



[Redacted]
DES JSENS-SACC-Comrcl-3a1

Yew 3b #1345
MOD Abbey Wood South
Bristol
BS34 8JH

Tel: [Redacted]
Email: DESJSENS-SACC-Comrcl-3a1@mod.uk

Your Reference:

Our Reference:
FTS/DE/SACC/16

Date: 06 March 2017

Dear Sirs

Invitation To Tender (ITT) Reference No. FTS/DE/SACC/16

1. You are invited to tender for the Authority's requirement "Provision of Maritime Multi-Link (MML) Phase 2 Training Needs Analysis (TNA) Technical Assistance" under FATS Design and Engineering in competition in accordance with the attached documentation.
2. The requirement is for the provision of Maritime Multi-Link (MML) Phase 2 Training Needs Analysis (TNA) Technical Assistance.
3. This is a Category G1 requirement and funding has been approved.
4. The anticipated date for the contract award decision is Thursday 13th April 2017. Please note that this is an indicative date and may change.
5. You must submit your Tender to arrive no later than the 28th March 2017 at 10:00am. You must return your Tender to the Tender Board noted in the table at 1.8 of the Special Notices and Instructions to Tenderers (SNITS). You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority
6. Please confirm receipt of this tender to the Commercial Officer stated at the above address.

Yours faithfully

[original signed]

[Redacted]

List of Suppliers Invited to Submit a Tender for ITT No. FTS/DE/SACC/16

	Supplier Name	Supplier Address and Phone No	Supplier Point of Contact
1	Actica Consulting Ltd	4 Stirling House Stirling Road Guildford GU2 7RF Surrey [Redacted]	[Redacted]
2	Allyance Ltd	Bristol and Bath Science Park Dirac Crescent Emersons Green Bristol BS16 7FR South Gloucestershire [Redacted]	[Redacted]
3	Aspire Consulting Ltd	19-20 Amber Close Amber Business Village Amington Tamworth B77 4RP UK [Redacted]	[Redacted]
4	Atkins Limited	The Hub 500 Park Avenue, Aztec West Almondsbury Bristol BS32 4RZ UK [Redacted]	[Redacted]
5	Atlas Elektronik UK Limited	Room 174B, Atlas House Dorset Green Technology Park Winfrith Newburgh Dorchester, Dorset DT2 8ZB UK [Redacted]	[Redacted]
6	Babcock Marine (Rosyth) Limited	Rosyth Business Park, Rosyth Fife KY11 2YD Scotland [Redacted]	[Redacted]
7	BAE Systems (Operations) Ltd - DI	BAE Systems Operations Ltd - DI W427A Warton Aerodrome Preston PR4 1AX, UK [Redacted]	[Redacted]

8	BAE Systems (Operations) Ltd, Military Air & Information – Defence Information Training & Services, T&S	BAE Systems Military Air & Information (DITS) Warton Aerodrome (W427A) Warton Preston PR4 1AX UK [Redacted]	[Redacted]
9	BAE Systems Applied Intelligence Limited acting through Applied Intelligence Laboratories.	Chelmsford Office & Technology Park West Hanningfield Road Great Baddow Chelmsford CM2 8HN UK [Redacted]	[Redacted]
10	BAE Systems Maritime Services (BAE Systems Surface Ships Ltd)	PP101 Building 2/172 HM Naval Base Portsmouth PO12 3NH Hampshire [Redacted]	[Redacted]
11	BMT Defence Services Limited	Maritime House 210 Lower Bristol Road Bath BA2 3DQ UK [Redacted]	[Redacted]
12	Boeing Defence UK Limited (BDUK)	Dakota House Building 630 Bristol Business Park Coldharbour Lane Bristol BS16 1EJ South Gloucestershire [Redacted]	[Redacted]
13	Carbon60 Limited	Buckingham House Buckingham Street Aylesbury HP20 2LA United Kingdom [Redacted]	[Redacted]
14	CDS Support Limited	CDS The Bramery Alstone Lane Cheltenham GL51 8HE Gloucestershire [Redacted]	[Redacted]
15	CGI IT UK Limited	Keats House Springfield Drive The Office Park Leatherhead KT22 7LP UK [Redacted]	[Redacted]
16	Drumgrange Ltd	Unit A, The Forum	[Redacted]

		Hanworth Lane Chertsey KT16 9JX Surrey [Redacted]	
17	ERA Technology Limited	Unit 17, Londonderry Farm Business Park Keynsham Road Willsbridge Bristol BS30 6EL United Kingdom [Redacted]	[Redacted]
18	Frazer-Nash Consultancy Limited	The Cube 1 Lower Lamb Street Bristol BS1 5UD UK [Redacted]	[Redacted]
19	Fujitsu	Fujitsu Jays Close Viables Industrial Estate Basingstoke RG22 4BY Berkshire [Redacted]	[Redacted]
20	General Dynamics United Kingdom Ltd	Bryn Brithdir Oakdale Business Park Blackwood NP12 4AA South Wales [Redacted]	[Redacted]
21	Inzpire Ltd	Landmark House West Unit 1B Alpha Court Kingsley Road Lincoln LN6 3TA UK [Redacted]	[Redacted]
22	Jacobs UK Ltd	2 Glentworth Court Lime Kiln Close Stoke Gifford Bristol BS34 8SR UK [Redacted]	[Redacted]
23	JCSys Limited	Unit 7 The Clifton Centre Spring Lane South Malvern WR14 1BJ England [Redacted]	[Redacted]
24	Leonardo MW Ltd	Sigma House Christopher Martin Road Basildon Essex SS14 3EL, UK	[Redacted]

		[Redacted]	
25	Lockheed Martin UK Ampthill Limited	Reddings Wood Ampthill Bedford MK45 2HD UK [Redacted]	[Redacted]
26	Montvieux Limited	Great Barn by Avon Mill Street Tewkesbury Gloucestershire GL20 5SB England [Redacted]	[Redacted]
27	Polaris Consulting Limited	Suites 10E/F, Dragoon House, Hussar Court Waterlooville PO7 7SF Hampshire [Redacted]	[Redacted]
28	QinetiQ Ltd	Room A012 Woodward Building Malvern Technology Centre St Andrews Road Malvern WR14 3PS UK [Redacted]	[Redacted]
29	r2b2 Limited	Wyse Hill House Fleet Hill Finchampstead Wokingham RG40 4JR UK [Redacted]	[Redacted]
30	Red Scientific Ltd	1 Oriel Court Omega Park Alton GU34 2YT Hampshire [Redacted]	[Redacted]
31	Sutton House Ltd	Unit 4 Hereford Trade Park Holmer Road Hereford HR4 9SG UK [Redacted]	[Redacted]
32	Synoptix Ltd	The Vicarage Stoke View Road Bristol BS16 3AE UK [Redacted]	[Redacted]
33	Systems Consultants Services Ltd	Arlington House 1025 Arlington Business Park Theale Reading RG7 4SA	[Redacted]

		Berks [Redacted]	
34	Systems Engineering & Assessment Ltd	17 Castle Corner Beckington Frome BA11 6TA UK [Redacted]	[Redacted]

INVITATION TO TENDER FTS/DE/SACC/16
SPECIAL NOTICES AND INSTRUCTIONS TO TENDERERS
FOR

MARITIME MULTI-LINK (MML) PHASE 2 TRAINING NEEDS ANALYSIS (TNA) TECHNICAL ASSISTANCE – FTS/DE/SACC/16

THIS DOCUMENT IS THE PROPERTY OF HER BRITANNIC MAJESTY'S GOVERNMENT.
THE CONTENTS OF THIS INVITATION TO TENDER MUST NOT BE DISCLOSED TO UNAUTHORISED PERSONS AND MUST BE USED ONLY FOR THE PURPOSES OF TENDERING.

SECTION 1 - TENDER ADMINISTRATION

1.1 INTRODUCTION

- 1.1.1 The Ministry has a requirement for Maritime Multi-link (MML) phase 2 Training Needs Analysis (TNA) Technical Assistance. You are hereby invited to submit a FIRM (i.e. not subject to variation in any respect) price Tender for the requirements detailed in the attached Specification and the Terms and Conditions attached. Please note the FIRM price excludes arrangements for the Training Steering Group (TSG) Progress Meetings. The Tenderer should ensure that these instructions are read and understood prior to compiling his response.
- 1.1.2 This Document has been devised for the use of the Authority and its Contractors in the execution of contracts for the Authority and, subject to the Unfair Contract Terms Act 1977, the Authority will not be liable in any way whatever (including, but without limitation, negligence on the part of the Authority, its servants, or agents) where the document is used for other purposes.
- 1.1.3 This Invitation to Tender comprises :
- a. Special Notices & Instructions to Tenderers (SNITs);
 1. Annex A – Technical Compliance Matrix;
 2. Annex B - Commercial Compliance Matrix
 3. Annex C - Tender Submission Document (Offer)
 - b. FATS/DE Tasking Order Form, including:
 1. Schedule of Requirements;
 2. Terms and Conditions of Contract;
 3. Appendices to Contract - DEFFORM 111 - Addresses and Other Information; Confidentiality Agreement; Price Summary; Montreal Protocol Substances and Tenderer's Commercially Sensitive Information.
 4. Annex A – Statement of Work;
 5. Annex B – Additional Conditions
 6. Annex C – Security Aspects Letter
 7. Annex D – Work in Progress Certificate
 - c. DEFFORM 28

1.2 ACCESS TO INFORMATION

- 1.2.1 The Authority is committed to a competitive procurement in which, as far as practicable, a “level playing field” is maintained by the equal availability of information to all Tenderers. The Authority also believes that it is essential that there is continuing dialogue between Tenderers and the Authority during the bid preparation phase to ensure that proposals address key issues and effort is not expended on proposals and issues that are unlikely to be accepted or relevant to assessment and negotiation.
- 1.2.2 Any dialogue between Tenderers and the Authority during the bid preparation phase will be held on a commercial-in-confidence basis. The Authority will retain the right to advise all Tenderers of issues that arise that identify errors or omissions in the ITT documentation that would prejudice the receipt of proper responses if not addressed, and any issue raised during discussions or requests for clarification/information that they should be given equal visibility to all Tenderers.
- 1.2.3 Tenderers should note that all correspondence undertaken by the Authority will be on a “SUBJECT TO CONTRACT” basis unless specifically advised to the contrary.
- 1.2.4 Tenderers must seek written approval (email will be sufficient) from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party.

1.3 TENDER EXPENSES

You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

1.4 CORRESPONDENCE

- 1.4.1 Any queries, whether of a Commercial or Technical nature, are to be addressed to the Commercial Branch as shown on DEFFORM 111 at Appendix 1 to Contract
- 1.4.2 Any questions raised by Tenderers will be treated in the following way:
- a. If a question is asking for clarification, the question asked, and answer provided will be forwarded to all Tenderers.
 - b. If the question is considered by the Authority to be specific to that Tenderer’s proposal it will be treated as commercial in confidence and will not be forwarded to any other Tenderer. The Tenderer should state when asking the question whether he considers it to be in this category to aid the Authority’s decision process. If the Authority considers the question to be asking for clarification, it will inform the questioner of this prior to forwarding the information to other Tenderers.
 - c. The closing date for submission of clarification questions will be noon on 13th March 2017.
- 1.4.3 The Authority will answer any questions by 17:00 on 17th March 2017.

1.5 VALIDITY OF TENDER

- 1.5.1 Your Tender must be valid / open for acceptance for ninety (90) calendar days from the Tender return date. If successful, it is a Condition of this Invitation to Tender that the Winning Tenderer shall irrevocably hold his Tender open for acceptance for the period starting with the day on which the Ministry announces its decision to award the Contract to the Winning Tenderer in accordance with the Tender and ending:
- a) Thirty (30) days later; or
 - b) If legal proceedings challenging the award in favour of the Winning Tenderer are instituted prior to the entry into the contract, fourteen (14) days after the day on which such proceedings are finally determined.

1.5.2 VARIANT BIDS

Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

The Authority cannot evaluate any Variant Bids during this competition.

1.6 FORMAT OF TENDER

1.6.1 All outer packaging must clearly distinguish between Commercial and Technical proposals. No pricing information must be included in the Technical proposal or the Tender will be deemed non-compliant.

1.6.2 In the event of an extension to the Tender Return Date, the Tenderer must state the revised date on all Tender Return labels. For ease of reading please use 1.5 line spacing.

1.6.3 The Tender shall be submitted as:

	Hard copy	Secure email or CD ROM
Priced Commercial and Technical Proposal	2 Copy	1 Copy
Un-priced Commercial Technical Proposal	2 Copy	1 Copy

1.7 COMMERCIAL AND FINANCIAL PROPOSAL

1.7.1 This Volume shall consist of, but shall not be limited to:

- Where a limitation of liability in respect of DEFCON 76 is requested a current insurance policy document or Centrally Agreed LOL must be provided.
- ISO 9001 or equivalent Certification documents.
- A completed Commercial Compliance Matrix in MS Word format with your Tender Response, using the attached template at Annex B to the SNITS as guidance. A soft copy of the Commercial Compliance Matrix template can be made available upon request to the Authority's Commercial Officer (DEFFORM 111 box 1)
- Where the Statement of Work at Annex A to the Tasking Form states that meetings will be scheduled when requested / as required by the Authority, for the purposes of this Tender it is expected that the Tender response provide an individual meeting price. This price will be used for the purpose of Commercial evaluation. Thereafter a Maximum Price will be set.

The SNITs Compliance Matrices at A and B should be cross referenced/completed and provided. The Tenderer is to respond specifically and fully to each paragraph of the Commercial Compliance Matrix at Annex B to the SNITS and show confirmation of acceptance of the terms and as summarised. Any deviations shall be highlighted with justification supplied for the deviation.

The Tenderer's FIRM price offer for each of the deliverables specified on the Tasking Form to the Tender on the Schedule 3 Tasking Form. In the case of meetings this will be the firm price of an individual meeting. The Firm price offer must be in Pounds Sterling. In the event that competition is ineffective (only one Tender received) the Authority reserves the right to investigate the Tendered response in accordance with usual NAPNOC procedures.

As well as providing details of any partnership or consortium, the Tender response shall provide an overview of his sub-contracting strategy. This shall include but not be limited to :

- a. The name and address of each sub-contractor,
- b. The value of the sub-contract, including a price breakdown,
- c. The full scope of the proposed sub-contract.

If the Tenderer identifies that Travel and Subsistence is required to undertake the work under the Statement of Work, the Tenderer shall include these associated costs, based upon the agreed FATS DE rates, within a Limit of Liability (LOL) on their quotation and provide details of the assumptions and rates used to calculate them; ie number of meetings, location, Motor Mileage Allowance, Hotel and Subsistence per day or overnight, Car Hire, Train etc.

1.7.2 **TECHNICAL PROPOSAL**

The Tenderer shall supply a diagram and description of the organisational structure of the Team. This shall include, but shall not be limited to:

- a. The Project Team organisation, showing job function and title with lines of responsibility between individuals,
- b. Names of key personnel with full CVs detailing qualifications and experience,
- c. Reporting structure and methods,
- d. The Tender response shall define how resource conflicts and/or unavailability shall be dealt with. This shall include a clear definition of the management structure, detailing who shall take over in the event of a management element not being available.

1.7.3 **Project Specific**

The Tenderer, within his Technical response must clearly demonstrate that he has a thorough understanding of the requirements and associated risks; that he is able and willing to devote the resources necessary to meet those requirements, and has valid and practical solutions to satisfy them. Statements that indicate compliance and understanding, without supporting evidence, will be considered inadequate.

- 1.7.4 To aid the Authority's assessment of the Tender, the Tenderer shall use the Comments column in the Evaluation Matrix at Annex A to the SNITs to show either the relevant section and paragraph number or a hyperlink to where in your tender shows compliance with each of the Evaluation requirements

1.7.5 **Electronic Purchasing**

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 can view information on CP&F and the methods to connect at MOD contracting, purchasing and finance: e-procurement system - Publications - GOV.UK. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant.

Note: The MOD is changing to an electronic end to end procurement system. Any conditions relating to the payment process may be amended between the issue of this ITT and contract award. Any change will solely be for the purpose of ensuring payment is made.

1.7.6 Government Furnished Assets

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

1.8 THE KEY DATES FOR THIS PROCUREMENT ARE CURRENTLY ANTICIPATED AS FOLLOWS

Stage	Date and Time	Initiated By	Submit to:
Issue of ITT	Thursday 2 nd March 2017	The Authority	All Tenderers
Date for confirmation of receipt of ITT documentation	Monday 6 th March 2017	Tenderers	e-mail to DESJSENS-SACC-Comrcl-3a1@MOD.UK
Final date for Clarification Questions / Requests for additional information	Monday 13 th March 2017	Tenderers	e-mail to DESJSENS-SACC-Comrcl-3a1@MOD.UK
The Authority issues Answers and Clarifications	Friday 17 th March 2017	The Authority	All Tenderers
Tender Return	10:00am, Tuesday 28 th March 2017	Tenderers	THE TENDER BOARD Commercial Project Enabling Team Defence Equipment and Support The Central Gatehouse/VCPMOD Abbey Wood South Bristol BS34 8JH
Tender Evaluation	Wednesday 29 th March 2017 – Wednesday 12 th April 2017	The Authority	N/A
Contract Award Decision	Thursday 13 th April 2017	The Authority	N/A

SECTION 2 - CONFLICT OF INTEREST

- 2.1 The Authority wishes to build and maintain confidence in the supply chain and to ensure adherence to the MOD's latest Conflict of Interest (COI) Policy statement.
- 2.2 You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.
- 2.3 Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:
 - a. manner of operation and management;
 - b. roles and responsibilities;
 - c. standards for integrity and fair dealing;
 - d. levels of access to and protection of competitors sensitive information and Government Furnished Information;
 - e. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
 - f. the Authority's rights of audit; and
 - g. physical and managerial separation.
- 2.4 Should your Tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.
- 2.5 The MOD policy on COI and the expected firewalls can be found at: <https://www.gov.uk/acquisition-operating-framework>
- 2.6 Tenderers must also consider where a COI could exist at sub-contract level, in their proposal for delivery of Maritime Multi-Link (MML) Phase 2 Training Needs Analysis (TNA) Technical Assistance Project and to ensure that Compliance Regime provisions are flowed down.
- 2.7 If any firewall arrangement is required this should be signed off at board member level and submitted on request following Contract Award and supported by a confidentiality agreement where appropriate.

3 SECTION 3 - TENDER EVALUATION

- 3.1.1 This Section outlines the factors which will be considered when evaluating the Tender responses and ensuring that the competition process yields value for money to the Authority
- 3.1.2 The Tenderer's response shall comply fully with the requirements of the Tender.
- 3.1.3 The comparison of the Tenders will include the Commercial and Financial aspect and the Technical aspect.
- 3.1.4 The assessment of the Commercial and Financial aspects of the Tender will consider:
 - a. The compliance with the contractual terms and conditions.
 - b. The value for money of the proposals.

The responses will be assessed against the Commercial Compliance Matrix attached at Annex B to the SNITS. The assessment will address compliance with the contractual terms and conditions and any proposed deviations. Unqualified acceptance will be deemed commercially compliant. Qualified acceptance may be considered compliant where the risk to the Authority is assessed as being low. A Pass/Fail score will be awarded accordingly.

- 3.1.5 The evaluation will be undertaken by two discrete teams; one evaluating the Commercial & Financial proposal the other team evaluating Technical proposal.

3.1.6 The evaluation criteria for the Technical and Commercial proposals is attached at Annex A and B to the SNITs. .

3.1.7 The Tender will be evaluated using the Most Economically Advantageous Tender method (MEAT). This is a comparative score and the scoring method is worked out using the ratio and calculation below. The optimum is the highest technical score and lowest price, this together would get the highest total score. If you had the highest technical score but your price was double that of the lowest priced compliant Tender, this would receive a lower total score.

The evaluation is out of 100 (as this represents 100% of the total available score) and is weighted 60% technical and 40% price. The price competed shall be the Firm Price for Line 1, plus the individual meeting price x maximum number of meetings possible (6) for Line 2, and will not include Line 3 of the Schedule of Requirements for Travel and Subsistence.

The technical mark and the price of the Tender are allocated a score depending on the percentage difference from the highest technical mark and the lowest price. This ensures a consistent and fair result.

A score of 60 is given to the highest marked technically and commercially compliant Tender and the technical scores of the other Tenders calculated using a percentage difference method:

$$\text{Technical Score} = 60 \times \frac{\text{Tender Technical Mark}}{\text{Highest Technical Mark}}$$

A score of 40 is given to the Lowest Priced Technically and Commercially Compliant Tender (LPTCCT) and a score calculated for the price of each Tender using a percentage difference method:

$$\text{Pricing Score} = 40 \times \frac{\text{LPTCCT}}{\text{Tender Price}}$$

The technical and pricing scores are added together to give a total score. The successful Tender is the one with the highest total score.

In the event of two or more Tenders being awarded the same total score, the winning Tender shall be the Tender with the highest scoring technical mark.

3.1.8 **WORKING EXAMPLE;**

Scoring Technical

The technical scores for this example are worked out using the following calculation. The calculation uses tender C's marks, from the table below, as an example

$$\begin{aligned} \text{Technical Score} &= \text{Total Available Marks} \times \frac{\text{Tender Technical Mark}}{\text{Highest Technical Mark}} \\ &= 60 \times \frac{153}{176} \\ &= 60 \times 0.869 \\ \text{Technical Score} &= 52.16 \text{ (52.2 rounded to one decimal place)} \end{aligned}$$

Scoring Price

Using a similar calculation for price. Again, the following calculation uses tender C as an example:

$$\begin{aligned}
 \text{Pricing Score} &= \text{Total Available Marks} \times \frac{\text{Lowest Price Technically and} \\
 &\quad \text{Commercially Compliant Tender}}{\text{Tender Price}} \\
 &= 40 \times \frac{\pounds 1,189,621}{\pounds 1,356,721} \\
 &= 40 \times 0.877 \\
 &= 35.07 \text{ (35.1 rounded to one decimal place)}
 \end{aligned}$$

The technical and pricing scores are shown for all 5 tenders in the table below;

Tender	Technical Mark	Technical Score	Commercial Compliance	Price	Pricing Score
A	176	60	Yes	£1,235,732	38.5
B	112	0	Yes	£950,000	Not scored, technically non-compliant
C	153	52.2	Yes	£1,356,721	35.1
D	151	51.5	Yes	£1,189,621	40
E	196	0	No	£1,798,598	Technically compliant but not allocated a score as commercially non-compliant

Choosing the successful tender

The technical and pricing scores are added together to give a total score that takes account of all award criteria. The successful tender is the one with the highest total score classified as 'commercially compliant' within the stated budget. In this example, the score for Tender A is 60 + 38.5 = 98.5, which makes it the winning tender when all other scores are calculated.

The Below table demonstrates the evaluation results using the percentage score method for the 'MEAT - combined technical and price' evaluation

Tender	Technical Score	Price	Pricing Score	Total Score	Outcome
A	60	£1,235,732	38.5	98.5	Successful tender, technically and commercially compliant, highest total score
B	0	£950,000	0	0	Unsuccessful tender, technically non-compliant so cannot be awarded the contract
C	52.2	£1,356,721	35.1	87.3	Unsuccessful tender, technically and commercially compliant, lower total score
D	51.5	£1,189,621	40	91.5	Unsuccessful tender, technically and commercially compliant, lower total score
E	0	£1,798,598	0	0	Unsuccessful tender, commercially non-compliant so cannot be awarded the contract

UPON COMPLETION OF THE TENDER PROCESS

- 3.2 ITT documents sent to you are either to be returned to the Authority, or safely destroyed if you are notified at the end of the Tender process that you are not the winning contractor.

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**Situational Awareness Command & Control DT (SACC) Maritime Multi Link (MML) TNA Support-
Statement of Work Marking Guide**

1. The tenderer shall provide in their technical proposal a detailed response that addresses items A - J in the bid assessment Table 1 below. Guidance on how the Authority shall assess the tenderers' proposals is contained within this Annex and the SNITS. The technical proposal shall be detailed and proposed in the context of the MML Programme.

Item	Weighting	Description	Positive Indicators	Evaluator Assessment	Mark
A	5	The Tenderer shall propose how they will structure their identification and capture of training requirements, including TNA experience.	Does the tender provide evidence of their ability and experience to analyse training requirements iaw JSP822? Specifically, evidence of successful TNA projects in the Maritime domain.		
B	4	The Tenderer shall propose how they will demonstrate previous experience of Naval project delivery and there understanding of associated Tactical Data Links	Does the tender provide details and evidence of their teams relevant skills, experience and technical knowledge of MML and wider maritime projects?		
C	4	The Tenderer shall propose how they will undertake the TNA and satisfy the scope of the project	Does the tender provide evidence that: a) The scope of the project has been fully understood? b) That the specific TNA deliverables requested in the SoW has been fully understood?		
D	4	The Tenderer shall supply verifiable evidence of relevant successful project delivery.	Does the tender provide evidence that they have delivered previous contracts effectively and efficiently within the timelines?		
E	3	The Tenderer shall propose how they intend to manage the diverse stakeholder community and the methods to be used.	Does the tender provide evidence of previous successful stakeholder management within the MOD environment		

F	3	The Tenderer shall propose a methodology for staffing, detailing how they will fully resource the TNA activities and deliverables.	Does the tender provide detailed breakdown of resources required for the elements of the TNA in a resource plan?		
G	3	The Tenderer shall propose how they will ensure that the presented deliverables are of the required depth and quality	Does the tender demonstrate how they shall assure the quality of work undertaken iaw JSP 822 before presentation of work for formal endorsement?		
H	2	The Tenderer shall propose how they will manage and record risks, assumptions and constraints	Does the tender provide evidence of their Risk Management process and how new risks, constraints and assumptions will be communicated?		
I	M	The Tenderer shall propose how they will comply with MOD Security Standards	Does the tender confirm they will utilise the extant Government Security Classification system and provide evidence of their ability to comply with MOD Security Standards (JSP 440)		
J	M	The Tenderer shall supply copies of their current relevant QMS Certification, alongside details of processes and procedures currently followed for TNA delivery.	Has the tender provided details of their Quality Management Systems (QMS) and included copies of their current ISO 9001:2008 or equivalent certification for training requirement analysis work? Where no quality certification is held, have details of the steps the company is taking to obtain a recognised quality certification prior to contract award been provided? Note the scope of certification must be relevant to this requirement.		

Table 1 Bid Assessment Criteria

Tender Assessment Guidance

Table 2 Confidence Description scheme

2. For each question the mark will be allocated in accordance with the following guidance:

Mark	Confidence Description	Selection Characteristics
5	Significantly above expectations	Has demonstrated a complete understanding of goals and objectives and;
		Comprehensive evidence is provided to demonstrate ability in meeting the requirement and;
		Highly relevant experience, skills, competence, capacity and/or approach / process demonstrated and;
		Nil deficiencies in the response provided and a perceived very low risk
4	Above Expectations	Has demonstrated a good understanding of goals and objectives and;
		Thorough evidence is provided to demonstrate ability in meeting the requirement and;
		Relevant experience, skills, competence, capacity and/or approach / process demonstrated and;
		Acceptable deficiencies in the response provided and perceived low risk .
3	Acceptable	Has demonstrated an understanding of goals and objectives or;
		Some evidence is provided to demonstrate ability in meeting the requirement or;
		Marginal experience, skills, competence, capacity and/or approach / process demonstrated and;
		Acceptable deficiencies in the response provided and perceived medium risk .
2	Partially Acceptable	Some Aspects lacking depth, missing, unacceptable or suggesting medium – high risk
1	Below Acceptable	Many Aspects lacking depth, missing, unacceptable or suggesting high risk
0	Unacceptable	All Aspects lacking depth, missing, unacceptable or suggesting very high risk

Marking Criteria

For questions I&J there is a pass mark given in Table 3 below.

Bidders who fail to achieve a Pass Mark for Mandatory ("M") questions I & J will be automatically excluded from the competition.

Bidders must achieve an overall score of 60% to be considered for Tender.

Question	Weighting	Pass Mark	Total
I	M	3	9
J	M	3	9

Table 3 Pass Mark Criteria

COMMERCIAL COMPLIANCE MATRIX

Tenderers Commercial Proposals will be judged on Financial Viability, Compliance against Contract Terms and Conditions and Price / Affordability.

The following abbreviations are to be used to indicate compliance of ITT FTS/DE/SACC/16:

- FC – Fully Compliant
- NC – Non-Complaint (add details to explanation column)
- PC – Partially Compliant (add details to explanation column)

TENDER CONDITIONS	COMPLIANCE		
	YES	NO	COMMENTS
Acceptance of all the contract conditions for the Framework Agreement For Technical Support/Design and Engineering and the Order Conditions set out therein			
Tender Submission – Priced Commercial and technical copy 2 x Hard copy and 1 x Soft Copy AND un priced Commercial and Technical Proposal 2 x Hard Copy and 1 x soft copy			
Validity of Tender			
In relation to DEFCON 76, Provide a Current Employers Liability Insurance policy document or Centrally Agreed Limit of Liability			
ISO 9001 or equivalent Certification document			
TWG meetings firm priced per meeting up to 6 meetings			

TENDER CONDITIONS	COMPLIANCE		
	YES	NO	COMMENTS
Sub-Contracting Strategy			
A full price breakdown detailing hourly labour rates and hours assigned per deliverable, T&S rates. (This must be in addition/separate from Appendix 3 to the Draft Tasking order Form)			
Travel and Subsistence Limit of Liability, including T&S for TSG meetings up to a maximum of 6			
Firm Prices for deliverables 1- 6			
Conflict of Interest Compliance Regime for current/future potential conflicts for the Tenderer and at sub-contract level. In the event that no current/future Conflict of Interest exists, provide a statement to confirm that no conflicts exist.			
TASKING ORDER FORM			
ADDITIONAL DEFCONS SELECTED WITHIN THE TOF			
DEFCON 5J (Edn 18/11/16) – Unique Identifiers			
DEFCON 23 (Edn 08/09) – Special Jigs, Tooling and Test Equipment			
DEFCON 514 (Edn 08/15) – Material Breach			
DEFCON 522 (Edn 18/11/16) – Payment and			

TENDER CONDITIONS	COMPLIANCE		
	YES	NO	COMMENTS
Recover of Sums Due			
DEFCON 602B (Edn 12/06) - Quality Assurance without Quality Plan			
Warranty – Remedies Implied By General Law			
DEFCON 642 (Edn 06/97) – Progress Meetings			
DEFCON 659A (Edn 11/14) and DEFCON 660 (Edn 12/15) – Reportable Official Sensitive Security Requirements			
DEFCON 703 (Edn 08/13) Intellectual Property Rights - Vesting In The Authority			
Other Applicable DEFCONS;			
DEFCON 76 (Edn 12/06) – Contractors Personnel at Government Establishments. (Insurance copies must be provided)			
DEFCON 611 (Edn 02/16) – Issued Property			
DEFCON 694 (Edn 03/16) – Accounting for Property of the Authority			
APPENDICES TO THE TASKING ORDER FORM;			
Confidentiality Agreement			

TENDER CONDITIONS	COMPLIANCE		
	YES	NO	COMMENTS
Montreal Protocol Substances			
DEFFORM 539A (Edn 08/13) Tenderer's Commercially Sensitive Information			
ANNEXES TO THE FATS DE TASKING ORDER FORM			
Annex A – Statement of Work (SOW)			
Annex B – Additional Conditions to the Tasking Form			
- Endorsement of Deliverables			
- Payment of Travel and Subsistence			
- Key Personnel			
Annex C – A security response to address the Security Aspects Letter (SAL) attached.			
Annex D – Work in Progress Certificate			
SPECIAL NOTICES AND INSTRUCTIONS TO TENDERERS (SNITS)			
ANNEXES TO THE (SNITS)			
Annex A – A completed Technical Compliance Criteria/ Technical Evaluation Matrix			
Annex B– A completed Commercial Compliance			

[Redacted]

ANNEX B to SNITS
FTS/DE/SACC/16

TENDER CONDITIONS	COMPLIANCE		
	YES	NO	COMMENTS
Matrix (This Document)			
Annex C - Tender Submission Document (Offer)			

[Redacted]

ANNEX B to SNITS
FTS/DE/SACC/16

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Tender Submission Document (Offer)

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

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

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations			Tenderer's Declaration	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions?			Yes* / No	
Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?			Yes* / No	
Have you complied with all regulations relating to the operation of the collection of custom import duties?			Yes / No	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Have you completed the compliance matrix/ matrices?			Yes / No / Not Required	
Are you a Small Medium Sized Enterprise (SME)?			Yes / No	
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?			Yes / No	
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?			Yes / No	
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?			Yes* / No / N/A	
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?			Yes* / No	

Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council. http://ozone.unep.org/en/treaties-decisions/montreal-protocol-substances-deplete-ozone-layer	Yes* / No
Have you attached The Bank / Parent Company Guarantee?	Yes* / No / Not Required
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required
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 procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.</p>	
Dated this..... day of Year	
Signature: In the capacity of	
(Must be original) (State official position e.g. Director, Manager, Secretary etc.)	
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number: Dun And Bradstreet number: