



Ministry
of Defence



[REDACTED]
Senior Commercial Manager

[REDACTED]



[REDACTED]



Defence Equipment & Support
Cedar 2B, #3260
MOD Abbey Wood
Bristol, BS34 8JH



Interim IDFS Tenderer

18th June 2021

701554451 (TSSP/128)

Dear Sir/Madam

Invitation To Negotiate (ITN) for the Interim Indirect Fires Simulation (Interim IDFS)
ITN Reference No. 701554451 (TSSP/128)

1. You are invited to tender for the Interim Indirect Fires Simulation competition in accordance with the attached documentation.
2. The requirement for Interim IDFS is a realistic and immersive Indirect Fires Simulation capability to support delivery of Fires training for Individual, Trade, and Collective Training (CT) to support assessment and validation of training competency with objective data on individual, crew and team performance.
3. The anticipated date for the Contract award decision will be April 2022, please note that this is an indicative date and may change.
4. You must submit your Tender to the Defence Sourcing Portal by Friday 10th September 2021 at 12:00 GMT.
5. The requirement is for three (3) years, with the options to extend for up to further seven (7) years in 1-year increments, although the Authority reserve the right to take up some or all option years together, if required.
6. [REDACTED]
7. Please confirm receipt of this tender to Commercial Officer, [REDACTED]

Yours faithfully,

[REDACTED]

**List of Suppliers Invited to Submit a Tender for ITN No. 701554451
(TSSP/128)**

Supplier Name	Supplier Number	Supplier Address	Supplier Point of Contact
Babcock Land Defence Ltd	1	33 Wigmore Street London Greater London W1U 1QX	[REDACTED]
Cubic Defence UK Ltd	2	AFC House Honeycrock Lane Salfords Redhill Surrey RH1 5LA	[REDACTED]
Elbit Systems UK T/a Ferranti Technologies Ltd	3	Cairo House Waterhead Oldham Lancashire OL4 3JA	[REDACTED]
Ravenswood Solutions Inc.	4	13065 Skyway Court Fremont Alameda 94539 United States	[REDACTED]
Saab AB	5	Stensholmsvagen 20 Huskvarna 561 39 Sweden	[REDACTED]

Invitation To Negotiate
for
Interim Indirect Fires Simulation (Interim IDFS)
ITN Reference No. 701554451 (TSSP/128)

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 to the Interim Indirect Fires Simulation (Interim IDFS) Contract.
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:
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 - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
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 - DEFFORM 47 Annex C – Pricing Template and Assumptions
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 - DEFFORM 47 Annex G – ITN Deliverable Checklist
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 - DEFFORM 47 Annex J – Master Data Assumptions List (MDAL)
 - DEFFORM 47 Annex K – Initial Supportability Case
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 - DEFFORM 47 Annex M – Human Factors Integration Plan
 - DEFFORM 47 Annex N – GEAR Security Case
 - DEFFORM 47 Annex O – STSP Quality Management Plan
 - DEFFORM 47 Annex P – Contractor's Obsolescence Management Plan (OMP) Template
 - DEFFORM 47 Annex Q – Contractor's Software Support Plan Template

- DEFFORM 47 Annex R – Safety and Environmental Management Plan (SEMP)
- DEFFORM 47 Annex S – Safety and Environmental Case Report (SECR)
- Contract Documents (As per the contents table in the Terms and Conditions)
 - Terms & Conditions which includes the Schedule of Requirements and Appendix 1: DEFFORM 111 Addresses and Other Information
 - Annex A – Statement of Requirements
 - Appendix 1 to Annex A – Integrated Test, Evaluation and Acceptance Plan (ITEAP)
 - Appendix 2 to Annex A – Demand Signal and Peak Load
 - Appendix 3 to Annex A – Earned Value Management (EVM)
 - Annex B – Key Performance Indicators (KPI)
 - Annex C – Management Information (MI) Schedule
 - Annex D – List of Contractor Deliverables and DEFFORM 315
 - Annex E – Rate Card
 - Annex F – Milestone Payment Plan
 - Annex G – Payment Plan
 - Annex H – Acceptance Process
 - Annex I – Systems Requirements Document (SRD)

[REDACTED]

- Annex J - Pricing Template and Assumptions
- Annex K – Fixed Asset Register
- Annex L – Government Furnished Assets (GFX) Register
- Annex M – DEFFORM 24 Parent Company Guarantee
- Annex N – DEFFORM 68 Hazardous Articles
- Annex O – DEFFORM 94 Confidentiality Agreement
- Annex P – DEFFORM 177 Design Rights and Patents (Subcontractor's Agreement)
- Annex Q – DEFFORM 528 Import and Export Controls
- Annex R – DEFFORM 532 Personal Data Particulars
- Annex S – DEFFORM 539A Tenderer's Commercially Sensitive Information Form
- Annex T – DEFFORM 701 Software License Agreement
- Annex U – DEFFORM 702 Employee's Acknowledgement to Employer of Obligation Relating to Confidentiality

- Annex V – Equality of Information
- Annex W – Transfer of Undertakings (Protection of Employment) (TUPE)
- Annex X – TAF Register
- Annex Y – Tasking Form
- Annex Z – Change Proposal Form
- Annex AA – Security Aspects Letter to UK Contractor
- Annex AB – Security Aspects Letter to Foreign Contractor
 - Appendix 1 to Annex AA and AB – Official and Official-Sensitive Security Conditions
- Annex AC – Relationship Management Plan
- Annex AD – Performance Indicators (PI)
- Annex AE – Commercial Exploitation Levy Agreement Template for Software
- Annex AF – Commercial Exploitation Levy Agreement Template for Hardware
- Annex AG – Statement of Work (to be submitted as part of your tender submission)
- Annex AH – Exit Plan (to be submitted three months after Contract Award)

Section A – Introduction

In this ITN 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" (Section 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 Requirement" (Annex A to the Contract) 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. administrative arrangements for the receipt and evaluation of Tenders;
- e. criteria and methodology for the evaluation of Tenders; and
- f. Contract Terms & Conditions.

A21. The sections in this 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 the OJEU dated 30/06/2020 under the following reference 2020/S 124 - 305322.

A23. This ITN is subject to the Defence and Security Public Contracts Regulations 2011.

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 March 2022 for this requirement and is anticipated to be approx. £19M (Ex VAT) for the three core years, exclusive of any Option Years.

ITN Documentation and ITN Material

A27. ITN Documentation, ITN Material and any other 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 ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of 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 its responses to the PQQ if:

- a. it fails to re-submit to the Authority the updated relevant section of its PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than 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. The Contract Terms & Conditions are attached.

Other Information

A37. The Armed Forces Covenant

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

b. The Covenant is based on two principles:

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

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

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

d. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the

Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management

Ministry of Defence
Holderness House
51-61 Clifton Street
London
EC2A 4EY

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

A38. Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

- a. TUPE on Exit Clauses have been included at Annex W to the Contract, due to the service provision element in the Contract.

Clarifications

A39. All clarification questions to be submitted using the DSP portal.

Submission

A40. Please use the same electronic naming format for documents as the Authority, but please include the company's initial at the end of the naming format. Please submit one submission document per question set, to assist evaluation.

DEFFORMS can be submitted as separate standalone documents. A signed scanned PDF of the DEFFORM 47 Annex A - Tender Submission Document (Offer) will be required.

Negotiations

A41. The intention is for the negotiation period to take place during the timescales stated in Section B Key Tendering Activities. [REDACTED] However, this is subject to change and what is deemed the most appropriate at the time (this will be communicated accordingly ahead of Negotiations).

A42. Your negotiation team should consist of no more than four persons at any one time, all of whom should have the delegated authority to make decisions.

A43. The negotiations are expected to focus on pricing, commercial and technical tender submissions. The Contractor is to note that the Authority cannot amend any DEFCONs.

A44. The Authority shall reserve the right to seek clarification from the Tenderer prior to negotiations, if so required.

A45. The negotiation phase shall require each Tenderer to reach full agreement with the Authority on all Terms and Conditions contained herein. Failure to reach agreement with the Authority could result in your Tender being non-compliant and therefore exclude you from the competition.

Section B – Key Tendering Activities

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

Stage	Date and Time	Responsibility	Submit to:
Invitation to Tenderer's Conference	N/A		
Date for confirmation of attendance at Tenderer's Conference	N/A		
Final date for Clarification Questions/Requests for additional information	30 July 2021 12:00 GMT	Tenderers	DSP
The Authority issues Final Clarification Answers	20 August 2021 12:00 GMT	The Authority	DSP
Tender Return	10 September 2021 12:00 GMT	Tenderers	DSP
Tender Evaluation/Moderation	13 September 2021 – 05 November 2021	The Authority	DSP
Negotiation Period	November 2021 - January 2022	The Authority & Tenderers	N/A
Final Tender Submission (Best & Final Offer)	February 2022	Tenderers	DSP
Best and Final Offer Evaluation	February 2022 / March 2022	The Authority	DSP
Contract Award Decision	April 2022	The Authority	DSP
Standstill Period	10 calendar days	The Authority	N/A
Contract Award	April 2022	The Authority	N/A

Notes

Tenderers Conference

B1. A Tenderers Conference is not being held.

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 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.

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 must be Firm Price for three (3) years and Fixed Price with Variation of Price (VOP) applying for the following option years. A price breakdown must be included in the Tender.

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 until the 29th April 2022. 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

- D1. Annex A to Section D details how your Tender will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria.
- D2. Annex A to Section D provides further details on the negotiation process.

Annex A to Section D - Tender Evaluation

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

Evaluation and Negotiation Programme

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

a) **Stage 1: Initial Evaluation** - Following receipt of the Tenders, the Authority will evaluate each Tender in accordance with Section D.

b) **Stage 2: Feedback** - Once the Initial Evaluation is complete, the Authority will provide brief feedback to each Tenderer. This will consist of your Commercial Evaluation, your overall ranking and a ranking of your Technical Score and Price Score. You will not be provided with information on how each of the other Tenderers are ranked or information on specific scoring at this stage.

c) If the Authority receives a Tender that is technically compliant, commercially compliant, and affordable, the Authority reserves the right not to undertake negotiations, outlined at Stage 3 below, and award a contract at this stage.

d) **Stage 3: Negotiations** - Providing no contract is awarded following Stage 1 (Initial Evaluation) and Stage 2 (Feedback), the Authority will commence negotiations with the Tenderers. All Tenderers will be notified in writing if they have or have not been invited to proceed to Stage 3 (Negotiations).

i. **Best & Final Tender Submission** - Following the conclusion of the Negotiations, you will be invited to submit a Best & Final Tender. A matrix must be created to highlight and bookmark where any changes have been made to the original tender. The Authority will only re-evaluate those changes.

e) **Stage 4: Final Evaluation** - Following receipt of Final Tenders, the Authority will re-evaluate any updated/amended element of the Tender in accordance with Section D. If at this point there are no compliant or affordable Tenders, this will be deemed as a failed competition and the process will be terminated.

i. **Recommended Tenderer** - Following Final Evaluation and prior to Contract Award the Tender ranked 1st overall will be the recommended Tenderer. The recommended Tenderer will be subject to the Authority's Business Case approvals. No down selected Tenderer will be informed of the outcome of the competition until the project has gone through assurance process sign off.

f) **Stage 5: Feedback/De-brief** - Post-assurance sign off all Tenderers will be notified in writing of which Tenderer has won the competition and at this point the Authority will provide feedback to each Tenderer on the strengths and weaknesses of their bid. This will include a breakdown of the Tenderer's Technical and Price Score; and details of the highest mark achieved by any Tender against each of the Technical criteria and ranking of Price (this will not identify which Tender achieved the highest mark against the criteria). After the ten (10) calendar day standstill period a contract will be awarded to the winning Tenderer as long as no legal proceedings have been issued to challenge this.

Overall Approach to Evaluation

3. The aim of the Tender Evaluation process is to select the Tenderer who offers the Most Economically Advantageous Tender (MEAT) for the delivery of Interim IDFS. The determination of MEAT will be stated as above by using a Weighted Value for Money index methodology. The details of which can be found in Appendix 1 to Section D of the DEFFORM 47.

4. The weighting of the non-cost criteria (Technical) will be 70% and weighting applied to price 30%.

4. It is your responsibility to direct the Authority to the evidence contained within your Tender relevant to each of the Technical Evaluation Criteria as at Annex F to DEFFORM 47. The Authority is not obliged to seek additional evidence within your Tender over and above that explicitly referenced to a specific Technical Evaluation Criteria response. Any marketing material will not be considered by the Authority.

Tender Evaluation Process

5. The Tender Evaluation Process is set out below.

Evaluation of Commercial Tender

6. Your response to DEFFORM 47 Annex B (Commercial Compliance Matrix) will be evaluated using the process set out below. The overall Evaluation of Commercial Compliance will have a Pass/Fail outcome.

- a) Your responses to DEFFORM 47 Annex B (Commercial Compliance Matrix) will be assessed and given an overall assessment to record the Authority's assessment of the commercial acceptability of your Tender as follows:

Annex A, Section D, Table 1 - Commercial Acceptability Assessment

Acceptability Assessment	Description
Acceptable = Pass	The Authority will be able to place a contract.
Unacceptable = Fail	The Authority will be unable to place a contract.
Reserve Judgment	The Authority will consider an alternative response and will negotiate with the Tenderer. Once negotiations have concluded, your Final Tender will be allocated an 'Acceptable' or 'Not Acceptable' marking depending on the outcome.

- b) To assess whether your Tender should be awarded an overall Acceptable, Unacceptable or Reserve Judgment assessment, your response to the individual conditions within the Commercial Compliance Matrix will be evaluated against the Confidence Levels listed in Table 2 below.

Annex A, Section D, Table 2 - Commercial Confidence Levels

High Confidence	Full compliance of the Tender Terms and Conditions
Good Confidence	Alternative condition/annex/agreement that if the Authority entered into a contract it would not be faced with additional commercial, technical or financial risks that are unacceptable to the Authority.
Moderate Confidence	Alternative condition/annex/agreement that if the Authority entered into a contract it would be faced with some additional commercial, technical or financial risks that are unacceptable to the Authority.
Low Confidence	Alternative condition/annex/agreement that if the Authority entered into a contract it would be faced with significant additional commercial, technical or financial risks that are unacceptable to the Authority; or, Non-acceptance of the Tender Terms or Conditions.

- c) Your Tender will be awarded an overall assessment of Acceptable if your response to DEFFORM 47 Annex B (Commercial Compliance Matrix) receives High Confidence or Good Confidence for all the draft Terms and Conditions of Contract. This equates to a Pass.
- d) Your Tender will be awarded an overall assessment of Unacceptable if your Tender has one (1) or more Low Confidences or three (3) or more Moderate Confidences against the Tender Terms and Conditions and Annexes. The Authority reserves the right to equate this to a Fail and your Tender will be removed from the competition.
- e) Post-Negotiations, your Tender will be removed from the competition if you have one (1) or more Low Confidences and/or one (1) or more Moderate Confidences against the Tender Terms and Conditions and Annexes.

7. Noting the Commercial Confidence Levels above, with reference to Condition 2.14 Managing Agency and Condition 4.9.2 Open Book Accounting in the Terms and Conditions, the Authority is willing to negotiate on the basis that full justification for changes is made and that the proposed changes do not impact on the intent of the original Condition. The proposed changes that shall be considered shall only fall within the following parameters:

- a. Time frames;
- b. Protection of sensitive data;
- c. Phraseology.

Any proposed changes that are outside of the above detailed parameters shall not be considered and deemed unacceptable.

Evaluation of Technical Tender

8. Your technical response will be evaluated in accordance with Annex F (Technical Evaluation Criteria) and Annex D SOR Compliance Matrix to the DEFFORM 47 and Annex E (Technical Compliance Matrix) to the DEFFORM 47.

9. Tenderers are required to complete and return the Technical Compliance and SOR Compliance Matrix as part of their Tender. For the SOR Compliance Matrix, Tenderers shall confirm compliance by completing the “Compliant Yes/No” column for each Serial, and including any associated remarks which inform their response. For the Technical Compliance Matrix, Tenderers shall confirm compliance by completing the ‘Tenderer’s Compliance’ column for each Serial, and including any associated remarks which inform their response.

10. Any areas of non-compliance in the Technical Compliance Matrix shall be accompanied by a detailed explanation of why they are non-compliant in the Tenderer’s ‘Remarks’ column, this may be considered as part of the answer; in this situation the Authority reserves the right, at its sole discretion, to Pass or Fail the answer. If the Tenderer has not provided details explaining why they have recorded non-compliance against any SRs, the answer shall be scored as a Fail.

Evaluation of Price

11. Total price submissions for all elements identified within the Schedule of Requirements (including options) will be used for the MEAT calculation. Tenderers are asked to submit priced submissions as outlined in the Schedule of Requirements contained within the Terms and Conditions of Contract. The total price will be used in the Weighted Value for Money (WVfM) calculation which can be found in Appendix 1 to this Annex. Tenderers must include their pricing in DSP, this must also be supplemented by completing Annex C to DEFFORM 47 (Pricing Template and Assumptions). Tenderers must note that total price submitted as per the above will be used for Initial Evaluation stage.

12. The total cost that will be used in the WVfM calculation will be calculated on the basis of the total of the three-core year annual costs, Schedule of Requirements Table 1 Initial Contract Duration Line Items 1 to 8 (excluding 6) and Table 2 - Option Years Line Items 1 to 13 (excluding 2, 4, 6, 8, 10, 12) and Table 3 - Additional Requirement Options Line Items 1-8. The total of tables 1-3 will be added together to give the total score to be used in the MEAT calculations, the cost section will be weighted as per the following table:

Cost Element	Weighting
Core Years - Schedule of Requirement Table 1 - Initial Contract Duration - Line Items 1-8 (excluding 6)	70%
Schedule of Requirement Table 2 - Option Years - Line Item 1 Year 4 Provision and delivery of Interim IDFS in accordance with Statement of Requirement at Annex A and the List of Deliverables (LOD) Annex D. (29 April 2025 – 28 April 2026)	2.5%
Schedule of Requirement Table 2 - Option Years - Line Item 3 Year 5 Provision and delivery of Interim IDFS in accordance with Statement of Requirement at Annex A and the List of Deliverables (LOD) Annex D.	2.5%

(14 April 2026 – 13 April 2027)	
Schedule of Requirement Table 2 - Option Years - Line Item 5 Year 6 Provision and delivery of Interim IDFS in accordance with Statement of Requirement at Annex A and the List of Deliverables (LOD) Annex D. (29 April 2027 – 28 April 2028)	2.5%
Schedule of Requirement Table 2 - Option Years - Line Item 7 Year 7 Provision and delivery of Interim IDFS in accordance with Statement of Requirement at Annex A and the List of Deliverables (LOD) Annex D. (29 April 2028 – 28 April 2029)	1%
Schedule of Requirement Table 2 - Option Years - Line Item 9 Year 8 Provision and delivery of Interim IDFS in accordance with Statement of Requirement at Annex A and the List of Deliverables (LOD) Annex D. (29 April 2029 – 28 April 2030)	1
Schedule of Requirement Table 2 - Option Years - Line Item 11 Year 9 Provision and delivery of Interim IDFS in accordance with Statement of Requirement at Annex A and the List of Deliverables (LOD) Annex D. (29 April 2030 – 28 April 2031)	1
Schedule of Requirement Table 2 - Option Years - Line Item 13 Year 10 Provision and delivery of Interim IDFS in accordance with Statement of Requirement at Annex A and the List of Deliverables (LOD) Annex D. (29 April 2031 – 28 April 2032)	1
Schedule of Requirement Table 3 - Additional Requirement Options - Line Item 1 Batch of 3 x 81mm Mortar in accordance with the Statement of Requirement at Annex A to the Contract. The Authority reserves the right to buy further batches of 3 x 81mm Mortar at Contract Award and throughout the duration of the Contract.	3
Schedule of Requirement Table 3 - Additional Requirement Options - Line Item 2	3

<p>Twelve (12) months service support for batch of 3 x 81mm Mortar in accordance with the Statement of Requirement at Annex A to the Contract.</p> <p>The Authority reserves the right to buy further service support for batch of 3 x 81mm Mortar at Contract Award and throughout the duration of the contract.</p>	
<p>Schedule of Requirement Table 3 - Additional Requirement Options - Line Item 3</p> <p>1 x 105mm Artillery in accordance with the Statement of Requirement at Annex A to Contract.</p> <p>The Authority reserves the right to buy further batches of 1 x 105mm Artillery at Contract Award and throughout the duration of the Contract.</p>	3
<p>Schedule of Requirement Table 3 - Additional Requirement Options - Line Item 4</p> <p>Twelve (12) months support for 1 x 105mm Artillery in accordance with the Statement of Requirement at Annex A to the Contract.</p> <p>The Authority reserves the right to buy further service support for 1 x 105mm Artillery in accordance with the Statement of Requirement at Annex A to the Contract.</p>	3
<p>Schedule of Requirement Table 3 - Additional Requirement Options - Line Item 5</p> <p>Batch of 3 x 105mm Artillery in accordance with the Statement of Requirement at Annex A to Contract.</p> <p>The Authority reserves the right to buy further batches of 3 x 105mm Artillery at Contract Award and throughout the duration of the Contract.</p>	2
<p>Schedule of Requirement Table 3 - Additional Requirement Options - Line Item 6</p> <p>Twelve (12) months service support for 3 x 105mm Artillery in accordance with the Statement of Requirement at Annex A to the Contract.</p> <p>The Authority reserves the right to buy further service support for batch of 3 x 105mm Artillery in accordance with the Statement of Requirement at Annex A to the Contract.</p>	2
<p>Schedule of Requirement Table 3 - Additional Requirement Options - Line Item 7</p> <p>1 x Additional Exercise Day for Collective Training (CT) events in accordance with the Statement of Requirement at Annex A to Contract.</p> <p>The Authority reserves the right to buy further 1 x Additional Exercise Days for Collective Training (CT) events throughout the duration of the Contract.</p>	1
<p>Schedule of Requirement Table 3 - Additional Requirement Options - Line Item 8</p>	1.5

<p>Batch of 10 x Additional Days for Collective Training (CT) events in accordance with the Statement of Requirement at Annex A to Contract.</p> <p>The Authority reserves the right to buy further batches of 10 x Additional Days for Collective Training (CT) events throughout the duration of the Contract.</p>	
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Table 3 Price Weightings

Calculations

Step 1 - The cost for each line will be multiplied by the weighting value in Table 3.

Step 2 - The weighted cost values are added together and used as the value for the WVFM calculation.

Note: All options must be costed or the tender will not be evaluated any further and deemed as non-compliant.

Please see below for worked example (Costs included in worked example are for demonstrating the process only, please ensure correct values are submitted within your tender submission and are not rounded to fall in line with example). For the worked example for the core three years will be valued at £10M.

Step 1

For each line as per Table 3 above, the cost will be multiplied by the weighting value.

Cost Element	Raw Cost	Weighting (%)	Weighted Cost
Core Years	10	70	7
Schedule of Requirement Table 2 - Option Years - Line Item 1	8	2.5	0.2
Schedule of Requirement Table 2 - Option Years - Line Item 3	2	2.5	0.05
Schedule of Requirement Table 2 - Option Years - Line Item 5	2.5	2.5	0.0625
Schedule of Requirement Table 2 - Option Years - Line Item 7	3	1	0.03
Schedule of Requirement Table 2 - Option Years - Line Item 9	3.5	1	0.035
Schedule of Requirement Table 2 - Option Years - Line Item 11	4	1	0.04
Schedule of Requirement Table 2 - Option Years - Line Item 13	4.5	1	0.045
Schedule of Requirement Table 3 - Additional Requirement Options - Line Item 1	3	3	0.09
Schedule of Requirement Table 3 - Additional Requirement Options - Line Item 2	3	3	0.09
Schedule of Requirement Table 3 - Additional Requirement Options - Line Item 3	5	3	0.15

Schedule of Requirement Table 3 - Additional Requirement Options - Line Item 4	5	3	0.15
Schedule of Requirement Table 3 - Additional Requirement Options - Line Item 5	7	2	0.14
Schedule of Requirement Table 3 - Additional Requirement Options - Line Item 6	7	2	0.14
Schedule of Requirement Table 3 - Additional Requirement Options - Line Item 7	8	1	0.08
Schedule of Requirement Table 3 - Additional Requirement Options - Line Item 8	6	1.5	0.09

Step 2

The weighted cost values are added together and used as the value for the WVfM.

Figure to be used in WVfMI calculation	Total = 8.3925M
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Tenderers must note that price submitted will be used for Stage 1: Initial Evaluation as explained in D2a.

Determination of MEAT

13. Each Tender will be evaluated using WVfM, the details of which can be found in Appendix 1 to this Annex.

Non-Compliant Tenders

14. At any point following receipt of Tenders, the Authority may deem any Tenders which do not meet the requirements of Section C and Section D of DEFFORM 47 as non-compliant and reserves the right, at its sole discretion to reject the entire Tender.

Unacceptable Tenders

15. At any point following receipt of Tenders, including Final Tender Submission, the Authority may deem any Tenders which do not meet the following requirements as unacceptable and reserves the right to remove the supplier from the competition:

a) Where you indicate by your response to DEFFORM 47 Annex E (Technical Compliance Matrix) and DEFFORM 47 Annex D (Statement of Requirement Compliance Matrix) Non-Compliance against any System Requirements,

and/or

b) Tenders which receive a score of 'Fail / Unacceptable' or 'Low Confidence' against any of the criteria within the Technical Evaluation Criteria (Annex F to DEFFORM 47),

and/or

c) Tenders which receive a 'Fail / Unacceptable' for the Commercial Evaluation as specified in paragraph 6 above,

and/or

d) Failure to include in your Tender the deliverables specified in Annex G (ITN Deliverables Checklist) to the DEFFORM 47.

Negotiation

16. The aim of the Negotiations is to achieve optimum balance against performance, cost, time, and risk of each Tender. You will be notified of the negotiation timetable and location (Negotiations likely to be held remotely over Skype or Microsoft Teams) at the Initial Evaluation Outcome subject to an invitation to proceed to Stage 3 (Negotiation).

17. Key and Mandatory System Requirements, as defined in DEFFORM 47 Annex E (Technical Compliance Matrix), are out of scope of the negotiations.

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

19. Negotiations with each Tenderer will be undertaken in a staggered manner and not concurrently. Submission of each Tenderer's Final Tender, via DSP will also, therefore, be undertaken in a staggered manner and not concurrently. Tenderers Final Submission Tender, will not be opened by the Authority to undertake Final evaluation until such time as all submissions are in.

20. Following Negotiations, you shall update your Tender in accordance with any changes or modifications agreed with the Authority during the Negotiations (if applicable). You shall have twelve (12) business days in which to submit your Final Tender, in accordance with Section E of the DEFFORM 47, for final evaluation. Only documents where changes occur shall be submitted. You must deliver an electronic copy uploaded onto DSP within twelve (12) business days of your final negotiation day.

21. To assist the Authority's Final evaluation you must deliver, in table format, detail of what each change is and where it is located within the submission. This must include detail of where any element of the original Tender has been removed. You must upload an electronic copy onto DSP within twelve (12) business days of your final negotiation day.

22. You must also deliver a clean Word version of your Final Submission. You must deliver an electronic copy uploaded onto DSP within twelve (12) business days of your final negotiation day.

23. It is advised that you take a screenshot of your DSP uploads in case of any technical issues.

24. Should the Contractor offer a Milestone Payment Plan at Annex F to the Contract associated with the Acceptance Process at Annex H to the Contract, the Authority shall consider this as part of the evaluation.

25. The precise format, content and timing of Logistic Support Date (LSD) as detailed in the Acceptance Process at Annex H to the Contract shall be defined and agreed during negotiations.

Evaluation Tool

26. DSP will be used by the Authority as a repository for information supplied by the Authority in support of this ITN. Evaluators will only be granted access to your Tender, via DSP. Timing of access for evaluation of the Final Submissions is detailed at paragraph 19 above. Technical evaluators will not have visibility of any Pricing information until the Initial Tender Evaluation Panel and Final Evaluation has taken place.

27. Each evaluator will be trained in how to conduct Tender Evaluations.

Tender Evaluation Panel (TEP)

28. The Tender Evaluation Panel (TEP) shall comprise of multiple Subject Matter Experts (SME) for each criterion that will independently evaluate the Tenderer's responses and supporting evidence. As a minimum the TEP shall comprise of the representatives from Commercial, Project, Engineering, and ILS.

29. The TEP shall be chaired by the Project function.

30. The team members shall evaluate their specific aspects of the tender in isolation before the TEP is convened.

31. The TEP shall determine the tenderers that proceed to Stage 3 Negotiations, the panel will sit again following negotiations and resubmissions at Stage 4.

Tender Review Panel (TRP)

32. In addition to the TEP, the Tender Review Panel (TRP) will meet after individual assessments are completed to carry out moderation if it is not possible to reach a consensus. The panel will make the final decisions.

33. The TRP shall be chaired by DES LE STSP-TSSP-SnrComMgr or their authorised representative.

34. The TRP has the final decision on the outcome of the tendering exercise.

Tender Documents

35. Where a tenderer discovers that a document has not been provided that has been referenced within the invitation to tender, the tenderer should submit a clarification question via DSP seeking a copy of the document.

Weighted Value for Money - Worked Example

35. An example of evaluation using WvFM can be found in Appendix 1 to this Annex. Please note that the values used in this example are arbitrary and must not be taken as an indication of expected functionality or price for the current procurement.

Appendix 1 to Annex A to Section D

Weighted Value for Money (WVFM) Worked Example

THIS IS JUST A WORKED EXAMPLE FOR YOUR INFORMATION – THE WEIGHTING PERCENTAGES IN THIS EXAMPLE DO NOT REFLECT THAT OF THE WVfM FIGURES TO BE USED IN THE INTERIM IDFS EVALUATION, THESE WEIGHTINGS ARE 70/30)

Weighted Value for Money (WVFM) Index

A factor of:

$$\frac{\text{non-cost score weighting}}{\text{cost weighting}}$$

to the non-cost score is applied.

WVFM Example

The overall tender score is calculated as follows:

$$\frac{\text{Non-cost score} \frac{wQ}{wC}}{\text{cost}}$$

Where:

wQ = weighting of non-cost criteria

wC = weighting applied to cost

Assuming that wQ = 60% and wC = 40% gives:

Tender	Non-cost score	Cost (£NPV)	Weighted VFM Index	Rank
A	$62^{60/40} = 488.2$	20	24.41	3
B	$85^{60/40} = 783.7$	24	32.65	2
C	$100^{60/40} = 1000.0$	29	34.48	1

The higher weighting applied to the non-cost score results in Tender C being the highest-ranking tender in this case.

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 Friday 10th September 2021, 12:00 GMT. 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 are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITN 701554451.

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

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

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

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITN documentation into the DSP. You must contact [REDACTED] 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 its Tender, expression of interest, the dynamic PQQ or the tender process;
- f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34;
- g. withdraw this 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 ITN 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 entered into when the Authority sends written notification of its entry into the Contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph 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 advised the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential conflict of interest (COI) exists or arises at any point before the Contract award decision, you must notify the Authority immediately.

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

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

g. physical and managerial separation.

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

Government Furnished Assets

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

Standstill Period

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

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

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITN) to any Third Party engaged by the Authority for the specific purpose of evaluating or

assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Reportable Requirements

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.

Specific Conditions of Tendering

F20. The Authority requires prices for Option Years over and above the three (3) core years and additional Options as stated in the Schedule of Requirement.

F21. If your Tender is successful you will be expected to provide that option requirement(s) listed in the Schedule of Requirements.

F22. The Authority reserves the right to seek competitive Tenders for the option requirement(s) detailed in the Contract.

Security Aspects Letter

F23. You are required to review the Security Aspects Letter at Annex AA or AB to the Contract and confirm that you understand and will comply with its content as part of your Tender. Please include this confirmation within your Commercial Compliance Matrix at Annex B for DEFFORM 47.

Security Clearance

F24. As per the DPQQ, Candidates will be required to have the necessary Personal Security Clearances. If Tenderers do not yet hold security clearance, they will have until the end of February 2022 to obtain all necessary clearances to be able to provide the required service.

OFFICIAL SENSITIVE - COMMERCIAL

Ministry of Defence

Tender Submission Document (Offer) – Ref Number ITN
701554451 (TSSP/128)

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.

Applicable Law				
I agree that any Contract resulting from this competition shall be subject to English Law				Yes / No
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
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)) £				
Location of work (town / city) where Contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-Contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Are the Contractor Deliverables subject to IPR that has been exclusively, or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528.			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 a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?			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	

OFFICIAL SENSITIVE - COMMERCIAL

Have you and your Sub-Contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Commercially Sensitive Information Form?	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	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).	
Tenderer's Declaration of Compliance with Competition Law	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ol style="list-style-type: none"> the offered price has not been divulged to any Third Party; no arrangement has been made with any Third Party that they should refrain from tendering; no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion; no discussion with any Third Party has taken place concerning the details of either's proposed price; and no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government tender processes, including value for money and related purposes. We certify that we have identified any sensitive material in the Tenderer's Commercially Sensitive Information Form (DEFFORM 539A).</p>	
Dated this.....day of Year.....	
Signature:	In the capacity of
(Must be scanned original)	(State official position e.g. Director, Manager, Secretary etc.)

OFFICIAL SENSITIVE - COMMERCIAL

<p>Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)</p>	<p>Postal Address: Telephone No: Registered Company Number:</p>
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Information on Mandatory Declarations

IPR Restrictions

1. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by private venture, foreign investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding).
2. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 3 below, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclose the Contractor Deliverable, including export restrictions. In particular, you must identify:
 - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
 - b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables;
 - c. the nature of any allegation referred to under sub-paragraph 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, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
4. If you have previously provided information under paragraphs 2 and 3 you can provide details of the previous notification, updated as necessary to confirm their validity.

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

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 Her Majesty's Revenue & Customs (HMRC) authorisations.

Cyber Risk

14. 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-549039888. As part of their tender response, tenderers are required to complete the Suppliers Assurance Questionnaire which can be accessed [REDACTED] together with a Cyber Security Implementation Plan as appropriate.

Sub-Contracts Form 1686

14. [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. You can find further information in the [Cabinet Office - Contractual Process](#).

Small and Medium Enterprises

15. 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.

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

18. 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](#) and the DSP.

19. 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: DefComrclSSM-Suppliers@mod.gov.uk.

Transparency, Freedom of Information and Environmental Information Regulations

20. 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.

21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Prime Minister's letter of May 2010 ([Government Transparency and Accountability](#)) and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 13.

22. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2004 ("the EIR").

23. You must complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A, SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of

Appendix 1 to Annex A

your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.

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

Electronic Purchasing

25. Tenderers must note that use of the [Contracting, Purchasing and Finance \(CP&F\)](#) electronic procurement tool is a mandatory requirement for any resultant Contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. 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

26. 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

27. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

Defence Safety Authority (DSA) Requirements

28. There are no DSA Requirements.

Bank or Parent Company Guarantee

29. You will be informed 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.