identified leaving the Authority with <u>full confidence</u> as to the tenderer's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Would represent a <u>very low risk solution</u> for the contracting authority

a. Assumptions – Tenderers are **not** permitted to submit assumptions relating to their Technical Proposal. Any assumptions or dependencies will result in a tender being deemed Non-Compliant (FAIL).

D9.3. The technical evaluators will score the tender independently of each other using the Technical Criteria as detailed at D9.2 above and in *Annex B to DEFFORM 47 – Technical Requirements of Response*.

D9.4. Following completion of the individual independent evaluations, the Technical Team will meet to collate their individual scores to identify a final score for each response. Where the evaluators' scores differ, the Technical Teams will discuss their individual evaluation findings/score to agree a moderated score. Should a consensus moderated score not be agreed then the Chairman's decision will be final.

D9.5 Please note: For Evaluation purposes the Tenderer is expected to provide a response to each serial under the Technical Envelope on the DSP. Evaluators will not use information provided anywhere else when evaluating against each serial, this includes cross-referencing responses to other serials and/or information provided over and above the stipulated word/page count.

D9.6. There may be occasions where, despite scoring high marks in the Technical Evaluation generally, failure to meet the minimum Technical score in accordance with the Technical criteria indicated above at D9.3, *Annex B to DEFFORM 47 – Technical Requirements of Response* will render the bid non-compliant. Therefore, the Tenderer could

be ruled out of the competition on this basis.

D.10 COMBINED TECHNICAL AND COMMERCIAL EVALUATION

D10.1. The Commercial and Technical Evaluation Teams will meet to discuss the results of the evaluations and to discuss prices. The award for the requirement shall be made to the Tenderer who is assessed as being fully commercially and technically compliant and achieves the highest value for money index.

D10.2. The Authority may refuse to consider any Tender which is incomplete or qualified in any significant way.

D10.3. In the event of two or more Tenders being awarded exactly the same winning total, the Authority shall choose the Tender with the highest Technical score. In the event that the Technical scores are also exactly the same, the Authority reserves the right to request Best & Final Offers from the Tenderers concerned.

Section E - Instructions on Submitting Tenders

Submission of your Tender

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by 12:00hrs BST on 12 Jul 2022. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to 701546383.

E2. You must provide via the DSP one priced copy of your Tender and one unpriced copy. Both copies should be clearly labelled and easily identifiable. You must ensure that there are no prices present in your unpriced copy. The Authority has the right to request, at its discretion, that any pricing information found in the unpriced copy is redacted in accordance with paragraph E3.

E3. The Authority may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the Authority or provide clarification after the Tender return date. For example, this may include, but is not limited to, redacting pricing information in the unpriced copy of the tender, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the DSP on how they can correct such irregularities which must be completed by the deadline set. The Authority will cross reference the amended Tender with the original Tender submitted to the DSP before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the Authority, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the Authority, this will result in a non-compliant bid.

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact REDACTED if you have a requirement to submit documents above OFFICIAL SENSITIVE

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact REDACTED to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

E6. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to DSP with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications.

Lots

E7. This requirement has not been split into lots

Variant Bids

E8 The Authority will not accept variant bids

Samples

E9. Where samples are required for evaluation purposes you must be prepared to submit them without charge. You should clearly label samples with the following particulars:

- a. your name and address;

- b. the Tender Reference Number and due date for return of the Tender; and
- c. the Description and Item Number as shown in the Schedule of Requirements.

E10. You should send any samples to the named Commercial Officer before the Tender return date.

E11. The Authority may retain all samples for twelve (12) months from the Tender return date. After this period, the Authority will destroy the samples unless you specifically state you require their return. The Authority may keep samples associated with a successful Tender indefinitely.

E12. Samples that are consumed will not be returned.

Section F - Conditions of Tendering

F1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a Contract as a result of this competition or at a later stage. Neither does the issue of this ITT or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.

F2. The Authority reserves the right, but is not obliged to:

- a. vary the terms of this ITT in accordance with applicable law;
- b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
- c. visit your site;
- d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITT;
- e. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic PQQ or the tender process;
- f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34;
- g. withdraw this ITT at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
- h. 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;
- i. choose not to award any Contract as a result of the current tender process;
- j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F3. The Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C3.

Conforming to the Law

F4. You must comply with all applicable 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 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. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- a. devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
- b. enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- c. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
- d. canvass the Authority or any employees or agents of the Authority in relation to this procurement; or
- e. attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have advised the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential conflict of interest (COI) exists or arises at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual or potential COI. The proposal must be of a standard which, in the Authority's sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details listed in F9 a to g below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:

- a. the 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 and/or non-disclosure agreements (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no COI exist between the Tenderer and its advisers, and the Authority and its advisers. Any Tenderer who fails to comply with this requirement (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

Government Furnished Assets

F11. 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

F12. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award a Contract to the successful Tenderer before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158s are sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

Publicity Announcements

F13. If you wish to make an announcement regarding this procurement, you must seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the named Commercial Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.

F14. Under no circumstances should you confirm to any Third Party the Authority's Contract award decision before the Authority's announcement of the award of Contract.

Sensitive Information

F15. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.

F16. For these purposes, the Authority may share within Government any of the Tenderers documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT) 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

F18. 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.

F19. Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete the Annex in full and attach relevant information where required.

Specific Conditions of Tendering

F20. N/A