



Ministry
of Defence

Redacted Under FOIA Section 40, Personal Information

To Address Line 1

Your Reference:

To Address Line 2

To Address Line 3

Our Reference: 702933455

To Address Line 4

Postcode

Date: 28/09/2023

FAO

Dear Sir/Madam,

Invitation To Tender (ITT): 702933455- PEDT/0029 – Procurement of Back-up
Atmosphere Monitoring Systems (BAMS)

1. You are invited to tender for PEDT/0029 – Procurement of Back-up Atmosphere Monitoring Systems (BAMS) in competition in accordance with the attached documentation.
2. The requirement is for the provision and support of quantity 10 BAMS units.
3. The anticipated date for the contract award decision is Q1 2024, please note that this is an indicative date and may change.
4. You must submit your Tender to the Defence Sourcing Portal (DSP) by 13:00 on 15th November 2023 (GMT).

Yours Faithfully,

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Invitation To Tender
for
702933455-PEDT/0029: Backup Atmosphere Monitoring Systems (BAMS)

DEFFORM 47

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

This invitation consists of the following documentation:

DEFFORM 47 – Invitation To Tender (ITT). The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:

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○ Contract Documents (As per the contents table in the Terms and Conditions)	

Section A - Introduction**Definitions**

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

- A1. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.
- A2. "Compliance Regime" is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.
- A3. "Conditions of Tendering" means the conditions set out in this DEFFORM 47 that govern the competition.
- A4. A "Consortium Arrangement" means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.
- A5. "Contract" means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.
- A6. "Contract Terms & Conditions" means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.
- A7. "Contractor Deliverables" means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.
- A8. "Cyber Security Model" means the model defined in DEFCON 658.
- A9. "Defence Sourcing Portal" means the electronic platform in which Tenders are submitted to the Authority.
- A10. "Government Furnished Information" means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.
- A11. "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 Requirement" (Schedule 16 in Standardised Contracting Template 2 (SC2)) 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 / precedence.

A22. This Requirement was advertised by the Authority in Find a Tender (FTS) dated 15/12/2022 under the following reference: 2022/S 000-035462.

A23. This ITT is subject to the Defence and Security Public Contract Regulations (DSPCR) 2011.

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

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

A26. Funding has been approved for this requirement.

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 any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;

- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph 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 of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A27 above.

Tender Expenses

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

Consortia and Sub-Contracting Arrangements

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

Material Change of Control

- A31. You must inform the Authority in writing as soon as you become aware of:
- a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;
 - b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response

or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or

- c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and
- d. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:
 - i. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;
 - ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;
 - iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and
 - iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

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

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

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

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

Contract Terms & Conditions

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

A36. The Standardised Contract 2 (SC2) Terms and Conditions are attached.

Other Information**A37. The Armed Forces Covenant**

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

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

- c. [The Armed Forces Covenant](#) provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.
- d. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

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

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

Section B - Key Tendering Activities

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

Stage	Date and Time (GMT)	Initiated By	Submit to:
Final date for Clarification Questions / Requests for additional information	13:00 08/11/2023	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	13:00 10/11/2023	The Authority	All Tenderers
Tender Return	13:00 15/11/2023	Tenderers	Defence Sourcing Portal
Tender Evaluation	December 2023	The Authority	N/A
Contract Award	Q1 2024	The Authority	N/A

Notes**Tenderers Conference**

B1. A Tenderers Conference is not being held.

Clarification Questions

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

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in **£GBP (ex VAT)**. Prices must be **Firm Price** and shall cover the duration of the Contract inclusive of any applicable discounts. A price breakdown shall be included in accordance with the below:

- Line Item 1 – Total Firm Price for the provision of quantity 10 Backup atmosphere Monitoring (BAMS) units and supporting spares package as set out in Schedule 16 – Statement of Requirement.
- Line Item 2 – Total Firm Price Call-off for quantity 1 additional Backup Atmosphere Monitoring (BAMS) units and supporting spares package. The Firm Price shall be submitted for Years 1-3 of the Contract.
- Line Item 3 – Firm Priced Call-off for each additional supporting spare (outside of the scope of the supporting spares package) detailed in a completed Schedule 13 - Additional Items Price List. The Firm Price shall be submitted for Years 1-3 of the Contract.
- Line Item 4 – N/A Priced per Task

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

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.

Annex A to Section C – Construct of Tender

Overview

- 1.1 This annex details how the Tender shall be presented, and the information required to enable the Tender to be evaluated. The Tenderer's response shall be concise, well indexed and in sufficient detail to enable the Authority to assess against the evaluation criteria (as per Section D).
- 1.2 Responses shall be submitted in accordance with the following Sections;
- Commercial
 - Technical
- 1.3 Each Section shall be capable of being understood and evaluated based on the Tenderer's response to each section and shall not reference or rely on any response to other sections.
- 1.4 This Annex and its subheadings explain the expected content of each Section.
- 1.5 The Tenderer shall provide all information required as part of the ITT response which shall be completed and returned via the Defence Sourcing Portal (DSP).

Section 1 - Commercial

- 1.6 The Tender shall be used to assess the Tenderer's compliance with the Commercial Terms and Conditions of the Contract as well as an evaluation of whether the bid offers Value For Money (VFM) for the Authority. For ease of assessment, the Tenderer is required to format the Commercial Tender response into 4 discrete sections, as follows:
- 1.6.1 DEFFORM 47
- 1.6.1.1 The Tenderer shall return a signed copy of the DEFFORM 47 Annex A (Offer) which can be found at Appendix 1 to Annex A below. The form must indicate the total Aggregate value of Line one of Schedule 2. There is not a requirement to include the aggregate value for Line 2 and 3 of Schedule 2 as these will be subject to orders or tasking.
- 1.6.1.2 All mandatory declarations must be completed.
- 1.6.2 Commercial Compliance Matrix
- 1.6.2.1 The Tenderer shall return a completed Commercial Compliance Matrix against each of the Terms and Conditions outlined in the Terms of the Contract attached to this ITT.
- 1.6.2.2 The Commercial Compliance Matrix for completion is attached at Annex B to the DEFFORM 47.
- 1.6.3 Finance/Pricing Information
- 1.6.3.1 The Tenderer shall submit a completed Schedule 2 detailing the firm price, inclusive of packaging and delivery for all items detailed within item number 1 and 2. Prices shall be Firm, in pound sterling, ex. VAT and inclusive of all applicable discounts. The Tenderer shall also input the packaging code in the packaging requirements column in accordance with para 25 of Schedule 16 – Statement of Requirements.

- 1.6.3.2 The Tenderer shall submit a Milestone Payment Plan for all Items detailed within item number 1.
- 1.6.3.3 The Tenderer shall complete and submit the Additional Items Price List at Schedule 13 detailing the price for ordering additional items under Schedule 2 item numbers 2 and 3, inclusive of any price breaks for the duration of the Contract. This item number shall not form part of the Tender evaluation.
- 1.6.3.4 The firm priced period shall be for Contract Year 1 to 3. All subsequent years shall be subject to Variation of Price in accordance with Clause 56 of the Terms and Conditions.
- 1.6.3.5 Pricing for Schedule 2 item number 4 is not required to be submitted as part of the Tender process and as such shall not form part of the Tender evaluation. Tasks under Line 4 shall be priced in accordance with the tasking process detailed at Clause 52 to the Terms and Conditions.
- 1.6.4 Additional Commercial Information
- 1.6.4.1 The Tenderer shall provide a response to the following:
- 1.6.4.1.1 **ITT Amendments** – If applicable, a signed statement confirming that all amendments to the ITT, issued during the Tendering period, have been incorporated as appropriate. The statement shall include the Amendment Number of the latest Amendment received.
- 1.6.4.1.2 **Tender Response Checklist** – A completed Tender Response Checklist which can be found at Appendix 1 to Annex A to Section C of this Tender.
- 1.6.4.1.3 **IPR Issues** – The Tenderer is to be aware of any IPR (background/proprietary/foreground) that may affect the requirements of the Tender and submit, where critical to the delivery, details of proprietary IPR, explaining how licenses for use of proprietary IPR will be secured and explain the Tenderer's strategy for ongoing security of supply.
- 1.6.4.1.4 **Security Aspects Letter** – The Tenderer shall provide a signed statement confirming compliance to the Security Aspects Letter (SAL) in accordance with Schedule 15 para 4. This statement shall include their unqualified acceptance of Annex A to Schedule 15.
- 1.6.4.1.5 **Proof of insurance** – The Tenderer shall provide evidence of insurance provisions the Tenderer intends to use to mitigate against the risks associated with the Heads of Loss at Condition 48 para d. of the Contract.

Section 2 – Technical

- 1.7 The Tenderer shall provide a response to the Technical Requirement detailed as follows:
- 1.7.1 Technical Question Response
- 1.7.1.1 The Tenderer shall provide responses to the technical questions in relation to Technical, Supply Chain, Project Management and Social Value detailed within DEFFORM 47 Annex C.

Appendix A to Annex A to Section C - Tender Return Checklist

The Tenderer is reminded that as part of the ITT response they shall complete and return the following documents:

Document Name	Document Location	Document Returned
Completed and Signed DEFFORM 47 Annex A (Offer)	DEFFORM 47 Annex A	
Completed Tender Return Checklist	DEFFORM 47 Appendix A to Annex A to Section C	
Commercial Compliance Matrix	DEFFORM 47 Annex B	
Technical, Project and Social Value Question responses	DEFFORM 47 – Annex C (ITT Questions)	
Completed Supplier Assurance Questionnaire (SAQ)	DEFFORM 47 Annex D Supplier's Assurance Questionnaire on the Supplier Cyber Protection Service	
ITT Amendments Statement	Statement to be provided by the Tenderer	
IPR Declaration	Statement to be provided by the Tenderer	
Proof of insurance	Evidence to be provided by the Tenderer in association with para 1.6.4.1.5.	
Finance/Pricing Information – Completed Schedule 2	Contract Terms – Schedule 2	
Completed Schedule 5 – Contractor's Sensitive Information	Contract Terms – Schedule 5	
Completed Schedule 6 – Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract	Contract Terms – Schedule 6	
Completed Schedule 7 – Timber and Wood Derived	Contract Terms – Schedule 7	

Document Name	Document Location	Document Returned
Products Supplied under the Contract		
Completed Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions	Contract Terms – Schedule 10	
Completed Schedule 12 – Milestone Payment Plan	Contract Terms – Schedule 12	
Finance/Pricing Information – Completed Schedule 13 – Additional Items Price List	Contract Terms – Schedule 13	
Completed Schedule 15 – Security Aspects Letter	Contract Terms – Schedule 15	

Section D - Tender Evaluation

- D1. Annex A to Section D details how your Tender will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria.
- D2. Negotiations do not apply to this tender process.

Annex A to Section D – Tender Evaluation

1 Overview

- 1.1 This Tender is conducted under the Restricted Procedure of the Defence and Security Public Contract Regulations (DSPCR) 2011, which means that the Authority cannot negotiate any aspect of the ITT or any responses.
- 1.2 Each evaluation stage shall be assessed by Suitably Qualified Experienced Personnel (SQEP) as deemed appropriate by the Authority. On completion of evaluation a Tender Evaluation Panel (TEP) will take place. The TEP will then review the individual scores against each requirement and agree on a consensus if there is disparity in evaluators scores.
- 1.3 If a fail is assessed against any of the pass/fail criteria the Tenderer will be deemed non-compliant and shall be excluded from the competition.
- 1.4 If a score of 0 is achieved against any of the scored criteria the Tender will be deemed non-compliant and shall be excluded from the competition.
- 1.5 This Tender will be assessed based on the Most Economically Advantageous Tender (MEAT) taking account of the Commercial, Technical and Price requirements. The evaluation process will consist of the following three (3) stages
 - a. Stage 1 – Commercial Evaluation
 - b. Stage 2 – Technical Evaluation
 - c. Stage 3 – MEAT Evaluation

2 Stage 1 – Commercial Evaluation The Tender will be evaluated for commercial compliance using a PASS/FAIL system. All compliant tenders shall indicate unqualified acceptance of the Terms and Conditions of Contract by completing the Commercial Compliance Matrix at Annex B to this DEFFORM 47. Compliant tenders must contain all the information and submissions that are requested in this ITT and, where applicable, these submissions must be in the correct format.

- 2.2 Failure to submit any information that is requested in this ITT may result in the rejection of the Tender. Failure to state unqualified acceptance of the Terms and Conditions of Contract will also result in the rejection of the Tender. The Authority reserves the right to clarify with the Tenderer any deficiencies that may exist in the Tender regarding Commercial Compliance prior to application of a PASS or FAIL.
- 2.3 Evaluation of Commercial Compliance will be undertaken by the Authority's commercial staff.
- 2.4 Only those Tenderers who confirm 'unqualified acceptance' against all of the Authority's Terms and Conditions of Contract will achieve a PASS and be considered Commercially Compliant.
- 2.5 In the event that your Tender fails to achieve a PASS in the Commercial assessment, your entire Tender will be deemed non-compliant, and you will not proceed further in the evaluation process. Only Tenderers which are considered to be compliant in the Commercial assessment will proceed to the next stage of evaluation, which shall be an evaluation of Technical and Project compliance.

Pass	Tenderer has indicated its unqualified acceptance of all Terms and Conditions of Contract, Schedules, Annexes and Appendices by completing the
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Commercial Compliance Matrix at Annex B and has submitted all requested documentation.

Fail Tenderer has not indicated its unqualified acceptance of all Terms and Conditions of Contract, Schedules, Annexes and Appendices on the Commercial Compliance Matrix; and/or has fail to complete the Commercial Compliance Matrix at Annex B, and/or has failed to submit all requested documentation.

3 Stage 2 – Technical Evaluation

- 3.1 Tenderers who are deemed compliant at Stage 1 - Commercial Evaluation will proceed to the next stage of the evaluation, Stage 2 – Technical Evaluation.
- 3.2 The Technical Evaluation shall comprise of an assessment of the Tenderers response to the technical questions at DEFFORM 47 Annex C.
- 3.3 The Technical Evaluation will be undertaken by the Authorities Technical Evaluation team. This team will be made up from Subject Matter Experts (SMEs) across the Platform Equipment Delivery Team (PEDT).
- 3.4 The Tenderer's response to the technical questions in relation to Stage 2 shall be assessed in accordance with the scoring mechanism applicable to the question. Each question is clearly annotated with the appropriate scoring mechanism, weighting, and minimum confidence level score where applicable.
- 3.5 The Breakdown of how each question will be assessed is summarised below:
- a. Question 1 & 2
 - Technical criteria which shall be assessed via a PASS/FAIL mechanism. Failure to demonstrate the necessary evidence against one or more of the PASS/FAIL questions will result in a FAIL and the Tenderer will be deemed non-compliant and will be excluded from the competition.
 - b. Question 3 and 4
 - Technical criteria which shall be assessed via scored questions. Where the question has been annotated with a minimum confidence level score, this must score be achieved in order to be deemed compliant. Failure to meet the minimum confidence level score against one or more scored technical criteria will result in the Tenderer being deemed non-compliant and will be excluded from the competition.
 - c. Question 5 to 7
 - Project criteria which shall be assessed via scored questions. Where the question has been annotated with a minimum confidence level

score, this score must be achieved in order to be deemed compliant. Failure to meet the minimum confidence level score against one or more scored project criteria will result in the Tenderer being deemed non-compliant and will be excluded from the competition.

d. Question 8 to 10

- Social Value criteria which shall be assessed via scored questions. Where the question has been annotated with a minimum confidence level score, this score must be achieved in order to be deemed compliant. Failure to meet the minimum confidence level score against one or more scored social value criteria will result in the Tenderer being deemed non-compliant and will be excluded from the competition.

4 Stage 3 – Most Economically Advantageous Tender (MEAT) Evaluation

4.1 Tenderers that have successfully:

- a. Passed Stage 1 and are deemed to be Commercially compliant, and;
- b. Have achieved a pass in all technical questions using the Pass or Fail criteria, and;
- c. Have been assessed as meeting the minimum confidence level for each scored technical question;

shall be deemed to be compliant and as such will proceed to the final stage, MEAT Evaluation.

4.2 The MEAT evaluation shall be undertaken by the Authorities Commercial staff.

5 Scoring Assessment

5.1 Scored Technical, Project and Social Value questions will be assessed and assigned a score of 0, 3, 7 or 10, with 10 being the highest achievable score. The score assigned to the Tenderers response shall be based on the scoring guide provided with each question.

5.2 Each question has been allocated a weighting. The question weighting will be applied to the question score to produce a weighted question score for each question. The calculation to apply the weighting is:

$$\text{Weighted Question Score} = \text{Question Score} * (\text{Question Weighting (\%)} * 100)$$

5.3 The question weightings for this tender are summarised below:

Question No.	Question	Question Weighting
Technical (Pass / Fail Questions)		
1	Gas Detection	N/A
2	Compatibility and Operating Standards	N/A
Technical (Section Weighting 70%)		
3	Calibration	35%
4	Spares and Maintenance Requirement	35%
Project Management (Section Weighting 20%)		
5	Project Management Plan (PMP)	5%
6	Equipment Delivery Schedule	10%
7	Safety & Environmental Plan (SEMP)	5%
Social Value (Section Weighting 10%)		
8	Tackling Economic Equality	5%
9	Fighting Climate Change	2.5%
10	Equal Opportunity	2.5%

5.4 Weighted question scores will be totalled to produce a non-cost score for the Tender. The Tenderer's non-cost score will be used in the Most Economically Advantageous Tender (MEAT) calculation as part of the Weighted Value for Money Index.

6 Weighted Value for Money Index

6.1 Tenders will be evaluated using the Weighted Value for Money Index decision formula.

6.2 The formula for calculating the winning bidder is:

$$\text{Tender MEAT Score} = \frac{\text{Non-cost score} \frac{wQ}{wC}}{\text{cost}}$$

Where:

wQ = weighting of non-cost criteria (60)

wC = weighting applied to cost (40)

6.3 The evaluation marking is out of 100, with the Technical / Price split being 60/40 (60% Technical, Project and Social Value / 40% Price)

6.4 The cost element of the above formula shall be comprised of the price provided within Contract Schedule 2 – Schedule of Requirements, against item numbers 1, 2 and 3 for the Firm Priced period.

6.5 For the purposes of evaluation, the Authority will use the combined total price of:

- 6.5.1 Line 1 – The total price of quantity 10 BAMS units and supporting spares package.
- 6.5.2 Line 2 – The total average price of Years 1-3 for quantity 1 BAMS unit and supporting spares package detailed within Schedule 13 – Additional Items Price List.
- 6.5.3 Line 3 – The total average price of Years 1-3 for quantity 1 of each item detailed within Schedule 13 – Additional Items Price List.

Example:

Tender	Weighted Technical and Project Score	Price (G BP)	Tender MEAT Score	Rank
A	$690^{60/40} = 18,124.8$	8,000	2.27	3
B	$865^{60/40} = 25,440.4$	10,000	2.54	2
C	$1000^{60/40} = 31,622.8$	10,000	3.16	1

6.6 On completion of the Weighted Value for Money assessment each Tender shall be ranked. A ranking shall be allocated to each Tender with a ranking of 1 attributed to the Tenderer achieving the highest MEAT score.

7 Worked Example

7.1 The Tenderers MEAT score shall be calculated as follows:

- a. **Step 1** – Each response to scored questions shall be assessed and assigned a score of 10, 7, 3 or 0.

Question No.	Question Title	Weighting	Score
Pass/Fail Questions			
1	Gas Detection	-	Pass
2	Compatibility and Operating Standards	-	Pass
Technical Questions – 70%			
3	Calibration	35%	10
4	Spares and Maintenance Requirement	35%	7
Project Questions – 20%			

5	Project Management Plan (PMP)	5%	7
6	Equipment Delivery Schedule	10%	10
7	Safety & Environmental Management Plan (SEMP)	5%	3
Social Value Questions – 10%			
8	Tackling Economic Inequality	5%	7
9	Fighting Climate Change	2.5%	10
10	Equal Opportunity	2.5%	7

- b. **Step 2** – To calculate the weighted score the question score will be multiplied by the question weighting as per the following example:

Weighted Question Score = Question Score * (Question Weighting (%) * 100)

Question No.	Question Title	Question Weighting	Score	Calculation	Weighted Question Score
Pass/Fail Questions					
1	Gas Detection	-	Pass		-
2	Compatibility and Operating Standards	-	Pass		-
Technical Questions – 70%					
3	Calibration	35%	10	$10 * (35\% * 100)$	350
4	Spares and Maintenance Requirement	35%	7	$7 * (35\% * 100)$	245
Project Questions – 20%					
5	Project Management Plan (PMP)	5%	7	$7 * (5\% * 100)$	35
6	Equipment Delivery Schedule	10%	10	$10 * (10\% * 100)$	100
7	Safety & Environmental Management Plan (SEMP)	5%	3	$3 * (5\% * 100)$	15
Social Value Questions – 10%					
8	Tackling Economic Inequality	5%	7	$7 * (5\% * 100)$	35
9	Fighting Climate Change	2.5%	10	$10 * (2.5\% * 100)$	25

10	Equal Opportunity	2.5%	7	$7 \times (2.5\% \times 100)$	17.5
Non-Cost Score					822.5

- c. **Step 3** – The weighted question scores are totalled to produce the non-cost score (shown in the table above). The maximum non-cost score available for this Tender is 1000.
- d. **Step 4** – The Weighted Value for Money Index calculation will be performed using the non-cost score to produce the Tender MEAT Score. For the following example a quoted price of £1000.00 has been used.

$$\text{Tender MEAT Score} = \frac{822.5^{(60/40)}}{1000} = 23.59$$

8 Award Criteria

- 8.1 The Contract shall be awarded on the basis of “Most Economically Advantageous Tender”. Utilising an Absolute methodology which shall ensure each Tender is evaluated exclusively on its own merits. This shall be based upon assessment of the Commercial, Technical, and Price evaluation.
- 8.2 If a fail is assessed against any of the pass/fail criteria the Tenderer will be deemed non-compliant and shall be excluded from the competition.
- 8.3 If a score of 0 is achieved against any of the scored criteria the Tender will be deemed non-compliant and shall be excluded from the competition.
- 8.4 On determination of the overall non-cost score the weighted VFM money index shall be applied. This will see the non-cost element being allocated a weighting of 60 and the price element being allocated a weighting of 40.
- 8.5 Following the application of the Weighted VFM index the Tenderer scoring the highest VFM score shall be awarded the Rank of 1 and shall be deemed the winning Tenderer.
- 8.6 In the case that two or more Tenderers are awarded the same Tender MEAT Score, the lowest price will take precedence in choosing the winning Tender.

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 13:00 on 15/11/2023. 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 702933455 ITT – PEDT0029 – Backup Atmosphere Monitoring Systems (BAMS) ITT.

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 **Redacted Under FOIA Section 40, Personal Information** 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 **Redacted Under FOIA Section 40, Personal Information** to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

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

Lots

E7. This requirement has not been split into lots.

Variant Bids

E8. The Authority will not accept variant bids.

Samples

E9. Samples are not required.

Section F - Conditions of Tendering

F1. The issue of 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.

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

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

F3. The Contract will be entered into when the Authority sends written notification of its entry into the Contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C3.

Conforming to the Law

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

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

Bid Rigging and Other Illegal Practices

F6. You must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline
0800 161 3665 (UK) or
+44 1371 85 4881 (Overseas)

Conflicts of Interest

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

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

F8. Where you have advised the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential conflict of interest (COI) exists or arises at any point before the Contract award decision, you must notify the Authority immediately.

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

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

F10. Tenderers are ultimately responsible for ensuring that no COI exist between the

Tenderer and its advisers, and the Authority and its advisers. Any Tenderer who fails to comply with this requirement (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

Government Furnished Assets

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

Standstill Period

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

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

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

Reportable Requirements

F18. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is

a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you 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

Sustainable Procurement

F21. The Authority is very committed to achieving sustainable development goals through educating the supply chain, developing performance measures, and sharing best practice. This is not a condition to working with the Authority now or in the future, nor part of the Contract. It is however a commitment on our part to encourage and support sustainable development and we are committed to working with you to this end. The Authority very much hopes that you share this commitment and we will discuss sustainable development further with the successful Tenderer during the performance of any resultant Contract.

Russian and Belarusian Exclusions

F27. Save as set out in PPN 01/22, the Authority will not be accepting Tenders that:

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

F28. Tenderers must confirm in writing that their Tender, including any element that may be provided by any part of the Contractor's supply chain, does not contain any Russian / Belarusian products and/or services.

F29. Tenderers must include provisions equivalent to those set out in this clause in all relevant Sub-Contracting Arrangements.

DEFFORM 47 Annex A Tender Submission Document (Offer)**Ministry of Defence****Tender Submission Document (Offer) for – 701107374. – PEDT0029 – Backup
Atmosphere Monitoring Systems (BAMS) ITT**

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

The undersigned Tenderer, having read the ITT Documentation, 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				Yes / No
Total Value of Tender (excluding VAT) for quantity 10 Backup Atmosphere Monitoring Systems (BAMS) units.				
<p>£</p> <p>WORDS</p>				
UK Value Added Tax				
<p>If registered for Value Added Tax purposes, please insert:</p> <p>a. Registration No</p> <p>b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....</p>				
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, please 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 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

Do the Contractor 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
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 the additional Mandatory Requirements (as per paragraph F18) stated in this ITT?	Yes / No
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ul style="list-style-type: none"> a. the offered price has not been divulged to any Third Party, b. no arrangement has been made with any Third Party that they should refrain from tendering, c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and e. 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 the Tenderer's Sensitive Information Form (DEFFORM 539A).</p>	
Dated this..... day of Year	
Signature:	In the capacity of

(Must be scanned original)		(State official position e.g. Director, Manager, Secretary etc.)	
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:	

Appendix 1 to Annex A**Information on Mandatory Declarations****IPR Restrictions**

1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.
2. In particular, you must identify:
 - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
 - b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables;
 - c. the nature of any allegation referred to under sub-paragraph 2.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information; and / or
 - d. any action you need to take, or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 2.b.
3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

Notification of Foreign Export Control Restrictions

5. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.
6. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:

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

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

- b. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 6 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

7. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.
8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.
9. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 6.
10. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

11. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.
12. For the purpose of this competition, for any deliverables not yet imported into the UK, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.
13. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate His Majesty's Revenue & Customs (HMRC) authorisations.

Cyber Risk

14. 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 **402668226**. Tenderers are required to complete the Suppliers Assurance Questionnaire (SAQ) on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Security Implementation Plan as appropriate.

Sub-contracts Form 1686

15. [Form 1686](#) (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor

outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. Form 1686 and further guidance can be found in the Cabinet Office's [Contractual Process](#).

Small and Medium Enterprises

16. The Authority is committed to supporting the Government's Small and Medium-sized Enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of the Authority's spending should be spent with SMEs by 2022; this applies to the money which the Authority spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of SME.
17. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the <https://www.smallbusinesscommissioner.gov.uk/ppc/>.
18. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](#) and the DSP.
19. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: <https://www.gov.uk/guidance/subcontract-advertising>. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrclSSM-Suppliers@mod.gov.uk.

Transparency, Freedom of Information and Environmental Information Regulations

20. The Authority shall publish notification of the Contract and publish Contract documents where required following a request under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition between suppliers.
21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's [Transparency Principles](#) and in accordance with the provisions of SC2 Conditions of Contract Clause 12.
22. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2004 ("the EIR").
23. You must complete the attached Tenderer's Sensitive Information Form (SC2 Contract Schedule 5) explaining which parts of your Tender you consider to be Sensitive Information (as defined in DEFCON 539). This includes providing a named individual who can be contacted with regard to FOIA and EIR.
24. You should note that while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

25. Tenderers must note that use of the [Contracting, Purchasing and Finance \(CP&F\)](#) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

Change of Circumstances

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

Asbestos, Hazardous Items and Depletion of the Ozone Layer

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

Defence Safety Authority (DSA) Requirements

28. There are no DSA Requirements.

Bank or Parent Company Guarantee

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

**Invitation to Tender: 701107374. – PEDT0029 – Backup Atmosphere Monitoring
Systems (BAMS) ITT**

DEFFORM 47 – Annex B – Commercial Compliance Matrix



Commercial Compliance Overview

This procurement is conducted under the Restricted Procedure of the Defence and Security Public Contract Regulations (DSPCR) 2011, which means that the Authority cannot negotiate with Tenderers.

The Authority therefore cannot accept any qualified acceptance or rejection of the Terms and Conditions of Contract, Annexes and Appendices.

Tenderers are required to submit a completed Commercial Compliance Matrix indicating whether or not the Tenderer provides its unqualified acceptance of all Terms and Conditions of Contract, Annexes and Appendices.

IMPORTANT: Failure to achieve a PASS will result in your entire Tender being deemed non-compliant.

PASS	Tenderer has indicated its unqualified acceptance of all Terms and Conditions of Contract, Annexes and Appendices by completing the Commercial Compliance Matrix.
FAIL	Tenderer has not indicated its unqualified acceptance of all Terms and Conditions of Contract, Annexes and Appendices on the Commercial Compliance Matrix; and/or has failed to complete the Commercial Compliance Matrix.

Commercial Compliance Matrix**General Conditions of Contract**

Condition(s)	Mandatory?	Title	Acceptance (Yes / No)
1	Yes	General	Yes / No
2	Yes	Duration of Contract	Yes / No
3	Yes	Entire Agreement	Yes / No
4	Yes	Governing Law	Yes / No
5	Yes	Precedence	Yes / No
6	Yes	Formal Amendments to the Contract / Changes to the Specification	Yes / No
7	Yes	Authority Representatives	Yes / No
8	Yes	Severability	Yes / No
9	Yes	Waiver	Yes / No
10	Yes	Assignment of Contract	Yes / No
11	Yes	Third Party Rights	Yes / No
12	Yes	Transparency / Publishable Performance Information	Yes / No
13	Yes	Disclosure of Information	Yes / No
14	Yes	Publicity and Communications with the Media	Yes / No
15	Yes	Change of Control of Contractor	Yes / No
16	Yes	Environmental Requirements	Yes / No
17	Yes	Contractor's Records	Yes / No
18	Yes	Notices	Yes / No
19	Yes	Progress Monitoring, Meetings and Reports	Yes / No
20	Yes	Supply of Contractor Deliverables and Quality Assurance	Yes / No
21	Yes	Marking of Contractor Deliverables	Yes / No

22	Yes	Packaging and Labelling (excluding Contractor Deliverables containing Munitions)	Yes / No
23	Yes	Plastic Packaging Tax	Yes / No
24	Yes	Supply of Data for Hazardous Materials or Substances in Contractor Deliverables	Yes / No
25	Yes	Timber and Wood-Derived Products	Yes / No
26	Yes	Certificate of Conformity	Yes / No
27	Yes	Access to Contractor's Premises	Yes / No
28	Yes	Delivery / Collection	Yes / No
29	Yes	Acceptance	Yes / No
30	Yes	Reject and Counterfeit Materiel	Yes / No
31	Yes	Diversion Orders	Yes / No
32	Yes	Self-to-Self Delivery	Yes / No
33	Yes	Import and Export Licences	Yes / No
34	Yes	Third Party Intellectual Property – Rights and Restrictions	Yes / No
35	Yes	Contract Price	Yes / No
36	Yes	Payment and Recovery of Sums Due	Yes / No
37	Yes	Value Added Tax	Yes / No
38	Yes	Debt Factoring	Yes / No
39	Yes	Subcontracting and Prompt Payment	Yes / No
40	Yes	Dispute Resolution	Yes / No
41	Yes	Termination for Insolvency or Corrupt Gifts	Yes / No
42	Yes	Termination for Convenience	Yes / No
43	Yes	Material Breach	Yes / No
44	Yes	Consequences of Termination	Yes / No
45	Yes	Project Specific DEFCONS	Yes / No
46	Yes	Quality Assurance Conditions	Yes / No

47	Yes	Third Party IPR Authorisation	Yes / No
48	Yes	Limitations On Liability	Yes / No
49	Yes	Russian and Belarusian Exclusion	Yes / No
50	Yes	Milestone Payment Plan	Yes / No
51	Yes	Additional Ordering Procedure	Yes / No
52	Yes	Additional Tasking Procedure	Yes / No
53	Yes	Earned Value Management (EVM)	Yes / No
54	Yes	Schedule 2 Pricing Mechanism	Yes / No
55	Yes	Option Years	Yes / No
56	Yes	Variation on Price (VOP)	Yes / No
57	Yes	Key Performance Indicators (KPIs)	Yes / No
Contract Schedules			
Condition(s)	Mandatory?	Title	Acceptance (Yes / No)
Schedule 1	Yes	Definitions of Contract	Yes / No
Schedule 2	Yes	Schedule of Requirements	Yes / No
Schedule 3	Yes	Contract Data Sheet	Yes / No
Schedule 4	Yes	Contract Change Control Procedure	Yes / No
Schedule 5	Yes	Contractor's Sensitive Information	Yes / No
Schedule 6	Yes	Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract	Yes / No
Schedule 7	Yes	Timber and Wood Derived Products Supplied under the Contract	Yes / No
Schedule 8	Yes	Acceptance Procedure	Yes / No
Schedule 9	Yes	Publishable Performance Information – Key Performance Indicator Data Report	Yes / No
Schedule 10	Yes	DEFFORM 711 – Notification of Intellectual Property Rights (IPR Restrictions)	Yes / No

Schedule 11	Yes	Earned Value Management (EVM)	Yes / No
Schedule 12	Yes	Milestone Payment Plan	Yes / No
Schedule 13	Yes	Additional Items Price List	Yes / No
Schedule 14	Yes	Task Approval Form (TAF)	Yes / No
Schedule 15	Yes	Security Aspects Letter	Yes / No
Schedule 16	Yes	Statement of Requirements	Yes / No
Schedule 17	Yes	Key Performance Indicators	Yes / No

Special Conditions of Contract
(including any Annexes referenced in the Special Conditions)

DEFCON	Edition	Title	Acceptance (Yes / No)
5J	18/11/16	Unique Identifiers	Yes / No
14	06/21	Inventions and Designs Crown Rights And Ownership Of Patents and Registered Designs	Yes / No
82 (SC2)	06/21	Special Procedure for Initial Spares	Yes / No
117 (SC2)	11/17	Supply of Documentation for Codification Purposes	Yes / No
501	10/21	Definitions and Interpretations	Yes / No
532A (SC2)	05/22	Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)	Yes / No
602A	04/23	Quality Assurance (With Deliverable Quality Plan)	Yes / No
624 (SC2)	08/22	Use of Asbestos	Yes / No
643 (SC2)	12/21	Price Fixing (Non-qualifying contracts)	Yes / No
647 (SC2)	05/21	Finanacial Management Information	Yes / No
658 (SC2)	09/21	Cyber	Yes / No
660	12/15	Official-Sensitive Security Requirements	Yes / No
694 (SC2)	07/21	Accounting for Property of the Authority	Yes / No
707	11/22	Rights in Technical Data	Yes / No

**Invitation to Tender: 701107374. – PEDT0029 – Backup Atmosphere Monitoring
Systems (BAMS) ITT**

DEFFORM 47 – Annex C - Technical Assessment Criteria and Scoring (ITT Questions)



Question 1 – Gas Detection

Title Gas Detection	Technical PASS/FAIL
Aim To assess how the Tenderer will achieve the Redacted Under FOIA Section 24, safeguarding national security measurement requirement for the BAMS units to ensure they can provide the required capability.	
Question With reference to R1-3 of the Table of Requirements (Statement of Requirements (SOR) - Schedule 16 Annex B), the Tenderer is to: <ul style="list-style-type: none"> • Demonstrate or provide confidence that the BAMS units can detect gases within the atmosphere as specified in the requirements. 	
Evidence Required <ul style="list-style-type: none"> • The Tenderer shall provide evidence including but not limited to specifications, reports, and test outputs that demonstrate the proposed units are capable of meeting the required standards detailed within the SOR, <p>AND/OR</p> <ul style="list-style-type: none"> • Where a new product will be produced or a current product adapted to meet the requirement, the Tenderer shall provide evidence including but not limited to specifications, reports, and test outputs that demonstrate how this would be achieved • Any supporting evidence which demonstrates compliance with the 'Aim' detailed above 	
Scoring Guide PASS: The Tenderer has demonstrated in their response that they can provision a unit which can measure Redacted Under FOIA Section 24, safeguarding national security in accordance with the SOR. FAIL: The Tenderer has failed to demonstrate in their response that they can provide a unit which can measure Redacted Under FOIA Section 24, safeguarding national security in accordance with the SOR and/or evidence has not been provided to demonstrate that the Tenderer has the capability to produce a unit suitable for the requirement. <p>Failure to achieve a PASS against this question will result in exclusion from the competition.</p>	

Question 2 – Compatibility and Operating Standards

Title Compatibility and Operating Standards	Technical PASS/FAIL
Aim To assess whether the units will meet the Authority's operating standards and to confirm compatibility with UK submarines.	
Question With reference to R4-7, R9, R11, R12, R13 and R14 of the Table of Requirements (SoR - Schedule 16 Annex B), the Tenderer is to: <ul style="list-style-type: none"> • Demonstrate how the units will achieve the described operating standards to ensure that the units can operate effectively and safely. 	
Evidence Required <ul style="list-style-type: none"> • The Tenderer shall provide evidence including but not limited to specifications, operating instructions or user guides, and test outputs which demonstrate the proposed units are capable of meeting the required standards detailed within the SoR. <p>AND/OR</p> <ul style="list-style-type: none"> • Where a new product will be produced or a current product adapted to meet the requirement, the Tenderer shall provide evidence including but not limited to specifications, operating instructions or user guides, and test outputs that demonstrate how the required standards detailed within the SoR will be achieved. • Any supporting evidence which demonstrates compliance with the 'Aim' detailed above 	
Scoring Guide PASS: The Tenderer has demonstrated in their response that they can provision a BAMS unit which achieves the compatibility and operating standards described in the SoR. FAIL: The Tenderer has failed to demonstrate in their response that they can provide a BAMS unit which will achieve the compatibility and operating standards described in the SoR and/or evidence has not been provided to demonstrate that the Tenderer has the capability to produce a unit suitable for the requirement. Failure to achieve a PASS against this question will result in exclusion from the competition.	

Question 3 – Calibration

Title Calibration	Technical Question Weighting: 35%
Aim <ul style="list-style-type: none"> To demonstrate simplicity in calibration and the capability for RN ship's staff to operate and maintain units during deployment. 	
Question <p>With reference to R8 of the Table of Requirements (SoR - Schedule 16 Annex B), the Tenderer is to define the process for calibrating the BAMS units, including:</p> <ul style="list-style-type: none"> specifying the calibration requirements, the frequency and time required between each calibration, and confirmation this is within the ability of RN ship's staff¹. 	
Evidence Required <p>The Tenderer shall provide evidence, including but not limited to, relevant unit specifications, operating instructions or user guides which demonstrates:</p> <ul style="list-style-type: none"> Calibration processes, including detail regarding who would be required to conduct the calibration of the BAMS units, and if there is more than one type of calibration requirement. The required frequency of any calibration, demonstrating whether BAMS units have the capability to operate for a minimum of Redacted Under FOIA Section 24, safeguarding national security without needing to be calibrated, or that this is within the capability of the RN maintainers to support. Confirmation of any Contractor support requirements regarding Calibration. Any relevant evidence which supports the 'Aim' detailed above <p>OR</p> <ul style="list-style-type: none"> Demonstration and Supporting information confirming the units do not require calibration. 	
Scoring guide: <p>10: The Tenderer has provided the optimum calibration solution as RN ship's staff can operate the BAMS units without any need to calibrate.</p> <p>7: The Tenderer has provided a calibration solution which exceeds the minimum requirement. The BAMS units will require calibration to remain operational, however the process is simple and is within the scope of RN ship's staff during deployment. There is no requirement for OEM/Contractor support to complete any form of calibration.</p> <p>3: The Tenderer has provided a calibration solution that is not within the scope of RN ship's staff and must be completed by the OEM/Contractor. Calibration is to be completed by the OEM/Contractor when submarines are alongside base port or at a specialist test facility, but the interval between each calibration is more than Redacted Under FOIA Section 24, safeguarding national security which enables submarines to remain operational for the</p>	

required duration. Therefore, the Tenderer has provided a calibration solution which meets the minimum requirement.

0: The Tenderer has not provided a calibration solution in line with the requirements. Calibration of the BAMS units are not within the scope of RN ship's staff and the interval between each required calibration by the OEM/Contractor is less than **Redacted Under FOIA Section 24, safeguarding national security**. Therefore, the Tenderer has not provided a calibration solution which meets the minimum requirement as the interval between each calibration does not enable BAMS units to remain operational for the required duration.

Minimum Confidence Level Score - 3

(Receiving a score of 0 will result in exclusion from the competition)

¹ RN ship's staff are electrically trained, qualified, and responsible for operating the existing atmosphere monitoring equipment

Question 4 – Spares and Maintenance Requirement

Title Spares and Maintenance Requirement	Technical Question Weighting: 35%
Aim To assess the spares requirement, including the life for spares and the number of spares needed to support BAMS units during deployment	
Question With reference to R8 of the Table of Requirements (SoR – Schedule 16 Annex B), the Tenderer is to: <ul style="list-style-type: none"> Confirm the total number of spares required to support units during a Redacted Under FOIA Section 24, safeguarding national security deployment, providing detail of any life restrictions or storage requirements. Explain what actions RN ship's staff would be required to perform routine maintenance to keep a unit operational during deployment. Explain what actions RN ship's staff would be required to perform routine maintenance to keep a unit operational during deployment that has exceeded Redacted Under FOIA Section 24, safeguarding national security 	
Evidence Required <ul style="list-style-type: none"> Expected list of spares required to support units during a Redacted Under FOIA Section 24, safeguarding national security deployment. Life of any expected spares which are required during a Redacted Under FOIA Section 24, safeguarding national security deployment. For each spare, provide an overview of the maintenance process to support operational units during a Redacted Under FOIA Section 24, safeguarding national security deployment. Any relevant evidence which supports the 'Aim' detailed above. 	
Scoring guide: 10: The BAMS units do not require any supporting spares. Component parts within the unit are not subjected to exchange due to having a life of greater than Redacted Under FOIA Section 24, safeguarding national security . 7: The BAMS units only require major components parts to be carried as spares due to life limitations. E.g., sensors and digital displays. 3: The BAMS units require both major component replacement (detailed above) due to life limitations and minor components. E.g., small bore pipework, connections, fasteners, and wiring. 0: The BAMS units cannot be maintained during deployment due to an intolerable life on any single spare. <p style="text-align: center;">Minimum confidence level score – 3</p> <p>Receiving a score of 0 for this question will result in exclusion from the competition</p>	

Question 5 – Project Management Plan (PMP)

Title Project Management Plan (PMP)	Project Question Weighting: 5%
Aim <p>To assess how the Tenderer is going to plan, manage and control the Contract to ensure that the BAMS requirement is delivered as described in the SoR and to the agreed cost, time, and performance parameters.</p>	
Question <p>The Tenderer is to:</p> <ul style="list-style-type: none"> • Demonstrate how effective and appropriate project management processes will be applied by the Tenderer to ensure the Contract and delivery of BAMS, as per the SoR, is managed effectively to provide confidence to the Authority that the requirement can be delivered as required. 	
Evidence Required <ul style="list-style-type: none"> • A Draft PMP shall be returned with the Tender response, which demonstrates the Tenderer's understanding of Project Management principles and procedures and enables the Authority to assess whether the Tenderer has a credible and appropriately resourced plan to deliver the requirement. The PMP shall include as a minimum: <ul style="list-style-type: none"> ○ A fully resourced and risk adjusted project schedule, reflective of the entire scope of the project, which also highlights any Authority resources and activities that are required to support delivery of the SoR. ○ Clear definitions of project governance and reporting processes, ○ An outline of the project planning process including the proposed methods for risk management (Risk management and Business Continuity plan), ○ Progress reporting, raising of issues to the Authority and the management of changes during the contract, ○ Evidence of Suitably Qualified and Experienced Personnel (SQEP) within the Tenderers organisation who will support the delivery of the requirement. 	
Scoring Guide <p>10: The Tenderer has provided a comprehensive Draft PMP which demonstrates a high level of understanding of the requirement and details a proposal which demonstrates how they will deliver the requirement utilising SQEP resource. The Tenderers Draft PMP includes as a minimum all of the evidence required as detailed in the criteria above which provides the Authority with a high level of confidence that the Tenderer has a good understanding of Project Management and suggests the Tenderer will utilise core Project Management techniques to deliver the requirement.</p> <p>7: The Tenderer has provided a Draft PMP which demonstrates a good understanding of the requirement and details a proposal which demonstrates how they will deliver the requirement utilising SQEP resource. The Tenderers Draft PMP includes as a minimum all of the evidence required as detailed in the criteria above which provides the Authority with confidence that the Tenderer has a good understanding of Project Management and,</p>	

suggests the Tenderer will utilise core Project Management techniques to deliver the requirement.

3: The Tenderer has provided a Draft PMP which demonstrates an understanding of the requirement and details a proposal which demonstrates how they will deliver the requirement utilising SQEP resource. The Tenderers Draft PMP includes as a minimum all of the evidence required as detailed in the criteria above, however there are some areas of concern or areas lacking detail. The Tenderers Draft PMP provides the Authority with some confidence that the Tenderer understands Project Management, however there are some areas of concern in the detail provided and there is a lack of confidence as to how the Tenderer will utilise Project Management techniques to deliver the requirement.

0: The Tenderer has provided a Draft PMP which fails to demonstrate an understanding of the requirement and fails to detail a proposal which demonstrates how they will deliver the requirement utilising SQEP resource. The Tenderers Draft PMP fails to include the minimum evidence required as detailed in the criteria above, and/or there are intolerable areas of concern in the detail provided. The Tenderers Draft PMP fails to provide the Authority with confidence that the Tenderer understands Project Management and/or has failed to provide evidence that the Tenderer will utilise core Project Management techniques to deliver the requirement.

Minimum confidence level score - 3

Receiving a score of 0 for this question will result in exclusion from the competition

Question 6 – Equipment Delivery Schedule

Title Equipment Delivery Schedule	Project Question Weighting: 10%
Aim To assess how the Tenderer will meet the required delivery requirement for the BAMS units.	
Question With reference to R10 of the Table of Requirements (SoR – Schedule 16 Annex B), the Tenderer is to: <ul style="list-style-type: none"> • Demonstrate the timeline for 10 x units to be delivered to the Authority, within a maximum of 22 months of Contract award (Contract award is estimated to be Q1 of 2024) 	
Evidence Required A delivery plan which demonstrates when 10 x units will be delivered to the Authority, within a maximum 22 months of Contract award as referenced in R10. The delivery plan shall detail: <ul style="list-style-type: none"> • The timeline for the manufacture and delivery of the first unit. • The timeline for the manufacture and delivery of 9 units. • The timeline for when the full quota of units will be available for delivery, inclusive of any detail which enables the Authority to assess the credibility of the timeline. • The predicted lead time for delivery of units. • Procurement timelines for any supporting Spares requirements and the delivery schedule for these. • Any relevant evidence which supports the 'Aim' detailed above. 	
Scoring guide: 10: The Tenderer's delivery plan confirms that 10 BAMS units with all required spares will be manufactured and/or delivered no later than 12 months following Contract award. 7: The Tenderer's delivery plan confirms that the 10 BAMS units with all required spares will be manufactured and/or delivered no later than 16 months after Contract award. 3: The Tenderer's delivery plan confirms that the 10 BAMS units with all required spares will be manufactured and/or delivered no later than 22 months after Contract award. 0: The Tenderer's response confirms that the 10 BAMS units with all required spares will not be manufactured and/or delivered within 22 months following Contract award. <p style="text-align: center;">Minimum confidence level score - 3</p> Receiving a score of 0 for this question will result in exclusion from the competition	

Question 7 – Safety & Environmental Management Plan (SEMP)

Title Safety & Environmental Management Plan (SEMP)	Project Question Weighting: 5%
Aim To assess how the Tenderer is going to plan and manage the BAMS Safety & Environmental requirements	
Question The Tenderer is to: <ul style="list-style-type: none"> • Demonstrate how they will manage any Safety and Environmental issues for BAMS within their SEMP, to provide confidence to the Authority that identified issues will be subjected to appropriate control and management measures. 	
Evidence Required <ul style="list-style-type: none"> • The Tenderer shall provide a draft Safety and Environmental Management Plan (SEMP) which details how their Safety and Environmental Management System would be applied to BAMS to demonstrate how they will manage Safety and Environmental issues for the BAMS, including, but not limited to, the following elements: <ul style="list-style-type: none"> ○ Safety and Environmental Protection Organisation and Arrangements Statement (O&As) ○ Safety and Environmental Case Report (SECR) ○ Equipment Safety Case (ESC) ○ Hazard Identification Process (HAZID) ○ Hazard Log (HAZLOG) ○ Joint Risk Register (JRR) ○ Safety Document Register (SDR) Safety and Environmental management activities, covering: <ul style="list-style-type: none"> ▪ Maintenance of Design (Safe Operating Envelope) ▪ Management of Design Change ▪ Certification & Classification ▪ Risk Review & Forward Action Plans ▪ Concession Management ▪ Testing and Trials / Verification and Validation ▪ Configuration Control ▪ Documentation Management ▪ Incident Reporting and Analysis ▪ Emergency Preparedness 	

- Internal and External Assurance
- Compliance with ISO 45001 and ISO 14001”

Scoring Guide

10: The Tenderer has provided a comprehensive and fully detailed draft Safety and Environmental Management Plan that provides clear details of their Safety and Environmental Management System and on how hazards will be identified, risks quantified, and control measures put in place and managed to reduce risks to an ALARP and tolerable level. The Tenderer has also demonstrated their proactive approach and/or generating/adopting best practice standards to how they will deliver Safety and Environmental obligations and comply with Safety and Environmental Policies.

7: The Tenderer has provided a detailed and coherent draft Safety and Environmental Management Plan with no major omissions, which includes details on how Hazards will be identified, risks quantified, and control measures put in place and managed to reduce risks to an ALARP and tolerable level. The Tenderer has also demonstrated their proactive approach to how they will deliver Safety and Environmental obligations and comply with Safety and Environmental Policies

3: The Tenderer has provided an adequate draft Safety and Environmental Management Plan but falls short in some non-critical areas required to demonstrate how Hazards will be identified, risks quantified, and control measures put in place and managed to reduce risks to an ALARP and tolerable level. The Tenderer has outlined their approach to how they will deliver Safety and Environmental obligations and comply with Safety and Environmental Policies.

0: The Tenderer has provided an unacceptable draft Safety and Environmental Management Plan that fails to cover critical elements required or has major shortfalls in the demonstration of how the Tenderer shall identify Hazards, quantify risks, and put control measures in place and manage them to reduce risks to an ALARP and tolerable level. The Tenderer's approach has major shortfalls in how they will deliver Safety and Environmental obligations and comply with Safety and Environmental Policies, or a response has not been provided.

Minimum confidence level score - 3

Receiving a score of 0 for this question will result in exclusion from the competition

Social Value

Overview

1. Social value has a lasting impact on individuals, communities, and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. It cannot afford not to. A missed opportunity to deliver social value may lead to costs that the taxpayer has to absorb elsewhere through public procurement.
2. A competitive and diverse supply landscape can help to deliver innovation in public services, manage risk and provide greater value for taxpayers' money.
3. As a result, the Social Value Model (SVM) has been created which details 5 Themes, 8 Policy Outcomes and 24 Model Award Criteria (MACs). The SVM MACs are questions which relate to Social Value. The use of the SVM is mandatory in all central government procurements using Public Contracting Regulations (PCR) 2015 and Defence and Security Public Contracting Regulations (DSPCR) 2011 above financial threshold and exempt procurements.
4. Defence is focusing on three, out of the five, priority Social Value themes that are most relevant for Defence:
 - Tackling economic inequality.
 - Fighting climate change; and
 - Equal opportunity.
5. The Social Value Scoring Criteria is listed below, under Appendix 2. Please use this and the information provided within the SVM to compile your responses to the SVM MAC and Model Evaluation Question (MEQ) asked. In compiling your answer, please refer to the SVM Quick Reference Table. Under Model Response Guidance for tenderers and evaluators examples of types of evidence the tender evaluators are looking for can be found.
6. Alongside the Standard Reporting Metrics (SRM), Social Value Key Performance Indicators (KPIs) will be used within this contract. KPIs will be generated from the Potential Provider's social value response it is therefore important that measurable commits are included in the response (both commitments against the SRMs and other metrics as may be appropriate. KPIs will be agreed between the parties and included in the contract at Contract Award
7. In accordance with the DEFFORM 47, please ensure that your written submission is in 11pt Arial.
8. For this procurement, the following SVM MAC have been selected as being appropriate.

Theme		Policy Outcome	MAC Reference	MAC Title
2	Tackling economic inequality	Increase supply chain resilience and capacity	3.4	Collaboration throughout the supply chain
3	Fighting climate change	Effective stewardship of the environment	4.2	Influence environmental protection and improvement
4	Equal opportunity	Tackle workforce inequality	6.1	Tackling inequality in the contract workforce

Further Social Value Guidance can be found:

9. Social Value Model (SVM), Government Commercial Function, Edition 1.1 – 3 Dec 20

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf

10. Guide to Using the Social Value Model, Government Commercial Function, Edition 1.1 – 3 Dec 20

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf

11. Social Value Model Quick Reference Table, Government Commercial Function, Edition 1.1 – 3 Dec 20

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf

Aim

12. The aim of the following SVM MACs is to understand the Potential Providers Social Value Commitment that this procurement programme will provide within the geographical location(s) that is will be delivered from.
13. In your written response you should provide convincing arguments, including suitable evidence, of What your understanding of Social Value is, in relation to this procurement, and How you will instil confidence in the Authority in your ability to deliver against the Social Value requirements for this procurement.
14. A list of some of the key response documents that the Authority would expect you to provide are provided below. However, within the overall limit of pages you should supplement your written submission with other documents you consider will build confidence in your ability to maximise Social Value Commitments.
15. You should provide, for each MAC MEQ:

- your 'Method Statement,' stating how you will achieve this and how your commitment meets the SVM Model Award Criteria (MAC), and
 - a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - timed action plan
 - use of metrics
 - tools/processes used to gather data
 - reporting
 - feedback and improvement
 - transparency
 - how you will influence your: staff, supply chains, 3rd party suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training, and education, partnering/collaborating, volunteering.
16. From the information that you provide, the evaluators will assess, Qualitatively, your response, based on the information that you provide within your tender response.
17. Alongside their Commitments against the SRMs, the successful Potential Provider's method statement will form the basis of Key Performance Indicators and jointly managed throughout the life of the contract.
18. The Potential Providers must ensure that they answer the SVM MACs asked. Any additional information which is not specific to the contract being procured will not be considered.
19. The Potential Providers responses are to set out the additional Social Value benefits that they will deliver against the Policy Outcomes for this procurement. It is not sufficient to only reference/use to their Corporate Social Responsibility (CSR) and or Environmental, Social and Governance (ESG) documents.

Appendix 1 to Annex C – Social Value Model Award Criteria

Question 8 – Tackling Economic Equality - Collaboration throughout the supply chain

Theme		Policy Outcome		Question Weighting:		5%	
2	Tackling economic inequality	Increase supply chain resilience and capacity		MAC	3.4	Title: Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract.	
		Model Evaluation Question (MEQ)	Using a maximum of 4 sides of A4 paper describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include: <ul style="list-style-type: none">• Your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Award Criteria, and• A timed project plan and process, including how you will implement your commitment and by when. Also, how will you monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:<ul style="list-style-type: none">○ Timed action plan○ Use of metrics○ Tools/processes used to gather data○ Reporting○ Feedback and improvement○ Transparency How you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.				
			Sub-Criteria for MAC:	Collaboration throughout the supply chain			

Theme		Policy Outcome	Question Weighting:	5%
		Model Response Guidance:	Activities that demonstrate and describe the tenderer's existing or planned: <ul style="list-style-type: none"> • Understanding of opportunities to drive greater collaboration in the supply chain. • Measures to ensure supply chain relationships relating to the contract will be collaborative, fair and responsible. 	
		Illustrative examples:	Engagement; co-design/creation; training and education; partnering/collaborating; secondment and volunteering opportunities.	
		Standard Reporting Metrics	<p>For each of the following categories:</p> <ul style="list-style-type: none"> • start-ups • SMEs • VCSEs; and • mutuals: <ul style="list-style-type: none"> ○ The number of contract opportunities awarded under the contract. ○ The value of contract opportunities awarded under the contract in £. ○ Total spend under the contract, as a percentage of the overall contract spend. • Percentage of all companies in the supply chain under the contract with a current Cyber Essentials certification. [where relevant] • Number of companies in the supply chain under the contract with a current Cyber Essentials certification. [where relevant] • Percentage of all companies in the supply chain under the contract with a current Cyber Essentials Plus certification. [where relevant] • Number of companies in the supply chain under the contract with a current Cyber Essentials Plus certification. [where relevant] <p>Percentage of all companies in the supply chain under the contract to have adopted the National Cyber Security</p>	

Theme		Policy Outcome		Question Weighting:	5%
			Potential Provider's Response:	<i>In complying your answer, please refer to the Social Value Model Quick Reference Table, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.</i>	

Question 9 – Fighting Climate Change

Theme		Policy Outcome		Question Weighting:		2.5%
3	Fighting Climate Change	Effective stewardship of the environment		MAC	4.2	Title: Influence staff, suppliers, customers, and communities through the delivery of the contract to support environmental protection and improvement.
			Model Evaluation Question (MEQ)	<p>Using a maximum of 4 sides of A4 paper describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria. Please include:</p> <ul style="list-style-type: none"> • your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and • a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency <p>How you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.</p>		
				Sub-Criteria for MAC: Influence environmental protection and improvement		

Theme		Policy Outcome	Question Weighting:	2.5%
		Model Response Guidance:	<p>Activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"> • Understanding of how to influence staff, suppliers, customers, communities and/or any other appropriate stakeholders through the delivery of the contract to support environmental protection and improvement. • Activities to reconnect people with the environment and increase awareness of ways to protect and enhance it. 	
		Illustrative examples:	<ul style="list-style-type: none"> • Engagement to raise awareness of the benefits of the environmental opportunities identified. • Co-design/creation. Working collaboratively to devise and deliver solutions to support environmental objectives. • Training and education. Influencing behaviour to reduce waste and use resources more efficiently in the performance of the contract. • Partnering/collaborating in engaging with the community in relation to the performance of the contract, to support environmental objectives. • Volunteering opportunities for the contract workforce, e.g. undertaking activities that encourage direct positive impact. 	
		Standard Reporting Metrics	<ul style="list-style-type: none"> • Number of people-hours spent protecting and improving the environment under the contract, by UK region. • Number of green spaces created under the contract, by UK region. • Annual: <ul style="list-style-type: none"> ○ Reduction in emissions of greenhouse gases arising from the performance of the contract, measured in metric tonnes carbon dioxide equivalents (MTCDE). ○ Reduction in water use arising from the performance of the contract, measured in litres. 	

Theme		Policy Outcome		Question Weighting:	2.5%
				Reduction in waste to landfill arising from the performance of the contract, measured in metric tonnes.	
			Potential Provider's Response:	<i>In complying your answer, please refer to the Social Value Model Quick Reference Table, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.</i>	

Question 10 – Equal Opportunity

Theme		Policy Outcome		Question Weighting:		2.5%
4	Equal opportunity	Tackle workforce inequality		MAC	6.1	Title: Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.
		Model Evaluation Question (MEQ)		<p>Using a maximum of 4 sides of A4 paper describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria. Please include:</p> <ul style="list-style-type: none"> • your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and • a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency <p>How you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.</p>		
		Sub-Criteria for MAC:		Tackling inequality in the contract workforce		

Theme		Policy Outcome		Question Weighting:	2.5%
			Model Response Guidance:	<p>Activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"> • Understanding of the issues affecting inequality in employment, skills and pay in the market, industry or sector relevant to the contract, and in the tenderer's own organisation and those of its key sub-contractors. • Measures to tackle inequality in employment, skills and pay in the contract workforce. <p>Illustrative examples:</p> <ul style="list-style-type: none"> ○ Inclusive and accessible recruitment practices, and retention-focussed activities. ○ Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships. ○ Working conditions which promote an inclusive working environment and promote retention and progression. ○ Demonstrating how working conditions promote an inclusive working environment and promote retention and progression. ○ A time-bound action plan informed by monitoring to ensure employers have a workforce that proportionately reflects the diversity of the communities in which they operate, at every level. ○ Including multiple women, or others with protected characteristics, in shortlists for recruitment and promotions. ○ Using skill-based assessment tasks in recruitment. ○ Using structured interviews for recruitment and promotions. ○ Introducing transparency to promotion, pay and reward processes. ○ Positive action schemes in place to address under-representation in certain pay grades. ○ Jobs at all levels open to flexible working from day one for all workers. 	

Theme		Policy Outcome		Question Weighting:	2.5%
				<ul style="list-style-type: none"> Collection and publication of retention rates, e.g. for pregnant women and new mothers, or for others with protected characteristics. Regular equal pay audits conducted. 	
			Illustrative examples:	N/A	
			Standard Reporting Metrics	<ul style="list-style-type: none"> Total percentage of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, as a proportion of the total FTE contract workforce, by UK region. Number of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, by UK region. Total percentage of people from groups underrepresented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on apprenticeship schemes (Level 2, 3, and 4+) within the contract workforce, by UK region. Number of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, by UK region. Total percentage of people from groups under-represented in the workforce on other training schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on other training schemes (Level 2, 3, and 4+) within the contract workforce, by UK region. Number of people from groups under-represented in the workforce on other training schemes (Level 2, 3, and 4+) under the contract, by UK region. 	

Theme		Policy Outcome		Question Weighting:	2.5%
				<ul style="list-style-type: none">• Percentage of all companies in the supply chain under the contract to have committed to the five foundational principles of good work.• Number of companies in the supply chain under the contract to have committed to the five foundational principles of good work.• Percentage of the supply chain for which supply chain mapping has been completed to the appropriate tier or to source in order to reduce the risks of modern slavery. <p>Number of people-hours devoted to supporting victims of modern slavery under the contract.</p>	
				Potential Provider's Response:	<i>In complying your answer, please refer to the Social Value Model Quick Reference Table, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.</i>

Appendix 2 to Annex C – Social Value Scoring Criteria

	Criteria for awarding score	Score
Very good: (exceeds some of the Model Award Criteria (MACs))	<p>The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> • Good understanding of the requirements. • Sufficient competence demonstrated through relevant evidence. • Some insight demonstrated into the relevant issues. • The response addresses the social value policy outcome and also shows good market experience. 	10
Good: (meets all of the Model Award Criteria (MACs))	<p>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:</p> <ul style="list-style-type: none"> • Good understanding of the requirements. • 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. 	7
Poor: (meets some of the Model Award Criteria (MACs))	<p>The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following:</p> <ul style="list-style-type: none"> • There is at least one significant issue needing considerable attention. • Proposals do not demonstrate competence or understanding. • The response is light on detail and unconvincing. • The response makes no reference to the applicable sector but shows some general market experience. • The response makes limited reference (naming only) to the social value policy outcome set out within the invitation. 	3
Fail	The response completely fails to meet the required standard or does not provide a proposal.	0

Invitation to Tender: 701107374. – PEDT0029 – Backup Atmosphere Monitoring Systems (BAMS) ITT

DEFFORM 47 – Annex D – Cyber Supplier Assurance Questionnaire



Held as an External Document in the Defence Sourcing Portal (DSP)