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| Redacted – Data Protection Grounds |
|  | Defence Equipment & Support  Fir 1A #4105  MOD Abbey Wood  Bristol BS34 8JH |
|  | 5th November 2021  Our Reference:701550484 |  |

Dear Sir/Madam

Invitation To Tender (ITT) Reference No.701550484

1. You are invited to tender for Dismountable Ballistic Protection in competition in accordance with the attached documentation.
2. You must submit your Tender to the Defence Sourcing Portal by 10:00 on 12th January 2022.
3. All tenders are invited to attend virtual Tenders Conference on 16th November 21 at 15:00. The conference will be held via MS Teams and its aim is to give all tenderers an opportunity to ask questions about the requirement. The invitation will be sent separately prior to the event. Please confirm your attendance, provide email addresses that should be included in the invite and send questions to Redacted – Data Protection Grounds by 12 November 2021.
4. The anticipated date for the issue of formal successful/unsuccessful letters (DEFFORM 158s) is during week ending 4th March 2022.
5. The contract award is planned for 16th March 2022.
6. Please confirm receipt of this tender to Redacted – Data Protection Grounds stated in the email address Redacted – Data Protection Grounds

Yours faithfully

Redacted – Data Protection Grounds

(Signed on MODNET)

Redacted – Data Protection Grounds

DES Wpns International Guns Missiles and Rockets

(IGMR) Senior Commercial Officer – Maritime

**Invited Suppliers**

|  |  |  |  |
| --- | --- | --- | --- |
| **Supplier Name** | **Supplier Address** | **Contact Name** | **Contact e-mail** |
| CES Advanced Composites UK Ltd | Unit 3  Blake House  Admirals Way  London  E14 9UJ | Redacted – Data Protection Grounds | Redacted – Data Protection Grounds |
| Exsel Design & Integration Ltd | 3 Talina Centre  Bagleys Lane  Hammersmith Fulham  London  SW6 2BW | Redacted – Data Protection Grounds | Redacted – Data Protection Grounds |
| Force Development Services | Unit H2  Fareham  Hampshire  PO17 5DY | Redacted – Data Protection Grounds | Redacted – Data Protection Grounds |
| Istec Services Ltd | King Edward House  8 Bluecoats Avenue  Hertfordshire  SG14 1PB | Redacted – Data Protection Grounds | Redacted – Data Protection Grounds |
| Permali | Bristol Road  Gloucester  Gloucestershire  GL1 5TT | Redacted – Data Protection Grounds | Redacted – Data Protection Grounds |
| Plasan Sasa Ltd | Sasa  M P Meron Lagalil  Israel | Redacted – Data Protection Grounds | Redacted – Data Protection Grounds |

**Invitation To Tender**

**for**

**Dismountable Ballistic Protection Systems**

**Reference: 701550484**

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# **Section A – Introduction**

**DEFFORM 47 Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

A13. “Schedule of Requirements” (Schedule 2 in Standardised Contracting Template 2 (SC2)) means that part of the Contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A14. The “Statement of Work” [Schedule 2 – Annex A] means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

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

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

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

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

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

**Purpose**

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

a.        timetable for the next stages of the procurement;

b.        instructions, conditions and processes that governs this competition;

c.        information you must include in your Tender and the required format;

d.        administrative arrangements for the receipt and evaluation of Tenders;  
  
e. criteria and methodology for the evaluation of Tenders; and

f.        Contract Terms & Conditions

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

A22.   This requirement was advertised by the Authority in [FTS dated 17/03/2021](https://www.find-tender.service.gov.uk/Notice/005469-2021) under the following reference 701550484.

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

A24. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage under the Restricted procedure.

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

**ITT Documentation and ITT Material**

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

a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;

b.  not copy or disclose the ITT Documentation or ITT 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 ITT;

c.  seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;

d.  abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A27.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence.  Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority; 

e.  accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority’s written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;

f.   inform the named Commercial Officer if you decide not to submit a Tender;

g.  immediately confirm destruction of (or in the case of software, that it is beyond use) all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and

h.   consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked ‘OFFICIAL-SENSITIVE’ or ‘SECRET’.

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

**Tender Expenses**

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

**Consortia and Sub-Contracting Arrangements**

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

**Material Change of Control**

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

1. 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;
2. 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
3. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and
4. 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:

1. 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 10 business days following request from the Authority; or
2. 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. Standardised Contract 2 (SC2) 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](mailto:employerrelations@rfca.mod.uk)

Address: Defence Relationship Management

Ministry of Defence

Holderness House

51-61 Clifton Street

London

EC2A 4EY

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

# **Section B – Key Tendering Activities**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date** | **Responsibility** | **Submit to:** |
| Invitations to Tender Issued | 5th November 2021 | IGMR Comrcl | All qualifying Tenderers |
| Tenderers Conference  (via Teams) | 16th November 21  15:00 | IGMR Comrcl | All qualifying Tenderers |
| Ship visits to inspect existing DBP Stowage’s | To be arranged upon request and according to ship availability | IGMR PT | Available to all Tenderers upon request. Tenderers to provide a minimum of two weeks notice. |
| Final date for Clarification Questions/Requests for additional information | 3rd December 2021 | Tenderers | Defence Sourcing Portal |
| The Authority issues Final Clarification Answers | 10th December 2021 | The Authority | All Tenderers |
| Tender Return | 10:00 on 12th January 2022 | Tenderers | Defence Sourcing Portal |
| Tender Assessment Panel (TAP) | 4th February 2022 | The Authority | N/A |
| Negotiations | N/A | The Authority | N/A |
| Reverse Auction | N/A | The Authority | N/A |
| DEFFORM 158s (Successful / Unsuccessful Letters) issued. | 4th March 2022 | The Authority | N/A |
| Standstill Period  (10 Days) |  | The Authority | N/A |
| Contract Awarded | 16th March 2022 | The Authority | N/A |

**Industry Day**

B1. A Tenderers Conference is being held – see above.

**Clarification Questions**

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

**Tender Return**

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

**Negotiations**

B4. Negotiations do not apply to this tender process.

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

**Construction of Tenders**

1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm. A Price breakdown is not required in the Tender.
2. To assist the Authority’s evaluation, please set out your Tender response in accordance with C4 (Tender Response Structure).

**Validity**

C3. Your Tender must be valid and open for acceptance for 120 calendar days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

**Tender Response Structure**

C4. The master copy of Tender Return shall be submitted via DSP as an attachment against section 1.1. Tenderers are also required to complete all questions as listed in DSP. Tenderers shall provide as a minimum, the following information/completed documents:

|  |
| --- |
| DEFFORM 47 Annex A - Tender Submission Document (Offer) Offer |
| DEFFORM 47 Annex B - Terms and Conditions Compliance Matrix |
| DEFFORM 47 Annex C – Social Value |
| DEFFORM 47 Annex D – Technical / Logistical Evaluation |
| DEFFORM 47 Annex E – Financial Evaluation Matrix |
| DEFFORM 47 – Annex F- Defcon 658 – Letter to contractors |
| Schedule 2 – Schedule of Requirements |
| Schedule 5 – Contractors Commercially Sensitive Information (iaw Condition 13) |
| Schedule 6 – Hazardous Contractor Deliverables, Materials or Substances statement for Contract 701550484 |
| Schedule 7 – Timber and Wood-Derived Products – Data Requirements for Contract 701550484 |
| Schedule 9 – Price List for additional purchases |
| Letter confirming compliance with Security Aspects Letter at Schedule 10 |
| Schedule 11 –– Appendix 1 – IPRE Form |

# **Section D – Tender Evaluation**

1. Tenders will be assessed by the Authority on a '4 Stage' approach as defined below:

* Stage 1. Terms and Conditions Compliance - Where a tenderer receives a score of "PASS" at Stage 1, they will progress to Stage 2, (Social Value).
* Stage 2. Social Value - There are 3 Social Value themes with associated Scores. Where a tenderer receives a score of “Pass” they will progress to Stage 3 (Technical / Logistical Evaluation).
* Stage 3 Technical / Logistical Evaluation - Where a tenderer receives a score of “PASS” against all binary criteria and a minimum numerical score of 48 at Stage 3, they will progress to Stage 4 (Financial Evaluation).
* Stage 4 Financial Evaluation - Tenders will be assessed in terms of NPV (Net Present Value) and the best value for money (VfM) tender shall be based on the lowest total NPV figure and shall be the winning tender.

**Stage 1 - Terms and Conditions Compliance**

1. The Tender will be assessed for Terms and Conditions Compliance, against the Terms and Conditions of Contract in order to achieve the overall customer requirements. No caveats or amendments to contract conditions will be accepted. The tenderer must complete and submit the Terms and Conditions Compliance Matrix at Annex B to the DEFFORM 47 to DSP to confirm compliance, the Terms and Conditions Compliance Matrix will be marked as either a "PASS" or "FAIL”.
2. A Score of "PASS" at Stage 1 will result in the tenderer being deemed commercially compliant and proceeding to 'Stage 2'. A Score of "FAIL" at Stage 1 will result in the tenderer being classed as unacceptable and excluded from the competition.
3. Definitions of PASS / FAIL:

|  |  |
| --- | --- |
| **Mark** | **Criteria** |
| PASS | Tenderer completes Terms and Conditions compliance matrix and is compliant with the ALL conditions |
| FAIL | The Tenderer fails to complete the Terms and Conditions compliance matrix OR is non-compliant with the conditions |

**Stage 2 – Social Value**

D5.The Tender will be assessed on the responses to the Social Value evaluation criteria as detailed below. The Tenderer shall submit their response via DSP:

|  |  |
| --- | --- |
| **Criteria**  **number** | **Criteria** |
| **1** | **Tackling Economic Equality**  Please provide a statement of how your company is contributing to the following:   * Create new businesses, new jobs and new skills * Increase supply chain resilience and capacity |
| **2** | **Fighting Climate Change**  Please provide a statement of how your company is contributing to the following:   * Effective stewardship of the environment |
| **3** | **Equal Opportunity**  Please provide a statement of how your company is contributing to the following:   * Reduce the disability employment gap * Tackle workforce inequality |

D7 A Score of "PASS" at Stage 2 will result in the tenderer proceeding to Stage 3 (Technical / Logistical Evaluation). A Score of "FAIL" at Stage 2 will result in the tender being classed as unacceptable and excluded from the competition.

D8 Scores for the Social Value stage will be awarded as follows, a mark of '"FAIL"' against any of the questions will result in an overall score of Fail and exclusion from the competition.

|  |  |
| --- | --- |
| **Criterion Score:** | |
| PASS | The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:  - Good understanding of the requirements as set out in the Sub-Criteria.  - Sufficient competence demonstrated through relevant evidence.  - Some insight demonstrated into the relevant issues.  - The response addresses most of the social value policy outcome and also shows general market experience. |
| FAIL | The response completely fails to meet the required standard or does not provide a proposal. |

D9 In order to achieve a “Pass” in this Stage 2, tenderers are expected to provide a comprehensive response to each of the above Social Value Themes.

**Stage 3 - Technical / Logistical Evaluation**

D10 The Tender will be assessed on the responses to the Technical and Logistical questions listed below. The Tenderer shall submit their response to questions via DSP to confirm compliance.

|  |  |
| --- | --- |
| **Question No.** | **Technical / Logistical Questions** |
| 2.1 | Explain how the Dismountable Ballistic Protection (DBP) will provide front and side protection from deck level to a height of at least one metre and one metre either side of the mount. |
| 2.2 | Explain how the DBP will provide the operator with ballistic protection to STANAG 4569 Level 1. |
| 2.3 | Explain how the DBP will allow the operator to continue to wear OSPREY/VIRTUS body armour without impinged mobility. |
| 2.4 | Explain what non-ferrous materials the DBP is to be made of to reduce effect on magnetic signature, radar cross-section and maintenance routine. |
| 2.5 | Explain how the DBP will not interfere with the established arcs of fire of the weapon. |
| 2.6 | Explain how the DBP will be weather-proofed and be capable of being used across the worldwide operational environment down to, and including, C2 in accordance with DEFSTAN 00-035 Part 4 Issue 05 – “Environmental Handbook for Defence Materiel - Natural Environments”. |
| 2.7 | Explain how the DBP will be compatible with existing stowages on a T23 at the FWD silo and FWD or AFT waist positions and on a T45 in the Hangar and 01 deck positions. |
| 2.8 | Explain how the Contractor will design, manufacture and supply a prototype DBP system to HMNB Portsmouth for Fit & Form checks within 30 business days of Contract award. |
| 2.9 | Explain how any modifications that are identified against the prototype will be incorporated into the production spec design solution and be manufactured and supplied within 90 calendar days of Contract placement for the initial order. |
| 2.10 | Explain the manufacturing systems in place to ensure production specification DBP sets will be delivered within 90 calendar days or less from time of order. |
| 2.11 | Explain how the Contractor will make reasonable adjustments and alterations to the production specification design based on feedback from the Authority or the end user during either the prototype phase or whilst in-service. |
| 2.12 | Explain your end to end supply chain detailing how you will supply the items within the Contract, to include management of risk and resilience in your supply chain. |
| 2.13 | Explain the management system (or systems) which your organisation uses which ensures that customer requirements are fully met in relation to performance, time, cost and quality criteria and provide any details of relevant reviews which are conducted. As part of the ITT response the Tenderer is to provide a copy of their Quality Management System Certificate and a draft Quality Management Plan iaw AQAP 2015 Ed C. |

1. Scores for the Technical / Logistical questions will be awarded as follows

|  |  |
| --- | --- |
| Scoring Guidance | |
| **Score** | **Guidance Narrative** |
| High Confidence  100 | The Tenderer’s response demonstrates an excellent understanding of the evaluation criteria with comprehensive evidence, using high quality, relevant and real-life examples, resulting in the Authority judging that it is highly likely the requirement / KUR will be achieved. The tenderers response demonstrates high confidence that the requirement / KUR will be met based on the quality of the evidence and examples they have provided.  For question 2.12, the Tenderer’s response demonstrates a high quality, detailed answer in relation to the description around their end to end supply chain. This is supported by relevant, high-quality real-life examples, resulting in being able to judge that the ability to supply the items is highly likely to be achieved. |
| Good Confidence  70 | The Tenderer’s response demonstrates a good understanding of the evaluation criteria with good evidence, using good quality, relevant and real-life examples, resulting in the Authority judging that it is likely the requirement / KUR will be achieved. The tenderers response demonstrates good confidence that the requirement / KUR will be met based on the quality of the evidence and examples they have provided.  For question 2.12, the Tenderer’s response demonstrates a clear description of their end to end supply chain supported by a relevant high-quality real-life example. This results in being able to judge their ability to supply the items is likely to be achieved. |
| Low Confidence  30 | The Tenderer’s response demonstrates a partial understanding of the evaluation criteria with limited evidence, using low quality, relevant and real-life examples, resulting in the Authority judging that it is unlikely the requirement / KUR will be achieved. The tenderers response demonstrates low confidence that the requirement / KUR will be met based on the quality of the evidence and examples they have provided.  For question 2.12, the Tenderer’s response provides a limited, low quality description of their end to end supply chain with limited real-life example supporting evidence. The response results in low confidence in their ability to supply the items successfully in line with the requirement. |
| Concerns  10 | The Tenderer’s response demonstrates a very limited understanding of the evaluation criteria with insufficient evidence, using very low quality, relevant and real-life examples, resulting in the Authority judging that it is highly unlikely the requirement / KUR will be achieved. The tenderers response demonstrates concerns that the requirement / KUR will only be partially met and mostly not adhered to based on the quality of the evidence and examples they have provided.  For question 2.12, the Tenderer’s response provides an insufficient description of their end to end supply chain, inadequate supporting evidence. The response shows the supplier is highly unlikely to supply the items successfully in line with the requirement. |
| Unacceptable  0 | The Tenderer’s response fails to demonstrate a clear understanding of the evaluation criteria with little or no evidence, using no relevant and real-life examples, resulting in the Authority judging that the requirement / KUR will not be achieved. The tenderers response demonstrates an unacceptable level of information and no detail as to how the requirement / KUR will be met based on the quality of the evidence and examples provided.  For question 2.12, the Tenderer’s response provides no detailed description or supporting evidence of their end to end supply chain. The response results in no confidence in their ability to supply the items successfully in line with the requirement. |

1. The Tenderer must achieve a minimum score of 910 out of 1300 to progress to the next stage (Stage 4 – Financial Evaluation). Scores below 910 will result in an overall score of Fail and exclusion from the competition.

**Stage 4 - Financial Evaluation**

D9. Tenderers shall complete and submit Annex E to the DEFFORM 47 to DSP. The pricing data provided will be used to perform a NPV assessment of the bids. Tenderers are requested to provide this information in .pdf and Excel spreadsheet format.

D10 The total NPV value for each item will be added together and the sum of all NPVs shall be compared to establish the best value for money tender.

**Tender Result**

D11 The best value for money tender shall be the lowest NPV total.

**Authority Clarification**

**D12** The Authority may seek clarification from the Tenderer if any part of the proposal cannot be adequately evaluated because it contains apparent errors, or the meaning or intent is not clear. All such clarifications will be through the Authority Commercial Officer. The Tenderer shall confirm receipt and respond to the clarification within three (3) working days.

D13 If the Tenderer receives a clarification outside this process, they are to immediately advise the Authority Commercial Officer who will consider the clarification and take one of the following actions:

* 1. Re-issue the clarification formally to the Tenderer; or
  2. Request the Tenderer to ignore the clarification and take no further action.

**Debriefing**

D14. MOD policy is to formally debrief unsuccessful Tenderers following the Effective Date. The debriefing is intended to provide mutual longer-term benefits and it is not a negotiation or an opportunity to re-open the Contract Award.

D15 The Authority will hold a formal debrief as soon as possible after a decision has been made to award a contract subject to a Tenderer’s formal request in writing to the Authority Commercial Officer. Any requests for a debrief must be made by the Tenderer within ten (10) working days once the Standstill Period has finished. Upon request for a debrief, the Authority will seek to carry this out within twenty (20) calendar days from the Tenderer’s request. Any requests by a Tenderer for a debrief to be carried out during the Standstill Period or any time prior to Contract Award will automatically be declined by the Authority.

D16 The Authority will keep records of any debrief as part of an audit trail

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

**Submission of your Tender**

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by 10:00 on 12th January 2022. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITT 701550484.

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

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

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

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact the Commercial Officer stated in the ITT Letter above to discuss any exchange of ITER 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 forwarded by email 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**

* 1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a Contract as a result of this competition or at a later stage. Neither does the issue of this ITT or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.
  2. The Authority reserves the right, but is not obliged to:  
     1. Vary the terms of this ITT in accordance with applicable law
     2. 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;
     3. visit your site;
     4. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITT;
     5. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic PQQ or the tender process;
     6. 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;
     7. withdraw this ITT at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
     8. re-issue this ITT on a single source basis, in the event that this procurement does not result in a ‘competitive process’ as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014;
     9. choose not to award any Contract as a result of the current tender process;

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;

* 1. 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**

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

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender 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**

1. You must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

**Conflicts of Interest**

1. 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:

* + 1. The manner of operation and management;
    2. roles and responsibilities;
    3. standards for integrity and fair dealing;
    4. levels of access to and protection of competitors sensitive information and Government Furnished Information;
    5. confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);
    6. the Authority’s rights of audit; and
    7. physical and managerial separation.

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

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

**Standstill Period**

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

**Publicity Announcements**

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

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

**Sensitive Information**

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

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

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

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

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

**Specific Conditions of Tendering**

F20. Not required

# **DEFFORM 47 Annex A – Tender Submission (offer)**

**Ministry of Defence**

**TENDER SUBMISSION DOCUMENT (OFFER) – ITT 701550484**

**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 | |
| 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 Regulations 2012? | | | Yes\* / No | |
| Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement? | | | Yes\* / No | |
| Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly | | | Yes\* / No | |
| Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer? | | | Yes / No / Not Required | |
| Have you complied with the requirements of the Defence Safety Authority Regulatory Articles? | | | Yes / No / Not Required | |
| Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITT? | | | Yes / No | |
| \*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer). | | | | |
| **Tenderer’s Declaration of Compliance with Competition Law** | | | | |
| 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:   * 1. the offered price has not been divulged to any Third Party;   2. no arrangement has been made with any Third Party that they should refrain from tendering;   3. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion;   4. no discussion with any Third Party has taken place concerning the details of either’s proposed price; and   5. no arrangement has been made with any Third Party otherwise to limit genuine competition.   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.  We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.  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). | | | | |
| Dated this.................. day of ................................................................... Year ........................ | | | | |
| **Signature: In the capacity of**  (Must be scanned 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:**  **Dunn And Bradstreet number:** | | |

## **Appendix 1 to DEFFORM 47 Annex A (Offer)**

**(Edn 15 Feb 21)**

**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:
   1. 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. Where any of the conditions listed below (a-c) form part of the contract terms and conditions of the Contract or where other similar narrative based obligations exist, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables of which the Contractor is or should be reasonably be aware as at the date of the Contract are disclosed in Appendix 1 to Schedule 11 IPR Restrictions Form [IPR Form] to the Contract.

a.        Limitations of Deliverable Software under Clause 3b DEFCON 91.

b.        Notifications under clause 1 of DEFCON 632.

c.        Notifications under clause 4.1 of the Technical Data Clause.

The Contractor shall promptly notify the Authority in writing if it becomes aware during the performance of the Contract of any required additions, inaccuracies or omissions in Appendix 1 to Schedule 11.

Any amendment to Appendix 1 to Schedule 11 shall be made in accordance with DEFCON 503 (equivalent Clause 6 for SC templates)

**Important Note**

The Authority reserves the right to reject any tender where IPR restrictions seek to impose unacceptable IPR Restrictions upon the Authority.

* 1. 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;
  2. 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;
  3. 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.

1. 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.
2. 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**

1. 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.
2. 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:

1. a non-UK export licence, authorisation or exemption; or
2. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 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.

1. 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.
2. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.
3. 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.
4. 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**

1. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.
2. 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.
3. 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**

1. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of ‘Very Low’. The Risk Assessment Reference is **RAR-447008685.** Tenderers are required to complete the Suppliers Assurance Questionnaire (SAQ). Please note that with effect from 12:00 on 04 June 21 the SCPS tool has been replaced with an interim process while a new tool is developed. Tenders must provide a copy of the completed SAQ via [MS Form](https://forms.office.com/Pages/ResponsePage.aspx?id=7WB3vlNZS0iuldChbfoJ5Tv4OR9pb0BHial1Ag-WKXVUOFk3Sk9SS0JDQ0FRWjhYNDhTVldHUDJaNy4u) which must be accompanied by an email from DCPP confirming the SAQ result. It is the Authority preference to us MS Form but PDF version of SAQ can be requested by emailing Redacted – Data Protection Grounds . Additionally, Annex F to DEFFORM 47 is to be signed and submitted as part of the Tender response, together with a Cyber Security Implementation Plan as appropriate. The interim process is explained on the [DCPP web page](https://www.gov.uk/guidance/defence-cyber-protection-partnership) together with further guidance on the process.

**Sub-Contracts Form 1686**

1. 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**

1. 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.
2. 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.
3. 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.
4. 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 Information and Environmental Information Regulations**

1. 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.
2. 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.
3. 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”).
4. You must complete the attached Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A, SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.
5. 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**

1. 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**

1. 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**

1. 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. Tenderers are required to comply with any applicable DSA military regulatory policy and regulation. Tenderers who wish to propose an alternative acceptable means of compliance must obtain agreement in principle from the relevant defence regulator (through the Project Team) in advance of submitting their Tender. Acceptable Means of Compliance (AMC) are strongly recommended practices and a justification will be required if they are not followed. Tenderers must consult the relevant defence regulator where there is more than one AMC. You must confirm how you intend to comply with the regulatory articles, and the date you consulted with the relevant defence regulator.

**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.

# **DEFFORM 47 Annex B – Terms and Conditions Compliance Matrix**

Please refer to a separate file and upload completed submission to DSP.

# **DEFFORM 47 Annex C – Social Value**

Please refer to questions on DSP

# **DEFFORM 47 Annex D – For Information Only – Drawings and Photos**

## **Appendix 1 to Annex D - Ballistic Armour Stowage Drawings –**

Note: Separate Zip File

## **Appendix 2 to Annex D – DBP Stowage Images - Not included on Military Technical Information Grounds**

Note separate Zip File

# **DEFFORM 47 Annex E – Financial Evaluation Matrix**

Note: Separate Excel Spreadsheet to be completed and uploaded to DSP

# **DEFFORM 47 Annex F - Defcon 658 – Letter to contractors**

**Reference: 701550484**

**CYBER RISK PROFILE FOR ABOVE ITT: Dismountable Ballistic Protection Systems**

We refer to the above-mentioned ITT

Please note that, for all contracts and relevant Sub-contracts which are assessed to have a Cyber Risk Profile of HIGH, clause 3.1.3 of DEFCON 658 is suspended until further notice but you must otherwise continue to comply fully with DEFCON 658 Edn 10/17. As part of this process, you must complete the Risk Assessment and Supplier Assurance Questionnaire using the interim process described in ISN 2021-05 and you must continue the flow down throughout the supply chain until the Cyber Risk Profile is no longer assessed to be HIGH.

With effect from 4 June 2021*,* forall contracts which are assessed to have a Cyber Risk Profile lower than HIGH (i.e. MODERATE, LOW or VERY LOW), the MOD confirms that the following clauses of DEFCON 658 shall operate as set out below until further notice by ISN and letter:

**Clauses 3.1.1 and 3.1.2:**

These clauses shall remain in effect for **all** MOD awarded contracts but, where a MOD awarded contract has a Cyber Risk Profile below HIGH and/or where a Sub-contract has a Cyber Risk Profile below HIGH, this clause is suspended for all relevant lower tier Sub-contracts which are awarded on or after 4 June 2021. Please see the diagrams attached at Annex A to this letter which are provided for illustrative purposes.

**Clause 3.1.3:**

This clause is suspended for all contracts and Sub-contracts which are due to re-complete the CSM Supplier Assurance Questionnaire between 4 June 2021 and the end of the interim process.

**General:**

For the avoidance of doubt please note that:

1. All other provisions of DEFCON 658 will continue to apply;
2. In accordance with clause 3.1.9, DEFCON 658 should continue to be included in all relevant Sub-contracts. Strictly to the limited extent outlined above and in relation to Sub-contracts assessed to have a Cyber Risk Profile below HIGH, MOD is content for contractors to offer their Sub-contractors a suspension of the equivalent provisions to 3.1.1, 3.1.2 and 3.1.3 until the full Supplier Cyber Protection Service is available again;
3. For Sub-contracts where the prime contract with MOD has been assessed to have a Cyber Risk Profile of MODERATE, LOW or VERY LOW, it is a matter for you to determine how best to ensure that cyber risk is appropriately managed until the full Supplier Cyber Protection Service is available again. However, contractors are expected to act reasonably and proportionately in relation to relevant Sub-contracts.

The Supplier Cyber Protection Service tool is expected to be fully operational in the Autumn of 2021 and the MOD will notify you by ISN and letter when you should recommence the use of the online tool.

At this point, MOD will also confirm the period within which:

1. any annual renewals of CSM Supplier Assurance Questionnaires must be completed in order to be considered compliant with clause 3.1.3 of DEFCON 658; and
2. Sub-contracts with a Cyber Risk Profile of MODERATE, LOW and VERY LOW must again comply with all of the obligations set out in clauses 3.1.1 and 3.1.2.

This period is expected to be no less than 6 weeks, although may be longer depending on the period for which the Supplier Cyber Protection Service has been offline*.*

Signed on behalf of the MOD Redacted – Data Protection Grounds

Please sign and date this letter below and return by post OR email to the MOD Commercial Officer at the email address above to confirm receipt and acknowledge the provisions set out above.

Signed on behalf of the Contractor by .....................................

Date ..................................................................................2021

**Annex A - Illustrative Examples**

In relation to contracts awarded on or after 4 June 2021, clauses 3.1.1 and 3.1.2 of DEFCON 658 continue to apply to all contracts / Sub-contracts marked with solid outlines below but are suspended for those shown with dashed outlines.

For the avoidance of doubt, Supplier Assurance Questionnaires should still be completed, using the interim process, for Sub-contracts where the sub-contractor is in receipt of a Risk Assessment from a higher tier contractor.

Boxes marked with an \* indicate lower tier Sub-contracts where the sub-contractor has not received a Risk Assessment from a higher tier contractor and will not have completed a Supplier Assurance Questionnaire during the interim cyber assurance process. They are therefore estimated to have the Cyber Risk Profile indicated for illustrative purposes only.

To note - the Tier 1 and Tier 2 suppliers marked with solid outlines must complete a Risk Assessment for each sub-contract which they place.

**Example 1:**