



Ministry  
of Defence

REDACTED  
REDACTED  
REDACTED  
REDACTED  
REDACTED  
Tel: REDACTED



Email: REDACTED

Attn: The Company Security Officer

Our Reference:  
CBRN/00243  
Issue 1  
Your Reference: N/A

Date:

31<sup>st</sup> October 2018

Dear Sir,

**ITT CBRN/00243 PATSY Below Neck System - Security Aspects Letter**

**Reference:**

A. DEFCON 659A.

1. On behalf of the Secretary of State for Defence, I hereby give you notice that any sketch, model, article, note or document, or information connected with or arising out of the above-mentioned Invitation to Tender is subject to the provisions of the Official Secrets Act 1911-1989.
2. Your attention is particularly drawn to the following equipment and their specific aspects which must be fully safeguarded:

Security Aspects	Classification
Existence of the Project	OFFICIAL
General Classification	OFFICIAL-SENSITIVE
User and System Requirements	OFFICIAL-SENSITIVE
Equipment Performance	OFFICIAL-SENSITIVE (Chemical Warfare (CW) testing)
Equipment Quantities	OFFICIAL-SENSITIVE
Operational Employment	OFFICIAL-SENSITIVE
Threat Data (Not provided)	SECRET UK EYES ONLY

Commercial Aspects	OFFICIAL-SENSITIVE - COMMERCIAL
Interface Control Document	OFFICIAL-SENSITIVE
Anthropometry report	OFFICIAL
DEFSTAN 05-134	OFFICIAL-SENSITIVE
RAFCAM Safe Undress/Decontamination Process	OFFICIAL-SENSITIVE
APED Safe Undress	OFFICIAL-SENSITIVE

3. Will you please confirm that:

- a) This definition of the classified aspects of the above Invitation to Tender has been brought to the attention of the person directly responsible for the security of this tender.
  - b) The definition is fully understood.
  - c) Measures can, and will, be taken to safeguard the protected aspects.
4. If you have any difficulty either in interpreting this definition of the protected aspects or in safeguarding them, will you please let me know immediately.
5. In the event of a contract being placed with you, these aspects would constitute 'Sensitive Matter' for the purpose of the Security Clause included in the contract and as OFFICIAL-SENSITIVE.
6. Any access to classified information on MoD premises that may be needed will be subject to MoD security regulations under the direction of the MoD Project Officer.

Yours faithfully,

**REDACTED**

DES CBRN-PM12

Copies via MoDNet email to:

DES CBRN-Comrcl7

DES CBRN-Comrcl5



# Ministry of Defence

REDACTED  
DESComrcl-7

Our Ref: CBRN/00243  
PATSY (BNS)

28 November 2018

REDACTED  
REDACTED  
REDACTED  
REDACTED  
REDACTED

Tel: REDACTED  
Email: REDACTED

Dear Sirs,

**Invitation to Tender (ITT)**

**Reference No. CBRN/00243 (PATSY Below Neck System (BNS))**

1. You are invited to tender for **Project PATSY Below Neck System (Aircrew CBR Undergarment, Socks and Gloves)** in competition in accordance with the attached documentation.
2. The requirement is for the supply of a Below Neck CBR Protective Clothing Ensemble for Aircrew comprising of an Undergarment, Socks and Gloves.
3. The Chemical Biological Radiological and Nuclear Protection Delivery Team (CBRN DT) is seeking Tenders for the supply of a Below Neck CBR Protective Clothing Ensemble for Aircrew.
4. One of the key drivers for the programme is to provide the required level of Below Neck CBR protection (Key User Requirement) whilst imposing the minimum physiological burden on the wearer.
5. The Authority is looking for a Supplier that can provide a full ensemble that is compliant with all requirements, therefore the requirements of this ITT have not been split into Lots. The selected contractor will be responsible for the supply of a Below Neck System (BNS) for approximately **REDACTED** aircrew personnel requiring **REDACTED** systems per person (approx. **REDACTED**), plus additional trials and training sets (**REDACTED**). The first **REDACTED** systems are to be delivered no later than CA + **REDACTED** with the balance no later than CA + **REDACTED** (earlier delivery following release to service is

desirable to the Authority but not essential). Additional buys may be required on an Ad Hoc basis, stipulated by the Authority when required. The BNS should be a Commercial Off the Shelf (COTS) solution. The Authority is looking for a Below Neck CBR System which will be an integrated CBR solution comprising of an undergarment, socks and gloves. For clarity, the system must cover personnel from the neck down and must integrate with the Authority's Above Neck System (ANS) - a development of the current APED In-Service solution which includes a neck skirt. The Interface Control Document (ICD) will be issued with this ITT containing details of the APED system, and other equipment and clothing the Aircrew may wear.

6. Prices submitted for the PATSY BNS must be firm (non-moveable, non-revisable) for the full five (5) year Contract. A Variation of Price (VOP) clause will apply to option years 6 – 8. Any problems with the pricing structure of this Tender must be reported to the Authority prior to the ITT submission date as stated at section B of this document.
7. To accommodate the testing assessment requirements, all Tenderers are required to submit samples as part of the initial Tender return. The Authority requires 6 x sets (Undergarment, Socks and Gloves), plus 1 complete size roll, plus 4 A4 sheet samples of all materials.
8. Initial funding for a five-year Contract (plus three option years) has been provisionally approved. The budget range is £2,000,000 - £5,500,000 (ex VAT) (inclusive of option years). Tenderers should note that contract award is dependent upon a final financial approval post winning tender decision.
9. The Tender assessment will be carried out in two stages to accommodate the Commercial Mandatory element (stage 1) and Technical and Commercial Price (Most Economical Advantageous Tender – MEAT) element (stage 2).
10. Full debrief letters (including the characteristics, relative advantages and the score obtained by the contractor to be awarded the Contract) will only be issued by the Authority to Tenderers after the decision has been made to award the contract.
11. The anticipated date for the contract award decision is Q4 2019, please note that this is an indicative date and may be subject to change.
12. You must submit your Tender to arrive no later than 10AM 31/01/2019. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.
13. Please confirm receipt of this tender to the Commercial Officer stated in the above address.

Yours faithfully

**REDACTED**

Commercial Officer

**DES Chemical, Biological, Radiological, & Nuclear Delivery Team**

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Correspondence with the  
Ministry

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THE TENDER BOARD  
Defence Equipment and Support Commercial  
**REDACTED**  
**REDACTED**  
**REDACTED**

**Tender No: CBRN/00243**  
**Due 31/01/19**  
**10:00AM**

DEFFORM 28ABW  
Edn 6/17

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THE TENDER BOARD  
Defence Equipment and Support Commercial  
**REDACTED**  
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THE TENDER BOARD  
Defence Equipment and Support Commercial  
**REDACTED**  
**REDACTED**  
**REDACTED**

**Tender No: CBRN/00243**  
**Due 31/01/19**  
**10:00AM**

DEFFORM 28ABW  
Edn 6/17

A.

**List of Suppliers Invited to Submit a Tender for ITT No. CBRN/00243**

<b>Supplier Name</b>	<b>Supplier Address and Phone No</b>	<b>Supplier Point of Contact</b>
PAUL BOYE TECHNOLOGIES	REDACTED REDACTED REDACTED REDACTED REDACTED	REDACTED
OUVRY SAS	REDACTED REDACTED REDACTED REDACTED REDACTED	REDACTED
Survitec Group	REDACTED REDACTED REDACTED REDACTED REDACTED	REDACTED
BLÜCHER GmbH	REDACTED REDACTED REDACTED REDACTED REDACTED	REDACTED

**Invitation To Tender (ITT)**

**for**

**PATSY Below Neck System (BNS), Aircrew CBR Undergarment, Socks  
and Gloves - CBRN/00243**

## Contents

This invitation consists of the following documentation:

- **DEFFORM 47 – Invitation to Tender.** The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
  - **Section A – Introduction** Page 4
    - DEFFORM 47 Definitions
    - Purpose TT Documentation and ITT Material Tender Expenses
    - Material Change of Control from Supplier Selection
    - Contract Conditions
    - Consultation with Credit Reference Agencies
    - Other Information
  - **Section B – Key Tendering Activities** Page 7
  - **Section C – Instructions on Preparing Tenders** Page 9
    - Tenders for Selected Contractor Deliverables
    - Construction of Tenders
    - Validity
    - Variant Bids
  - **Section D – Tender Evaluation** Page 10
  - **Section E – Instructions on Submitting Tenders** Page 27
    - Submission of your Tender
    - Samples
  - **Section F – Conditions of Tendering** Page 28
    - Conforming to the Law
    - Bid Rigging and Other Illegal Practices
    - Conflicts of Interest
    - Government Furnished Assets
    - Standstill Period
    - Publicity Announcement
    - Tenderer's Commercially Sensitive Information (DEFFORM 539a)
    - Reportable Requirements
    - Specific Conditions of Tendering
  - **DEFFORM 47 Annexes Attached separately**
    - DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
      - Appendix 1 to DEFFORM 47 Annex A
    - DEFFORM 47 Annex B – Commercial Compliance Matrix
    - DEFFORM 47 Annex C1– Technical Compliance Matrix
    - DEFFORM 47 Annex C2 – Technical Marking Scheme
    - DEFFORM 47 Annex D – Commercial Price Evaluation



- **Draft Contract for CBRN/00243 PATSY Below Neck System (BNS) – Attached separately**
  - Schedule 1 - Definitions of Contract
  - Schedule 2 - Schedule of Requirements
  - Schedule 3 - Contract Data Sheet
    - Annex A to Schedule 3 (DEFFORM 111 – Appendix to Contract - Addresses and Other Information)
  - Schedule 4 - Contract Change Control Procedure
  - Schedule 5 - Contractor's Commercially Sensitive Information
  - Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances
  - Schedule 7 - Timber and Wood- Derived Products
  - Schedule 8 - Acceptance Procedure
  - Schedule 9 - Contract Annexes
  - Annex A1 System Requirements Document (SRD)
    - Appendix 1 to SRD – Anthropometry Report
    - Appendix 2 to SRD – Interface Control Document
    - Appendix 3 to SRD – DEFSTAN 05-134
    - Appendix 4a & b RAFCAM Safe Undress/Decontamination Process
  - Annex A2 Statement of Work (SOW)
    - Appendix 1 to SOW – Authority's Contract Data Requirement List (CDRL)
  - Annex B Key Performance Indicators (KPI's)
  - Annex C Shipping Form Design (DEFFORM 129J)
    - Annex A to DEFFORM 129J – Shipping Form Attributes
  - Annex D1 Contract Data Requirement (CDR) (DEFFORM 315)
  - Annex D2 DEFFORM 177
  - Annex E1 Gainshare Framework
  - Annex E2 Gainshare Change Proposal Form (Parts A – C)
  - Annex F1 Tasking Approval Forms (Parts A – C)
  - Annex F2 Man Day Rates
  - Annex G Delivery Schedule
  - Annex H NOT USED
  - Annex I GFE List (if required)
  - Annex J Security Aspects Letter (SAL)

## Section A –Introduction

### Definitions

A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as “the Authority”), acting as part of the Crown.

A2. “Tenderer” means the economic operator or group of operators in the form of a consortium, including sub-contractors, who been invited to submit a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.

A3. “Invitation to Tender” (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.

A4. A “Tender” is the offer that you are making to the Authority.

A5. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) 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.

A6. “Schedule of Requirements” Schedule 2 means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A7. The “Statement of Requirement” to be entered details the technical requirements and acceptance criteria **Schedule 8 in Standardised Contracting (SC2)** of the Contractor Deliverables. The Statement of Requirement is attached to this DEFFORM 47. This may include the System Requirements Document (SRD).

A8. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.

A9. “Contract Conditions” means the attached conditions that will govern any resultant contract.

A10. A “Third Party” is any person who is not an employee of the Tenderer as defined at A2.

### Purpose

A11. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority’s requirement of the PATSY Below Neck System (CBRN/00243). This documentation explains and sets out the:

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

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

A13. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage, listed on page 2 of this DEFFORM 47.

A14. The requirement will be advertised by the Authority in the DCO / Contracts Finder with reference to the requirement for PATSY Below Neck System (BNS), Aircrew CBRN Undergarment, Socks and Gloves following the Restricted Procedure under the Defence & Security Public Contract Regulations 2011.

## **ITT Documentation and ITT Material**

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

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A15.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation, (or 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 return all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

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

## **Tender Expenses**

A17. NOT USED

## **Material Change of Control from Supplier Selection**

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

## **Contract Conditions**

A19. Standardised Contracting (SC2) Conditions are attached.

**Consultation with Credit Reference Agencies**

A20. NOT USED

**Other Information**

A21. The Tenderers' attention is drawn to the following other information:

A.22. The Authority has established that all aspects of the work under the PATSY BNS Contract are classified as OFFICIAL and the aspects defined below are specifically caveated as OFFICIAL-SENSITIVE for the purpose of DEFCON 660:

<b>Security Aspects</b>	<b>Classification</b>
Existence of the Project	OFFICIAL
General Classification	OFFICIAL-SENSITIVE
User and System Requirements	OFFICIAL-SENSITIVE
Equipment Performance	OFFICIAL-SENSITIVE (Chemical Warfare (CW) testing)
Equipment Quantities	OFFICIAL-SENSITIVE
Operational Employment	OFFICIAL-SENSITIVE
Threat Data (Not provided)	SECRET UK EYES ONLY
Commercial Aspects	OFFICIAL-SENSITIVE - COMMERCIAL
Interface Control Document	OFFICIAL-SENSITIVE
Anthropometry report	OFFICIAL
DEFSTAN 05-134	OFFICIAL-SENSITIVE
RAFCAM Safe Undress/Decontamination Process	OFFICIAL-SENSITIVE
APED Safe Undress	OFFICIAL-SENSITIVE

## Section B – Key Tendering Activities

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

Stage	Date and Time	Initiated By	Submit to:
Invitation to Tender (ITT)	31 <sup>st</sup> October 2018	The Authority	N/A
Invitation to Bidders Conference <sup>1</sup>	26 <sup>th</sup> November 2018	The Authority	All Tenderers
Date for Confirmation of attendance (a) at Bidders Conference and date of Bidders Conference (b)	(a) 30 <sup>th</sup> November 2018  (b) 12 <sup>th</sup> December 2018	The Authority	REDACTED
Final date for Clarification Questions / Requests for additional information <sup>2</sup>	10:00AM 21 <sup>st</sup> January 2019	Tenderers	REDACTED
Final Date for Requests for Extension to return date <sup>3</sup>	10:00AM 21 <sup>st</sup> January 2019	Tenderers	REDACTED
The Authority Issues Final Clarification Answers	25 <sup>th</sup> January 2019	The Authority	All Tenderers
Tender Return – Including submission of Samples for testing (See D2.49 for further info) <sup>4</sup>	10:00AM 31 <sup>st</sup> January 2019	Tenderers	The Tender Board, using DEFFORM 28
Tender Evaluation Commences	31 <sup>st</sup> January 2019	The Authority	N/A

### Notes

<sup>1</sup> A Bidders Conference is where the Authority presents the requirement to all Tenderers at the same time. A copy of the presentation will be issued to all Tenderers regardless of attendance. It gives you an opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those attending the Bidders Conference to the above named contact, by the date shown, so that access to the site can be arranged.

<sup>2</sup> The Tenderer must make requests for an extension in writing (email is sufficient) to the above-named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.

<sup>3</sup> 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.

<sup>4</sup> You must provide 1 paper and 2 CD-ROM unpriced copies and 1 paper and 2 CD-ROM priced copies of your Tender. (Full details at E1)

Stage	Date and Time	Initiated By	Submit to:
Reverse Auction	NOT USED	NOT USED	NOT USED
Trials / Testing	31 <sup>st</sup> January 2019	The Authority	N/A

## **Section C - Instructions on Preparing Tenders**

### **Tenders for Selected Contractor Deliverables**

C1. The requirement may be split if the Authority is unable to find a Tenderer compliant across all three elements of the CBR protective ensemble (Undergarment, Socks, Gloves). In signing this DEFFORM 47 Tenderers acknowledge the MODs right to accept only part of a Tender.

### **Construction of Tenders**

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Priced (non-moveable, non-revisable) for the full 5 year contract. Option years 6 – 8 prices should be fixed and against the Variation of Price (VOP) clause 47.3 of the Draft Contract Terms and Conditions and be Most Economically Advantageous having regard to price, delivery, etc.

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

### **Validity**

C4. In accordance with F3 your Tender must be valid / open for acceptance for 18 calendar months from the Tender return date. This is to accommodate the duration of the Tender assessment inclusive of Sample Testing. If successful, your Tender must be open for acceptance for a further ninety (90) calendar days from announcement of Preferred Bidder. A variation of Price (VOP) clause has been inserted into the Draft Contract to accommodate inflation and should be referred to when submitting price information for option years 6 - 8. If Tenderers have any problems with the pricing element of the tender return, this must be reported to the Authority before the ITT submission date stated at section B.

### **Variant Bids**

C5. The Authority cannot evaluate any Variant Bids during this Competition.

## Section D –Tender Evaluation

### D1. Tender Evaluation Process

- 1.1 This section details the process in which your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.
- 1.2 Tenderers must note that the tender evaluation criteria has been weighted in such a way that the solution must pass evaluation in all three areas of the protective ensemble (as listed below) to be fully compliant:
  - a. Undergarment
  - b. Socks
  - c. Gloves
- 1.3 In the event all bids fail in at least one area, the Authority reserves the right to split the requirement and offer the Contract to the highest scoring (Technical and Commercial combined) Undergarment and Socks Tenderer, and the highest scoring Gloves Tenderer, that integrates with the winning Undergarment and Socks solution. Further information can be found at section D (Step 3). A Supplier who can provide the full ensemble is preferred and should the above occur, the Authority is not prepared to split the requirement in any other areas other than those listed in this point. The optimum scenario envisaged by the Authority is one single Contract agreed for the provision of the full protective ensemble; Undergarment, Socks, Gloves.
- 1.4 This Tender will be evaluated using the MEAT (Most Economically Advantageous Tender) method split as follows:
- 1.5 Tenders will be evaluated in two stages:

Stage 1: Commercial Mandatory evaluation (Pass/Fail)  
Stage 2: MEAT evaluation - Technical (61%) and Commercial Price (39%)
- 1.6 The Tenders that are compliant (pass) at Stage 1 will be assessed at Stage 2 and will have their Technical Points score (up to 61%) and Commercial Price Points score (up to 39%) added together to form a Combined Overall Evaluation Score out of 100%.
- 1.7 The Technical SRD mark will be comprised from a mixture of verification methods, including a paper based evaluation and sample testing, as detailed in the SRD.
- 1.8 Tenderers will be scored to 2 decimal points.
- 1.9 For the Tenderer's Technical Response to comply, a minimum mark of 50% for the SRD and 50% of each item (Work Category) of the SOW been set.
- 1.10 The Tenderer with the highest compliant, Combined Overall Evaluation Score once all steps are completed, will be the preferred bidder.



- 1.11 If two or more Tenderers score the same Combined Overall Evaluation Score from the MEAT calculation, then the Tenderer with the lowest total Tender Price will be selected as the preferred bidder.
- 1.12 Tenderers should note that only the information provided within their Tender return will be assessed as part of the evaluation.
- 1.13 Tenders will be evaluated in the order of the steps below; the full process is detailed at section D2. If a Tender does not meet the mandatory pass criteria stated at that step; evaluation of that Tender shall cease. Non-compliant Tenders shall be excluded from the remainder of the selection process unless all Tenders are non-compliant in one area at step 3, in which case the statement at D1.3 of this document will be followed.

Step	Description	Process	Owner	Scoring Criteria
<b>STAGE ONE</b>				
Step 1a	Initial Tender Return	Confirm that the Tenderer has submitted and labelled all required paper and CD Tender copies, including samples and an original signed copy of the DEFFROM 47 Annex A (Offer).	Tender Board	PASS/FAIL
Step 1b	Tender Declarations	Confirm that the Tenderer has completed all sections of the Tender Return, in full as defined in the DEFFORM 47.	Commercial Team	N/A
Step 2	Commercial Compliance Assessment	<p><b>Parts 1, 2, 3 &amp; 4</b></p> <p>Part 1 - Confirm that the Tenderer confirms its unqualified acceptance of the Contractual Terms and Conditions as detailed at the Commercial Compliance Matrix (Annex B to this DEFFORM 47) which are <b>non-negotiable</b> by either party to the contract.</p> <p>Part 2 – Confirm that the Tenderer confirms acceptance of the Special Conditions, Special Processes, DEFCONS (and associated DefStans) and associated annexes, as detailed at the Commercial Compliance Matrix (Annex B to this DEFFORM 47).</p> <p>Part 3 - Confirm that the Tenderers Price submission remains within the approved funding.</p>	Commercial Team	PASS/FAIL
<b>STAGE TWO</b>				
Step 3	Technical Assessment	<p><b>Parts 1 &amp; 2</b></p> <p>Part 1 - Assessment of Tenderers response to Compliance with the System Requirements Document (SRD) as detailed at D2.30.</p>	Project Team	<p><b>WEIGHTING</b> 61%</p> <p><b>Part 1 &amp; 2–</b> 80%</p>

		<p>Part 2 - Sample Testing – Assessment of Tenderers Compliance with Chemical Warfare testing and Integration capability tests iaw DefStan 05-134 as detailed at D2.34.</p> <p>Part 3 - Assessment of Tenderers response to Compliance with the Statement of Work (SOW) as detailed at D2.66.</p> <p>Tenderers must pass all parts of the Technical Assessment to be fully compliant.</p>		<p><b>Part 3 – 20%</b></p> <p><b>(Minimum Pass Mark 50% (SRD/SOW))</b></p>
Step 4	Commercial Price Evaluation	Using DEFFORM 47 Annex D, all compliant Tenders (as detailed in DEFFORM 47 Annex B) will be included in the MEAT (Most Economically Advantageous Tender) calculation detailed at D2.78.	<b>Commercial Team</b>	<b>WEIGHTING 39%</b>
Step 5	Joint Evaluation	<p>Tenders will be jointly evaluated as detailed at D2.90.</p> <p>Full debrief letters will only be issued by the Authority once the decision has been made by the Authority to award the Contract.</p>	<b>Commercial Team &amp; Project Team</b>	<b>N/A</b>
Step 6	Winning Tender	The Tenderer with the Highest <u>Combined Overall Evaluation Score</u> following a second joint evaluation will be the Winning Tenderer as detailed at D2.92.	<b>Commercial Team &amp; Project Team</b>	<b>Highest Overall Points Score</b>

## D2. Detailed information of steps

### STAGE ONE (steps 1 – 2)

#### 2.1 Step 1a – Initial Tender Return

- 2.2 The following elements must be conformed to on Tender return. Non-conformance will result in your Tender being rejected due to non-compliance at this step.
- 2.3 Tenders (and samples) must be returned no later than 10:00AM on Thursday 31<sup>st</sup> January 2019.
- 2.4 Tenderers must submit their Tender using the DEFFORM 28ABW attached to the cover letter of this ITT to the Tender Board:

*THE TENDER BOARD*

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

- 2.5 Tenders must be submitted Using Ariel font Size 11 and in English.
- 2.6 Tenderers must submit all paper and CD copies (1 paper and 2 CD-ROM unpriced copies and 1 paper and 2 CD-ROM priced copies of your Tender) in a sealed envelope or box.
- 2.7 Tenderers must attach the Tender Return Label (DEFFORM 28) to the outer packaging of all parts of their Tender submission.
- 2.7.1 Additionally, samples must be labelled as follows and inclusive of the DEFFORM28:
- 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;
- 2.8 Tenderers must include the original signed (wet copy) DEFFORM 47 Annex A (Offer) with one paper copy of your Priced Tender.

## 2.9 Step 1b –Tender Declarations

- 2.10 The Following statements are a declaration that Tenderers have included all information under sections B, C, D, E and F of the DEFFORM 47 within the initial Tender return as a minimum. This step is subject to clarification by the Authority if required.
- 2.11 Quantitative assessment of the relative merits of any deviation from the below will take place at Stage 2 - Step 2.
- 2.12 Please see table below:

Declarations	Included (Yes/No)
A statement confirming Prices are firm (non-moveable, non-revisable) (and in line with the Draft Contract VOP clause where required) and have been submitted in £GBP ex VAT	Yes/No
A statement confirming the Tender is to be valid/open for acceptance for 18 calendar months from the Tender return date plus a further 90 days if selected as the preferred bidder.	Yes/No
A Statement confirming completion of the DEFFORM 47 Annex A (Offer) including attachment of all additional information* (where 'Yes'* is stated).	Yes/No
A statement Authorising samples to be either destroyed or collected (if not consumed during Tender evaluation).	Yes/No
A statement confirming acceptance to the Authority to award a Contract for some of the Contractor Deliverables if no Tenderer is found to be fully compliant across all three elements of the requirement (Undergarment, Socks and Gloves).	Yes/No
A statement confirming compliance with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.	Yes/No

A statement confirming there is no existing or potential Conflicts of Interest (COI) that have arisen as a result of this Tender; And confirmation that the Authority will be notified if any COI occur prior to contract award decision.	Yes/No
<p>If 'Yes' is stated against the above question, please ensure where there is an existing COI the Tender includes as a minimum of the following:</p> <ul style="list-style-type: none"> <li>a. manner of operation and management;</li> <li>b. roles and responsibilities;</li> <li>c. standards for integrity and fair dealing;</li> <li>d. levels of access to and protection of competitor's sensitive information and Government Furnished Information;</li> <li>e. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);</li> <li>f. the Authority's rights of audit; and</li> <li>g. physical and managerial separation.</li> <li>h. Should your Tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.</li> </ul>	Yes/No/N/A
A Statement confirming completion of Schedule 5 - DEFFORM 539A (Tenderers Commercially Sensitive Information).	Yes/No
A Statement confirming completion of DEFFORM 47 Annex B (Commercial Compliance Matrix) <b>Table 1.</b>	Yes/No
A Statement confirming completion of DEFFORM 47 Annex B (Commercial Compliance Matrix) <b>Table 2.</b>	Yes/No
<p>A statement confirming all other elements of the Tender submission align to the declarations made in accordance with DEFFORM 47 Annex B (Commercial Compliance Matrix) and do not conflict in any way.</p> <p>To note: Where full compliance is not stated within DEFFORM 47 Annex B – A statement confirming use of the 'Explanatory Notes' column and clear reference to where this is explained in further detail must be included.</p> <p><b>The Authority reserves the right to reject any Tender that does not state its unqualified acceptance of the Draft Contractual Terms and Conditions and associated annexes.</b></p>	Yes/No
A statement confirming completion of DEFFORM 47 Annex C1 <b>Table 1</b> (Technical Compliance Matrix - SRD)	Yes/No
A statement confirming submission of a completed DEFFORM 47 Annex C1 <b>Table 2</b> (Technical Compliance Matrix - SOW)	Yes/No
A statement confirming DEFFORM 47 Annex C2 has been read and understood. (Technical Marking Scheme)	Yes/No
A Statement confirming completion of DEFFORM 47 Annex D (Price Evaluation).	Yes/No

A statement confirming the Price submission is within the approved funding limit.	Yes/No
A statement confirming a Delivery Schedule has been included as part of the Tender Return.	Yes/No
A Statement confirming information on Customs Compliance as identified at Appendix 1 paragraphs 13-15 is included.	Yes/No
A Statement confirming completion of information on Export compliance as identified at Appendix 1 paragraph 7 is included.	Yes/No
A statement confirming use of the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.	Yes/No
A statement confirming compliance with Military Aviation Authority (MAA) Regulatory Articles has been included in the Tender submission.	Yes/No

2.13 Clarifications in accordance with the above requirements must be submitted to the Authority no later than 10:00AM 21<sup>st</sup> January 2019 as stated at section B of this document.

2.14 **Step 2 - Commercial Compliance Assessment (Pass/Fail)**

2.15 Commercial Compliance will be evaluated on a Pass/Fail basis as stated below and is subject to clarification by the Authority if required. The Authority reserves the right to reject Tenders that are not fully compliant. (i.e. are evaluated as 'Fail') in any/or all the below areas:

<b>Mandatory Requirements</b>	<b>Evaluation</b>
A fully compliant Tender with all requirements completed under Sections B, C, D, E and F of the DEFFORM 47.	Pass / Fail
Fully completed DEFFORM 47 Annex A (Offer) (See section F, paragraph 17)	Pass / Fail
Full compliance with the Authority's Terms and Conditions – completed Commercial Compliance Matrix (DEFFORM 47 ANNEX B) <b>Table 1</b> (Draft Contract Terms & Conditions are <b>non-negotiable</b> by either party to the contract).  Full compliance with the Authority's DEFCONs, Special Conditions, Special Processes and associated DefStans) and Annexes to the Draft Contract. <b>The Authority reserves the right to reject any Tender that does not state its unqualified acceptance of the Draft Contractual Terms and Conditions and associated annexes.</b>	Pass / Fail
A fully Completed DEFFORM 47 ANNEX C1 (Technical Compliance Matrix) <b>Table 1</b> (System Requirements) and <b>Table 2</b> (Statement of Work). - Tenderers must indicate within the 'Location of Evidence' column where in their Tender they have answered each question and provide evidence (where required) or explanations within the 'Explanatory Notes' column, of why they have failed to answer or failed to comply with the question.	Pass / Fail

A fully Completed DEFFORM 47 Annex D (Price Evaluation)	Pass / Fail
Information on Customs Compliance as identified at Appendix 1 paragraphs 13-15	Pass / Fail
Information on Export compliance as identified at Appendix 1 paragraph 7	Pass / Fail
A statement confirming acceptance to the Authority to award a Contract for some of the Contractor Deliverables if no Tenderer is fully compliant across all three elements of the requirement (Undergarment, Socks and Gloves)	Pass / Fail
If, GFA is required, information detailing what GFA is required and clear identification of the associated cost savings (if any) applied to the Tender price (DRAFT CONTRACT ANNEX I)	Pass / Fail

## STAGE TWO (Steps 3 – 6)

### 2.16 Step 3 – Technical Evaluation

2.17 The Technical Evaluation will be conducted in accordance with the guidance below and the Technical Marking Scheme at DEFFORM 47 Annex C2.

2.18 The Technical Evaluation will consist of three parts and parts 1 and 2 will be applied where relevant, as identified in the ‘verification method’ column of the Technical Compliance Matrix.

2.19 Tenderers will be asked to submit their Tender response for Parts 1 and 2 in the following formats:

- Authority Generated Test Evidence
- Supplier Test Evidence
- Supplier Test Evidence AND Authority Generated Test Evidence
- Supplier Written Proposal

2.20 Where ‘Authority Generated Test Evidence’ differs from that of the ‘Supplier Test Evidence’, the Authority’s Test evidence will take precedence and the Tender will be scored applicably.

2.21 **Part 1** - Paper based (supplier written proposal/supplier test evidence) assessment of compliance with PATSY BNS System Requirements Document (SRD) (Annex A1).

2.22 **Part 2** -Testing (authority generated test data) assessment of Compliance with Chemical Warfare testing and Integration capability tests (iaw DefStan 05-134). This part of the evaluation gives confidence to the Authority that the proposed solutions meets the minimum requirements and/or assures the declarations provided as evidence of compliance within the Technical Compliance Matrix are fully compliant.

2.23 Parts 1 and 2 carry a combined weighting of 80% of the overall Technical Score available (61%).

2.24 **Part 3** - Paper based (supplier written proposal) assessment of Compliance with the Statement of Work (SOW) (Annex A2) made up of Technical Questions in accordance with SOW deliverables – this carries a 20% weighting of the Overall Technical Score available (61%).

- 2.25 Tenderers must be fully compliant at all stages of the Technical Evaluation in order to 'Pass' the Technical Evaluation.
- 2.26 The Tenderer must complete DEFFORM 47 ANNEX C1 (Technical Compliance Matrix) which consists of a number of Tender Deliverables directly related to the PATSY BNS SRD and SOW.
- 2.27 Tenderers should indicate within the 'Location of Evidence' column on the Technical Compliance Matrix DEFFORM 47 ANNEX C1, where in their Tender they have answered each question and provide evidence (where required) or explanations within the 'Explanatory Notes' column, of why they have failed to answer or failed to comply with the question.
- 2.28 References to 'Location of Evidence' within the Tender response must be clear and annexed in accordance with the item number stated on the SOW.
- 2.29 The evaluation will be carried out individually by a number of evaluators including subject matter experts (SMEs), before convening to jointly agree a unanimous result. If required and where a unanimous result cannot be reached, an independent Chairman will be involved.
- 2.30 **Part 1 - System Requirements Document (SRD) Assessment**
- 2.31 A point scoring system has been applied to the assessment of compliance with the relative System Requirements which consists of functional requirements equating to a maximum of 529 points and is worth 80% of the total score available for this section (61). The Tenderer is required to complete this to act as a declaration of the level of compliance of the proposed design to the SRD. Each requirement has been assigned a priority and scores will be awarded according to their relative importance to the satisfactory operation of the Project Manager (and SME's).
- 2.32 The SRD evaluation will consist of both a paper based assessment and sample testing, whereby a 'verification method' has been stipulated in the Compliance Matrix to ensure a score can be applied in confidence by the evaluation team. Additional guidance has also been provided to Tenderers stating where evidence is required to support the proposal and in what format, or where data can only be generated by the Authority. If the latter, scoring will not be applied until the test data is generated by the Authority. For example, where the 'verification method' states, 'Authority generated test data', a score can only be given to that particular SR once the test data has been completed by the Authority. All 'verification methods' of evaluation must be completed to ensure confidence that the solution meets the minimum performance level acceptable to the Authority (Explanations of the types of verification methods the Authority intends to use are listed in Appendix 5 to the SRD). Only once all 'verification methods' have been completed the Authority will be able to assign final scores to Tenders. Each SR will be given a score, relative to the 'Priority' it has been assigned as detailed in the Technical Compliance Matrix and the table below. Where a score of 'X' is given, the Bidder has been deemed non-compliant by the evaluation team and the scoring of that Tender shall cease.

- 2.33 Tenderers must be fully compliant with the Technical Compliance Matrix at ITT stage in order to be considered for Contract Award. Following Contract Award, the Contractors ensemble will be tested for Release to Service (as stipulated in the SRD), ensuring full compliance with the SRD. Only if Full compliance is achieved in line with the SRD will the Authority authorise Delivery commence’
- 2.34 **Part 2 – Sample testing**
- 2.35 All Tenderers are required to provide samples and related information as part of their Initial Tender Return (as detailed below).
- 2.36 Test samples are required to be submitted by all Tenderers as part of the Initial Tender Return and all samples must be delivered in accordance with section D2.2 of this document. SR’s identified in the Technical Compliance Matrix as verification method ‘Authority Generated Test Data’ will be tested and given an applicable score in accordance with the table at D2.58.
- 2.37 The Authority and it’s SME’s will assess selected Tenderers BNS in the following key areas:
- Assess against specified criteria for CBR Protection
  - Assess minimum Physiological Burden
  - Assess against all aspects of integration capability (system, platform and human factors) and;
  - against the APED system
- 2.38 Samples will undergo Chemical Warfare (CW) testing and Integration capability testing (iaw DefStan 05-134) by SME’s to ensure they are Technically Compliant in accordance with the PATSY BNS SRD and as per the declarations in the Tender submission.
- 2.39 The CW testing is defined by DSTL and is classified as SUKEO and therefore cannot be released to companies without the correct security clearance. Systems will be tested to the levels as defined in the report and a pass/fail result will be concluded. This will be applied to the relevant System Requirements as defined in the SRD and assigned a score in line with the Technical Marking Scheme defined at D2.58.
- 2.40 DefStan 05-134 has been supplied by the Authority at Appendix 3 to the SRD providing information specifically regarding the integration capability testing. The integration tests carried out during Tender evaluation will prove that the Tenderers solution is capable of meeting the Authorities requirement.
- 2.41 **Tenderers to Note:** Further integration tests will be carried out post Contract Award (CA) to achieve Release to Service (RTS) of the selected PATSY BNS, as detailed in the Statement of Work. Additional trials post CA will be confined to Ground trials (not flying) to confirm integration with a wider set of Aircrew Equipment in accordance with the ICD (Appendix 2 to SRD), and to look at a wider set of trials for personnel to prove that the BNS remains functional across the Anthropometric range. It is the view of the Authority, that the information gained from integration testing during Part 2 of the Technical assessment of the PATSY BNS Tender phase will provide



significant evidence that the solution can be used to gain RTS for the selected PATSY BNS solution. In addition, (outstanding Authority approval) the current APED ANS system forms a component of the initial delivery of PATSY BNS's required to meet IOC as detailed in the SOW, meaning an ensemble formed of current APED ANS with the new BNS solution is a deployable configuration. Tenderers are drawn to Clause 47.4 (Release to Service) of the Draft T&C's which refers to the special condition in association with 'Release to Service'. The Authority reserves the right to either, invoke clause 6 of the T&C's 'Amendments to Contract', in particular, schedule 4 'Change Control' or terminate the contract under condition 42 of the Terms and Conditions should RTS fail to be achieved.

2.42 Tenderers must submit a total of **6 x sets** (Undergarment, Socks and Gloves) conforming to the requirements and Manikin dimensions listed below, plus 1 complete size roll, plus 4 A4 sheet samples of all materials as detailed below:

**2.43 DSTL Test Requirements**

2.44 The plans for the PATSY testing assessment phase at DSTL will evaluate performance against Chemical Warfare (CW) and will include the use of two different manikins; one for off-site testing and another for on-site testing. Any below neck system supplied by Tenderers for assessment should be large enough to fit either manikin.

2.45 2 x sets - 1 x set for CW agent vapour testing and 1 x set for CW agent liquid testing) iaw the statistics of the mannequin contained in the table below:

**2.46 REDACTED**

2.47 1 set for CW Aerosol testing iaw the statistics of the mannequin contained in the table below. (Approx. 1.9 metres tall, weight 70kg.)

**2.48 REDACTED**

2.49 4 sheets of A4 size sample material for each material used (i.e. sample of seams also) for Liquid agent testing (the manufacturer to provide evidence of material agent performance if available)

**2.50 QinetiQ Test Requirements**

2.51 3 x sets (the same ensembles will be used for both tests) iaw the statistics of the mannequin contained in the table below.

**2.52 REDACTED**

2.53 1 x one off complete size roll for Platform integration capability testing.

2.54 The order of Testing has not yet been defined by the Authority, however Tenderers should note, if a Tender does not meet the mandatory pass criteria of any part of the Testing; evaluation of that Tender shall cease. Non-compliant Tenders shall be excluded from the remainder of the selection process.

2.55 Note: All samples should be delivered to the Authority's Commercial Manager as detailed at section B of this document, in the form of a "sample pack". Suppliers who do not deliver samples by the deadline stated will be deemed non-compliant. The samples must be provided

at nil cost to the Authority. Tenderers should note that the Authority will not return samples unless specially stated in the Tender response.

2.56 Samples consumed at Testing will not be returned.

2.57 The scoring scheme identified per System Requirement (SR) can be found below:

Requirement Priority	Non-Compliant = X Scoring Compliant = 0 Scoring	Compliant = Threshold Scoring	Highly Compliant = Objective Scoring
KEY/ Mandatory	X,0	10	20
P1	X,0	8	16
P2	0	5	5
P3	0	2	2

\*The maximum available points score for the SRD is 529

### Scoring per SR Priority and Compliancy

2.58 The score of each System Requirement will be calculated as follows:

2.59 Only System Requirements referenced within the SRD as 'BNS' or 'Both' require a response from Tenderers. All SR's referenced 'ANS' (Above Neck System) are for information only and do not require a response from Tenderers. Additional scores will not be given in relation to any information provided against the ANS SR's.

2.60 Each question will be evaluated based on whether the Tenderers response meets the Threshold or the Objective criteria.

2.61 The score of each SRD question will be calculated as below:

- *Threshold is when the Tenderer meets the minimum requirement to pass the question.*
- *Objective is when the Tenderer meets the maximum requirement to pass the question.*

2.62 The total score will then be converted to a weighting using the following ratio:

$$\text{SRD Overall Score} = (\text{Total Score} / \text{Maximum Score Available}) \times 80$$

2.63 Key requirements have been identified within the SRD Compliance Matrix (DEFFORM 47 Annex C1) as having a minimum acceptable limit of performance. Tenderers that fail to demonstrate this minimum level of performance will be deemed to be technically non-compliant. Tenderers who are non-compliant will not be evaluated further.

2.64 Scores indicated as 'X' within the table above are where the Tenderers declaration for the Mandatory/Key or Priority 1 Requirement does not meet threshold conditions and therefore there is a risk that the proposal is unsuitable. Should this occur, the outcome will be unanimously agreed during the Joint Tender Evaluation Panel (TEP) (step 5) and a recommendation put forward by the Evaluation team on the basis of the explanatory notes detailed within the Tender. Following an assessment of the Non-Compliance, and only if explanatory notes are provided, the TEP will make one of the following choices:

- Reject the proposal on the basis of the non-compliance (X). The Tender will not be considered further.
- Accept the non-compliance on the basis of the explanatory notes provided by the Tenderer and perform one of the following:
- Assess that the non-compliance is sufficiently minor, i.e. does not affect the intent of the requirements. In this case the Requirement will be allocated an applicable score and the scoring process continued.
- Assess that the non-compliance is major, i.e. affects the intent of the requirements. In this case the Requirement will be deemed non-complaint (X) and will not be evaluated further.
- The Authority reserves the right to reject any Tender that fails (X) to meet a Key, Mandatory or Priority 1 requirement.

2.65 As detailed in the table at D2.57, each question related to the System Requirements carries a different priority (Key, Mandatory, Priority 1, 2 and 3). These priorities attract a different point score based on importance and whether the Threshold or Objective criteria has been met, see below:

<b>Priority</b>	<b>Threshold Score (Testing provided – where applicable)</b>	<b>Objective Score (Testing provided – where applicable)</b>
Key/Mandatory	Threshold score of 10	Objective score of 20
Priority 1	Threshold score of 8	Objective score of 16
Priority 2	Threshold score of 5	Objective score of 5
Priority 3	Threshold score of 2	Objective score of 2

To Note:

- Requirements assessed as Objective will score the Objective value only and not the combined score of Threshold + Objective;
- Where requirements have 'As Threshold' / 'N/A' stated as their Objective Priority, the score given, will be that of a Threshold score. In this instance Tenderers, should declare Threshold compliance and the compliance matrix will be tailored accordingly.

## 2.66 **Part 3 - Statement of Work Evaluation**

2.67 A weighted scoring system has been applied to the assessment of Compliance with the Statement of Work which consists of non-functional requirements. The SOW assessment will consist of a 'level of confidence' marking scheme which allows evaluators to assess each Tender on how capable they have proven to be in their Tender response, against each of the

SOW deliverables. Each deliverable will be given a weighting which will contribute the overall maximum SOW score available of 20 as detailed in the table below:

2.68

SOW Question Ref	Work Category	Deliverable	Deliverable Weighting (%)	Work Category Weighting (20%)
1	Programme Management	1.1. Through Life Management (TLMP)	5	10
		1.2 Contract Management progress reports and meetings	2	
		1.3 Stakeholder and Acceptance Management	2	
		1.4 Declaration of Design Performance (DDP) or Form 100	1	
2	Trials and Demonstration	2.1 Support to trials	5	10
		2.2 Trials Equipment	5	
3	Supply	3.1 Initial Equipment Delivery	25	50
		3.2 Maintenance of stock levels	25	
4	In-Service Support	4.1 Technical Information	3	10
		4.2 Publications - Certificate of Conformity	2	
		4.3 Product Safety Data Sheet	3	
		4.4 Ad Hoc Support	2	
5	Training Support	5.1 Training Support	2	5
		5.2 Documentation	3	
6	PHS&T and Codification	6.1 Packaging	2	5
		6.2 Handling, Storage, and Transportation	2	
		6.3 Codification	1	
7	Obsolescence	7.1 Management - information	5	5
8	Disposal	8.1 Disposal and Termination	5	5
<b>Total</b>			<b>100</b>	<b>100</b>

2.69 Tenderers must score a minimum of 50% across each work category to be fully compliant.

2.70 Tenderers are expected to submit a Delivery Plan as part of their SOW Tender response. The Delivery Plan must take into consideration the dependency on Release to Service and the Delivery Milestones below, defined in the SOW.

2.71 The selected contractor will be responsible for the supply of a Below Neck System (BNS) for approximately **REDACTED** aircrew personnel requiring **REDACTED** systems per person (approx. **REDACTED**), plus additional trials and training sets (5 x Size Roll of full BNS plus 18 sets of DSTL lab sizing) required no later than **REDACTED** in support of achieving Release to Service. The first **REDACTED** systems are to be delivered no later than **REDACTED** with the balance no later than **REDACTED** (earlier delivery following release to service is desirable to the Authority but not essential).

2.72 The scoring mechanism to be measured against each question will be a Confidence scheme and will attract a point score out of 10 as detailed out below:

Score	Selection Characteristics
Excellent Confidence 10	The Tenderer has demonstrated a complete understanding of goals and objectives providing excellent confidence in meeting the requirement. Comprehensive evidence provided to satisfy the MOD that the Tenderer can completely meet <b>all aspects</b> of the requirement identified. Highly relevant and explicitly articulated experience, skills, competence, capacity and/or approach / process. Nil deficiencies in the response provided.
Very Good Confidence 8	The Tenderer has demonstrated a high level of understanding of goals and objectives which provides very good confidence in their ability to meet the requirement. Detailed, thorough evidence provided to satisfy the MOD that the Tenderer can meet the requirements identified. Relevant experience, skills, competence, capacity and/or approach / process. Minor deficiencies in the response provided.
Acceptable Confidence 5	The Tenderer has demonstrated an acceptable understanding of goals and objectives and/or acceptable confidence of meeting the requirement. Acceptable evidence provided to satisfy the MOD that the Tenderer could meet the requirement identified. Minimal experience, skills, competence, capacity and/or approach/process. Deficiencies identified are minor and therefore acceptable to the Authority.
Poor Confidence: 2	The Tenderer has demonstrated a limited understanding of goals and objectives which provides poor confidence in their ability to meet the requirement. Unclear and/or inconsistent evidence provided to satisfy the MOD that the Tenderer could meet the requirement identified. Marginal experience, skills, competence, capacity and/or approach/process. Deficiencies identified are major and therefore unacceptable to the Authority.
Significant Concerns/ No answer: 0	The Tenderer has demonstrated little or no understanding of goals and objectives and/or no ability to meet the requirement. The Tenderer has failed to relate their response to the importance (weighting) prescribed by the MOD to the requirement. Nil or limited evidence provided to satisfy the MOD that the Tenderer could meet the requirements identified. Limited experience, capability, capacity, skills, competence and/or approach/process. Significant deficiencies in the response provided.

2.73 The weighted score for each question will be calculated using the following ratio:

$$\text{Weighted Score} = \text{Weighting Factor} \times (\text{Points Score} / \text{Max score available})$$

2.74 The weighted scores from each question will then be added together and converted to an overall weighted score out of 20. The calculation is shown below:

$$\text{SOW Overall Score} = (\text{Total Score} / \text{Maximum Score Available}) \times 20$$

2.75 The Technical evaluation panel will be formed of Authority Project Staff and Subject Matter Experts (SMEs) who will individually award each Criterion a confidence score as detailed above, which will subsequently be converted into an Overall Weighted Score. For the Tenderer's Technical Response to comply, a minimum mark of 50% for the SRD in its entirety and 50% for each item (Work Category) of the SOW has been set. If required and where a unanimous result cannot be reached, an independent Chairman will be involved.

## Overall Technical Points

2.76 The total weighted score of the SRD and SOW compliance matrices will be added together to achieve an Overall Technical Evaluation Score, as per the calculation below:

$$\text{SRD Overall Weighted Score} + \text{SOW Weighted Overall Score} = \text{Overall Technical Points Score}$$

2.77 The maximum Overall Technical Evaluation Score achievable is 100 (80 for SRD and 20 for SOW as detailed above). The Authority has set a minimum compliance score of 50% relating to the Overall Technical Evaluation Score. If this minimum score is not met the Tenderer will be deemed not compliant and will therefore not be evaluated further.

2.78 The Tenderer with the highest Overall Technical Points Score will be awarded 61 Technical Points. All other Tenderers will be awarded a score dependent on the difference between their Overall Technical Points Score and the highest scoring Tenderers Overall Technical Points Score, using the ratio below:

$$\text{Tenderer Overall Technical Points Score (2 decimal places)} = 80 \times (\text{Tenderer Overall Technical Points} / \text{Highest Overall Technical Points})$$

**Example**

**Maximum Technical Points = 61**

**Tenderer A Overall Technical Evaluation Score = 100**

**Tenderer B Overall Technical Evaluation Score = 75**

**Tenderer A Score = 61**

**Tenderer B Score = 61 x (75/100)**

**Tenderer B Score = 45.75**

**2.79 Step 4 - Commercial Price Evaluation**

2.80 Tenderers must be compliant with the Terms and Conditions, DEFCONs, DefStans, Special Conditions and Special Processes of the Draft Contract and associated Annexes to be assessed at this step. If deemed compliant by the Commercial Evaluation team, the Commercial Price Evaluation will take place as per the below details.

2.81 The Price Evaluation will be conducted in accordance with the Price Evaluation spreadsheet at DEFFORM 47 Annex D and the guidance at Appendix 1 to DEFFORM 47 Annex A.

2.82 The price assessment will be split into three categories as follows:

	Description	Weightings
<b>Category 1</b>	Initial Supply (SOR items 1, 2, 3, 4, 7 & 8)	80%
<b>Category 2</b>	Ad-hoc re-supply & Training (SOR item 5)	10%
<b>Category 3</b>	Man-Day Rates (SOR item 6)	10%

\*All prices must be firm (non-moveable, non-revisable) and submitted in pounds' sterling (GBP).

\*\*All prices for option years (6 – 8) are subject to Variation of Price (VOP) detailed at clause 47.3 of the Draft Contract T&C's.

- 2.83 A weighted score for each category will be calculated from the prices provided by the Tenderer within the DEFFORM 47 Annex D. A combined total will then be calculated to reach an Overall Weighted Price Score.
- 2.84 The scores for each price category (in accordance with Appendix 1 to DEFFORM 47 Annex D) will be added together to arrive at a total Overall Price Score. The Tenderer with the highest score will be awarded the maximum score available of 39.
- 2.85 All other Tenderers will be awarded a score dependent on the difference between their price and the lowest priced Tenderer as set out in the ratio below:

$$\text{Overall Price Points Score} = 39 \times (\text{Tenderer Overall Weighted Price Score} / \text{Highest Overall Weighted Price Score})$$

- 2.86 A worked example of how the price evaluation will be carried out can be found at Annex D Appendix 1 - Pricing Evaluation.
- 2.87 In the event all bids fail in at least one area, the Authority reserves the right to split the requirement and offer the Contract to the highest scoring (Technical and Commercial combined) Undergarment and Socks Tenderer, and the highest scoring Gloves Tenderer, that integrates with the winning Undergarment and Socks solution.
- 2.88 A Supplier who can provide the full ensemble is preferred, however should the above occur, the Authority is not prepared to split the requirement in any other areas other than those listed in this point. The optimum scenario envisaged by the Authority is one single Contract agreed for the provision of the full protective ensemble; Undergarment, Socks, Gloves.
- 2.89 In the event all bids do fail in at least one area Tenderers will be given the opportunity to Revise or Confirm elements of their bid to accommodate the split between the Undergarment & Socks manufacture and the Gloves Manufacture, however firm prices for item 1 (Undergarment, Socks, Gloves) of Annex D to this document must remain extant. The SOW evaluation process will be repeated in this instance and the Authority will confirm, at this time, which elements of the bids can be revised or confirmed, these sections will be the same for all Bidders.
- 2.90 In the event that no compliant glove integrates with the highest scoring Undergarment and Socks solution, the Authority reserves the right to re-tender for the Gloves element of the requirement.

2.91 **Step 5 – Joint Evaluation**

- 2.92 The Tenders that are Commercially and Technically compliant (pass Evaluation Steps 1 - 4) will have their Technical Points score (up to 61) and Commercial Price Points score (up to 39) added together to form an Overall Evaluation Score (up to 100). The calculation is as follows:

$$\text{Overall Technical Points} + \text{Commercial Price Points Score} = \text{Overall Evaluation Score}$$

2.93 **Step 6 – Winning Tenderer**

2.94 The Tenderer with the highest “Overall Evaluation Score” following step 5 will be identified as the preferred bidder. If two Tenderers achieve the exact same numerical score, the Tenderer with the lowest priced Tender shall be identified as the preferred bidder.

## **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 1 paper and 2 CD-ROM unpriced copies and 1 paper and 2 CD-ROM priced copies of your Tender.** You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.

E2. NOT USED

E3. You must complete and include DEFFORM 47 Annex A (Offer) with your Tender. Where you select ‘Yes’ to any questions you must attach the relevant information.

E4. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your Priced Tender.

E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.

E6. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.

E7. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.

E8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

### **Samples**

E9. 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 on the Tender return date stated at Section B.

E11. The Authority may retain all samples for eighteen (18) months (+ ninety (90) days if required) from the Tender return date. After this period, the Authority will destroy the samples unless you specifically state in your Tender 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. Any expenditure, work or effort undertaken prior to an offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. The Authority reserves the right to:

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

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the 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. In the event that legal proceedings challenging the award of the contract are instigated, prior to entry into contract, it is a condition of this ITT that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

### **Conforming to the Law**

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

F5. Your attention is drawn 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. 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.
- h. 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 that 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 into 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 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.

## **Tenderers Commercially Sensitive Information (DEFFORM 539a)**

F14. 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.

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 (Schedule 5) 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 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**

F17. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach these 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 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 on contract award.

### **Specific Conditions of Tendering**

#### **F20. Options**

The Authority requires option prices for 3 years post the initial 5-year Contract. You must provide prices against the options. The option prices must be fixed prices relative to economic conditions at K38D - Other manufactured goods and are subject to variation as provided for in Draft Contract condition 47.3. If your Tender is successful you will be expected to supply / provide that option requirement(s) in contract condition 47.3. The Authority will not waive any rights under the said contract condition. The Authority reserves the right to seek competitive Tenders for the option requirement detailed in Contract Condition 46.5. Option years will be in Contracted for in yearly or monthly increments subject to the work involved, to be decided at exercise of Options. The Authority Reserves the right not to invoke the Option years.

#### **F21. Cyber Essentials**

A Cyber Security Risk Assessment for this requirement has been carried out and returned a risk level of Very Low Risk (REF: RAR-Y6FS7ZA6). Potential Suppliers are therefore required to maintain a Cyber Essentials Scheme certification in order to comply with the provision of this requirement. Where the supplier intends to sub-contract any part of the contract, they must complete a Risk Assessment to assess the cyber risk level of that sub-contract. All potential sub-contractors must complete a Supplier Assurance Questionnaire (SAQ) and ensure they have the necessary security controls in place before the sub-contract is awarded. It is the responsibility of the contractor to manage this process.

**Ministry of Defence**  
**Tender Ref No. CBRN/00243**

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.

<b>Applicable Law</b>				
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*	
<b>Total Value of Tender (excluding VAT)</b>				
£ ..... ..... <b>WORDS</b> ..... .....				
<b>UK Value Added Tax</b>				
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)) £.....				
<b>Location of work (town / city) where contract will be performed by Prime:</b>				
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
<b>Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):</b>			<b>Tenderer’s Declaration</b>	
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 the 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 DEFFORM528			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 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 Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) 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
<b>*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).</b>	
<b>Tenderer's Declaration of Compliance with Competition Law</b>	

<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 or not legally binding. In particular:</p> <p>a. the offered price has not been divulged to any Third Party,</p> <p>b. no arrangement has been made with any Third Party that they should refrain from tendering,</p> <p>c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,</p> <p>d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and</p> <p>e. no arrangement has been made with any Third Party otherwise to limit genuine competition.</p> <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>	
<p>Dated this ..... day of ..... Year .....</p>	
<p>Signature: In the capacity of .....</p> <p>(Must be original) (State official position e.g. Director, Manager, Secretary etc.)</p>	
<p>Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)</p>	<p>Postal Address: Telephone No: Registered Company Number: Dunn And Bradstreet Number:</p>

## 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 (MOQ)

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 para 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or likely be, the subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclosure the Contractor Deliverable, including export restrictions. In particular, 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 sufficient 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 make a decision whether the export can or cannot be made under the US-UK Defence 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 the purpose of 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 and Customs (HMRC) authorisations.

### **Sub-contracts Form 1686**

16. FORM 1686 (also known as Appendix 5) 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 £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of Authority spending should be spent with SMEs by 2020; this applies to the money which the Authority spends directly with SMEs, and through the supply chain. The Authority uses the European Commission definition of 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 subcontractors 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:

BiP Solutions Ltd  
Web address: [www.contracts.mod.uk](http://www.contracts.mod.uk)  
Tel No: **REDACTED**

### **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 Conditions of Contract Clause 13.
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. You should be aware of the contractual remedies set out in the Contract Conditions. Damages for breach of contract are not limited under the contract. However, you should also note that in exercising its rights and remedies under the contract the Authority must act in a reasonable and proportionate manner having due regard to the nature and consequences of the breach of contract. If you are unsure about the potential liability under the contract, you should seek advice from the named Commercial Officer, explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who may be contacted with regard to 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 trading, including 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. In July 2011 the Military Aviation Authority (MAA) launched a new set of Regulatory Publications. Key to these is the Regulatory Articles (RA), which prescribe Acceptable Means of Compliance (AMC) for each separate Regulation. Tenderers who wish to propose an alternative means of compliance must obtain agreement in principle from the MAA (through the Project team) in advance of submitting their Tender. AMC are strongly recommended practices and a justification

will be required if they are not followed. Tenderers must consult the MAA where there is more than one AMC. You must confirm how you intend to comply with the RA, and the date you consulted with the MAA.

#### **Bank or Parent Company Guarantee**

29. A Bank or Parent Company Guarantee is not required.

#### **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**

**REDACTED**  
**REDACTED**  
**REDACTED**  
**REDACTED**  
**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.

**Commercial Compliance Matrix (B)**

Attached separately

**Technical Compliance Matrix (C1)**  
**Technical Marking Scheme (C2)**

**REDACTED** in it's entierty due to the sensitivity of the information conatined.

**Commercial Price Evaluation (D)**

Attached Separately