



Ministry  
of Defence

Senior Commercial Manager - Boats  
Defence Equipment and Support  
Ash 2a, #3203  
MOD Abbey Wood (South)  
Bristol, BS34 8JH

Email:

Please refer to list of tenderers on last page of this letter.

Your Reference:

Our Reference:  
712795451

Date: 29 January 2025

Dear Sir/Madam

**Invitation To Negotiation (ITN) Reference No. 712795451**

1. You are invited to tender for Boats In-Service Support 26 – Lot 5 P2000 Boats in competition in accordance with the attached documentation.

**Boats In-Service Support (BISS) 26 background**

2. The Boats team is responsible for maintaining worldwide delivery of safe, capable and available craft to a diverse user community (Royal Navy, Royal Marines, Army, MOD Police, UKSTRATCOM, Permanent Joint Operating Bases (PJOB), Royal Fleet Auxiliary (RFA), Cadets) thus enabling them to carry out their endorsed tasking in roles relating to maritime operations, responsive force, adaptive force, extended readiness and training, as well as Adventurous Training and Cadet Forces. The Boats portfolio consists of circa 3,000 craft across 100 classes. This requirement is to provide in-service support to the boat platforms that make up that fleet, thus providing capability to the user community.

**Requirement**

3. The requirement is for:

| <b><u>Upkeep Tasks</u></b>                                                                                   | <b><u>Service Tasks</u></b>                                       | <b><u>Equipment Tasks</u></b>                                                  | <b><u>Management Tasks</u></b>                                             |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• 1<sup>st</sup> and 2<sup>nd</sup> Line Planned Maintenance</li></ul> | <ul style="list-style-type: none"><li>• On-site Support</li></ul> | <ul style="list-style-type: none"><li>• Floating Maintenance Cradles</li></ul> | <ul style="list-style-type: none"><li>• Classification Society</li></ul>   |
| <ul style="list-style-type: none"><li>• 3<sup>rd</sup> and 4<sup>th</sup> Line Planned Maintenance</li></ul> | <ul style="list-style-type: none"><li>• Transportation</li></ul>  | <ul style="list-style-type: none"><li>• Trailers</li></ul>                     | <ul style="list-style-type: none"><li>• Documentation Management</li></ul> |
| <ul style="list-style-type: none"><li>• Emergent Tasks</li></ul>                                             | <ul style="list-style-type: none"><li>• Storage</li></ul>         | <ul style="list-style-type: none"><li>• Cradles</li></ul>                      | <ul style="list-style-type: none"><li>• Obsolescence Management</li></ul>  |

|                                              |                                                 |                     |                                    |
|----------------------------------------------|-------------------------------------------------|---------------------|------------------------------------|
| • Additional Tasks                           | • Un-Codified Spares                            | • Naval Store Boats | • Software and Firmware Management |
| • Potable Water Systems                      | • Post Design Services                          |                     | • Reliability Monitoring           |
| • Specialist Maintenance                     | • Codification                                  |                     | • Security Management              |
| • Weighing                                   | • Engine Support                                |                     |                                    |
| • Pre-Slip Trials / Dynamic Machinery Trials | • Training                                      |                     |                                    |
| • Harbour Acceptance Trials                  | • Defect Reporting and Corrective Action System |                     |                                    |
| • Sea Acceptance Trials                      | • Technical Reporting                           |                     |                                    |
| • Unplanned Maintenance                      | • 3rd Party Investigation                       |                     |                                    |
| • Work Demonstration                         | • Pre-Upkeep Maintenance Assessment             |                     |                                    |
|                                              | • Combat Systems Health Check                   |                     |                                    |
|                                              | • Disposals                                     |                     |                                    |
|                                              | • Out of Hours Support                          |                     |                                    |
|                                              | • Government Furnished Equipment                |                     |                                    |
|                                              | • Support to Safety and Environmental Cases     |                     |                                    |
|                                              | • Ancillary Equipment                           |                     |                                    |
|                                              | • Chartering                                    |                     |                                    |
|                                              | • Delivery of New Boats                         |                     |                                    |
|                                              | • Delivery of Second-hand Boats                 |                     |                                    |

#### Boat Familiarisation Visit(s)

4. The boats familiarisation visit(s) will also allow the Tenderers the opportunity to inspect some of the boat classes being included under the overarching BISS 26 competition. Please refer to Table A (Key Tendering Activities) and Table B (Boat Familiarisation Visits) to Section B (Key Tendering Activities) to this DEFFORM 47.

#### Boat Lots

5. This BISS 26 requirement is split into nine Boats Lots and each Boats Lot will be its own Contract:

| <u>Tender No</u> | <u>Lot No</u> | <u>Description</u>                                                          |
|------------------|---------------|-----------------------------------------------------------------------------|
| 712775453        | 1             | Boats In-Service Support 26 – UKSTRATCOM                                    |
| 712782450        | 2             | Boats In-Service Support 26 – Royal Navy (RN) / Royal Fleet Auxiliary (RFA) |
| 712783450        | 3             | Boats In-Service Support 26 – Ministry of Defence (MDP) Police              |
| 712793452        | 4             | Boats In-Service Support 26 – Overseas Boats                                |
| 712795451        | 5             | Boats In-Service Support 26 – P2000 Boats                                   |
| 712796450        | 6             | Boats In-Service Support 26 – Workboats                                     |
| 712797450        | 7             | Boats In-Service Support 26 – Army Boats                                    |
| 712798450        | 8             | Boats In-Service Support 26 – UK Operations Boats                           |
| 712798451        | 9             | Boats In-Service Support 26 – Support and Training Boats                    |

Boat Lot Allocation Threshold and Financial Cap

6. The Boat Lot Allocation and Financial Cap will be in accordance with Section D (Tender Evaluation) to this DEFFORM 47

Contract Award

7. The award of each Boat Lot will be in accordance with Section D (Tender Evaluation) to this DEFFORM 47

Contract Award Decision

8. The anticipated date for the Contract award decision is 18<sup>th</sup> December 2025, please note that this is an indicative date and may change.

Tender return date

9. You must submit your Tender to the Defence Sourcing Portal by 16:00 on 31 March 2025.

Yours faithfully

List of Tenderers

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |

Invitation To Negotiate  
for  
**Boats In Service Support 2026**  
**712795451**

## Contents

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

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Negotiate. The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
  - Section A – Introduction Page 3
  - Section B – Key Tendering Activities Page 8
  - Section C – Instructions on Preparing Tenders Page 10
  - Section D – Tender Evaluation Page 11
  - Section E – Instructions on Submitting Tenders Page 12
  - Section F – Conditions of Tendering Page 14
  - DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1
    - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
- DEFFORM 47 Annex B – Tender Deliverables
- DEFFORM 47 Annex C – Schedule 02A – Statement of Technical Requirements – Pricing
- DEFFORM 47 Annex D – Boats Survey and Trials Form – Part 1A Condition Survey
- DEFFORM 47 Annex E - DRACAS Report template
- DEFFORM 47 Annex F – DORCS Report template
- Contract Documents (As per the contents table in the Terms and Conditions)
- 20250123-SAL\_Tender\_Stage\_for\_OS\_Programme\_to\_UK\_Contractor-OS-Lot 5 Security Aspects Letter

## **Section A – Introduction**

### **DEFFORM 47 Definitions**

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

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

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

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

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

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

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

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

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

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

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

A11. “ITN Documentation” means this ITN and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this ITN.

A12. “ITN Material” means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITN.

A13. “Schedule of Requirements” (Schedule 1 in Terms and Conditions) means that part of the Contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A14. The “Statement of Technical Requirement” Schedule 2 means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

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

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

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

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

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

## **Purpose**

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

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

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

A22. This requirement was advertised by the Authority in Find a Tender Service dated 7 October 2024 under the following reference 2024/S 000-032122.

A23. This ITN is subject to the Defence and Security Public Contracts Regulations 2011. Tenderers established outside the UK and Gibraltar are no longer economic operators as defined in the Defence and Security Public Contracts Regulations (DSPCR) 2011. Please note that should the Authority open this procurement to tenderers established outside the UK and Gibraltar the rights and remedies under the DSPCR afforded to UK and Gibraltar established tenderers are under no circumstances, whether expressly or impliedly, being extended to those tenderers established outside the UK or Gibraltar.

A24. This ITN has been issued to all potential Tenderers chosen during the supplier selection stage under the Competitive Negotiated procedure.

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

A26. Funding is due to be approved in quarter 3 of 2025 for this requirement.

## **ITN Documentation and ITN Material**

A27. ITN Documentation, ITN Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third-Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITN Documentation and ITN Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITN Documentation or ITN Material to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITN;
- c. seek written approval from the Authority if you need to provide access to any ITN Documentation or ITN Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A27.c, which as a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;

- e. accept that any further disclosure of ITN Documentation or ITN Material (or use beyond the original purpose); or further use of ITN Documentation or ITN Material, without the Authority's written approval may make you liable for a claim for breach of confidence and/or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. immediately confirm destruction of (or in the case of software, that it is beyond use) all ITN Documentation, ITN Material and derived information of an unmarked nature, should you decide not to respond to this ITN, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITN Documentation and ITN Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A28. Some or all the ITN Documentation and ITN Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement are in addition to, and do not derogate from, your obligations under paragraph A27 above.

## **Tender Expenses**

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

## **Consortia and Sub-Contracting Arrangements**

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

## **Material Change of Control**

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

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

- iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

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

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

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

- a. they fail to re-submit to the Authority the updated relevant section of their PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than five (5) business days following request from the Authority; or
- b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

## Contract Terms & Conditions

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

A36. Not used.

## Other Information

### The Armed Forces Covenant

- a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.
- b. The Covenant is based on two principles:
  - i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
  - ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

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

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

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

Email address: [employerrelations@rfca.mod.uk](mailto:employerrelations@rfca.mod.uk)

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

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

### **Government Furnished Information**

A37. To aid the Tenderer, the Authority is issuing the Government Furnished Information contained within Schedule 10 (Government Furnished Information) of the Terms and Conditions to this DEFFORM 47. Please also refer to Schedule 2 (Statement of Technical Requirements) of the Terms and Conditions to this DEFFORM 47.

## Section B – Key Tendering Activities

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

**Table A – Key Tendering Activities**

| Stage                                                                                         | Date and Time                                        | Responsibility | Submit to:              |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------|----------------|-------------------------|
| Invitation to Tenderers' Conference and Boats familiarisation visits                          | Invitations Issued with DPQQ response.               | The Authority  | All Tenderers           |
| Date for confirmation of attendance at Tenderers' Conference and Boats familiarisation visits | 29 Jan 25 @ 17:00                                    | Tenderers      |                         |
| Attendance at Bidders Conference                                                              | 3 Feb 25 @ 13:00, Battlelab, Wool, Dorset, DT2 8GB   | Tenderers      |                         |
| Attendance at Boat Familiarisation Visits                                                     | See Table B (Boat Familiarisation Visits) at para B5 | Tenderers      |                         |
| Date for confirmation of attendance of Boats familiarisation visits                           | 29 Jan 25 @ 17:00                                    | Tenderers      |                         |
| Final date for Clarification Questions/Requests for additional information                    | 12 Mar 25 @ 16:00                                    | Tenderers      | Defence Sourcing Portal |
| The Authority issues Final Clarification Answers                                              | 14 Mar 25                                            | The Authority  | All Tenderers           |
| Tender Return                                                                                 | 31 Mar 25 @ 16:00                                    | Tenderers      | Defence Sourcing Portal |
| Tender Evaluation                                                                             | 1 Apr – 9 May 25                                     | The Authority  | N/A                     |
| Negotiations                                                                                  | May 25                                               | The Authority  | N/A                     |
| Revise or Confirm Offers (Resubmission of Technical Response                                  | 13 Jun 25                                            | The Authority  | N/A                     |
| Best and Final Offer                                                                          | 27 Jun 25                                            | The Authority  | N/A                     |

### Notes

#### Tenderers Conference

B1. A Tenderers Conference is being held as indicated in the table above, it enables the Authority to present the requirement to all Tenderers at the same time. It also provides Tenderers the opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those who wish to attend the Tenderers Conference to the abovenamed contact, by the date

shown, so that access to the site can be arranged. A maximum of 4 attendees will be permitted. A copy of the presentation along with any questions raised and answers provided will be issued to all Tenderers regardless of attendance to the Tenderers Conference.

### Clarification Questions

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

### Tender Return

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

### Negotiations

B4. Further details regarding Negotiations can be found in Section D of this ITN.

### Boat Familiarisation Visit(s)

B5. The boats familiarisation visit(s) will also allow the Tenderers the opportunity to inspect some of the boat classes being included under the overarching BISS 26 competition. The Tenderer must provide the name(s) of those attending the boats familiarisation visit to the above-named contact in Table A (Key Tendering Activities) above, by the date shown, so that access to the site can be arranged.

Table B – Boat Familiarisation Visit(s)

| Location                                                          | Date & Time                 | Boats Available                                                                                        |
|-------------------------------------------------------------------|-----------------------------|--------------------------------------------------------------------------------------------------------|
| Joint Services Adventurous Sail Training Centre (JSASTC), Gosport | 4 Feb 2025 – 10:00 to 12:00 | Adventurous Training Yachts                                                                            |
| Marchwood Military Port, Southampton                              | 4 Feb 2025 – 13:00 to 16:00 | Combat Support Boat, Army Workboat, Mexeflote, Gemini Rigid Inflatable Boats                           |
| HMNB Portsmouth                                                   | 5 Feb 2025 – 10:00 to 11:30 | Pacific 24, 14m Police Launch, Island Class, Police Patrol Craft                                       |
| HMNB Portsmouth                                                   | 5 Feb 2025 – 11:30 to 12:30 | P2000                                                                                                  |
| Whale Island, Portsmouth                                          | 5 Feb 2025 – 13:00 to 15:00 | Standard Work Boat, Dive Support Boat, Arctic 28, Delta Rigid Inflatable Boats, Offshore Raiding Craft |
| Gibraltar                                                         | 11 – 13 Feb 2025            | Gibraltar based boats                                                                                  |

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

### **Construction of Tenders**

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices for Years 1 to 3 must be Firm (and not subject to variation) and Prices for Years 4 to 7 must be Fixed (subject to variation) at Year 1 prices.

C2. To assist the Authority's evaluation, you must set out your Tender response in accordance with Section D (Tender Evaluation).

### **Validity**

C3. Your Tender must be valid and open for acceptance for two hundred and seventy-four (274) calendar days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

## **Section D – Tender Evaluation**

### **Introduction**

- D1. This section contains further detail on the Tender Evaluation process as well as the specific marking criteria, scores, and applicable weightings.
- D2. Tenderers are reminded that all Tender submissions will ONLY be evaluated on the information and evidence provided within the Tender. Tenderers must not assume any prior knowledge that the Authority may have, as this will not be considered in the evaluation process. In addition, Tenderers are to note that different elements of all Tender submissions will be evaluated by different members of the Authority's evaluation team in isolation. Therefore, the Tenderer must ensure all cross-references to other sections within its Tender are clear and accurate, and not assume that an evaluator has had sight of other sections of its Tender. Where sections of the Tender rely on or are linked to information included within other sections the Tenderer is to clearly identify these relationships within all sections.
- D3. All questions at ITN stage will be scored either 0/30/70/100, 0/10/30/70/100, or PASS/FAIL as applicable and
- a. A score of 'zero (0)', or 'fail' will result in your Tender being deemed non-compliant and excluded from the tender process for Question Sections 2.1 to 2.12 and Question Section 2.14.
  - b. A score of 'zero (0)' or 'ten (10)', will result in your Tender being deemed non-compliant and excluded from the tender process for Question Section 2.13.

### **Tender Evaluation Criteria**

- D4. The award of each contract per boat lot shall be based on:
- a. The offer which is the most economically advantageous tender from the point of view of the Authority ("MEAT"), and;
  - b. In accordance with the following Lot award conditions identified at D96 to D105 below.
- D5. Each Contract which forms the BISS 26 Framework will be awarded using the Competitive Negotiated Procedure, under Regulation 18 of the Defence and Security Public Contract Regulations (DSPCR) 2011 (the "Competitive Negotiated Procedure"). Using the Competitive Negotiated Procedure enables the Authority to act flexibly not only at the time it awards the Contract but also during prior discussions. This allows the Authority to conduct negotiations with Tenderers and a phased down-selection may form part of the process (if appropriate).
- D6. Where there are two or more evaluators for any aspect of the Tender, a consensus evaluator will be allocated to agree the overall score. A moderation board at senior level within the Boats team will review the individual outputs from the evaluators to ensure overall consistency and robustness of scoring.

### **Most Economically Advantageous Tender**

- D7. The award of the contract shall be based on the offer which is the most economically advantageous tender from the point of view of the Authority ("MEAT") using the Value for Money Index method to five decimal places. This Value for Money Index will be multiplied by 1000000 to two decimal places to get a readable score. Tenderers are to note that their Tender cost will be adjusted to account for Net Present Value (NPV). The NPV adjustment will involve converting the outturn prices (tendered prices) to constant prices by the application of a GDP deflator and then applying the Treasury Discount Factor of 3.5% to

produce a Net Present Value by the Authority. This NPV Adjusted Price of the Tender cost is what will be taken forward for MEAT evaluation.

- D8. The Value for Money Index divides the total score of the non-cost (quality) criteria by the tender cost. It ranks tenders on the quality (represented by the non-cost score) for each £ (or £k or £m) of cost. This is referred to as the absolute method which evaluates an individual tender within the framework exclusively on its own merits.
- D9. An example of a Value for Money Index adjusted to account for NPV calculation is at Appendix 4 to this Section D (Tender Evaluation) of this DEFFORM 47.
- D10. The Authority will evaluate the Tenderer's proposals under the following stages. Further details can be found at D11 below:
- a. Stage 1 – Qualification Envelope Evaluation
  - b. Stage 2.a – Technical Envelope Evaluation – (Non-Cost Criteria)
    - i. Question Section 2.1 – Commercial Deliverables – Part A (Unpriced)
    - ii. Question Section 2.2 - Commercial Deliverables – Part B
    - iii. Question Section 2.3 - Statement of Technical Requirements (SOTR) Compliance
    - iv. Question Sections 2.4 to 2.12 - Integrated Project Management Plan (IPMP)
    - v. Question Section 2.13 - Social Value
    - vi. Question Section 2.14 - Reports
    - vii. Question Section 2.15 – Economic and Financial Standing
  - c. Stage 2.b – Commercial Envelope Evaluation (Cost)
    - i. Question Section 3.2 – Price
    - ii. Question Section 3.3 – Commercial Deliverables – Part A (Priced)
  - d. Stage 3 – Negotiations
  - e. Stage 4.a – Technical Envelope – Revise or Confirm Offer (ROCO) (Resubmission of Technical response)
    - i. Question Section 2.2 – Commercial Deliverables – Part B
    - ii. Question Section 2.3 - Statement of Technical Requirements (SOTR) Compliance
    - iii. Question Sections 2.4 to 2.12 – Integrated Project Management Plan (IPMP)
    - iv. Question Section 2.13 - Social Value
    - v. Question Section 2.14 - Reports
    - vi. Question Section 2.15 - Economic and Financial Standing
  - f. Stage 4.b – Commercial Envelope - Best and Final Offers (BAFO)
    - i. Question Section 3.X – Priced
    - ii. Question Section 3.3 – Commercial Deliverables – Part A (Priced)
  - g. Stage 5 – Commercial Envelope - Most Economically Advantageous Tender (MEAT)
  - h. Stage 6 – BISS 26 Boat Lot Allocation Threshold and Financial Cap
  - i. Stage 7 – Contract Award ('Facilities Security Status (FSC)' confirmation for Lot 1 only)

A diagram showing the sequence of stages / events for Tender Evaluation is attached at Appendix 2 to Section D (Tender Evaluation) of this DEFFORM 47.

## Evaluation of Tenderers Responses in Defence Sourcing Portal (DSP)

D11. The Authority will evaluate the Tenderer's proposal in the Defence Sourcing Portal (DSP) under three envelopes.

a. **Qualification Envelope** – The Tenderer is requested to confirm to the Authority that under the Qualification Envelope on the DSP, you can download and open the tender documents attached.

b. **Technical Envelope – non-cost (quality) criteria** *(this refers to all 'non-cost' elements of the tender evaluation including; technical evaluation, engineering evaluation, commercial evaluation (excluding cost or price), safety evaluation, quality evaluation etc. Essentially it includes all aspects of the tender evaluation other than the cost or price).*

i. Stage 2.a - Question Section 2.1 – Commercial Deliverables – Part A

This Question Section is Pass / Fail criteria and included in the overall non-cost (quality) score.

ii. Stage 2.a and Stage 4.a - Question Section 2.2 – Commercial Deliverables – Part B

This Question Section is weighted and equates to 5% of the overall non-cost (quality) score.

iii. Stage 2.a and Stage 4.a - Question Section 2.3 – Statement of Technical Requirements – Compliance

This Question Section is Pass/Fail criteria and included in the overall non-cost (quality) score.

iv. Stage 2.a and Stage 4.a - Question Section 2.4 to Question Section 2.12 – Integrated Project Management Plan (IPMP)

These Question Sections are weighted and equates to 65% of the overall non-cost (quality) score.

v. Stage 2.a and Stage 4.a - Question Section 2.13 – Social Value

This Question Section is weighted and equates to 10% of the overall non-cost (quality) score.

vi. Stage 2.a and Stage 4.a - Question Section 2.14 – Reports

This Question Section is weighted and equates to 20% of the overall non-cost (quality) score.

vii. Stage 2.a and Stage 4.a - Question Section 2.15 – Economic and Financial Standing

This Question Section is Pass/Fail criteria and included in the overall non-cost (quality) score.

c. **Commercial Envelope – tender cost** *(this refers to the 'cost' or pricing elements of the evaluation only. This does not include commercial aspects of the tender evaluation which are considered as part of the 'technical' or non-cost evaluation).*

i. Stage 2.b and Stage 4.b - Question Section 3.2 – Price

This Question Section is Pass/Fail criteria.

The total tender cost to be entered is to be the figure in Cell BX7 to Table 99 (Calculation Sheet) of DEFFORM 47 Annex C (Schedule 2A - Statement of Technical Requirements - Pricing).

- ii. Stage 2.b and Stage 4.b - Question Section 3.3 – Commercial Deliverables – Part A (Priced)

This Question Section is Pass/Fail criteria and included in the overall non-cost (quality) score.

## Evaluation of Tenderers Responses

- D12. Tenderers should note that the Qualification Envelope and all Question Sections that form the Technical Envelope and all Question Sections that form the Commercial Envelope will be evaluated concurrently. A Tenderer shall be excluded from the tender process, should it be assessed as a result of the Technical Envelope and Commercial Envelope evaluation, that a Tenderer is given a confidence marking in accordance with the guidance provided at D3 to this DEFFORM 47 at Stage 4.a – Technical Envelope – Revise or Confirm Offer (ROCO) (Resubmission of Technical response) or Stage 4.b – Commercial Envelope - Best and Final Offers (BAFO).

### Qualification Envelope

- D13. The Tenderer is requested to confirm that under the Qualification Envelope on the DSP, you can download and open the attached Tender Documents. If the Tenderer cannot access any of the documentation, they are to inform the Commercial Officer named via the Defence Sourcing Portal immediately.

### Technical Envelope Evaluation

#### Question Section 2.1 – Commercial Deliverables – Part A (Unpriced)

- D14. This Question Section is Pass / Fail criteria and is included in the overall non-cost (quality) score.
- D15. In order for the Tenderer's Tender to meet the requirements of this Question Section 2.1 – Commercial Deliverables Part A, and to progress to Stage 3 (Negotiation), the Tenderer shall have met all of the evaluation criteria listed below in Table 1a (Commercial Deliverables – Part A (Unpriced)).

Table 1a – Commercial Deliverables - Part A (Unpriced)

| DSP Ref | Tender Document                                                     | Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                | Evaluation Score |
|---------|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 2.1.1   | UNPRICED<br>DEFFORM 47 Annex A – Tender Submission Document (Offer) | <p>The Tenderer shall submit an UNPRICED DEFFORM 47 Annex A - Tender Submission Document (Offer) including all of the Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer), in accordance with Paragraphs E6 and F18 and F19 of this DEFFORM 47.</p> <p>Tenderers are to note that Defence Sourcing Portal (DSP) only allows one attachment to be</p> | Pass / Fail      |

| DSP Ref | Tender Document                                                                  | Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                  | Evaluation Score                                                                                                           |
|---------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
|         |                                                                                  | uploaded per tender document. Therefore, Tenderer's are to upload one zipped file for this tender document.<br>The Maximum size of the zipped file that can be uploaded is 500MB.                                                                                                                                                                                    |                                                                                                                            |
| 2.1.2   | Conflict of Interest Compliance Regime                                           | The Tenderer shall submit an acceptable Compliance Regime as outlined at Paragraphs F7 – F10 of this DEFFORM 47. This only applies where the Tenderer identifies a potential Conflict of Interest arising from this Contract and any you currently carry out.                                                                                                        | Pass / Fail                                                                                                                |
| 2.1.3   | Validity                                                                         | The Tenderer shall ensure their Tender is valid / open for acceptance for two hundred and seventy-four (274) calendar days from the Tender return date. If successful, the Tender must be open for acceptance for a further thirty (30) calendar days. Outlined at Paragraph C3 of this DEFFORM 47.                                                                  | Pass / Fail                                                                                                                |
| 2.1.4   | Russian and Belarusian Suppliers, Products and Services                          | The Tenderer must confirm that their Tender, including any element that may be provided by any part of the Contractor's supply chain, does not contain any Russian / Belarusian products and/or services. Outlined at Paragraph F20 to F22 of this DEFFORM 47.                                                                                                       | Pass / Fail                                                                                                                |
| 2.1.5   | DEFFORM 47 Annex C (Schedule 2A – Statement of Technical Requirements – Pricing) | The Tenderer shall confirm that they have submitted a fully completed and priced DEFFORM 47 Annex C (Schedule 2A – Statement of Technical Requirements – Pricing) for all items and years against each tab to Commercial Envelope – Question Section 3.3 – Commercial Deliverables PRICED. Please refer to the instruction tab within this Annex on how to complete. | Pass / Fail<br><br>Fail = prices / rates have not been submitted for every item that requires a price / rate to be entered |

D16. If a Tenderer is evaluated as scoring a 'Fail' for any of the Tender Documents in Table 1a (Commercial Deliverables - Part A (Unpriced)) at Stage 4.a (Technical Envelope – Revise or Confirm Offer (ROCO) (Resubmission of Technical response)), your Tender will be deemed non-compliant and excluded from the tender process. To confirm, Stage 4.a is after the negotiation phase.

#### Question Section 2.2 – Commercial Deliverables – Part B

D17. This Question Section is weighted and equates to 5% of the overall non-cost (quality) score.

D18. In order for the Tenderer's Tender to meet the requirements of this Question Section 2.2 – Commercial Deliverables - Part B, and to progress to Stage 3 (Negotiation), the Tenderer shall have met the evaluation criteria listed below in Table 1b (Commercial Deliverables – Part B).

D19. The Mandatory Terms and Conditions listed in Table 1C (Commercial Deliverables – Part B - Mandatory/Negotiable Terms and Conditions Matrix) will be evaluated using the criteria in the scoring matrix at Table 1d (Commercial Deliverables – Part B – Mandatory Terms and Conditions only – Commercial Scoring Matrix).

D20. The Negotiable Terms and Conditions listed in Table 1C (Commercial Deliverables – Part B - Mandatory/Negotiable Terms and Conditions Matrix) will be evaluated using the criteria in the scoring matrix at Table 1e (Commercial Deliverables – Part B – Negotiable Terms and Conditions only – Commercial Scoring Matrix).

D21. The score for the Negotiated Terms and Conditions will be calculated by multiplying the score given in Table 1e (Table 1e – Commercial Deliverables – Part B – Negotiable Terms and Conditions only - Commercial Scoring Matrix) by the weightings available.

Table 1b – Commercial Deliverables – Part B

| DSP Ref | Tender Document                 | Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Evaluation Score                                                                                                                               |
|---------|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.2.1   | Mandatory Terms and Conditions  | The Tenderer shall accept all of the mandatory Terms and Conditions of Contract, including Schedules, in the accompanying ITN Material identified at Table 1c (Commercial Deliverables – Part B - Terms and Conditions only - Commercial Scoring Matrix).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Pass / Fail                                                                                                                                    |
| 2.2.2   | Negotiable Terms and Conditions | <p>It is the Authority's preference that each Tenderer shall accept the Terms and Conditions listed below as drafted and included as part of this ITN without any amendments. The Authority will however consider amendments to the drafting of the below Special Conditions and Schedules, so long as any revised wording does not materially adjust the risk profile the Authority has established.</p> <p>Any amendments to the negotiable Terms and Conditions and Schedules listed in Table 1c (Commercial Deliverables – Part B - Mandatory/Negotiable Terms and Conditions Matrix) below that the Tenderer wishes to propose should be submitted under this Question Section 2.2 as a marked up word file in track changes.</p> <p>Any amendment that is made is by the Tenderer shall be evaluated applying the scoring set out in Table 1c (Commercial Scoring Matrix).</p> <p>The following negotiable Special Conditions including Schedules identified at Table 1c (Commercial Deliverables – Part B - Mandatory/Negotiable Terms and Conditions Matrix) below, will be evaluated using the scoring set out in Table 1d (Commercial Deliverables – Part B - Terms and Conditions only - Commercial Scoring Matrix) below</p> | Any amendments made to the stated Terms and Conditions shall be assessed in line with the Commercial Scoring Matrix set out at Table 1e below. |

Table 1c – Commercial Deliverables – Part B – Mandatory/Negotiable Terms and Conditions Matrix

| PART 2 – SPECIAL CONDITIONS | Title       | Negotiations |            |
|-----------------------------|-------------|--------------|------------|
|                             |             | Mandatory    | Negotiable |
| -                           | ALL DEFCONS | X            |            |

|    |                                                                                               |     |     |
|----|-----------------------------------------------------------------------------------------------|-----|-----|
| 2  | Contractual Matters                                                                           | X   |     |
| 3  | Definitions                                                                                   | X   |     |
| 4  | Precedence of Documentation                                                                   | X   |     |
| 5  | Contractor's Obligations                                                                      | X   |     |
| 6  | Duration                                                                                      | N/A | N/A |
| 7  | NOT USED                                                                                      | X   |     |
| 8  | Key Personnel                                                                                 | X   |     |
| 9  | Price                                                                                         | X   |     |
| 10 | Class Lead Contractor                                                                         | X   |     |
| 11 | Post Design Services (PDS)                                                                    | X   |     |
| 12 | Payment                                                                                       | X   |     |
| 13 | Key Performance Indicators                                                                    | X   |     |
| 14 | Termination for Contractor Default                                                            | X   |     |
| 15 | Termination for Prohibited Acts                                                               | X   |     |
| 16 | Authority Voluntary Termination Right                                                         | X   |     |
| 17 | Financial Consequences of Termination                                                         | X   |     |
| 18 | Authority Step In                                                                             | X   |     |
| 19 | Relief Event                                                                                  | X   |     |
| 20 | Measures in a Crisis (MIAC)                                                                   | X   |     |
| 21 | Force Majeure Events and Force Majeure Termination                                            | X   |     |
| 22 | Tasking Procedure/Authorisation of Work via BERRYATER Task Management Tool                    | X   |     |
| 23 | Tasking Procedure/Authorisation of Work                                                       | X   |     |
| 24 | Ordering of Spares                                                                            | X   |     |
| 25 | Boat Acceptance                                                                               | X   |     |
| 26 | Boat(s) and/or Equipment Beyond Economical Repair (BER)                                       | X   |     |
| 27 | Guarantee                                                                                     | N/A | N/A |
| 28 | NOT USED                                                                                      | X   |     |
| 29 | Inspection, Tests and Trials                                                                  | N/A | N/A |
| 30 | Chartering                                                                                    | X   |     |
| 31 | Integrated project Management Plan (IPMP)                                                     | X   |     |
| 32 | Boat Specific Safety Plan                                                                     | X   |     |
| 33 | Background Information                                                                        | X   |     |
| 34 | Retention of Records                                                                          | X   |     |
| 35 | Documents, Drawing and Information                                                            | X   |     |
| 36 | Procedure for Making Direct Agreements with Sub-Contractors                                   | X   |     |
| 37 | Health and Safety                                                                             | X   |     |
| 38 | Hazardous Materials and Systems                                                               | X   |     |
| 39 | Authority's Authorised Representative                                                         | X   |     |
| 40 | Attendance by Makers', Classification Society, Maritime and Coastguard Agency Representatives | X   |     |
| 41 | Incidents                                                                                     | X   |     |
| 42 | Quality - General Requirements                                                                | X   |     |
| 43 | Quality Management Plan                                                                       | X   |     |
| 44 | Quality Assurance Representative (QAR)                                                        | X   |     |
| 45 | Second-Hand Material                                                                          | X   |     |

|    |                                                                                                        |     |     |
|----|--------------------------------------------------------------------------------------------------------|-----|-----|
| 46 | Packaging                                                                                              | X   |     |
| 47 | Care and Protection of the Boat(s)                                                                     | X   |     |
| 48 | Fuels, Lubricants and Hydraulic Fluids                                                                 | X   |     |
| 49 | Government Furnished Information                                                                       | X   |     |
| 50 | Custody of and Accounting for Material owned by the Authority                                          | X   |     |
| 51 | Self-To-Self Delivery                                                                                  | X   |     |
| 52 | Compatibility with Authority Systems                                                                   |     | X   |
| 53 | Sustainable Procurement                                                                                | X   |     |
| 54 | Exit                                                                                                   | X   |     |
| 55 | Transfer Regulations – (Transfer Undertaking (Protection of Employment))                               | X   |     |
| 56 | Public Relations and Publicity                                                                         | X   |     |
| 57 | Import and Export of Boats and/or any Associated Equipment or Spares                                   | N/A | N/A |
| 58 | NOT USED                                                                                               | N/A | N/A |
| 59 | OFFICIAL and OFFICIAL-Security Conditions for UK Contracts                                             | X   |     |
| 60 | Entire Agreement                                                                                       | X   |     |
| 61 | Continuing Obligations                                                                                 |     | X   |
| 62 | Gainshare                                                                                              |     | X   |
| 63 | Social Value                                                                                           | N/A | N/A |
| 64 | NOT USED                                                                                               | X   |     |
| 65 | Permissible Delays                                                                                     | X   |     |
| 66 | Termination for a Permissible Delay                                                                    | X   |     |
| 67 | Take Over / Tow-Out Option                                                                             | X   |     |
| 68 | Financial Consequences of Termination                                                                  | X   |     |
| 69 | DEFFORM 711 - Notification of Intellectual Property Rights (IPR)                                       | X   |     |
| 70 | Limitations on Liability                                                                               | X   |     |
| 71 | Security Access Requirement                                                                            | X   |     |
| 72 | Service Credits and Incentive Adjustments                                                              | X   |     |
| 73 | Progress Meetings and Progress Reports                                                                 | X   |     |
| 74 | Clarification Question Register                                                                        | X   |     |
| 75 | Russian and Belarusian Exclusion                                                                       | X   |     |
| 76 | The Deed of Guarantee and Indemnity given by a Parent Company in respect of a Subsidiary               | X   |     |
| 77 | Bond given by a Bank as a Deed in respect of a single contract                                         | X   |     |
| 78 | Transition Period                                                                                      | X   |     |
| 79 | Authorised Demanders                                                                                   | X   |     |
| 80 | Temporary Reallocation of Boat Classes following Termination of a Contract within the BISS26 Framework | X   |     |
| 81 | Introduction of a new Boat Class                                                                       | X   |     |
| 82 | Pricing of Alternative Transport Routes                                                                | X   |     |
| 83 | Specialist Sub-Contractors                                                                             | X   |     |

| Schedules | Title                                                                                                 | Negotiations |            |
|-----------|-------------------------------------------------------------------------------------------------------|--------------|------------|
|           |                                                                                                       | Mandatory    | Negotiable |
| 1         | Schedule of Requirements                                                                              | X            |            |
| 2         | Statement of Technical Requirements                                                                   | X            |            |
| 2A        | Statement of Technical Requirements – Pricing                                                         | X            |            |
| 3         | Addressees and Other Information                                                                      | X            |            |
| 4         | Definitions                                                                                           | X            |            |
| 5A        | BISS Forms                                                                                            | X            |            |
| 5B        | Take-On Take-Off and Acceptance – Type B                                                              | X            |            |
| 5C        | Take-On Take-Off and Acceptance – Type A                                                              | X            |            |
| 5D        | Non-Upkeep Record                                                                                     | X            |            |
| 6         | Key Performance Indicators and Information & Reporting                                                | X            |            |
| 7         | NOT USED                                                                                              | X            |            |
| 8         | Integrated Project Management Plan                                                                    | X            |            |
| 9         | Design Rights and Patents (Sub-Contractor's Agreement (DEFFORM 177)                                   | X            |            |
| 10        | Government Furnished Information (GFI) no X o X                                                       | X            |            |
| 11        | Government Furnished Assets                                                                           | X            |            |
| 12        | Transfer Regulations                                                                                  | X            |            |
| 13A       | Tenderer's Sensitive Information                                                                      | X            |            |
| 13B       | Publishable Performance Information – Key Performance Indicator Data Report                           | X            |            |
| 14        | Authorised Demanders                                                                                  | X            |            |
| 15        | Efficiencies and Benefits Register                                                                    |              | X          |
| 16A       | Social Value – Tackling economic inequality - Creating new businesses, new jobs and new skills        |              | X          |
| 16B       | Social Value – Tackling economic inequality – Increase supply chain resilience and capacity           |              | X          |
| 16C       | Social Value – Fighting Climate Change – Effective Stewardship of the environment                     |              | X          |
| 16D       | Social Value – Equal Opportunity – Tackle Workforce inequality                                        |              |            |
| 17        | DEFFORM 711 – Notification of Intellectual Property                                                   | X            |            |
| 18        | Clarification Question Register                                                                       | X            |            |
| 19        | The Deed of Guarantee and Indemnity given by a Parent Company in respect of a Subsidiary (DEFFORM 24) | X            |            |
| 20        | Bond given by a Bank as a Deed in respect of a single contract (DEFFORM 24a)                          | X            |            |
| 21        | MOD SME Spend Data Collection (DEFFORM 139)                                                           | X            |            |

Table 1e – Commercial Deliverables – Part B – Mandatory Terms and Conditions only - Commercial Scoring Matrix

| Mark | Evaluation of Evidence Presented                                                                                                                                                                           |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pass | The Tenderer proposes no changes to the Terms and Conditions over and above minor drafting clarifications and such minor drafting clarification has no impact on the overall risk profile of the Contract. |

|      |                                                                                                                            |
|------|----------------------------------------------------------------------------------------------------------------------------|
| Fail | The Tenderer proposes changes to the Terms and Conditions that is considered over and above minor drafting clarifications. |
|------|----------------------------------------------------------------------------------------------------------------------------|

Table 1e – Commercial Deliverables – Part B – Negotiable Terms and Conditions only -  
Commercial Scoring Matrix

| Evaluation     | Score      | Evidence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Very Good      | 100 (PASS) | <p>The Authority, in its professional judgment, considers that the Tenderer's response will have no adverse effect on the allocation of risk and/or the Authority's rights or obligations arising under the Contract and provides high confidence in there being a contractual basis capable of being acceptable to the Authority; and/or</p> <p>The Tenderer proposes no changes to the Terms and Conditions over and above minor drafting clarifications and any minor drafting clarifications have no impact on the overall risk profile of the Contract.</p> |
| Good           | 70 (PASS)  | <p>The Authority, in its professional judgment, considers that the Tenderer's response will have no material adverse effect on the allocation of risk and/or the Authority's rights or obligations arising under the Contract and provides good confidence in there being a contractual basis capable of being acceptable to the Authority.</p> <p>'Any changes proposed by the Tender to the Terms and Conditions over and above minor drafting clarifications have no impact on the overall risk profile of the Contract</p>                                   |
| Concerns       | 30 (FAIL)  | <p>The Authority, in its professional judgment, considers that the Tenderer's response will have a material adverse effect on the allocation of risk and/or the Authority's rights or obligations arising under the Contract and provides moderate confidence in there being a contractual basis capable of being acceptable to the Authority.</p> <p>The Tenderer proposes changes to the Terms and Conditions that is considered an unacceptable risk and impacts the overall risk profile of the Contract.</p>                                                |
| Major Concerns | 0 (FAIL)   | <p>The Authority, in its professional judgment, considers that the Tenderer's response will have an unacceptable adverse effect on the allocation of risk and/or the Authority's rights or obligations arising under the Contract and provides no confidence in there being a contractual basis capable of being acceptable to the Authority.</p> <p>The Tenderer proposes major changes to the Terms and Conditions that severely impact the overall risk profile of the Contract.</p>                                                                          |

D22. If a Tenderer is evaluated as scoring a 'Fail' or below a '70' (Seventy) for any of the Tender Documents in Table 1b (Commercial Deliverables - Part B) at Stage 4.a (Technical Envelope – Revise or Confirm Offer (ROCO) (Resubmission of Technical response)), your Tender will be deemed non-compliant and excluded from the tender process

#### Question Section 2.3 – Statement of Technical Requirements Compliance

D23. This Question Section is Pass / Fail criteria and is included in the overall non-cost (quality) score.

D24. In order for the Tenderer's Tender to meet the requirements of this Question Section 2.3 – Statement of Technical Requirements Compliance and to progress to Stage 3 (Negotiation) the Tenderer shall have met the evaluation criteria listed below in Table 2 (Statement of Technical Requirements Compliance):

Table 2 – Statement of Technical Requirements Compliance

| <u>DSP Ref</u> | <u>Tender Deliverable</u>                        | <u>Evaluation Criteria</u>                                                                                                                                                                                                                                          | <u>Evaluation Marking</u>                                                                                                         |
|----------------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
|                | Schedule 2 (Statement of Technical Requirements) | The Tenderer shall provide a compliance statement against the Statement of Technical Requirements. A statement of compliance against each requirement is not required; a single written statement confirming compliance against all the requirements is sufficient. | Pass / Fail<br><br>Fail = The Tenderer <b>does not confirm</b> they will submit all the requirements as set out by the Authority. |

D25. If a Tenderer is evaluated as scoring 'Fail' for the Tender Document in Table 2 (Statement of Technical Requirements Compliance) at Stage 4.a (Technical Envelope – Revise or Confirm Offer (ROCO) (Resubmission of Technical response)) your Tender will be deemed non-compliant and excluded from the tender process.

Question Sections 2.4 to 2.12 – Integrated Project Management Plan (IPMP)

D26. These Question Sections are weighted and equates to 65% overall of the overall non-cost (quality) score as detailed in Table 4 (IPMP Question Section and Weighting) below.

D27. In order for the Tenderer's Tender to meet the requirements of Question Sections 2.4 to 2.12 – IPMP and to progress to Stage 3 (Negotiation), the Tenderer shall submit an IPMP.

D28. Question Sections 2.4 to 2.12 - IPMP shall detail how the Tenderer will manage performance and delivery of the services specified in the Statement of Technical Requirements (Schedule 2) and Statement of Technical Requirements – Pricing (Annex C to DEFFORM 47 (Schedule 2a)) and must meet the criteria set out in Technical Deliverables - Part 1 – Integrated Project Management Plan of Annex B to DEFFORM 47. –The IPMP shall be clear, concise, and comprehensive.

D29. Tenderers must not exceed the maximum number of sides of A4 text including relevant diagrams/maps/designs for this IPMP, as detailed in Table 4 (IPMP Question Section and Weighting). All sides of A4 text that exceeds more than the sides of A4 text limit specified, will not be considered by the Authority. In accordance with the DEFFORM 47, your written submission is to be in Arial font size 11 and all margins set to 2cm.

D30. This IPMP will be evaluated using the criteria in the scoring matrix at Table 3a (IPMP Capability Assessment Scoring Scale) or Table 3b (IPMP Capability Assessment Pass or Fail Criteria) for all IPMP sections in Table 4 (IPMP Evaluation Plan).\*

D31. The Capability Assessment Score gained in the evaluation of each IPMP section as detailed in Table 4 (IPMP Question Section and Weighting) will be multiplied by the weightings

available to give a score for each IPMP section. These scores will be totalled to give an overall score for the IPMP.

**Table 3a – IPMP Capability Assessment Scoring Scale**

|                                                                                                                                                                                      | <b>Criteria for awarding score</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Score</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Excellent: (exceeds all of the criteria for the applicable IPMP section as set out in Technical Deliverables - Part 1 – Integrated Project Management Plan of Annex B to DEFFORM 47) | The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows:<br>Very good understanding of the requirements.<br>Excellent proposals demonstrated through relevant evidence.<br>Considerable insight into the relevant issues.<br>The response is also likely to propose additional value in several respects above that expected.                                                                                                                       | 100          |
| Very good: (meets all of the criteria for the applicable IPMP section as set out in Technical Deliverables - Part 1 – Integrated Project Management Plan of Annex B to DEFFORM 47)   | The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process.<br>The response therefore shows:<br>Very Good understanding of the requirements.<br>Sufficient competence demonstrated through relevant evidence.<br>Very Good insight demonstrated into the relevant issues.<br>The response addresses the criteria for the applicable IPMP Section and also shows good market experience. | 70           |
| Good: (meets most of the criteria for the applicable IPMP section as set out in Technical Deliverables - Part 1 – Integrated Project Management Plan of Annex B to DEFFORM 47)       | The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be some minor issues that need further exploration or attention later in the procurement process.<br>The response therefore shows:<br>Good understanding of the requirements.<br>Adequate competence demonstrated through relevant evidence.<br>Some insight demonstrated into the relevant issues.<br>The response addresses most of the criteria for the applicable IPMP Section and also shows general market experience.          | 30           |
| Poor: (meets some of the criteria for the applicable IPMP section as set out in Technical Deliverables - Part 1 – Integrated Project Management Plan of Annex B to DEFFORM 47)       | The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following:<br>There is at least one significant issue needing considerable attention.<br>Proposals do not demonstrate competence or understanding.<br>The response is light on detail and unconvincing.                                                                                                                                                                                                    | 10           |
| Fail                                                                                                                                                                                 | The response completely fails to meet the required standard or does not provide a proposal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 0            |

Table 3b IPMP Capability Assessment Pass or Fail Criteria

| Mark | Evaluation of Evidence Presented                                                                                         |
|------|--------------------------------------------------------------------------------------------------------------------------|
| Pass | The evidence provided <b>confirms</b> the tenderer will submit all the requirements as set out by the Authority.         |
| Fail | The evidence provided <b>does not confirm</b> the tenderer will submit all the requirements as set out by the Authority. |

Table 4 – IPMP Question Section and Weighting

| Question Section Ref | IPMP Section Title                                                      | Weighting (%) | Maximum sides of A4 text |
|----------------------|-------------------------------------------------------------------------|---------------|--------------------------|
| 2.4                  | Project and Engineering Management                                      | 10            | 8                        |
| 2.5                  | Business Continuity Plan                                                | 5             | 5                        |
| 2.6                  | Exit and Transition Management Plan                                     | Pass / Fail   | 1                        |
| 2.7                  | Capacity Assessment                                                     | 10            | 5                        |
| 2.8                  | Security Plan                                                           | 5             | 5                        |
| 2.9                  | In-Service Support Plan                                                 | 20            | 10                       |
| 2.10                 | Configuration Management Statement (including Documentation Management) | 5             | 5                        |
| 2.11                 | Obsolescence Strategy                                                   | 5             | 5                        |
| 2.12                 | Conduct of Post Design Services (PDS) Tasks                             | 5             | 5                        |

D32. If a Tenderer is evaluated as scoring a 'zero (0)' or 'Fail' for any Question Section of the IPMP listed in Table 4 (IPMP Question Section and Weightings) at Stage 4.a (Technical Envelope – Revise or Confirm Offer (ROCO) (Resubmission of Technical response)) your Tender will be deemed non-compliant and excluded from the tender process.

D33. If a Tenderer is evaluated as scoring less than an overall score of 35 for Question Sections 2.4 to 2.12 that has been applied at Stage 4.a (Technical Envelope – Revise or Confirm Offer (ROCO) (Resubmission of Technical response)), your Tender will be deemed non-compliant and excluded from the tender process.

#### Question Section 2.13 – Social Value

D34. This Question Section is weighted and equates to 10% of the overall non-cost (quality) score.

D35. In order for the Tenderer's Tender to meet the requirements of this Question Section 2.13 – Social Value and to progress to Stage 3 (Negotiation) the Tenderer shall submit the four (4) Social Value Model (SVM) Model Award Criteria (MACs) listed in Table 5 (Themes applicable to this procurement) below.

D36. If a Tenderer is evaluated as scoring a 'zero (0)' or 'ten (10)' for any of the Social Value Model (SVM) Model Award Criteria (MACs) after Stage 4.a (Technical Envelope – Revise or Confirm Offer (ROCO) (Resubmission of Technical response)) your Tender will be deemed non-compliant and excluded from the tender process.

#### **Overview**

D37. Social value has a lasting impact on individuals, communities, and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. It cannot afford not to. A missed opportunity to deliver social value may lead to costs that the taxpayer has to absorb elsewhere through public procurement.

- D38. A competitive and diverse supply landscape can help to deliver innovation in public services, manage risk and provide greater value for taxpayers' money.
- D39. As a result, the Social Value Model (SVM) has been created which details 5 Themes, 8 Policy Outcomes and 24 Model Award Criteria (MACs). The SVM MACs are questions which relate to Social Value. The use of the SVM is mandatory in all central government procurements using Public Contracting Regulations (PCR) 2015 and Defence and Security Public Contracting Regulations (DSPCR) 2011 above financial threshold and exempt procurements.
- D40. Defence is focusing on three, out of the five, priority Social Value themes that are most relevant for Defence:
- Tackling economic inequality.
  - Fighting climate change; and
  - Equal opportunity.
- D41. The Social Value Scoring Criteria is listed at Table 5 (Social Value Scoring Criteria). Please use this and the information provided within the SVM to compile your responses to the SVM MAC and Model Evaluation Question (MEQ) asked. In compiling your answer, please refer to the SVM Quick Reference Table. Under Model Response Guidance for tenderers and evaluators examples of types of evidence the tender evaluators are looking for can be found.
- D42. Alongside the Standard Reporting Metrics (SRM), Social Value Key Performance Indicators (KPIs) will be used within this contract. KPIs will be generated from the Tenderer's social value response it is therefore important that measurable commitments are included in the response (both commitments against the SRMs and other metrics as may be appropriate. KPIs will be agreed between the parties and included in the contract post Contract award.
- D43. In accordance with the DEFFORM 47, please ensure that your written submission is in Arial font size 11 and all margins are set to 2cm.
- D44. For this procurement, the following SVM MAC have been selected as being appropriate.

Table 5 – Social Value Themes applicable to this procurement

| Theme |                              | Policy Outcome                                 | MAC Reference | MAC Title                                                                                                                                                                                                                         |
|-------|------------------------------|------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2     | Tackling economic inequality | Create new businesses, new jobs and new skills | 2.2           | Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors. |
| 2     | Tackling economic inequality | Increase supply chain resilience and capacity  | 3.4           | Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract.                                                                     |
| 3     | Fighting Climate Change      | Effective stewardship of the environment       | 4.2           | Influence staff, suppliers, customers and communities through the delivery of the contract                                                                                                                                        |

| Theme |                   | Policy Outcome              | MAC Reference | MAC Title                                                                                                                         |
|-------|-------------------|-----------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------|
|       |                   |                             |               | to support environmental protection and improvement                                                                               |
| 4     | Equal Opportunity | Tackle Workforce Inequality | 6.3           | Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including the supply chain |

#### Further Social Value Guidance can be found:

- Social Value Model (SVM), Government Commercial Function, Edition 1.1 – 3 Dec 20  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf)
- Guide to Using the Social Value Model, Government Commercial Function, Edition 1.1 – 3 Dec 20  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf)
- Social Value Model Quick Reference Table, Government Commercial Function, Edition 1.1 – 3 Dec 20  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf)

#### Aim

- D45. The aim of the following SVM MACs is to understand the Tenderers Social Value Commitment that this procurement programme will provide within the geographical location(s) that is will be delivered from.
- D46. In your written response you should provide convincing arguments, including suitable evidence, of **What** your understanding of Social Value is, in relation to this procurement, and **How** you will instil confidence in the Authority in your ability to deliver against the Social Value requirements for this procurement.
- D47. A list of some of the key response documents that the Authority would expect you to provide are provided below. However, within the overall limit of pages you should supplement your written submission with other documents you consider will build confidence in your ability to maximise Social Value Commitments.
- D48. You should provide, for each MAC MEQ:
- your 'Method Statement,' stating how you will achieve this and how your commitment meets the SVM Model Award Criteria (MAC), and
  - a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
    - timed action plan
    - use of metrics
    - tools/processes used to gather data
    - reporting
    - feedback and improvement
    - transparency
  - how you will influence your: staff, supply chains, 3<sup>rd</sup> party suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g.,

engagement, co-design/creation, training, and education, partnering/collaborating, volunteering.

- D49. From the information that you provide, the evaluators will assess, Qualitatively, your response, based on the information that you provide within your tender response.
- D50. Alongside their Commitments against the SRMs, the successful Tenderer's method statement will form the basis of Key Performance Indicators and jointly managed throughout the life of the contract.
- D51. The Tenderers must ensure that they answer the SVM MACs asked. Any additional information which is not specific to the contract being procured will not be considered.
- D52. The Tenderers responses are to set out the additional Social Value benefits that they will deliver against the Policy Outcomes for this procurement. It is not sufficient to only reference/use to their Corporate Social Responsibility (CSR) and or Environmental, Social and Governance (ESG) documents.

Table 6A – Theme 2, Model Award Criteria 2.2

| Theme |                              | Policy Outcome                                 | Weighting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     | (As percentage of Social Value):                                                                                                                                                                                                  | 25% Out of 10% |
|-------|------------------------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 2     | Tackling economic inequality | Create new businesses, new jobs and new skills | MAC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2.2 | Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors. |                |
|       |                              | Model Evaluation Question (MEQ)                | Using a maximum of six sides of A4 text, describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria. All sides of A4 text in excess of the sides of A4 text limit specified, will not be considered by the Authority.<br><br>Please include: <ul style="list-style-type: none"><li>• your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and</li><li>• a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:<ul style="list-style-type: none"><li>○ timed action plan</li><li>○ use of metrics</li><li>○ tools/processes used to gather data</li><li>○ reporting</li><li>○ feedback and improvement</li><li>○ transparency</li></ul></li></ul> how you will influence your: staff, suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training, and education, partnering/collaborating, volunteering. |     |                                                                                                                                                                                                                                   |                |
|       |                              | Sub-criteria for MAC                           | Employment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |                                                                                                                                                                                                                                   |                |

| Theme | Policy Outcome                                            | Weighting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | (As percentage of Social Value): | 25% Out of 10% |
|-------|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------------|
|       | <b>Model Response Guidance and illustrative examples:</b> | <p>Activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"> <li>• Understanding of employment and skills issues, and of the skills and employment shortages of high growth sectors relating to the contract. Illustrative examples: demographics, skills shortages, new opportunities in high growth sectors, groups under-represented in the workforce (e.g. prison leavers, disabled people), geographic/local community and skills/employment challenges.</li> <li>• Implementation of recruitment practices and employment conditions, such as the five foundational principles of quality work set out in the Good Work Plan (e.g. fair pay, participation and progression, voice and autonomy), in relation to the contract that will attract good candidates from all backgrounds, minimise turnover of staff and improve productivity.</li> <li>• Creation of employment opportunities particularly for those who face barriers to employment, such as prison leavers, and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.</li> <li>• Promotion of awareness of careers and recruitment opportunities relating to known skills shortages or in high growth sectors relating to the subject matter of the contract.</li> <li>• Support for the contract workforce by providing career advice, and providing opportunities for staff working on the contract with in-work progression career development into known skills shortages or high growth areas. Illustrative examples: mentoring; mock interviews; CV advice and careers guidance; learning and development; volunteering; influencing staff, suppliers, customers and communities through the delivery of the contract to support employment and skills opportunities in high growth sectors.</li> <li>• Offer of opportunities for work experience or similar activities under the contract. Illustrative examples: work placements, pre-employment courses, paid/unpaid student placements, or paid internships of 6 weeks or more.</li> </ul> |                                  |                |
|       | <b>Standard Reporting Metrics</b>                         | <ul style="list-style-type: none"> <li>• Number of full-time equivalent (FTE) employment opportunities created under the contract, by UK region.</li> <li>• Number of apprenticeship opportunities (Level 2, 3, and 4+) created or retained under the contract, by UK region.</li> <li>• Number of training opportunities (Level 2, 3, and 4+) created or retained under the contract, other than apprentices, by UK region.</li> <li>• Number of people-hours of learning interventions delivered under the contract, by UK region.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                |
|       | <b>Tenderer's Response:</b>                               | <p><i>In complying your answer, please refer to the <u>Social Value Model Quick Reference Table</u>, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |                |

Table 6b – Theme 2, Model Award Criteria 3.4

| Theme |                              | Policy Outcome                                | Weighting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     | (As percentage of Social Value):                                                                                                                              | 25% Out of 10% |  |
|-------|------------------------------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--|
| 2     | Tackling economic inequality | Increase supply chain resilience and capacity | MAC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 3.4 | Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract. |                |  |
|       |                              | Model Evaluation Question (MEQ)               | Using a maximum of six sides of A4 text, describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria. All sides of A4 text in excess of the sides of A4 text limit specified, will not be considered by the Authority.<br><br>Please include: <ul style="list-style-type: none"><li>• your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and</li><li>• a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:<ul style="list-style-type: none"><li>○ timed action plan</li><li>○ use of metrics</li><li>○ tools/processes used to gather data</li><li>○ reporting</li><li>○ feedback and improvement</li><li>○ transparency</li></ul></li></ul> how you will influence your: staff, suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training, and education, partnering/collaborating, volunteering. |     |                                                                                                                                                               |                |  |
|       |                              | Sub-criteria for MAC                          | Collaboration throughout the supply chain                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |                                                                                                                                                               |                |  |
|       |                              | Model Response Guidance:                      | Activities that demonstrate and describe the tenderer's existing or planned: <ul style="list-style-type: none"><li>• Understanding of opportunities to drive greater collaboration in the supply chain.</li><li>• Measures to ensure supply chain relationships relating to the contract will be collaborative, fair and responsible.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |                                                                                                                                                               |                |  |
|       |                              | Illustrative examples:                        | engagement; co-design/creation; training and education; partnering/collaborating; secondment and volunteering opportunities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |                                                                                                                                                               |                |  |
|       |                              | Standard Reporting Metrics                    | <ul style="list-style-type: none"><li>• For each of the following categories:<ul style="list-style-type: none"><li>○ start-ups</li><li>○ SMEs</li><li>○ VCSEs; and</li><li>○ mutuals:<ul style="list-style-type: none"><li>■ The number of contract opportunities awarded under the contract.</li><li>■ The value of contract opportunities awarded under the contract in £.</li><li>■ Total spend under the contract, as a percentage of the overall contract</li></ul></li></ul></li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |                                                                                                                                                               |                |  |
|       |                              | Tenderer's Response:                          | In complying your answer, please refer to the <u>Social Value Model Quick Reference Table</u> , under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |     |                                                                                                                                                               |                |  |

Table 7 – Theme 3 – Model Award Criteria 4.2

| Theme |                         | Policy Outcome                           | Weighting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |     | (As percentage of Social Value):                                                                                                               | 25% Out of 10% |  |
|-------|-------------------------|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--|
| 3     | Fighting Climate Change | Effective Stewardship of the environment | MAC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 4.2 | Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement |                |  |
|       |                         | Model Evaluation Question (MEQ)          | Using a maximum of six sides of A4 text, describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria. All sides of A4 text in excess of the sides of A4 text limit specified, will not be considered by the Authority.<br>Please include: <ul style="list-style-type: none"><li>your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and</li><li>a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:<ul style="list-style-type: none"><li>timed action plan</li><li>use of metrics</li><li>tools/processes used to gather data</li><li>reporting</li><li>feedback and improvement</li><li>transparency</li></ul></li></ul> how you will influence your: staff, suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training, and education, partnering/collaborating, volunteering. |     |                                                                                                                                                |                |  |
|       |                         | Sub-criteria for MAC                     | Influence environmental protection and improvement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |                                                                                                                                                |                |  |
|       |                         | Model Response Guidance:                 | Activities that demonstrate and describe the tenderer's existing or planned: <ul style="list-style-type: none"><li>Understanding of how to influence staff, suppliers, customers, communities and/or any other appropriate stakeholders through the delivery of the contract to support environmental protection and improvement.</li><li>Activities to reconnect people with the environment and increase awareness of ways to protect and enhance it</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |     |                                                                                                                                                |                |  |
|       |                         | Illustrative examples:                   | <ul style="list-style-type: none"><li>Engagement to raise awareness of the benefits of the environmental opportunities identified.</li><li>Co-design/creation. Working collaboratively to devise and deliver solutions to support environmental objectives.</li><li>Training and education. Influencing behaviour to reduce waste and use resources more efficiently in the performance of the contract.</li></ul> Partnering/collaborating in engaging with the community in relation to the performance of the contract, to support environmental objectives. <ul style="list-style-type: none"><li>Volunteering opportunities for the contract workforce, e.g. undertaking activities that encourage direct positive impact.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |     |                                                                                                                                                |                |  |
|       |                         | Standard Reporting Metrics               | <ul style="list-style-type: none"><li>Number of people-hours spent protecting and improving the environment under the contract, by UK region.</li><li>Number of green spaces created under the contract, by UK region.</li><li>Annual:<ul style="list-style-type: none"><li>Reduction in emissions of greenhouse gases arising from the performance of the contract, measured in metric tonnes carbon dioxide equivalents (MTCDE).</li></ul></li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |                                                                                                                                                |                |  |

| Theme | Policy Outcome              | Weighting                                                                                                                                                                                                                                                                                                                         | (As percentage of Social Value):                                                                                                                                                                                                                           | 25% Out of 10% |
|-------|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|       |                             |                                                                                                                                                                                                                                                                                                                                   | <ul style="list-style-type: none"> <li>Reduction in water use arising from the performance of the contract, measured in litres.</li> <li>Reduction in waste to landfill arising from the performance of the contract, measured in metric tonnes</li> </ul> |                |
|       | <b>Tenderer's Response:</b> | <p><i>In complying your answer, please refer to the <u>Social Value Model Quick Reference Table</u>, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.</i></p> |                                                                                                                                                                                                                                                            |                |

Table 8 – Theme 4 – Model Award Criteria 6.3

| Theme | Policy Outcome                         | Weighting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | (As percentage of Social Value): | 25% Out of 10%                                                                                                                        |
|-------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| 4     | Equal opportunity                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                  |                                                                                                                                       |
|       | Tackle workforce inequality            | MAC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 6.3                              | Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain. |
|       | <b>Model Evaluation Question (MEQ)</b> | <p>Using a maximum of six sides of A4 text, describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria. All sides of A4 text in excess of the sides of A4 text limit specified, will not be considered by the Authority.</p> <p>Please include:</p> <ul style="list-style-type: none"> <li>your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and</li> <li>a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: <ul style="list-style-type: none"> <li>timed action plan</li> <li>use of metrics</li> <li>tools/processes used to gather data</li> <li>reporting</li> <li>feedback and improvement</li> <li>transparency</li> </ul> </li> </ul> <p>how you will influence your: staff, suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training, and education, partnering/collaborating, volunteering.</p> |                                  |                                                                                                                                       |
|       | <b>Sub-criteria for MAC</b>            | Identifying and managing the risks of modern slavery                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  |                                                                                                                                       |
|       | <b>Model Response Guidance:</b>        | <p>Activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"> <li>Understanding of the modern slavery risks and issues affecting the market, industry, sector or country (of origin or of source) relevant to the contract, and the workforce in the tenderer's own organisation and those of its key sub-contractors.</li> <li>Measures to identify, mitigate and manage modern slavery risks relating to the contract and how these will be implemented, including but not limited to: <ul style="list-style-type: none"> <li>Mapping the supply chain to provide assurance risks are understood and being managed effectively</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                       |

| Theme | Policy Outcome                    | Weighting | (As percentage of Social Value): | 25% Out of 10%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------|-----------------------------------|-----------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       |                                   |           |                                  | <p>including in relation to vulnerable groups, type of work and location of supply chain.</p> <ul style="list-style-type: none"> <li>○ Demonstrating that the contract workforce: <ul style="list-style-type: none"> <li>■ has access to an independent democratic trade union or other forms of worker representation.</li> <li>■ has access to grievance mechanisms to report incidents or suspected incidences of modern slavery relating to the contract through whistleblowing and reporting, including: <ul style="list-style-type: none"> <li>● a process of escalation routes and access to grievance systems</li> <li>● an action plan, with past evidence of how the organisation has/will respond including cooperating with police and victim organisations where appropriate.</li> </ul> </li> <li>■ receive induction on workplace rights.</li> <li>■ has access to modern slavery training.</li> </ul> </li> <li>• Outline policies and practices to be applied to or put in place for the contract to mitigate and manage modern slavery risks including: <ul style="list-style-type: none"> <li>○ Pre-employment checks.</li> <li>○ Recruitment practices and workplace conditions.</li> <li>○ Safeguarding plans and processes in place and regular monitoring with relevant groups considered, which may include sampling.</li> <li>○ How these flow down the supply chain and are monitored e.g. reporting, site visits, audits, etc.</li> <li>○ How to ensure business decisions re: price/cost, short lead times, payment timescales do not create modern slavery risks in the supply chain.</li> </ul> </li> <li>• How the tenderer will work with NGOs, trade unions or other businesses to address modern slavery risks.</li> <li>• Means of influencing staff, suppliers, customers, communities and/or any other appropriate stakeholders with respect to modern slavery risks relating to the contract.</li> </ul> |
|       | <b>Illustrative examples:</b>     |           |                                  | <ul style="list-style-type: none"> <li>○ Engagement</li> <li>○ Co-design/creation</li> <li>○ Training and education - raising awareness and training employees and staff employed in the supply chain about modern slavery, including: <ul style="list-style-type: none"> <li>■ demonstrating leadership and an ongoing commitment to the agenda.</li> <li>■ nominating a lead within the organisation for accountability.</li> <li>■ media campaigns such as online, websites, social media, posters, training, events, through local charities and bodies.</li> <li>■ activities to assess levels of awareness with key stakeholders and developing a targeted response.</li> </ul> </li> <li>○ Partnering/collaborating</li> <li>○ Volunteering</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|       | <b>Standard Reporting Metrics</b> |           |                                  | <ul style="list-style-type: none"> <li>• Total percentage of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, as a proportion of the total FTE contract workforce, by UK region.</li> <li>• Number of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, by UK region.</li> <li>• Total percentage of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on apprenticeship</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

| Theme | Policy Outcome | Weighting                   | (As percentage of Social Value):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 25% Out of 10% |
|-------|----------------|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|       |                |                             | <p>schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.</p> <ul style="list-style-type: none"> <li>• Number of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, by UK region.</li> <li>• Total percentage of people from groups under-represented in the workforce on other training schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on other training schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.</li> <li>• Number of people from groups under-represented in the workforce on other training schemes (Level 2, 3, and 4+) under the contract, by UK region.</li> <li>• Percentage of all companies in the supply chain under the contract to have committed to the five foundational principles of good work.</li> <li>• Number of companies in the supply chain under the contract to have committed to the five foundational principles of good work.</li> <li>• Percentage of the supply chain for which supply chain mapping has been completed to the appropriate tier or to source in order to reduce the risks of modern slavery.</li> <li>• Number of people-hours devoted to supporting victims of modern slavery under the contract</li> </ul> |                |
|       |                | <b>Tenderer's Response:</b> | <p><i>In complying your answer, please refer to the <u>Social Value Model Quick Reference Table</u>, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |

**Table 9 - Social Value Scoring Criteria**

|                                                                 | Criteria for awarding score                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Score |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Excellent:<br>(exceeds all of the Model Award Criteria (MACs)). | <p>The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows:</p> <p>Very good understanding of the requirements.</p> <p>Excellent proposals demonstrated through relevant evidence.</p> <p>Considerable insight into the relevant issues.</p> <p>The response is also likely to propose additional value in several respects above that expected.</p> <p>The response addresses the social value policy outcome and also shows in-depth market experience.</p> | 100   |
| Very good:<br>(exceeds some of the Model Award Criteria (MACs)) | <p>The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <p>Good understanding of the requirements.</p> <p>Sufficient competence demonstrated through relevant evidence.</p> <p>Some insight demonstrated into the relevant issues.</p> <p>The response addresses the social value policy outcome and also shows good market experience.</p>              | 70    |
| Good: (meets all of the Model Award                             | <p>The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be</p>                                                                                                                                                                                                                                                                                                                                                                                                                                       | 30    |

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| Criteria (MACs))                                      | limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:<br>Good understanding of the requirements.<br>Sufficient competence demonstrated through relevant evidence.<br>Some insight demonstrated into the relevant issues.<br>The response addresses most of the social value policy outcome and also shows general market experience.                                                                                                                                                                               |    |
| Poor: (meets some of the Model Award Criteria (MACs)) | The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following:<br>There is at least one significant issue needing considerable attention.<br>Proposals do not demonstrate competence or understanding.<br>The response is light on detail and unconvincing.<br>The response makes no reference to the applicable sector but shows some general market experience.<br>The response makes limited reference (naming only) to the social value policy outcome set out within the invitation. | 10 |
| Fail                                                  | The response completely fails to meet the required standard or does not provide a proposal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 0  |

#### Question Section 2.14 – Reports

D53. This Question Section is weighted and equates to 20% of the overall non-cost (quality) score.

D54. In order for the Tenderer's Tender to meet the requirements of this Question Section 2.14 – Reports and to progress to Stage 3 (Negotiation) the Tenderer shall submit the Reference Reports listed in Table 11 (Technical Reporting Evaluation Plan) below.

D55. The Reports shall detail how the Tenderer will report certain aspects of technical information to the Authority in accordance with the Condition Survey Report and Technical Reporting requirements from the Statement of Technical Requirements (Schedule 2) and must meet the requirements set out in Part 2 – Technical Deliverables of Annex B to this DEFFORM 47. The Tenderer's Reports shall be clear, concise, and comprehensive.

D56. The Reports will be used as an indication of how the Tenderer will report these aspects of technical information throughout the Contract, so it is expected to contain a realistic level of detail given that the three report types will be expected to be delivered multiple times throughout the Contract. The scenarios set out in Part 3 – Technical Deliverables of Annex B to this DEFFORM 47 are to provide the Tenderer with examples of situations that could occur throughout the Contract. A comprehensive response outlining how the Tenderer would record and rectify defects and issues may extend to information that is outside of the scenarios given below. The Tenderer should be aware that the Reports submitted as Technical Deliverables will be used as a performance baseline for In-Service Condition Survey and Technical Reporting submissions throughout the Contract.

D57. Tenderers must use the Technical Reporting Templates provided as a baseline for meeting this requirement. Tenderers must not provide any documents in addition to the Technical Reporting Templates given, as they will not be evaluated.

D58. Each Report will also be reviewed and evaluated for compliance with the Authority's Statement of Technical Requirements (Schedule 2) and DEFFORM 47 Annex C (Schedule 2A (Statement of Technical Requirements – Pricing)).

D59. The Reports will be evaluated using the criteria in the scoring matrix at Table 10 (Technical Reporting Capability Assessment Scoring Scale) for all Reports in Table 11 (Technical Reporting Evaluation Plan).

D60. Each Report has a weighting expressed as a percentage (%) allocated to it, which are disclosed on Table 11 (Technical Reporting Evaluation Plan). The Capability Assessment Score gained in the Evaluation of each section will be multiplied by the relevant marks available to give a score for each section. These scores will be totalled to give an overall score for Technical Reporting. This overall score will be multiplied by 20% to give the non-cost score for Technical Reporting.

Table 10 – Technical Reporting Capability Assessment Scoring Scale

|                                                                                                                                                        | Criteria for awarding score                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Score |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Excellent:<br>(exceeds all of the criteria for the applicable Report as set out in Technical Deliverables - Part 2 – Reports of Annex B to DEFFORM 47) | The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows:<br>Very good understanding of the requirements.<br>Excellent proposals demonstrated through relevant evidence.<br>Considerable insight into the relevant issues.<br>The response is also likely to propose additional value in several respects above that expected.                                                                                                                      | 100   |
| Very good:<br>(meets all the criteria for the applicable Report as set out in Technical Deliverables - Part 2 – Reports of Annex B to DEFFORM 47)      | The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:<br>Very Good understanding of the requirements.<br>Sufficient competence demonstrated through relevant evidence.<br>Very Good insight demonstrated into the relevant issues.<br>The response addresses the criteria for the applicable Report Section and also shows good market experience. | 70    |
| Good: (meets most of the criteria for the applicable Report as set out in Technical Deliverables - Part 2 – Reports of Annex B to DEFFORM 47)          | The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be some minor issues that need further exploration or attention later in the procurement process. The response therefore shows:<br>Good understanding of the requirements.<br>Adequate competence demonstrated through relevant evidence.<br>Some insight demonstrated into the relevant issues.<br>The response addresses most of the criteria for the applicable Report Section and also shows general market experience.          | 30    |
| Poor: (meets some of the criteria for the applicable Report as set out in Technical Deliverables - Part 2 – Reports of Annex B to DEFFORM 47)          | The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following:<br>There is at least one significant issue needing considerable attention.<br>Proposals do not demonstrate competence or understanding.<br>The response is light on detail and unconvincing.                                                                                                                                                                                                   | 10    |

|      |                                                                                             |   |
|------|---------------------------------------------------------------------------------------------|---|
| Fail | The response completely fails to meet the required standard or does not provide a proposal. | 0 |
|------|---------------------------------------------------------------------------------------------|---|

Table 11 – Technical Reporting Evaluation Plan

| DSP Ref | Section Ref | Section Title                                                                          | Weighting (%) | Reference Report                                                                                       |
|---------|-------------|----------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------|
| 2.4.1   | 1           | Condition Survey Reporting                                                             | 40            | DES Ships Boats Survey and Trials Form Part 1A Condition Survey attached at Annex D to this DEFFORM 47 |
| 2.4.2   | 2           | Data Reporting and Corrective Action System Reporting (DRACAS)                         | 30            | DRACAS Report Template attached at Annex E to this DEFFORM 47.                                         |
| 2.4.3   | 3           | Documentation, Obsolescence, Reliability, Configuration and Security Reporting (DORCS) | 30            | DORCS Report Template attached at Annex F to this DEFFORM 47                                           |

D61. If a Tenderer is evaluated as scoring a 'zero (0)' for any Report listed in Table 11 (Technical Reporting Evaluation Plan) at Stage 4.a (Technical Envelope – Revise or Confirm Offer (ROCO) (Resubmission of Technical response)) your Tender will be deemed non-compliant and excluded from the tender process.

D62. If a Tenderer is evaluated as scoring less than 10 after the 20% weighting for this Question Section 2.14 has been applied at Stage 4.a (Technical Envelope – Revise or Confirm Offer (ROCO) (Resubmission of Technical response)), your Tender will be deemed non-compliant and excluded from the tender process.

Question Section 2.15 – Economic and Financial Standing

D63. This Question Section is Pass / Fail criteria and is included in the overall non-cost (quality) score.

D64. In order for the Tenderer's Tender to meet the requirements of this Question Section 2.14 – Economic and Financial Standing and to progress to Stage 3 (Negotiation) the Tenderer shall submit the Tender Deliverables listed in Table 15a (Economic and Financial Standing) below.

D65. This Economic and Financial Standing will be undertaken in accordance with the conditions as set out in Stage 6 (Boat Lot Allocation Threshold and Financial Cap).

Table 15a (Economic and Financial Standing)

| DSP Ref | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.15.1  | <p>What was the Tenderers Entity's overall turnover in each of the last three (3) financial years?</p> <p>Please enter the information in the following format for each year required: £..... for year ended DD/MM/YYYY</p> <p>Where the Tenderer is a consortium or association of economic operators, the financial information is required for each Tenderer Entity that is a member of the consortium or association. Where the Tenderer is a subsidiary of a group, the financial information is required for both the subsidiary and the parent company.</p> |

An assessment of a Tenderer's financial standing forms part of the Tender evaluation process. The Authority will assess the financial health of all Tenderer Entities. These are derived from the application of standard accounting measures to financial information that is provided by each Potential Provider or obtained from publicly available records. These measures are outlined within this Question Section 2.15.

Tenderers must provide responses to questions 2.15.1, 2.15.3, 2.15.4 and 2.15.5 which relate to the economic and financial standing of each Tenderer Entity and each part of question 2.15.7, 2.15.8 and 2.15.9 (which relates to parent company guarantees).

For the questions below, please provide the following:

|        |                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.15.3 | A copy of the Tenderers Entity's audited accounts for the most recent three (3) years.<br>OR<br>If the Tenderer Entity has been trading for fewer than three (3) years, for the period during which that Tenderer Entity has been trading.                                                                                                                                                                                |
| 2.15.4 | A statement of the Tenderer Entity's turnover, profit and loss account, and cash flow for the most recent 3 years of trading.                                                                                                                                                                                                                                                                                             |
| 2.14.5 | If the Tenderer Entity is unable to provide any of the items described in questions DSP 2.15.3 or 2.15.4 above, please provide alternative means of demonstrating financial status (for example, and without limitation or guarantee that such items will be accepted as suitable, a forecast of turnover for the current year and a statement of funding provided by the Tenderer Entity's owners or a registered bank). |

If:

- you have a parent company and/or ultimate parent company; or
- you are part of a group of economic operators which has formed a Potential Provider entity (such as a consortium, joint venture, special purpose vehicle or other association) which will contract with the Authority for provision of the services; or
- you are otherwise part of a Tenderer Entity or Tenderer Supply Chain but will not yourself contract directly with the Authority for the provision of the services (for example, because you will not be the head or prime contractor), please answer the following:

|        |                                                                                                         |
|--------|---------------------------------------------------------------------------------------------------------|
| 2.15.7 | You will be able to provide parent company accounts if requested as part of this question section 2.15? |
| 2.15.8 | If yes, would the parent company be willing to provide a guarantee if necessary?                        |
| 2.15.9 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?                            |

### Economic and Financial Standing Evaluation

D66. Each Tenderers Entity must provide responses to questions Economic and Financial Standing Question No 2 to Economic and Financial Standing Question No 4 in order for the Authority to carry out its financial health assessment. If a Tenderers Entity fails to provide the requested information, the Authority shall exclude the Tenderers from further participation in the Procurement.

#### Evaluation of economic and financial standing.

D67. The Authority will use the information provided in the responses to questions Economic and Financial Standing Question No 2 to Economic and Financial Standing Question No 4 to assess the financial standing of each Tenderers Entity in accordance with the qualification standards set out in Table 15 (Economic and financial standing qualification standards) below. The resulting assessment will lead to a PASS/FAIL evaluation based on whether the Tenderer has demonstrated, through meeting the qualification standards, that it has sufficient economic and financial standing to provide services of the technical scope and scale if selected as the winning Tenderer for the maximum number of boat lots permitted, that a Tenderer has submitted a bid for. Subject to paragraphs D68 and D69 and D70 and D71, the

Authority reserves the right to exclude a Tenderers Entity that does not meet the qualification standards set out in Table 15b (Economic and financial standing qualification standards) below.

**Table 15b - Economic and financial standing qualification standards**

| <b>Assessment</b>         | <b>Methodology</b>                                                                                                                                                                                                                                                                                                                                         | <b>Qualification standard</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| All financial information | The Authority will review all financial information obtained from the response provided to questions Economic and Financial Standing Question No 2 to Economic and Financial Standing Question No 4, the Tenderer accounts and the Company Watch credit rating check in order to establish a holistic view of the state of the Tenderers financial health. | Failure to provide the financial information requested in this ITN will result in the Tenderer failing to meet this qualification standard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Turnover                  | The Authority will review each Tenderer Entity's turnover for the three full financial years prior to the date of this ITN.                                                                                                                                                                                                                                | If the estimated annual contract value for this procurement exceeds fifty percent. (50%) of a Tenderer's annual turnover, the Tenderer will not meet this qualification standard.<br>Where the Tenderer intends to provide all or some of the services via a joint venture company, Consortium Member, or other special purpose vehicle, the Authority will apply the assessment equally to the Tenderers Entity.<br>Accordingly, where the value of a Tenderers Entity's intended contractual obligations and financial liabilities exceeds 50% of its annual turnover, the Tenderers Entity will not meet this qualification standard. |
| Liquidity ratios          | A Tenderers Entity's current assets are divided by current liabilities to establish if there are sufficient assets to cover all of the Tenderer Entity's liabilities as they fall due over the course of one year.                                                                                                                                         | The Authority requires a Tenderers Entity to have: <ul style="list-style-type: none"> <li>• a minimum current ratio of 1.0; and</li> <li>• a minimum acid test ratio of 0.8.</li> </ul> If these ratios are not met, the Tenderers Entity will not meet this qualification standard.                                                                                                                                                                                                                                                                                                                                                     |
| Company Watch             | Company Watch "H-Score" (an overall measure of a business' financial health – for more information, see <a href="http://www.companywatch.net/analYTics-insight/h-score">www.companywatch.net/analYTics-insight/h-score</a> ).                                                                                                                              | If a Tenderers Entity does not have a score of 20 or above, the Tenderers Entity will not meet this qualification standard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

D68. If a Tenderers Entity meets all of the qualification standards set out in Table 15b (Economic and financial standing qualification standards) above, they will be awarded a PASS. Subject to paragraph D69 below, if a Tenderers Entity does not meet one or more of the qualification standards set out in Table 15b above, the Authority may award a FAIL for this evaluation (detailed below):

- a. If a Tenderers Entity does not meet any of the qualification standards the Tenderers Entity will be awarded a FAIL for this evaluation without request of parent company or bank guarantee.
- b. If a Tenderers Entity meets Company Watch qualification standard only but does not meet the remaining qualification standards the Tenderers Entity will be awarded a FAIL for this evaluation without request of parent company or bank guarantee.
- c. If a Tenderers Entity meets Net Debt qualification standard but does not meet the remaining qualification standards the Tenderers Entity will be awarded a FAIL for this evaluation without request of parent company or bank guarantee.
- d. If a Tenderers Entity meets Liquidity Ratio qualification standard only but does not meet the remaining qualification standards the Tenderers Entity will be awarded a FAIL for this evaluation without request of parent company or bank guarantee.
- e. If the Tenderers Entity fails to meet the Turnover qualification standard but does meet all of the remaining qualification standards, the Tenderers Entity will be required to provide evidence that its parent company can meet the turnover qualification standard. The parent company shall then be assessed in accordance with the same criteria as the Tenderers Entity. If such criteria are met the Tenderers Entity will be awarded a PASS for this section of the evaluation and the Tenderers Entity shall be required to provide a parent company guarantee.

D69. Save where specifically stated that the Authority shall not request a parent company or bank guarantee, The Authority may choose not to award a FAIL despite a Tenderers Entity not meeting a qualification standard if:

- f. the Tenderer can provide a parent company guarantee that:
  - i. meets the requirements set out in paragraphs D70 to D72 below; and
  - ii. in the Authority's opinion, gives the Authority sufficient comfort that the risks associated with the Tenderer not meeting the qualification standard(s) will be effectively managed by the guarantee; and/or
- g. the Authority considers that there are appropriate mitigating factors demonstrating that the reason(s) behind not meeting the qualification standard(s) are either:
  - i. unlikely to recur; or
  - ii. unlikely to expose the Authority to a significant degree of risk if a contract were to be awarded to the Tenderer at the end of the procurement.

#### **Parent company guarantees and bank guarantees**

D70. The Authority may also require a parent company guarantee from a Tenderers Entity's ultimate parent company. The Authority may require this in a number of circumstances, including where:

- h. There is a failure to meet one or more of the qualification standards described at paragraph D67 above;
- i. The Tenderer that would contract with the Authority is a dormant or "shell" company for an intermediary company;

- j. The contracting entity would be a joint venture company, Consortium Member, or other special purpose vehicle; or
- k. The contracting entity otherwise:
  - i. Has no adequate financial track record that the Authority is able to assess; or
  - ii. Lacks the financial capacity required to perform the services provided under BISS26 but is otherwise, in the Authority's opinion, financially sound.

D71. The financial standing of any such parent company will be assessed in the same way as if the parent company were a Tenderers Entity. Where a Tenderer does not have an ultimate parent company, the Authority may request a bank guarantee be obtained instead.

D72. In the event that a parent company guarantee, or bank guarantee is required, you will be informed at Stage 3 (Negotiation).

### **Commercial Envelope**

#### **Question Section 3.2 – Price**

D73. This Question Section is Pass / Fail criteria and is the overall Price.

D74. In order for the Tenderer's Tender to meet the requirements of this Question Section 3.2 – Price and to progress to the MEAT Value for Money Index calculation undertaken in the Commercial Envelope in accordance with paragraph D92 to D95 below, the Tenderer at DSP Reference 3.2.1 shall have entered the total tender cost to be entered is to be the figure in Cell BX7 to Table 99 (Calculation Sheet) of DEFFORM 47 Annex C (Schedule 2A - Statement of Technical Requirements - Pricing).

#### **Question Section 3.3 - Commercial Deliverables – Part A (Priced)**

D75. This Question Section is Pass / Fail criteria.

D76. In order for the Tenderer's Tender to meet the requirements of this Question Section 3.3 – Commercial Deliverables (Priced) and to progress to the MEAT Value for Money Index calculation undertaken in the Commercial Envelope in accordance with paragraph D92 – D95 below, the Tenderer shall have met all of the evaluation criteria listed below in Table 10 – Commercial Deliverables PRICED – Capability Assessment Scoring Scale)

**Table 10 – Commercial Deliverables PRICED – Capability Assessment Scoring Scale**

| <b>DSP Ref</b> | <b>Tender Document</b>                                                           | <b>Evaluation Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Evaluation Marking</b> |
|----------------|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 3.3.1          | PRICED<br>DEFFORM 47<br>Annex A –<br>Tender<br>Submission<br>Document<br>(Offer) | <p>The Tenderer shall submit a PRICED DEFFORM 47 Annex A - Tender Submission Document (Offer) including all of the Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer) in accordance with Paragraphs E6 and F18 and F19 of this DEFFORM 47</p> <p>The total tender cost to be entered is to be the figure in Cell BX7 to Table 99 (Calculation Sheet) of DEFFORM 47 Annex C (Schedule 2A</p> | Pass / Fail               |

| DSP Ref | Tender Document                                                                         | Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                         | Evaluation Marking                                                                                                                |
|---------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
|         |                                                                                         | <p>- Statement of Technical Requirements – Pricing)</p> <p>Tenderers are to note that Defence Sourcing Portal (DSP) only allows one attachment to be uploaded per tender document. Therefore, Tenderer's are to upload one zipped file for this tender document.</p> <p>The Maximum size of the zipped file that can be uploaded is 500MB.</p>                              |                                                                                                                                   |
| 3.3.2   | PRICED DEFFORM 47 Annex C (Schedule 2A - Statement of Technical Requirements – Pricing) | The Tenderer shall submit a PRICED DEFFORM 47 Annex C (Schedule 2A - Statement of Technical Requirements – Pricing)                                                                                                                                                                                                                                                         | Pass / Fail                                                                                                                       |
| 3.3.3   | DEFFORM 47 Annex C (Schedule 2A – Statement of Technical Requirements – Pricing)        | <p>The Tenderer shall confirm that they have submitted a fully completed and priced DEFFORM 47 Annex C (Schedule 2A – Statement of Technical Requirements – Pricing) for all items and years against each tab to Commercial Envelope – Question Section 3.3 – Commercial Deliverables PRICED. Please refer to the instruction tab within this Annex on how to complete.</p> | <p>Pass / Fail</p> <p>Fail = prices / rates have not been submitted for every item that requires a price / rate to be entered</p> |

D77. If a Tenderer is evaluated as scoring a 'Fail' for the Tender Documents in Table 10 (Commercial Deliverables PRICED – Capability Assessment Scoring Scale) at Stage 4.b (Commercial Envelope – Best and Final Offer (BAFO)) your Tender will be deemed non-compliant and excluded from the tender process.

#### Clarification of your Tender

D78. After evaluation of Question Sections 2.1 to 2.15 and 3.2 and 3.3, under Stage 2.a (Technical Envelope Evaluation (Non-Cost Criteria)) and Stage 2.b (Commercial Envelope Evaluation (Cost)) the Authority may need to request clarification if your tender:

- contains inconsistent or contradictory information on specific issues;
- is not clear when describing what it is offering;
- contains minor mistakes or omissions.

#### Initial Non-Cost Evaluation

D79. Individual evaluators will upload their initial scores and comments for all Question Sections under Stage 2.a (Technical Envelope Evaluation) to inform the negotiations at Stage 3. The outcome of this initial evaluation therefore will not be published to Tenderers via DSP.

### **Stage 3 - Negotiation**

D80. A single round of face to face negotiation will be undertaken with each Stage 2.a (Technical Envelope Evaluation (Non-Cost Criteria)) and Stage 2.b (Commercial Envelope Evaluation (Cost)) Tenderer, at a time and location to be determined by the Authority. During these meetings, the Tenderer shall:

- a. Provide a presentation (of maximum one hour duration) summarising their technical response to the requirement, as described in their IPMP. The Authority reserves the right to clarify the contents of the IPMP based upon this presentation.
- b. Provide a response to clarifications submitted under paragraph D78 above.
- c. Describe the assumptions made to develop their pricing and their understanding of the tariff items, where the Authority suspects that there are significant discrepancies in the assumptions or understanding of the Tenderers whilst deriving prices for individual tariff items.

D81. You will be informed whether:

- a. a Bank or Parent Company Guarantee is not required; or
- b. a Bank or Parent Company Guarantee(s) may be required, which will apply to all the Boat lots if you are potentially selected as the winning Tenderer in accordance with paragraphs D82 to D83 below.

D82. In the event that you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.

D83. Any Terms and Conditions that have been amended in line with Question Section 2.2 (Commercial Deliverables – Part B) shall be negotiated at this point in time. The Authority will focus on amendments made that materially or adversely affect the allocation of risk and/or the Authority's rights and/or obligations.

### **Stage 4.a – Technical Envelope – Revise or Confirm Offer (ROCO) (Resubmission of Technical response)**

D84. Following completion of Stage 3 (Negotiation) with all Stage 2.a (Technical Envelope Evaluation) and Stage 2.b (Commercial Envelope Evaluation) Tenderers, Revise or Confirm Offer (ROCO) (Resubmission of Technical response) under the Technical Envelope will be sought. At this Stage 4.a (Technical Envelope – Revise or Confirm Offer (ROCO) (Resubmission of Technical response)) changes shall be limited to Question Sections 2.1 to 2.15 of the Technical Envelope, as a result of clarifications issued by the Authority under paragraph D80.a and D80.b only. Best and Final Offer (BAFO) changes to Price will be addressed at Stage 4.b (Commercial Envelope – Best and Final Offer (BAFO)) and shall not be considered at this Stage. In the Tenderers response each Tenderer shall identify those parts of the original proposal which have changed, to be highlighted in a different colour and must be within the original tender page limits, if applicable. All sides of A4 that exceeds more than the sides of A4 specified, will not be considered by the Authority. Tenderers must provide a table that summarises the changes that have been made in their revised Tender for reference purposes noting that the Authority will only evaluate those changes that have

been clearly highlighted and referenced. This element is not included within the original tender page limits. Each Tenderer shall also confirm that all other elements of their originally tendered proposal remain unchanged. This element is also not included within the original tender page limits.

- D85. After negotiation of the Terms and Conditions at Stage 3 (Negotiation), each Tenderer shall resubmit a track changed version of the Terms and Conditions. If the Authority deems that any of these negotiable Terms and Conditions score less than 7 in line with Table 1e (Commercial Deliverables – Part B – Negotiable Terms and Conditions only – Commercial Scoring Matrix), your Tender will be deemed non-compliant and excluded from the tender process.
- D86. The Tenderers will be advised by the Authority of the date on which the Revise or Confirm Offer (ROCO) (Resubmission of Technical response) is to be submitted to the Authority, which shall be submitted in accordance with Section E of this DEFFORM 47.
- D87. Following submission of revised Tender documentation, the Authority will carry out a re-evaluation of the amended documentation in accordance with the marking criteria under Question Sections 2.1 to 2.14 of the Technical Envelope to determine the final Non-cost score. To move forward to Stage 4.b (Commercial Envelope – Best and Final Offers (BAFO)) the Tenderer must achieve a:
- score above 'zero (0)', and/or "Pass" against all elements in Question Sections 2.1 to 2.12 and Question Section 2.14 2 under the Technical Envelope; and
  - score above 'zero (0)' or 'ten (10)' against all elements in Question Section 2.13 under the Technical Envelope.
- D88. Any Tenderer deemed non-compliant at Stage 4.a (Technical Envelope – Revise or Confirm Offer (ROCO) (Resubmission of Technical response)) in accordance with D87 above your Tender will be deemed non-compliant and excluded from the tender process.

#### **Stage 4.b – Commercial Envelope – Best and Final Offers ("BAFO")**

- D89. Following completion of the Stage 4.a (Technical Envelope – Revise or Confirm Offer (ROCO) (Resubmission of Technical response)) BAFOs will be sought and is limited to the Tender Documents required under the Commercial Envelope. In the Tenderers BAFO response each Tenderer shall identify those parts of the original proposal which have changed. Each Tenderer shall also confirm that all other elements of their originally tendered proposal remain unchanged.
- D90. The Tenderers will be informed of their relative ranking position based on the prices offered in Stage 2.b (Commercial Envelope Evaluation (Cost)), and how many other tenderers are still in contention.
- D91. The Tenderers will be advised by the Authority of the date on which the BAFO is to be submitted to the Authority, which shall be submitted in accordance with Section E of this DEFFORM 47.

#### **Stage 5 - Most Economically Advantageous Tender (MEAT) – Value for Money Index Calculation**

- D92. The total non-cost score will be calculated as the total scores for Question Sections 2.1 to Question Section 2.15 under the Technical Envelope.
- D93. To calculate the Value of Money Index, the non-cost score will be divided by the Tender Cost to obtain a Value for Money Index score, to five decimal places. This Value for Money Index

will be multiplied by 1000000 to two decimal places to get a readable score. The Tenderer with the highest Value for Money Index score will be the highest ranked tenderer for this stage. Tenderers are to note that the Tender Cost will be adjusted to account for Net Present Value (NPV). The NPV adjustment will involve converting the outturn prices (tendered prices) to constant prices by the application of a GDP deflator and then applying the Treasury Discount Factor of 3.5% to produce a Net Present Value by the Authority. This NPV Adjusted Price of the Tender Cost is what will be taken forward for MEAT evaluation.

- D94. In the event that more than one Tenderer has the same Value for Money Index score, multiplied by 1000000 to two decimal places, Tenderers will be ranked according to the Tenderer who has the highest Non-Cost Score.
- D95. The Tenderer with the highest Value for Money Index to two decimal places will be ranked first and will be the Authority's preferred Tenderer and will be awarded the Contract.

## **Stage 6 - Boat Lot Allocation Threshold and Financial Cap**

### Boat Lot Allocation

- D96. Following the outcome of Stage 5 (Most Economically Advantageous Tender (MEAT) – Value for Money Index Calculation), the Authority will apply the Boat Lot Allocation Conditions to determine the preferred Tenderer for each Lot, as described below:
- The maximum number of lots a supplier can be awarded is four (4) lots; and
  - The maximum number of Lots a single Tenderer is eligible to win cannot exceed the Lot Allocation Threshold of 21 points as, identified in the table below; and

Table 11 – Points allocation per lot

| Boat Lot ID in priority order | User Base                  | Points Allocation |
|-------------------------------|----------------------------|-------------------|
| Lot 1                         | UK STRATCOM                | 10                |
| Lot 2                         | RN/RFA                     | 10                |
| Lot 3                         | MOD Police                 | 6                 |
| Lot 4                         | Overseas Boats             | 6                 |
| Lot 5                         | P2000 Boats                | 5                 |
| Lot 6                         | Workboats                  | 5                 |
| Lot 7                         | Army Boats                 | 5                 |
| Lot 8                         | UK Operations Boats        | 5                 |
| Lot 9                         | Support and Training Boats | 1                 |

- Where a Tenderer is found to have the MEAT for more than twenty-one (21) points and/or 4 lots, the Tenderer will be awarded the highest priority Lots on the Authority's Lot's order of precedence list (Table 11 above) provided this does not exceed four (4) awarded lots in total, and;
- Ensuring a tenderer can only win one (1) '10 Point' lot.
- Notwithstanding points D96.i to D96.iv above, each Tenderer will not automatically be eligible to win an accumulative value of Lots, which is higher than their financial cap, which will be notified to the Contractor at commencement Stage 3 (Negotiations), should you not be able to obtain the appropriate financial securities as set out at D98 to D105.

## Financial Cap

D97. Each Tenderer had a financial cap issued to them as part of Stage 3 (Negotiation) and this has been calculated in accordance with the Boat Lot Allocation conditions at paragraph D96 above, using the estimated boat lot values as detailed in Table 12 (Estimated Boat Lot Values). This figure has been calculated using 50% of the Tenderer's Annual Turnover from the most recent full audited accounts submitted under Stage 2.a (Technical Envelope Evaluation (Non-Cost Criteria) and if applicable Stage 4.a (Technical Envelope – Revise of Confirm Offer (ROCO) (Resubmission of Technical Response)).

Table 12 (Estimated Boat Lot Values)

| <b>Boat Lot Number</b> | <b>Estimated Boat Lot Value Range (VAT inc)</b> | <b>Estimated Annual Contract Value (VAT inc)</b> |
|------------------------|-------------------------------------------------|--------------------------------------------------|
| 1                      | £48,000,000 and £53,750,000                     | £7,250,000                                       |
| 2                      | £24,500,000 and £27,500,000                     | £3,750,000                                       |
| 3                      | £43,500,000 and £48,500,000                     | £6,500,000                                       |
| 4                      | £18,250,000 and £20,500,000                     | £2,750,000                                       |
| 5                      | £24,500,000 and £27,250,000                     | £3,750,000                                       |
| 6                      | £11,500,000 and £12,750,000                     | £1,750,000                                       |
| 7                      | £22,250,000 and £25,000,000                     | £3,375,000                                       |
| 8                      | £21,750,000 and £24,250,000                     | £3,250,000                                       |
| 9                      | £24,000,000 and £26,750,000                     | £3,625,000                                       |

## Financial Cap Process

### **Award of a Single Lot**

D98. Where a contractor has been awarded a single lot, and a Bank Guarantee or Parent Company Guarantee is required then one will be requested in the form of DEFFORM 24 and/or DEFFORM 24A as required under Appendix 1 to DEFFORM 47 Annex A (Offer). No contract will be awarded until a suitable Parent Company or Bank Guarantee provided by a recognised bank with good financial standing is in place.

### **Award of Multiple Lots**

D99. Where a contractor has been awarded multiple lots, in the event that a Parent Company or Bank Guarantee is required, then one will be requested, for each applicable Boat Lot, irrespective if certain boats lots are below their financial cap, in the form of DEFFORM 24 and/or DEFFORM 24A, as required under Appendix 1 to DEFFORM 47 Annex A (Offer). No contract will be awarded until a suitable Parent Company or Bank Guarantee provided by a recognised bank with good financial standing is in place.

D100. The value of the Parent Company Guarantee or Bank Guarantee shall be the total combined annual turnover of each lot awarded to a successful tenderer. Where a lot has been awarded which does not trigger the need for a bank or Parent Company Guarantee but is later requested following this need being triggered by the award of an additional lot taking the tenderer over the financial cap, then the contractor will be expected to provide a Bank or Parent Company Guarantee as detailed at D99.

D101. Should the tenderer NOT wish to obtain a Parent or Bank Guarantee for the combined value of awarded lots, then the Authority reserves the right to reverse the award decision of the lot which triggered the need for a Bank or Parent Company Guarantee and award the contract to the next MEAT. The tenderer would still be awarded any previous lots which did not trigger the need for a Parent or Bank Guarantee.

D102. Once the MEAT scores have been established in accordance with Stage 5 – Most Economically Advantageous Tender, the Authority will be in the position to identify the value

of any Bank Guarantee required by each Tenderer dependant on which Lot(s) each Tenderer has been awarded. The Authority will formalise this in writing at the appropriate time.

- D103. As highlighted at D101 the Tenderer shall not be entitled to win any Lot or Lots that require the Tenderer to provide a Bank Guarantee that exceeds the Bank Guarantee value notified at Stage 3 (Negotiation). In the event you do achieve MEAT score for one (1) or more Lot(s) that would require a higher Bank Guarantee this Lot will pass to the next MEAT submission.
- D104. After being informed by the Authority of the need to obtain financial securities, Tenderers will have ten (10) calendar days to secure a signed Parent Company Guarantee or a Bank Guarantee.
- D105. The Authority recognises that in the event a Tenderer breaches the financial cap on more than one occasion during the process of awarding each Lot the Tenderer may need to seek an increase in the value of the Bank Guarantee from their nominated bondsman. In the event this situation arises, on each occasion this happens the Tenderer will be given ten (10) calendar days to secure an increase to the Bank Guarantee.
- D106. The flow chart at Appendix 1 to Section D has been provided to help clarify the Bank Guarantee / Parent Company Guarantee process.
- D107. Examples showing the results of the Stage 5 and Stage 6 process can be seen at Table 7 below. All figures used are for example purposes only.

Table 7 – Lot Allocation Scenario

| Lot* | Lot Category    | Value | 1 <sup>st</sup> MEAT | 2 <sup>nd</sup> MEAT | Comment                                                                                                                                                                                                                                                                                        |
|------|-----------------|-------|----------------------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | Cat A<br>10 Pts | £8M   | Tenderer A           | Tenderer B           | Tenderer A has the MEAT for Lot 1 and the cumulative value of Lots won is less than their financial cap, so is awarded Lot 1.                                                                                                                                                                  |
| 2    | Cat A<br>10 Pts | £14M  | Tenderer A           | Tenderer B           | Tenderer A has the MEAT for Lot 2 but is only eligible to win a maximum of 4 Lots and can only win 1 Cat A lot. The highest 4 lots won in the order of precedence are awarded to Tenderer A. Tenderer B has the next MEAT and the value is less than their financial cap, so is awarded Lot 2. |
| 4    | Cat B<br>6 Pts  | £10M  | Tenderer A           | Tenderer B           | Tenderer A has the MEAT for Lot 4 and the value is less than their financial cap, so is awarded Lot 4.                                                                                                                                                                                         |
| 5    | Cat C<br>5 Pts  | £6M   | Tenderer A           | Tenderer B           | Tenderer A has the MEAT for Lot 5 but the cumulative value of Lots won is greater than their financial cap. Tenderer A is able to obtain the necessary financial securities, so is awarded Lot 5.                                                                                              |
| 6    | Cat C<br>5 Pts  | £4M   | Tenderer A           | Tenderer B           | Tenderer A has the MEAT for Lot 6 but is only eligible to win a maximum of 4 Lots. The highest 4 lots won in the order of precedence are awarded to Tenderer A. Tenderer B has the next MEAT and the cumulative value is less than                                                             |

|  |  |  |  |  |                                           |
|--|--|--|--|--|-------------------------------------------|
|  |  |  |  |  | their financial cap, so is awarded Lot 6. |
|--|--|--|--|--|-------------------------------------------|

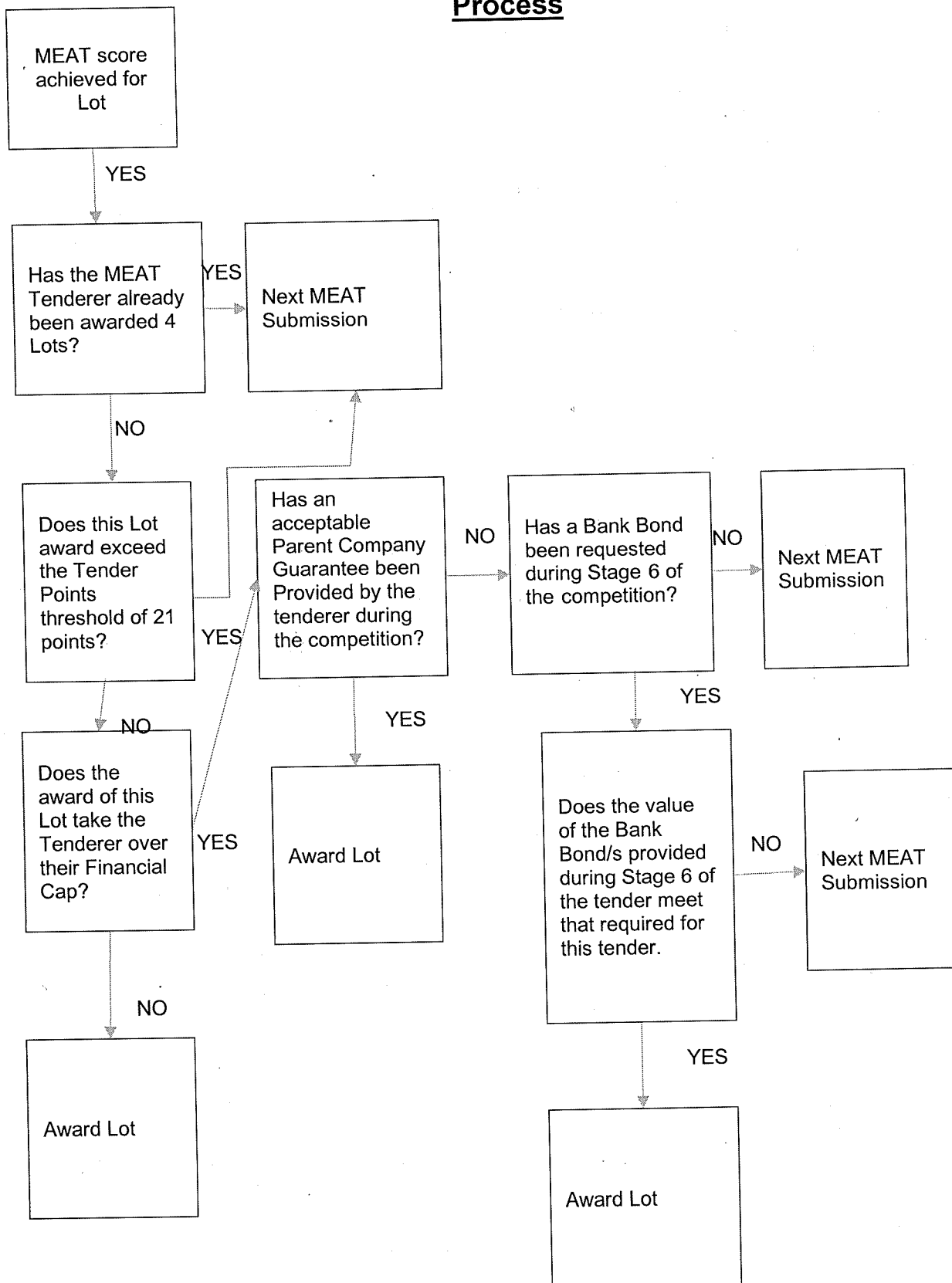
### **Stage 7 – Contract Award**

- D108. Once the winning Tenderer has been selected for each Lot, the Authority will issue Standard Notice of Contract Award Decision letters and invoke a standstill period.
- D109. The Contract Award Letters shall be issued in order of Award Category, meaning that Category B Contracts will NOT be offered to winning tenderers until such time as the Category A contracts have been accepted and the standstill period for Category A contracts have concluded. ONLY at this point shall the Authority commence offering contracts in the next corresponding Category. A process Map is provided at Appendix 3 to Section D.
- D110. Should a tenderer reject any offer of contract for a particular lot, the offer will be withdrawn and will be allocated to the next qualifying MEAT tenderer for that particular lot.
- D111. Further to D108 above, should the Tenderer be selected as the winning Tenderer for Lot 1 UKSTRATCOM then confirmation of 'Facilities Security Status (FSC)' will be required before any Contract is awarded.

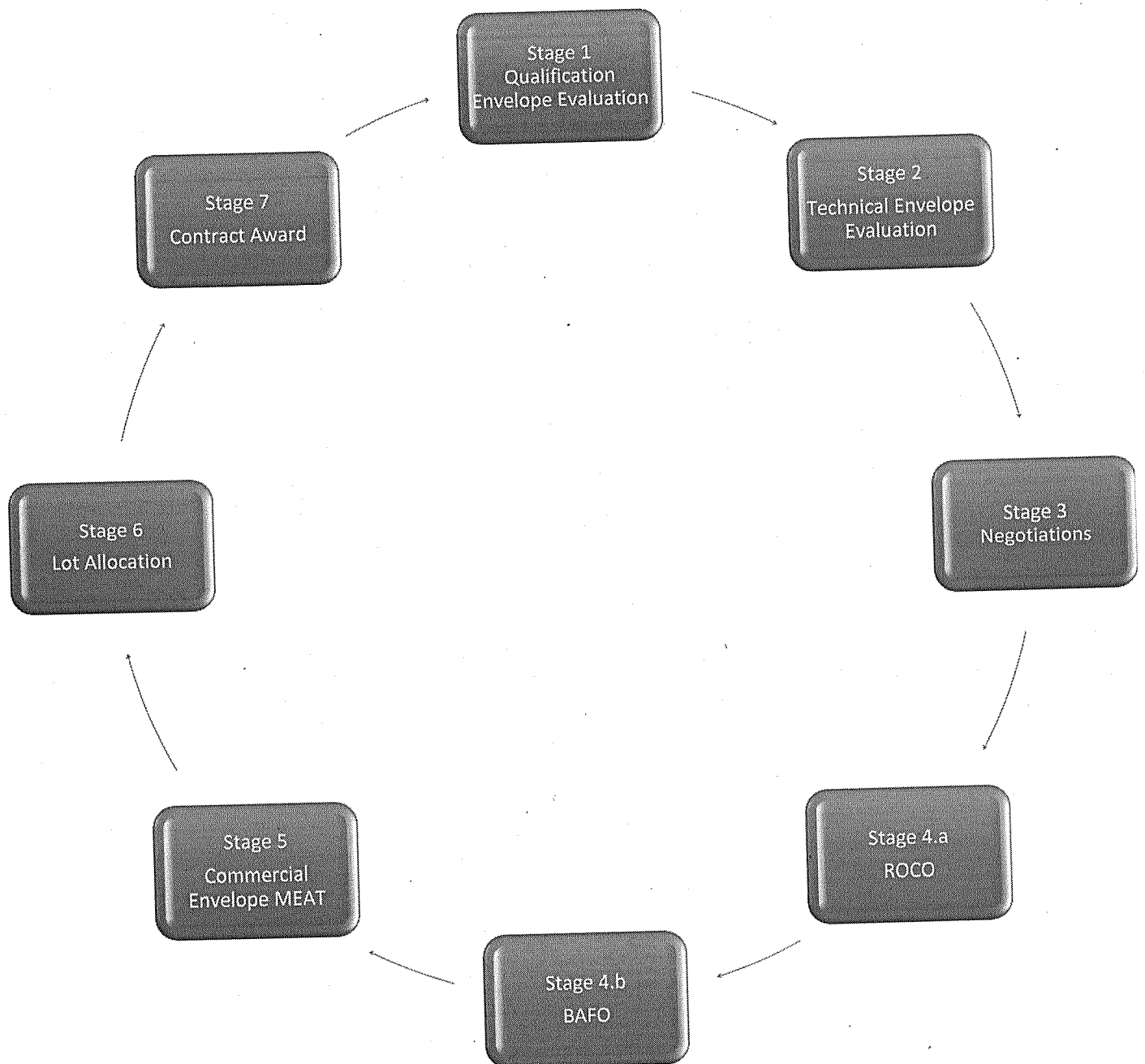
**Table 8 – Lots order of precedence**

| (1) Lot | (2) Title                       | (3) Award Category |
|---------|---------------------------------|--------------------|
| (4) 1   | (5) UK STRATCOM                 | (6) A              |
| (7) 2   | (8) RN/RFA                      | (9) A              |
| (10) 3  | (11) MOD Police                 | (12) B             |
| (13) 4  | (14) Overseas Boats             | (15) B             |
| (16) 5  | (17) P2000 Boats                | (18) C             |
| (19) 6  | (20) Workboats                  | (21) C             |
| (22) 7  | (23) Army Boats                 | (24) C             |
| (25) 8  | (26) UK Operations Boats        | (27) C             |
| (28) 9  | (29) Support and Training Boats | (30) D             |

## Appendix 1 to Section D - Bank Guarantee / Parent Company Guarantee Process

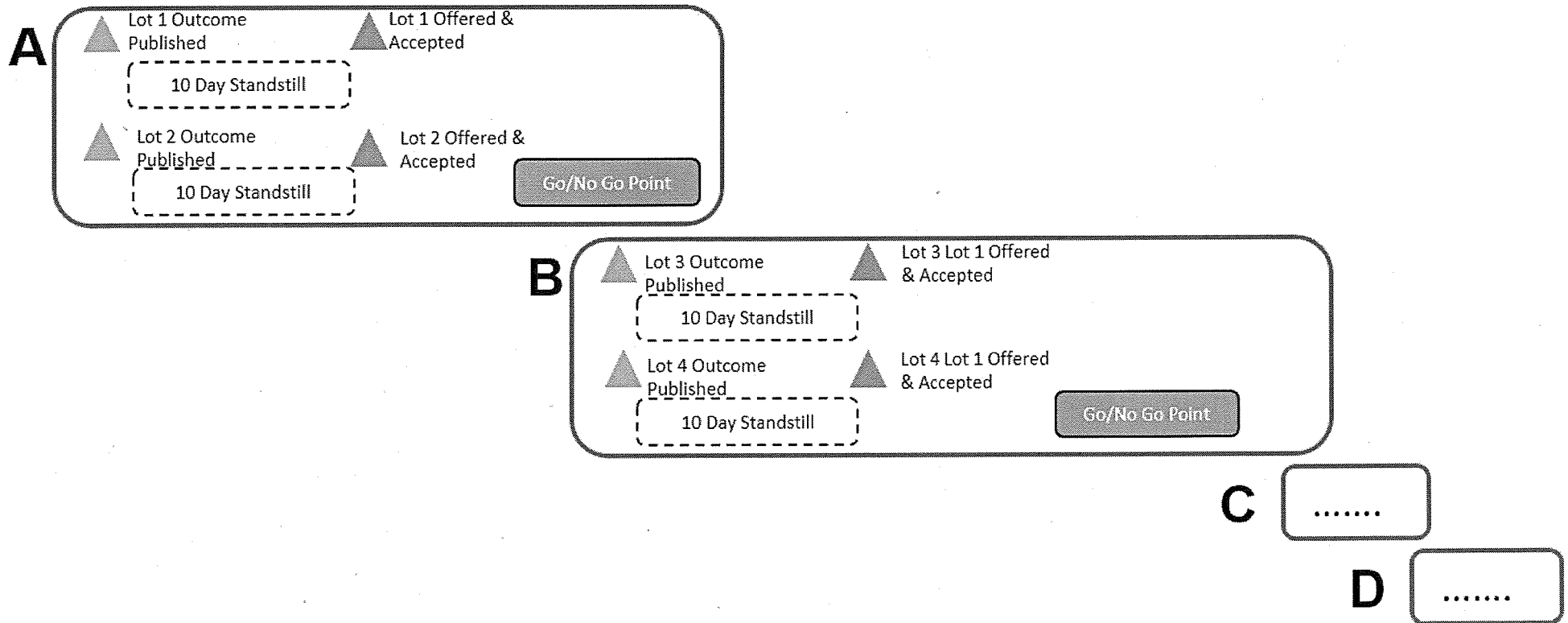


## Appendix 2 to Section D – Tender Evaluation Process



## Appendix 3 to Section D – Contract Award Process

### Contracts Awarded at Tier Level



### Appendix 4 to Section D – Value for Money Index example

|          | Non-Cost Score |     |      |      |      |      |      |      |      |      |      |      |        |         |      |       | NPV Cost<br>Vat ex | VFM<br>Index | Rank |
|----------|----------------|-----|------|------|------|------|------|------|------|------|------|------|--------|---------|------|-------|--------------------|--------------|------|
| QS       | 2.1            | 2.2 | 2.3  | 2.4  | 2.5  | 2.6  | 2.7  | 2.8  | 2.9  | 2.10 | 2.11 | 2.12 | 2.13   | 2.14    | 2.15 | Total |                    |              |      |
| Tenderer | CD             | CD  | SoTR | IPMP | IPMP | IPMP | IPMP | IPMP | IPMP | IPMP | IPMP | IPMP | Social | Reports | F&ES |       |                    |              |      |
|          | 1              | 2   |      | 1    | 2    | 3    | 4    | 5    | 6    | 7    | 8    | 9    | Value  |         |      |       |                    |              |      |
|          | P/F            | 5%  |      | P/F  | 10%  | 5%   | P/F  | 10%  | 5%   | 5%   | 5%   | 5%   | 5%     |         |      |       |                    |              |      |
|          | P              | 5   | P    | 3    | 1.5  | P    | 10   | 1.5  | 5    | 1.5  | 3.5  | 1.5  | 7.5    | 14      | PCG  | 54    | £8,987,547         | 6.01         | 2    |
| A        | P              | 5   | P    | 3    | 5    | P    | 1    | 5    | 0.5  | 1.5  | 1.5  | 1.5  | 10     | 15.8    | P    | 49.8  | £9,543,990         | 5.22         | 3    |
| B        | P              | 3.5 | P    | 3    | 3.5  | P    | 7    | 3.5  | 1.5  | 3.5  | 3.5  | 3.5  | 3      | 20      | P    | 55.5  | £8,761,766         | 6.33         | 1    |
| C        | P              | 3.5 | F    | 3    | 1.5  | P    | 3    | 5    | 1.5  | 0.5  | 1.5  | 1.5  | 7.5    | 3.2     | P    | 31.7  | £10,654,612        | NR           |      |
| D        | P              | 3.5 | P    | 3    | 0    | P    | 1    | 1.5  | 3.5  | 1.5  | 0.5  | 1.5  | 10     | 10.8    | BG   | 36.8  | £11,699,341        | NR           |      |
| E        |                |     |      |      |      |      |      |      |      |      |      |      |        |         |      |       |                    |              |      |

## **Section E – Instructions on Submitting Tenders**

### **Submission of your Tender**

E1. Your Tender and any ITN Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by 16:00 on 31 Mar 25. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITN [insert reference number].

E2. Your priced Tender and priced ITN Documentation must only be submitted to the commercial envelope of the DSP ITN. You must ensure that there are no prices present in the technical or qualification (if applicable) envelopes of the DSP ITN. The Authority has the right to request, at its discretion, that any pricing information found in the technical or qualification (if applicable) envelopes is redacted in accordance with paragraph E3.

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

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact Simon.Randy @ [simon.randy948@mod.gov.uk](mailto:simon.randy948@mod.gov.uk) if you have a requirement to submit documents above OFFICIAL SENSITIVE

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITN documentation into the DSP. You must contact Simon.Randy @ [simon.randy948@mod.gov.uk](mailto:simon.randy948@mod.gov.uk) to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

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

### **Lots**

E7. This requirement has not been split into lots.

### **Variant Bids**

E8. The Authority will not accept variant bids.

### **Samples**

E9. Samples are not required.

## **Section F – Conditions of Tendering**

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

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

- a. vary the terms of this ITN in accordance with applicable law;
- b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
- c. visit your site;
- d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITN;
- e. disqualify any Tenderer that is guilty of misrepresentation in relation to their Tender, expression of interest, the dynamic PQQ or the tender process;
- f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34;
- g. withdraw this ITN at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
- h. re-issue this ITT on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014;
- i. choose not to award any Contract as a result of the current tender process;
- j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

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

### **Conforming to the Law**

F4. You must comply with all applicable UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender will 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 suspected or actual bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

## Conflicts of Interest

F7. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

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

F8. Where you have provided advice to the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential Conflict of Interest (COI) exists, arises or may arise or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must notify the Authority immediately.

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

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

F10. Tenderers are ultimately responsible for ensuring that no Conflicts of Interest exist between the Tenderer and their advisers, and the Authority and its advisers. Any Tenderer who fails to comply with the requirements described at paragraphs F7 to F10 (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

## Government Furnished Assets

F11. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

## **Standstill Period**

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

## **Publicity Announcement**

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

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

## **Sensitive Information**

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

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

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Sensitive Information in accordance with the provisions of this ITT) to any Third Party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

## **Reportable Requirements**

F18. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you must attach the relevant information with the tender submission.

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

## **Russian and Belarusian Suppliers, Products and Services**

F20. Except as set out in PPN 01/22, the Authority will not be accepting Tenders that:

- a. contain any Russian / Belarusian products and/or services; and/or
- b. are linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian / Belarusian person or entity. Please note that this does not include companies:
  1. registered in the UK or in a country with which the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement; and/or

2. which have significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement.

F21. Tenderers must confirm in writing that their Tender, including any element that may be provided by any part of the Contractor's supply chain, does not contain any Russian / Belarusian products and/or services.

F22. Tenderers must include provisions equivalent to those set out in this clause in all relevant Sub-Contracting Arrangements.

### **Transfer Regulations - Transfer of Undertaking (Protection of Employment) (TUPE)**

A38. If TUPE is applicable this requirement, applicable information will be issued in early Feb 25.

## Ministry of Defence

## Tender Submission Document (Offer) – Ref Number [ITT - .....]

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 and ITT Material, 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 Terms & 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                                                                                                                                                             |                             |                         |                               | Yes / No     |
| <b>Total Value of Tender (excluding UK VAT)</b>                                                                                                                                                                                                       |                             |                         |                               |              |
| £ .....                                                                                                                                                                                                                                               |                             |                         |                               |              |
| WORDS .....                                                                                                                                                                                                                                           |                             |                         |                               |              |
| <b>UK Value Added Tax</b>                                                                                                                                                                                                                             |                             |                         |                               |              |
| If registered for Value Added Tax purposes, 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</b> (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):                                                                                                                                            |                             |                         | <b>Tenderer's Declaration</b> |              |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528.                                                                                                   |                             |                         | Yes* / No                     |              |
| Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?                                                                                                                                      |                             |                         | Yes*/No                       |              |
| Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & 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 and attached a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service, together with a Cyber Implementation Plan as appropriate?                                                                                |                             |                         | Yes* / No / N/A               |              |
| Have you completed Form 1686 for Sub-Contracts?                                                                                                                                                                                                       |                             |                         | Yes* / No                     |              |
| Have you completed the compliance matrix / matrices?                                                                                                                                                                                                  |                             |                         | Yes / No / N/A                |              |
| Are you a Small Medium Sized Enterprise (SME)?                                                                                                                                                                                                        |                             |                         | Yes / No                      |              |
| Have you and your Sub-Contractors registered with the Prompt Payment Code with regards to SMEs?                                                                                                                                                       |                             |                         | Yes / No                      |              |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| Have you completed and attached Tenderer's Sensitive Information form?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Yes* / No                                                                                                                     |
| If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes* / No / N/A                                                                                                               |
| Do the Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract 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 or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes* / No                                                                                                                     |
| Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Yes / No / Not Required                                                                                                       |
| Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Yes / No / Not Required                                                                                                       |
| Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITT?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes / No                                                                                                                      |
| *If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                               |
| <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> <ul style="list-style-type: none"> <li>a. the offered price has not been divulged to any Third Party;</li> <li>b. no arrangement has been made with any Third Party that they should refrain from tendering;</li> <li>c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion;</li> <li>d. no discussion with any Third Party has taken place concerning the details of either's proposed price; and</li> <li>e. no arrangement has been made with any Third Party otherwise to limit genuine competition.</li> </ul> <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 tender processes, including value for money and related purposes. We certify that we have identified any Sensitive Information in the Tenderer's Sensitive Information form (DEFFORM 539A).</p> |                                                                                                                               |
| Dated this..... day of ..... Year .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                               |
| <b>Signature:</b> <b>In the capacity of</b><br>(Must be scanned original) (State official position e.g. Director, Manager, Secretary etc.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                               |
| <b>Name:</b> (in BLOCK CAPITALS)<br><br><b>duly authorised to sign this Tender for and on behalf of:</b><br>(Tenderer's Name)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Postal Address:</b><br><br><b>Telephone No:</b><br><b>Registered Company Number:</b><br><b>Dunn And Bradstreet number:</b> |

## Information on Mandatory Declarations

### IPR Restrictions

1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.
2. 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, or on behalf of, 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 2.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 2.b.
3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 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.
4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

### Notification of Foreign Export Control Restrictions

5. 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.
6. 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:

Whether all or part of any Contractor Deliverables are or will be subject to:

  - a. a non-UK export licence, authorisation or exemption; or
  - b. 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 6 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.

7. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. 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.

8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.

9. 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 6.

10. 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 Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the Contract.

### **Import Duty and Non-UK Tax**

11. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.

12. For the purpose of this competition, for any deliverables not yet imported into the UK, 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.

13. 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 His Majesty's Revenue & Customs (HMRC) authorisations.

14. The Total Value of Tender should include all overseas and non-UK non-recoverable taxes that will be charged to the Authority, excluding UK Value Added Tax.

### **Cyber Risk**

15. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of 'Moderate'. The Risk Assessment Reference is RAR-240711A04. Tenderers are required to complete the Supplier Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Implementation Plan as appropriate.

### **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 at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. 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. Form 1686 and further guidance can be found in the Cabinet Office's [Contractual Process](#).

### **Small and Medium Enterprises**

17. The Authority is committed to supporting the Government's Small and Medium-sized Enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply

chain. Our goal is that 25% of the Authority's spending should be spent with SMEs by 2022; 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 Sub-Contractors are encouraged to make their own commitment and register with the <https://www.smallbusinesscommissioner.gov.uk/ppc/>.

19. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policies and our SME Action Plan can be found at [Gov.UK](https://www.gov.uk) and the DSP.

20. The opportunity also exists for Tenderers to advertise any Sub-Contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: <https://www.gov.uk/guidance/subcontract-advertising>. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrcISSM-Suppliers@mod.gov.uk.

## **Transparency, Freedom Information and Environmental Information Regulations**

21. The Authority shall publish notification of the Contract and publish Contract documents where required following a request 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.

22. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's [Transparency Principles](#) and in accordance with the provisions of DEFCON 539.

23. 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 2004 ("the EIR").

24. You must complete the attached Tenderer's Sensitive Information form (DEFFORM 539A) explaining which parts of your Tender you consider to be Sensitive Information (as defined in DEFCON 539). This includes providing a named individual who can be contacted with regard to FOIA and EIR.

25. 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**

26. 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. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

## **Change of Circumstances**

27. In accordance with paragraph A31, if your circumstances have changed, please select 'Yes' to the appropriate question on DEFFORM 47 Annex A and submit a Statement Relating to Good Standing with your Tender.

## **Asbestos, Hazardous Items and Depletion of the Ozone Layer**

28. 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' to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

## **Defence Safety Authority (DSA) Requirements**

29. There are no DSA Requirements.

## **Bank or Parent Company Guarantee**

30. You will be informed at Stage 3 (Negotiation) to whether you are required to provide a Bank or Parent Company Guarantee. In the event that you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.