

Contract notice for contracts in the field of defence and security

Section I: Contracting authority/entity	
I.1) Name, addresses and contact point(s)	
Official name:	Ministry of Defence
Postal address:	Ash 2A # 3203, Abbey Wood South
Town (Mandatory):	Bristol
Postal code:	BS34 8JH
Country (Mandatory):	United Kingdom
Contact point(s)	
For the attention of:	
E-mail:	@mod.gov.uk
Internet address(es):	
Further information can be obtained from	The above mentioned contact point(s)
Specifications and additional documents can be obtained from	The above mentioned contact point(s)
Tenders or requests to participate must be sent to	The above mentioned contact point(s)
I.2) Type of the contract contracting authority (in case of a notice published by a contracting authority)	
I.3) Main activity	in case of a notice published by a contracting authority
Authority	Ministry or any other national or federal authority, including their regional or local sub-divisions
Activity	<input type="checkbox"/> Defence <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
The contracting authority/entity is purchasing on behalf of other contracting authorities/entities	No
Section II: Object of the Contract	
II.1) Description	
II.1.1) Title attributed to the contract by the contracting authority/entity (Mandatory)	Boats/0007 Maritime Overseer Support (MOS) For Boats and Royal Fleet Auxiliary (RFA)

II.1.2) Type of contract and location of works, place of delivery or of performance (mandatory) - (choose one category only works, supplier or services - which corresponds most to the specific object of your contract or purchase(s))	Services
Service category No	Defence services, military defence services and civil defence services
Main site or location of works, place of delivery or of performance:	United Kingdom and Gibraltar (British Overseas Territory)
NUTS code	UK
II.1.3) Information on framework agreement	
The notice involves the establishment of a framework agreement	<input type="checkbox"/> The notice involves the establishment of a framework agreement
II.1.4) Information on framework agreement (if applicable)	Framework agreement with a single operator
Duration of the framework agreement	
Duration in years	7
Estimated total value of purchases for the entire duration of the framework agreement (if applicable, give figures only)	
or Range: between	2000000.00
and	6000000.00
Currency:	Pound sterling
II.1.5) Short description of the contract or purchase(s)	<p>The Ministry of Defence (MOD) Boats Team and Royal Fleet Auxiliary Cluster Support Team require a framework agreement to provide Overseer Support (OS).</p> <p>Boats Acquisition Requirement - The current Acquisition programme will deliver 7 classes of boats over the next 5 years which will require an overseer for either build, upkeep or both. They are all in various stages of manufacture, built by different UK-based boat builders.</p> <p>Boats In Service Support Requirement - There is a Boats In Service Support (BISS) contract in place to provide in service support for all classes of boats not included in the Boats Acquisition Requirement, which will require an overseer for upkeep. This contract is divided into 11 Lots. The locations of these Lots can be broken down to UK North East, UK North West, UK South and Gibraltar. Ideally there will be separate overseers covering UK North East, UK North West and UK South.</p>

II.1.6) Commonment vocabulary (CPV) procur	
Main object	50241000
Additional object(s)	50244000
II.1.7) Informationt subcontracting (if applicable) abou	
The tenderer has to indicate in the tender any share of the contract it may intend to subcontract to third parties and any proposed subcontractor, as well as the subject-matter of the subcontracts for which they are proposed (if applicable)	<input type="checkbox"/> The tenderer has to indicate in the tender any share of the contract it may intend to subcontract to third parties and any proposed subcontractor, as well as the subject-matter of the subcontracts for which they are proposed
The tenderer has to indicate any change occurring at the level of subcontractors during the execution of the contract. (if applicable)	<input type="checkbox"/> The tenderer has to indicate any change occurring at the level of subcontractors during the execution of the contract
The successful tenderer is obliged to subcontract the following share of the contract through the procedure set out in Title III of Directive 2009/81/EC (contract) %) of the value of the contract (The maximum percentage may not exceed 30% of the value of the	
II.1.8) Lots (for information about lots, use Annex B as many times as there are lots)	
This contract is divided into lots:	No
II.1.9) Variants will be accepted	No
II.2) Quantity or scope of the contract	

<p>II.2.1) Total quantity or scope: (including all lots, renewals and options, if applicable)</p>	<p>The Boats team are responsible for managing In-Service and new Acquisition programmes for the following vessels: • Static Training Vessels</p> <ul style="list-style-type: none"> • Small Boats Flotilla • Provision of overseeing services for programmed builds upkeeps/refits and repairs for vessels which could include, but would not be limited to: • P2000 (Archer Class) Boats - HM Ships Archer, Biter, Blazer, Charger, Dasher, Example, Exploit, Explorer, Express, Pursuer, Puncher, Raider, Ranger, Smiter, Tracker, Trumpeter • Fast Patrol Vessels (FPV) HM Ships Sabre and Scimitar • Patrol Vessels Sir Cecil Smith and Sir Evan Gibb • Training Ships HMS Bristol, Sir Tristram, Brecon and Hindostan • Maritime Interdiction (MI) Craft. • Vahana Workboat • Royal Navy Patrol Launch (RNPL) • Other boats, less than 50 metres in length, principally Rigid Inflatable Boats (RIBs), Work Boats, Training Yachts and Police Launches. <p>The RFA CST is responsible for managing In-Service and Upkeep requirements for vessels which could include, but would not be limited to:</p> <ul style="list-style-type: none"> • RFA Wave Class – RFA Wave Knight and RFA Wave Ruler • RFA Tide Class – RFA Tidespring, RFA Tiderace, RFA Tidesurge and RFA Tideforce • RFA Fort Victoria <p>The Contractor shall provide the following upkeep management services to the RFA and Platform Authority on a tasking basis to include the provision of expert knowledge and overseeing services for programmed upkeeps/refits and repairs for the aforementioned vessels.</p> <p>1.1 Attending in service ships to carry out Pre-upkeep Materiel Assessments (PUMA) and standing by Northern Cluster RFA ships in Upkeep, to provide quality assurance and implementation of specific Military design changes and modifications in accordance with the specifications and regulations.</p> <p>Items include: -</p> <ul style="list-style-type: none"> 1.1.1 Magazines/Magazine Cargo Holds and related protection and safety systems, e.g. stowage arrangements, lighting, Heating Ventilation and Air Conditioning (HVAC), Rapid Reaction Spray System (RRSS), security, alarms, tallied instructions/warnings, etc. 1.1.2 Magazines, Ammunition Lockers and Weapons Stowages. 1.1.3 Ammunition Routes, e.g. mobilising explosives/ammunition between Magazine and point of use. 1.1.4 Liaising with attending Capability Team members responsible for the Naval Authority Certification. <p>1.2 Providing Materiel assessment of Weapon installations (pre, during and after Upkeep).</p> <p>1.3 Providing Materiel assessment of Aviation Facilities (pre, during and after Upkeep), including but not limited to: -</p> <p>1.4 Flight Deck & Hangar condition of fixtures, fittings and coatings, aircraft securing/lashing and refuelling arrangements.</p> <p>1.5 Safety nets, lighting, aircraft starting facilities.</p> <p>1.6 Writing PUMA (Pre-Upkeep Materiel Assessment) defect reports – raising Work Request Forms (WRF's).</p> <p>1.7 Assisting Technical Superintendents with Upkeep Specification planning.</p>
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- 1.8 Overseeing the implementation of all Type A and B S1182s, including: -
 - 1.9 Attending the Line-out presentation by the Contractor with or on behalf of the Capability Teammember.
 - 1.10 Oversee the work in progress.
 - 1.11 Provide quality assurance and expert advice to ensure that the S1182 specification requirements have been met when presented at the Final Inspection on behalf of the Platform Authority.
 - 1.12 Assist the Capability Team area and the Technical Superintendent with Technical Queries raised by the Contractor that require Platform Authority support and response.
 - 1.13 Liaise with MOD inspection authorities e.g. Maritime Commissioning and Testing Authority (MCTA) and Fleet Aviation when arranging the following inspections: Pre-embarkation Inspection (PEIM), Weapon systems II, IT and Pre-HAT Air/HAT Air. Liaising with Capability Team members responsible for the Naval Authority Certification.
 - 1.14 Hosting outside inspecting authorities and chairing "Take-on" and "Wash-up" meetings.
 - 1.15 Assisting the Technical Superintendents with After Action Reviews for designated ships departing periods of Upkeep.
- The scope of this requirement includes two, one year options to extend which are currently unfunded.

or Range: between	2000000.00
and	6000000.00
Currency:	Pound sterling
II.2.2) Information about options (if applicable)	Yes
(if yes) Description of these options:	The scope of this requirement includes two, one year options to extend which are currently unfunded.
(if known) Provisional timetable for recourse to these options:	
II.2.3) Information about renewals (if applicable)	
Or	
(if known) In the case of renewable supplies or service contracts, estimated timeframe for subsequent contracts:	
II.3) Duration of the contract or time limit for completion	
Duration in months:	84
Section III: Legal, economic, financial and technical information	
III.1) Conditions relating to the contract	
III.1.1) Deposits and guarantees required: (if applicable)	An indemnity, guarantee or bank bond may be required to support the contract The Authority reserves the right to ask for an indemnity, (parent company) guarantee or bank bond if the supplier does not meet the required standard for economic and financial standing.
III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them	Tasks will be payable either upon successful completion of individual tasks or a milestone payment scheme will be agreed on a case by case basis
III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded: (if applicable)	If a group of economic operators submits a bid, the group must nominate a lead organisation to deal with the Authority. The Authority shall require the group to form a legal entity before entering into the contract.
III.1.4) Other particular conditions to which the performance of the contract is subject, in particular with regard to security of supply and security of information (if applicable)	
The performance of the contract is subject to particular conditions	Yes

(if yes) Description of particular conditions:	<p>The Authority reserves the right to amend any condition related to security of information to reflect any changes in national law or government policy. If any contract documents are accompanied by a Security Aspects Letter, the Authority reserves the right to amend the terms of the Security Aspects Letter to reflect any changes in national law or government policy whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise.</p> <p>The maximum level of protective marking is Official Sensitive.</p> <p>TUPE is applicable and that TUPE obligations are a possibility and is currently undertaken by Industry.</p> <p>The Cyber Risk Assessment access code is: Ref: RAR-DZ7E27TB The Cyber Risk Level for this requirement is very low.</p>
III.1.5) Information about security clearance (if applicable)	
Candidates which do not yet hold security clearance may obtain such clearance until (dd/mm/yyyy):	01/09/2021
III.2) Conditions for participation	
III.2.1) Personal situation	
Criteria regarding the personal situation of economic operators (that may lead to their exclusion) including requirements relating to enrolment on professional or trade registers	

<p>Information and formalities necessary for evaluating if the requirements are met:</p>	<p>Suppliers Instructions How to Express Interest in this Tender:</p> <ol style="list-style-type: none"> 1. Register your company on the eSourcing portal (this is only required once) <ul style="list-style-type: none"> - Browse to the eSourcing Portal - Click the "Click here to register" link - Accept the terms and conditions and click "continue" - Enter your correct business and user details - Note the username you chose and click "Save" when complete - You will shortly receive an email with your unique password (please keep this secure) 2. Express an Interest in the tender <ul style="list-style-type: none"> - Login to the portal with the username/password - Click the "PQQs Open to All Suppliers" link. (These are Pre-Qualification Questionnaires open to anyregistered supplier) - Click on the relevant PQQ to access the content. - Click the "Express Interest" button in the "Actions" box on the left-hand side of the page. - This will move the PQQ into your "My PQQs" page. (This is a secure area reserved for your projects only) - Click on the PQQ code, you can now access any attachments by clicking the "Settings and Buyer Attachments" in the "Actions" box 3. Responding to the tender <ul style="list-style-type: none"> - You can now choose to "Reply" or "Reject" (please give a reason if rejecting) - You can now use the 'Messages' function to communicate with the buyer and seek any clarification - Note the deadline for completion, then follow the onscreen instructions to complete the PQQ - There may be a mixture of online & offline actions for you to perform (there is detailed online help available) <p>If you require any further assistance please consult the online help, or contact the eTendering help desk.</p>
	<p>Criteria regarding the personal situation of subcontractors (that may lead to their rejection) including requirements relating to enrolment on professional or trade registers (if applicable)</p>

<p>Information and formalities necessary for evaluating if the requirements are met:</p>	<p>Suppliers Instructions How to Express Interest in this Tender:</p> <ol style="list-style-type: none"> 1. Register your company on the eSourcing portal (this is only required once) <ul style="list-style-type: none"> - Browse to the eSourcing Portal - Click the "Click here to register" link - Accept the terms and conditions and click "continue" - Enter your correct business and user details - Note the username you chose and click "Save" when complete - You will shortly receive an email with your unique password (please keep this secure) 2. Express an Interest in the tender <ul style="list-style-type: none"> - Login to the portal with the username/password - Click the "PQQs Open to All Suppliers" link. (These are Pre-Qualification Questionnaires open to anyregistered supplier) - Click on the relevant PQQ to access the content. - Click the "Express Interest" button in the "Actions" box on the left-hand side of the page. - This will move the PQQ into your "My PQQs" page. (This is a secure area reserved for your projectonly) - Click on the PQQ code, you can now access any attachments by clicking the "Settings and BuyerAttachments" in the "Actions" box 3. Responding to the tender <ul style="list-style-type: none"> - You can now choose to "Reply" or "Reject" (please give a reason if rejecting) - You can now use the 'Messages' function to communicate with the buyer and seek any clarification - Note the deadline for completion, then follow the onscreen instructions to complete the PQQ - There may be a mixture of online & offline actions for you to perform (there is detailed online help available) <p>If you require any further assistance please consult the online help, or contact the eTendering help desk.</p>
<p>III.2.2) Economic and financial ability</p>	
<p>Criteria regarding the economic and financial standing of economic operators (that may lead to their exclusion)</p>	

Information and formalities necessary for evaluating if the requirements are met:	<p>Two Years Audited Accounts will be required as part of any PQQ response.</p> <p>The estimated annual contract value for Boats Inservice, Acquisition and RFA is £800,000</p> <p>If the estimated annual contract value is greater than "40%" of the supplier's turnover, the Authority reserves the right to exclude the supplier from being selected to tender except where the supplier provides, to the satisfaction of the Authority, evidence showing it has sufficient economic and financial capability, e.g. such evidence may include:</p> <p>(1) Any additional information proving it has sufficient economic and financial resources to deliver the requirement; and</p> <p>(2) State whether the supplier is willing to provide the Authority with an indemnity, guarantee or bank bond.</p> <p>A financial assessment that is proportionate to the proposed contract will be undertaken on the supplier's financial status. An overall pass / fail judgement will be made after considering areas such as turnover, profit, net assets, liquidity, gearing and capacity. This assessment will include the Parent company, where applicable. An independent financial assessment obtained from a reputable credit rating organisation may be utilised as part of this process.</p> <p>A Statement of Good Standing will be required as part of the Pre-Qualification Questionnaire response.</p>
Criteria regarding the economic and financial standing of subcontractors (that may lead to their rejection) (if applicable)	
Information and formalities necessary for evaluating if the requirements are met:	
III.2.3) Technical capacity	
Criteria regarding the technical and/or professional ability of economic operators (that may lead to their exclusion) (if applicable)	
Information and formalities necessary for evaluating if the requirements are met:	Sought through Pre-Qualification Questionnaire
Criteria regarding the technical and/or professional ability of subcontractors (that may lead to their rejection) (if applicable)	
Information and formalities necessary for evaluating if the requirements are met:	
III.2.4) Information about reserved contracts (if applicable)	
III.3) Conditions specific to services contracts	
III.3.1) Information about a particular profession	No
Section IV: Procedure	
IV.1) Type of procedure (Mandatory)	
IV.1.1) Type of procedure (Mandatory)	Restricted

(if yes, provide names and addresses of economic operators already selected under Section VI.3 Additional information)			
IV.1.2) Limitations on the number of operators who will be invited to tender or to participate (restricted and negotiated procedures, competitive dialogue)			
or Envisaged minimum number	3		
and (if applicable) maximum number	6		
Objective criteria for choosing the limited number of candidates:	This will be conducted in accordance with the evaluation criteria as set out in the PQQ Guidance Instructions.		
IV.1.3) Reduction of the number of operators during the negotiation or dialogue (negotiated procedure, competitive dialogue)			
Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated	No		
IV.2) Award criteria			
IV.2.1) Award criteria (please tick the relevant box(es))	The most economically advantageous tender in terms of		
	the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document		
	<input type="checkbox"/>	Criteria	Weighting
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
IV.2.2) An electronic auction will be used	No		
IV.3) Administrative information			
IV.3.1) File reference number attributed by the contracting	701549432		

701549432- DPQQ - Boats/0007- Maritime Overseers Support (MOS)- DPQQ

User	Date
	01/07/2021 10:49:30 - Time Zone: GMT + 0:00

Owner	Division	Department
	DE&S	Ships

Project information

Project Code	Project Title	Project Reference
701549432	Boats/0007 - Maritime Overseer Support (MOS) for Boats and RFA	701549432

Qualification Envelope	Yes
Technical Envelope	Yes

Commercial Envelope	No
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Overview

PQQ Code	PQQ Title
701549432- DPQQ	Boats/0007- Maritime Overseers Support (MOS)-DPQQ
PQQ Description	
Maritime Overseer Support (MOS) For Boats and RFA.	
Status	
Technical Evaluation	
Type of Supplier Access	
PQQ Open to All Suppliers	
Estimated Value of Contract	Hide Value From Suppliers
	Yes
Test PQQ	
No	
Allow Bidding Group Responses	
No	
Categories	
34511100 - Marine patrol vessels	
34512800 - Tanker ships	
34521100 - Surveillance boats	
34521200 - Customs patrol boats	
34521300 - Police patrol boats	

Date & Time Settings

Options for Viewing Responses	Visibility of Evaluation Group Comments During Evaluation
Sealed (parallel opening)	Blind Behaviour
Publish Automatically?	Automatic Publication Date
No	
End Date for Supplier Clarification Messages	End Time for Supplier Clarification Messages
14/05/2021	23:59
Closing Date	Closing Time
28/05/2021	12:00
Number of Hours before Closing Time to block Expressions of Interest	
0	

Date & Time Information

PQQ Publication- Date	PQQ Publication- Time
27/04/2021	16:19:05
PQQ Latest Change- Date	PQQ Latest Change- Time
23/06/2021	10:33:08

Awarding Strategy

Supplier Response Ranking	Best Technical Score
Scoring Method	Percentage Weight
Technical Score Weight	100%
Weights Visible to Suppliers on 'Printable View'	Including Section and Question Level

Use this area for sharing attachments with Suppliers. Files in this area will be made visible to Suppliers on publication of the PQQ. Supplier downloading of individual files may be monitored, allowing you to verify the date & time at which each Supplier has viewed each file.

Path		Description	Folder Size	
Top Level (3)			391 KB	
Filename	Downloadable	Last Modification Date	Description	File Size
20210414_SOGS_Cover_letter.pdf	Yes	29/04/2021		84 KB
20210414_SOGS_Form.docx	Yes	29/04/2021		23 KB
20210427_FINAL_DPQQ_Guidance_Form.pdf	Yes	29/04/2021		285 KB

Attachments Visible Only to Buyers

Path		Description	Folder Size	
Top Level (3)			391 KB	
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20210427_FINAL_DPQQ_Guidance_Form.pdf	Yes	27/04/2021		285 KB

Qualification Questionnaire

General Attachments
Not Allowed
Qualification Envelope
1.1 Documentation (Questions: 2)
1.2 Organisation, legal status and contact Details (Questions: 18)
1.3 Organisation, legal status and contact Details (PSC) (Questions: 1)
1.4 Consortia and Subcontracting (Questions: 5)

1.5 Declaration and Contact Details (Questions: 1)
1.6 Contact details (Questions: 6)
1.7 Part 1: Form B - Grounds of Mandatory Rejection (Questions: 33)
1.8 Part 1: Form C - Grounds for Discretionary rejection (Questions: 20)
1.9 Part 1: Form D - Economic and financial standing (Questions: 5)
1.10 INSURANCE (Questions: 1)
1.11 5.3 Electronic Trading (Questions: 2)
1.12 Mandatory Selection Criterion for the Government's Cyber Essentials Scheme (Questions: 5)

	Question	Description	Question Type
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1.2.1	SQ-1.1(a)	Full name of the potential supplier submitting the information	Text
1.2.2	SQ-1.1(b) – (i)	Registered office address (if applicable)	Text

Evaluation Section: 1.A Buyer Guidance: Read Before Configuring

	Question	Description
1.A.1	Developing Evaluation Strategy	<p>Development of your evaluation strategy should be made in accordance with the Tender Evaluation Developing the Evaluation Strategy CPS. Your evaluation strategy should consider both cost and non-cost factors to deliver a value for money procurement. The Defence Sourcing Portal refers to 'Qualification', 'Commercial', and 'Technical' evaluation, terms set by the Jaggaer system. These terms do not align with existing MOD terminology and therefore should be interpreted as follows:</p> <p>Qualification – This refers to Supplier Selection criteria as used in Dynamic Pre-Qualification Questionnaires (DPQQ) and Suitability Assessment Questionnaires (SAQ) that are used to assess suppliers' capability to undertake your requirement.</p> <p>Technical – This refers to all 'non-cost' elements of the tender evaluation including; technical evaluation, engineering evaluation, commercial evaluation (excluding cost or price), safety evaluation, quality evaluation etc. Essentially It includes all aspects of the tender evaluation other than the cost or price.</p> <p>Commercial – This refers to the 'cost' or pricing elements of the evaluation only. This does not include commercial aspects of the tender evaluation which are considered as part of the 'technical' or non-cost evaluation.</p>

Question Section: 1.1 Documentation

	Question	Description	Question Type
1.1.1	PQQ Guidance	Please confirm that you can download and open the attached PQQ Guidance	Yes/No Value
1.1.2	Statement Relating to Good Standing	<p>Please complete the Statement Relating to Good Standing attached. The SRGS should be completed by way of "virtual completion". To do this, you must:</p> <ol style="list-style-type: none"> Print off the attached SRGS document; Sign the appropriate section by hand; Make a PDF of that signature page and; Upload the new PDF with signature to the DSP as part of your submission. 	Attachment

Profile Question Section: 1.2 Organisation, legal status and contact Details

1.2.3	SQ-1.1(b) – (ii)	Registered website address (if applicable)	Text
1.2.4	SQ-1.1(c)	Trading status	Option List
1.2.5	SQ-1.1(c) (other)	If 'other', please specify your trading status	Text
1.2.6	SQ-1.1(d)	Date of registration in country of origin	Date
1.2.7	SQ-1.1(e)	Company registration number (if applicable)	Text
1.2.8	SQ-1.1(g)	Head office DUNS number (if applicable)	Text
1.2.9	SQ-1.1(h)	Registered VAT number	Text
1.2.10	SQ-1.1(k)	Trading name(s) that will be used if successful in this procurement	Text

1.2.11	SQ-1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one)	Multi Choice Option List
1.2.12	SQ-1.1(m)	Are you a Small, Medium or Micro Enterprise (SME)?	Option List
	Question	Description	
1.2.13	SME Definition	https://ec.europa.eu/growth/smes/sme-definition_en	
1.2.14	Note	Where appropriate: UK companies, Societates European (SEs) and limited liability partnership be required to identify and record the people who own or control their company. Companies LLPs will need to keep a PSC register, and must file the PSC information with the central pub Companies House. See PSC guidance. Central Government contracting authorities should use this information to have the PSC info the preferred supplier checked before award.	
	Question	Description	Question Type
1.2.15	SQ-1.1(o) Details	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	Text
1.2.16	SQ-1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	Text
1.2.17	DPQQ-1.1(i) - (i)	If applicable, is your organisation certified, by the Registrar of Companies in the United Kingdom or Gibraltar, as incorporated, or certified as having declared on oath that it is carrying on business in the trade in question in the United Kingdom, or in Gibraltar, at a specific place of business and under a specific trading name.	Option List
1.2.18	SQ-1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	Text
1.2.19	SQ-1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Option List
1.2.20	SQ-1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	Text

Question Section: 1.3 Organisation, legal status and contact Details (PSC)

	Question	Description	Question Type
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1.3.1	SQ-1.1(n)	<p>SQ-1.1(n) - Details of Persons of Significant Control (PSC), where appropriate: - Name;</p> <ul style="list-style-type: none"> - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%,- More than 50% and less than 75%, - 75% or more. <p>(Please enter N/A if not applicable)</p>	Text
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Question Section: 1.4 Consortia and Subcontracting

	Question	Description	Question Type
1.4.1	SQ-1.2(a) - (i)	<p>Are you bidding as the lead contact for a group of economic operators?</p> <p>If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.</p> <p>If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.</p>	Option List
1.4.2	SQ-1.2(a) - (ii)	Name of group of economic operators (if applicable)	Text
1.4.3	SQ-1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	Text
1.4.4	SQ-1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Option List
1.4.5	SQ-1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each subcontractor here. We may ask them to complete this form as well.	Attachment

Question Section: 1.5 Declaration and Contact Details

	Question	Description	Question Type
1.5.1	Declaration	<p>Contact details for enquiries about this documentation (this must be the lead contact within the supplier, or if a consortium the organisation acting as lead contact within it)</p> <p>I declare to the best of my knowledge that the answers submitted and information contained in this documentation are correct and accurate.</p> <p>I declare that, upon request an without delay I will provide the certificates or documentary evidence referred to in this document.</p> <p>I understand the information will be used in the selection process to asses my organisation's suitability to be invited to participate further in this procurement</p> <p>I understand that the Authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.</p> <p>I am aware of the consequences of serious misrepresentation.</p>	Option List (with response causing Supplier exclusion)

Profile Question Section: 1.6 Contact details

	Question	Description	Question Type
1.6.1	SQ-1.3(a)	Contact name	Text
1.6.2	SQ-1.3(b)	Name of organisation	Text
1.6.3	SQ-1.3(c)	Role in organisation	Text
1.6.4	SQ-1.3(d)	Phone number	Text
1.6.5	SQ-1.3(e)	E-mail address	Text
1.6.6	SQ-1.3(f)	Postal address	Text

Profile Question Section: 1.7 Part 1: Form B - Grounds of Mandatory Rejection

	Question	Description	Question Type
1.7.1	IMPORTANT NOTICE	<p>"IMPORTANT NOTICE: The criteria in this section are grounds for mandatory exclusion under regulation 23 of the DSPCR and are therefore pass/fail questions as the Authority may be required to exclude you from participating in this procurement unless regulation 23(2) is deemed by the Authority to apply.</p> <p>in accordance with Regulation 23(2) the Authority may allow a potential supplier to continue in the procurement process where the potential supplier including its directors or any other person who has powers of representation, decision or control has been convicted of any offence described in 2.1 if it is satisfied that there are overriding requirements in the general interests which justify doing so in relation to that potential supplier.</p> <p>If you answer ""yes"" to any question this will be considered a Fail except where the Authority deems Regulation 23(2) applicable.</p> <p>2.1 Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?</p>	
1.7.2	DPQQ_2.1 (a)	Conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;	Yes/No Value
1.7.3	DPQQ_2.1 (a)i	If "yes", please provide full details of the relevant conviction and any remedial action taken including any compensation paid, steps taken by you to aid the investigation of the matter, measures that you have taken to prevent further offences or misconduct.	Text
1.7.4	DPQQ_2.1 (a)ii	If "No", but wish to provide any information relevant to these questions, please provide the information.	Text
1.7.5	DPQQ_2.1(b)	Involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;	Yes/No Value
1.7.6	DPQQ_2.1 (b)i	If "yes", please provide full details of the relevant conviction and any remedial action taken including any compensation paid, steps taken by you to aid the investigation of the matter, measures that you have taken to prevent further offences or misconduct.	Text
1.7.7	DPQQ_2.1 (b)ii	If "No", but wish to provide any information relevant to these questions, please provide the information.	Text

1.7.8	DPQQ_2.1 (c)	Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906*;	Yes/No Value
1.7.9	DPQQ_2.1 (c)i	If "yes", please provide full details of the relevant conviction and any remedial action taken including any compensation paid, steps taken by you to aid the investigation of the matter, measures that you have taken to prevent further offences or misconduct.	Text
1.7.10	DPQQ_2.1 (c)ii	If "No", but wish to provide any information relevant to these questions, please provide the information.	Text
1.7.11	DPQQ_2.1(d)	The offence of bribery;	Yes/No Value
1.7.12	DPQQ_2.1 (d)i	If "yes", please provide full details of the relevant conviction and any remedial action taken including any compensation paid, steps taken by you to aid the investigation of the matter, measures that you have taken to prevent further offences or misconduct.	Text
1.7.13	DPQQ_2.1 (d)ii	If "No", but wish to provide any information relevant to these questions, please provide the information.	Text
1.7.14	DPQQ_2.1(e)	Bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;	Yes/No Value
1.7.15	DPQQ_2.1 (e)i	If "yes", please provide full details of the relevant conviction and any remedial action taken including any compensation paid, steps taken by you to aid the investigation of the matter, measures that you have taken to prevent further offences or misconduct.	Text
1.7.16	DPQQ_2.1 (e)ii	If "No", but wish to provide any information relevant to these questions, please provide the information.	Text
1.7.17	DPQQ_2.1(f)	Bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;	Yes/No Value
1.7.18	DPQQ_2.1 (f)i	If "yes", please provide full details of the relevant conviction and any remedial action taken including any compensation paid, steps taken by you to aid the investigation of the matter, measures that you have taken to prevent further offences or misconduct.	Text
1.7.19	DPQQ_2.1 (f)ii	If "No", but wish to provide any information relevant to these questions, please provide the information.	Text
1.7.20	DPQQ_2.1(h)	Money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007*;	Yes/No Value
1.7.21	DPQQ_2.1 (h)i	If "yes", please provide full details of the relevant conviction and any remedial action taken including any compensation paid, steps taken by you to aid the investigation of the matter, measures that you have taken to prevent further offences or misconduct.	Text
1.7.22	DPQQ_2.1 (h)ii	If "No", but wish to provide any information relevant to these questions, please provide the information.	Text
1.7.23	DPQQ_2.1(i)	Terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA*;	Yes/No Value
1.7.24	DPQQ_2.1 (i)i	If "yes", please provide full details of the relevant conviction and any remedial action taken including any compensation paid, steps taken by you to aid the investigation of the matter, measures that you have taken to prevent further offences or misconduct.	Text

1.7.25	DPQQ_2.1 (i)ii	If "No", but wish to provide any information relevant to these questions, please provide the information.	Text
1.7.26	DPQQ_2.1(j)	An offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994;	Yes/No Value
1.7.27	DPQQ_2.1 (j)i	If "yes", please provide full details of the relevant conviction and any remedial action taken including any compensation paid, steps taken by you to aid the investigation of the matter, measures that you have taken to prevent further offences or misconduct.	Text
1.7.28	DPQQ_2.1 (j)ii	If "No", but wish to provide any information relevant to these questions, please provide the information.	Text
1.7.29	DPQQ_2.1(k)	In Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);	Yes/No Value
1.7.30	DPQQ_2.1 (k)i	If "yes", please provide full details of the relevant conviction and any remedial action taken including any compensation paid, steps taken by you to aid the investigation of the matter, measures that you have taken to prevent further offences or misconduct.	Text
1.7.31	DPQQ_2.1 (k)ii	If "No", but wish to provide any information relevant to these questions, please provide the information.	Text
1.7.32	DPQQ_2.1(l)	Any other offence within the meaning of Article 39(1)(a), (b), (d), or (e) of the Defence and Security Procurement Directive 2009/81/EC as defined by the law of any part of the United Kingdom or of Gibraltar	Yes/No Value
1.7.33	DPQQ_2.1 (l)i	If "yes", please provide full details of the relevant conviction and any remedial action taken including any compensation paid, steps taken by you to aid the investigation of the matter, measures that you have taken to prevent further offences or misconduct.	Text
1.7.34	DPQQ_2.1 (l)ii	If "No", but wish to provide any information relevant to these questions, please provide the information.	Text

Profile Question Section: 1.8 Part 1: Form C - Grounds for Discretionary rejection

	Question	Description	
1.8.1	IMPORTANT NOTICE	<p>The Criteria in Part 1, Form C are grounds for discretionary exclusion under regulation 23 of the DSPCR and therefore pass/fail questions as the Authority is entitled to exclude you from participating in this procurement on the basis of this response.</p> <p>If you answer ""yes"" to any question, this may be considered a fail. The information provided will be taken into account by the Authority in considering whether or not you will be able to proceed any further in respect of this procurement exercise</p>	
	Question	Description	Question Type
1.8.2	DPQQ_3.1(a)	being an individual, is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of creditors or has made any conveyance or assignment for the benefit of creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of Section 268 of the Insolvency Act 1986, or Article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other State;	Yes/No Value

1.8.3	DPQQ_3.1(a)i	if "yes" please provide full details of the relevant incident and any remedial action taken subsequently	Text
1.8.4	DPQQ_3.1(b)	being a partnership constituted under Scots law, has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate;	Yes/No Value
1.8.5	DPQQ_3.1(b)i	if "yes" please provide full details of the relevant incident and any remedial action taken subsequently	Text
1.8.6	DPQQ_3.1(c)	being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002, has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part of the company's business or is the subject of similar procedures under the law of any other State?	Yes/No Value
1.8.7	DPQQ_3.1(c)i	if "yes" please provide full details of the relevant incident and any remedial action taken subsequently	Text
1.8.8	DPQQ_3.2(a)	been convicted of a criminal offence relating to the conduct of its business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;	Yes/No Value
1.8.9	DPQQ_3.2(a)i	if "yes" please provide full details of the relevant incident and any remedial action taken subsequently	Text
1.8.10	DPQQ_3.2(b)	committed an act of grave misconduct in the course of its business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;	Yes/No Value
1.8.11	DPQQ_3.2(b)i	if "yes" please provide full details of the relevant incident and any remedial action taken subsequently	Text
	Question	Description	
1.8.12	Note	Please note that under the DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.	
	Question	Description	Question Type
1.8.13	DPQQ_3.2(c)	been told by a contracting authority, that your organisation does not to possess the reliability necessary to exclude risks to the security of the United Kingdom*;	Yes/No Value
1.8.14	DPQQ_3.2(c)i	if "yes" please provide full details of the relevant incident and any remedial action taken subsequently	Text
1.8.15	DPQQ_3.2(d)	failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or Gibraltar.	Yes/No Value
1.8.16	DPQQ_3.2(d)i	if "yes" please provide full details of the relevant incident and any remedial action taken subsequently	Text
1.8.17	DPQQ_3.2(e)	failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or Gibraltar	Yes/No Value
1.8.18	DPQQ_3.2(e)i	if "yes" please provide full details of the relevant incident and any remedial action taken subsequently	Text
1.8.19	SQ-7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Option List

1.8.20	SQ-7.2	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Option List
1.8.21	SQ-7.2(a)	If you have answered yes to question 7.2, please provide the relevant URL	Text
1.8.22	SQ-7.2(b)	If you have answered no to question 7.2, please provide an explanation	Text

Profile Question Section: 1.9 Part 1: Form D - Economic and financial standing

	Question	Description	
1.9.1	Financial Assessment	<p>Please enter the information in the following format for each year required: £..... for year ended -- /- -/-----</p> <p>A financial assessment that is proportionate to the proposed contract will be undertaken on the supplier's financial status. An overall pass / fail judgement will be made after considering areas such as turnover, profit, net assets, liquidity, gearing and capacity. This assessment will include the Parent company, where applicable. An independent financial assessment obtained from a reputable credit rating organisation may be utilised as part of this process.</p>	
	Question	Description	Question Type
1.9.2	DPQQ_4.1	What was your overall turnover in each of the last two financial years?	Text
	Question	Description	
1.9.3	IMPORTANT NOTICE	<p>Where the Potential Provider is a consortium or association of suppliers, the financial information required for each Potential Provider that is a member of the consortium or association. Provider is a subsidiary of a group, the financial information is required for both the sub parent company.</p> <p>financial status. An overall pass / fail judgement will be made after considering areas such as turnover, profit, net assets, liquidity, gearing and capacity. This assessment will include the Parent company, where applicable. An independent financial assessment obtained from a reputable credit rating be utilised as part of this process.</p>	
	Question	Description	Question Type
1.9.4	DPQQ_4.2.2	A statement of your turnover, profit & loss account and cash flow for the most recent year of trading.	Attachment
1.9.5	DPQQ_4.2.3	A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Attachment
1.9.6	DPQQ_4.2.4	Alternative means of demonstrating financial status if trading for less than a year.	Attachment
1.9.7	DPQQ_4.2.1	A copy of your audited accounts for the most recent two years or for the period that is available if trading for less than two years.	Attachment

Profile Question Section: 1.10 INSURANCE

	Question	Description	Question Type
1.10.1	DPQQ_4.3.1	Employer's liability insurance is a legal requirement (except for businesses employing only the owner / close family members) and this should be at least £5 million. Please confirm that you have this in place.	Yes/No Value

Profile Question Section: 1.11 5.3 Electronic Trading

	Question	Description	
1.11.1	ELECTRONIC TRADING	PASS/FAIL. The use of CP&F is a mandatory requirement for this Contract, the Authority must be assured that you have the technical ability to trade electronically and connect to the CP&F system. If this assurance is not provided you will be deemed unsuccessful. Further information on CP&F can be found at: https://www.gov.uk/government/publications/modcontracting-purchasing-and-finance-e-procurement-system/contracting-purchasing-and-financecpf-tool	
	Question	Description	Question Type
1.11.2	DPQQ_5.3.1	Do you possess the technical equipment and know-how to conduct electronic trading with the Authority by being already connected to the CP&F system?	Yes/No Value
1.11.3	DPQQ_5.3.2	If you answered "No" to the above question, please confirm that you possess the technical ability to take all necessary measures to connect to the CP&F system if the Authority decides to award the Contract to you?	Yes/No Value

Profile Question Section: 1.12 Mandatory Selection Criterion for the Government's Cyber Essentials Scheme

	Question	Description	
1.12.1	Note	If you select Yes for one of the following Cyber Security questions, and the others are therefore Not Applicable, then please select No from the drop down.	
	Question	Description	Question Type
1.12.2	DPQQ_5.4.1	Your organisation currently has a current and valid Cyber Essentials certificate, which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the last 12 months. Further information on the Cyber Essentials Scheme can be found at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview	Yes/No Value
1.12.3	DPQQ_5.4.2	Your organisation does not currently have a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies BUT you are working towards gaining it, and will be in a position to confirm that you have been awarded a current and valid Cyber Essentials certificate by one of the government approved accreditation bodies by the Commencement Date of the Contract.	Yes/No Value
1.12.4	DPQQ_5.4.3	Your organisation does not have a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies, but you can demonstrate (or will be able to demonstrate by the Commencement Date of the Contract) that your organisation meets the technical requirements prescribed by the Cyber Essentials Scheme .provide evidence of verification by a technically competent and independent third party (which has taken place within the last 12 months) that your organisation demonstrates current compliance with Cyber Essentials technical requirements.	Yes/No Value
1.12.5	DPQQ_5.4.4	Please confirm you are working with your proposed supply chain to ensure where appropriate that they either have a Cyber Essentials certificate, are working towards obtaining one or that they can demonstrate and provide evidence that they have the technical	Yes/No Value

		requirements prescribed by the Cyber Essentials Scheme as detailed in the link above, and that you will have this in place by the Commencement Date of each of your supplier Contracts.	
	Question	Description	
1.12.6	Note	The Authority may, at its discretion, consider your comments when determining whether it will pass your answers. Note: You are not obliged to provide any comments; the option to provide them is to allow you to rationale for your answers where you feel it necessary to do so.	pass or fail offer the
	Question	Description	Question Type
1.12.7	DPQQ_5.4.5	if you have any comments you wish to offer in support of your answers, for example if you want to explain why not every member of your supply chain holds the appropriate level of certification, you can provide them here.	Text

Technical Questionnaire

General Attachments
Not Allowed
Technical Envelope
2.1 PART 2: FORM F: Project Questions (Questions: 15)
2.2 Confirmation (Questions: 2)
2.3 Form Completed By (Questions: 2)

Technical Score Weight = 100%

Question Section: 2.1 PART 2: FORM F: Project Questions - Section Weight = 100%

	Question	Description	Question Type	Question Weight
2.1.1	Previous Experience	The Potential Provider shall provide details of (up to five) similarly scoped projects (upkeep management services) that it has successfully undertaken and delivered in the last five years. Your answer shall give details of the size and approximate value of the project, timescales, contact details of end customer as well as a brief outline of the vessels involved (i.e. size, certification standards, Can payload, duty etc). This is to be supported by evidence or declaration that these projects were satisfactorily delivered in terms of performance, schedule & cost in accordance with the relevant contract, including specific evidence of the input that the Upkeep Management Service Provider has had into the successful completion of the project.	Attachment	30%
2.1.2	Key Personnel - Curriculum Vitae (CV)	The Potential Provider shall provide a minimum of five and maximum of ten CVs of key personnel who have been employed (including sub-contractors) as Overseers, including evidence of all relevant skills and qualifications held, and details of any experience they have had of working to those projects identified in question 2.1.1. These CVs should be supported by	Attachment	25%

		an example of the management structure used on a relevant, similar project.		
2.1.3	Communicating with Customers	The Potential Provider shall provide details and examples that demonstrate relevant experience of communicating with Customers and contractors, ensuring their satisfaction when managing the projects referenced in 2.1.1 Your answer should include how the Potential Provider managed the day-to-day running of the project to ensure the Customer's requirements were fully met.	Attachment	20%
2.1.4	Management of the Supply Chain	The Potential Provider shall provide evidence of its successful management and incentivisation of its supply chain, including subcontractors.	Attachment	5%
2.1.5	Supply Chain Cost Efficiency	Please detail the mechanisms in place to maximise cost efficiency through the use of employees and/or sub-contractors local to the projects identified in 2.1.1.	Attachment	5%
2.1.6	Quality Management Systems – Current Accreditation and Quality Assurance	Please provide details including copies of your current certification (ISO 9001:2015 or its equivalent) for any Quality Management Systems (QMS) operated by the Company, both internally and externally, including through the supply chain. Where no quality certification is held, please detail the steps the Company is taking to obtain a recognised quality certification prior to contract award. Please advise how your current Certified Scope of Supply fully meets the requirements of this proposed contract and provide details and evidence of how the QMS has been applied to those projects identified in 2.1.1.	Attachment	5%
2.1.7	Quality Management Procedures	Please detail the procedures in place at the Company for identifying and recording non-compliant work (in terms of quality) and for subsequently implementing corrective and preventive actions. detail by what method you would gauge implemented preventive measures. Please provide detail and evidence of how these procedures have been applied to similar projects identified in 2.1.1.	Attachment	2%
2.1.8	Quality Assurance Conditions	Please advise how sub-contractors are notified of prime contract Quality Assurance conditions and provide details of the method by which they are 'flowed down' in sub-contract orders. Detail how you ensure that your sub-suppliers are approved and how compliance with prime contract requirements is met. Please provide detail and evidence of how these procedures have been applied to similar projects identified in 2.1.1.	Attachment	3%
2.1.9	Customer Procedures	Please detail the procedures in place to inform the customer, in the event of any issues arising regarding the provision of products/service. Detail how you would deal with customer complaints and how customer satisfaction will be managed. Please provide detail and evidence of how these procedures	Attachment	3%

		have been applied to similar projects identified in 2.1.1.		
2.1.10	Counterfeit Material	Please advise the policy in place for the avoidance of counterfeit materiel. Please detail processes and procedures that are in place and provide detail and evidence of how these procedures have been applied.	Attachment	2%
	Question	Description		
2.1.11	If you intend to use a supply chain for this contract, you must demonstrate you have effective systems in place to ensure a reliable supply chain. This criterion is focused on exploring your payment systems.	<p>If your response is that you do not intend to use a supply chain for t not required to complete the rest of this section.</p> <p>*References to supply chain means suppliers or sub-contractors of any works, supply any products or provide any services that are use substantially for the purpose of performing (or contributing to the p whole or any part of the contract.</p> <p>*References to invoices includes all situations where payments are d payments involve an invoice.</p> <p>*References to reporting period means what constitutes a reporting Department for Business, Energy and Industrial Strategy Document. His contract, you are any tier that execute d wholly or performance of) the use, as not all period in the</p>		
	Question	Description	Question Type	Question Weight
2.1.12	Prompt Payment-Supply Chain	Please confirm if you intend to use a supply chain for this contract. If you answer "No" you do not need to complete questions 2.1.13 - 2.1.16	Yes/No Value	0%
2.1.13	Prompt Payment - Supply Chain Systems	Please confirm that you have systems in place to pay those in your supply chain promptly and effectively (i.e. within your agreed contractual terms). Please provide a copy of your standard payment terms for all of your supply chain contracts to demonstrate this.	Attachment	0%
2.1.14	Prompt Payment - Supply Chain Procedures	Please confirm you have procedures for resolving disputed invoices with those in your supply chain promptly and effectively and provide a copy of these procedures. Please provide details of any payments of interest on your late payments, paid in the past twelve months or which became due during the past twelve months and remain payable (contractually or under late payment legislation) and, if any such payment has been made (or arose), an explanation as to why this occurred and an outline of what remedial steps have been taken to ensure this does not occur again.	Attachment	0%
2.1.15	Prompt Payment - Public Sector Contracts	Please confirm that for public sector contracts awarded under the Defence and Security Public Contract Regulations 2011 you have systems in place to include (as a minimum) 30-day payment terms in all of your supply chain contracts and that such terms are passed down through your supply chain. Please provide a copy of your standard payment terms used with sub-contractors on public sector contracts subject to the Defence and Security Public Contract Regulations 2011.	Attachment	0%

2.1.16	Prompt Payment - Supply Chain Invoices	<p>(a) Please provide the percentage of invoices paid by you to those in your immediate supply chain on all contracts for each of the two previous six-month reporting periods. This should include the percentage of invoices paid within each of the following categories: i) within 30 days; ii) in 31 to 60 days; iii) in 61 days or more and iv) due but not paid by the last date for payment under agreed contractual terms.</p> <p>It is acceptable to cross reference information that has previously been submitted to Government or other bodies or is publicly available (provided it covers the required reporting periods), including data published in accordance with the Reporting on Payment Practices and Performance Regulations 2017. If you do wish to cross reference, please provide details and / or insert link(s).</p> <p>(b) If you are unable to demonstrate that all invoices have been paid within the agreed contractual terms, please explain why. Note: if you are required to submit an action plan under question 2.1.16 (c), this action plan must also set out steps to address your payment within agreed terms, to achieve a pass for question 2.1.16</p> <p>(c). (c) If you are unable to demonstrate that more than or equal to 95% of invoices payable to your supply chain on all contracts have been paid within 60 days of the receipt of the invoice, in at least one of the last two six months reporting periods, please provide an action plan for improvement which must include as a minimum: 1. identification of the primary causes of failure to pay: (a) 95% of all supply chain invoices within 60 days; and (b) if relevant under question 2.1.16 (b), all invoices within agreed terms; 2. actions to address each of these causes; a mechanism for and commitment to regular reporting on progress to the bidder's audit committee (or equivalent); 3. a plan signed off by your Director; and a plan published on your website (this can be a shorter, summary plan).</p>	Attachment	0%
	Question	Description		
2.1.17	2.1.17 i) Notes for Invoices at 2.1.16	If you have an existing action plan prepared for a different purpose, it is acceptable to attach this but it must contain the above features.		

Question Section: 2.2 Confirmation - Section Weight = 0%

	Question	Description
2.2.1	Declaration	I declare that to the best of my knowledge the answers submitted in response to this PQQ, comprising the sections checked below, are correct. I understand that the information will be used in the procurement process to assess my organisation's suitability to be invited to tender for the Authority's requirement. I understand that the Authority may not invite my organisation to tender if there is a failure to answer all

		relevant questions fully or if the response to the PQQ includes materially false or misleading information.		
	Question	Description	Question Type	Question Weight
2.2.2	DPQQ_8.1.1	Part 1- Qualification Envelope	Multi Choice Option List	0%
2.2.3	DPQQ_8.1.2	Part 2 - Technical Envelope	Multi Choice Option List	0%

Question Section: 2.3 Form Completed By - Section Weight = 0%

	Question	Description	Question Type	Question Weight
2.3.1	DPQQ_8.2.1	Name	Text	0%
2.3.2	DPQQ_8.2.2	Date	Text	0%

Defence Equipment & Support

**PRE- QUALIFICATION QUESTIONNAIRE FOR
701549432**

**BOATS/0007 MARITIME OVERSEER SUPPORT (MOS) FOR
BOATS AND ROYAL FLEET AUXILIARY (RFA)**

GUIDANCE INSTRUCTIONS

Issue: 1.0

Equipping and Supporting our Armed Forces

Contracting Authority:

Boats Team
Defence Equipment and Support
Ash 2a #3203
MoD Abbey Wood (South)
Bristol
BS34 8JH

Contact: [REDACTED]**Email:** [REDACTED]@mod.gov.uk**Requirement: 701549432 - BOATS/0007 Maritime Overseer Support (MOS) for Boats and Royal Fleet Auxiliary (RFA)****Issue date:** 27th April 2021**Return date:** 28th May 2021 @ 12:00pm**Note that DPQQs received after the return date will not be considered.**

Version No	Changes
1.0 dated 27/04/2021	

1. Introduction

- a) The Authority issues this Dynamic Pre-Qualification Questionnaire ("DPQQ") for Maritime Overseers Support for Boats and Royal Fleet Auxiliary, which we will conduct in accordance with the Restricted Procedure under the Defence and Security Public Contract Regulations 2011 (DSPCR).
- b) The Authority requires the information sought in this DPQQ from each Potential Provider that wishes to proceed further in this procurement. Only Potential Providers who are successful at this stage will be invited to proceed to the next stage of the procedure.

2. Notes for completion by Potential Provider

- a) The following definitions are used in this document:

"We" or "Authority" means the United Kingdom Secretary of State of Defence

"You" or "Your" or the "Potential Provider" means the business or company which is completing this DPQQ.

- b) Please ensure that you complete the questionnaire as requested. Failure to do so may result in your application to participate in the procurement procedure being disqualified. If the question does not apply to you please write N/A and add a supporting justification to explain your assessment of "Non-Applicability", if you do not know the answer please write N/K. Where you cannot complete a question, the Authority reserves the right to request further clarification or supplementary information.
- c) All questions should be answered without reference to general marketing or promotional material.
- d) Please answer every question in English and in **Arial Font 11**. If any of the required information is not in English, you must supply a copy of the original document and an English translation of that information. Documents translated into English from another language will take precedent over any original documents supplied as part of a DPQQ response in a different language.
- e) Where financial information is quoted in figures other than pounds sterling, the sum should be stated in both the original currency and pounds sterling. You should use exchange rates quoted (by national central banks, international institutions or commercial banks operating in the foreign exchange market) on the day this DPQQ was issued for all currency conversions, and you must state the exchange rate used in your response.
- f) You must inform the Authority of any material changes to the information provided as soon as you become aware of the change.
- g) When evaluating the DPQQ, the Authority will evaluate each question on the basis that the Authority has no previous knowledge of that Potential Provider. Please do not make any assumptions about the level of knowledge or awareness that the Authority's evaluation team (across all grades and disciplines) have about any Potential Provider's capability or competence. For example, assessment of certain questions may be undertaken by the Authority's personnel outside of the Ships operating domain. Therefore, it is imperative that full detailed responses are provided against each question in the DPQQ.
- h) Potential Providers will only be marked against the text contained within the text field, except where an Attachment has been specified. The Authority will NOT accept or mark any documents submitted by email.

3. Return of this DPQQ(s)

- a) Please submit the DPQQ on the Defence Sourcing Portal and do not submit a hard copy. no later than **28th May 2021 at 12:00pm.**
- b) If you have any difficulties submitting the completed DPQQ please contact [REDACTED] at least 48 hours prior to the return date. Email: [REDACTED]@mod.gov.uk

4. Selection of Potential Providers

- a) During the DPQQ stage, the intention is to arrive at a list of a maximum of **six** Potential Provider for formal invitation to tender against the requirement as advertised in the Defence Sourcing Portal (DSP) and Find a Tender website.
- b) The criteria applied for the selection of Potential Providers are:
 - (1) the mandatory and discretionary grounds for exclusion relating to the personal situation of the Potential Provider (see Part 1 Forms B and C of DPQQ);
 - (2) any other minimum levels of economic or financial standings specified in this DPQQ that the Authority requires ((which must be related and proportionate to the subject matter of the contract) see Part 1 Form D of DPQQ); and
 - (3) any scoring methodology (e.g. scoring grade, weightings and Pass/Fail) used to evaluate the submitted DPQQs (see Part 2 Form F of DPQQ and is illustrated in Annex A1 and Annex A2 and Annex B to this guidance.)
- c) At the end of the evaluation process, the Authority will wish to invite up to **six** Potential Providers who have scored equal to or more than 60% to take into the next phase of the procurement process. The Authority reserves the right to amend this evaluation process at any time.

5. Evaluation of Potential Providers

- a) All questions marked with a red asterix (*) will need to be answered in order for the DPQQ to be submitted.
- b) Potential Providers are to note that where a PASS / FAIL question allows the Authority the discretion to PASS / FAIL, then the Authority will exercise its discretion in determining the exclusion or inclusion of a Potential Provider.
- c) For those Potential Providers who are successful in the Qualification Envelope evaluation (i.e. they record no "Fail" against any question or record a "Fail" when the Authority exercises its discretion in determining the exclusion or inclusion of a Potential Provider); their capability under their Technical Envelope will be evaluated:
 - 1) Using the score grading (this is illustrated at Annex A2 to this guidance) against a number of weighted questions (this is illustrated at Annex B to this guidance). These questions have been weighted to reflect the importance of the question; and
 - 2) Using a number of PASS/FAIL questions with criteria for PASS / FAIL (this is illustrated at Annex A1 to this guidance)
- d) Potential Providers will only be marked against the text contained within the text field, except where an attachment has been specified. Where an attachment is specified, this is to be limited to a maximum of 4000 characters except for Questions:

- **2.1.2 – Key Personnel – Curriculum Vitae and Question**
- **2.1.6 - Quality Management Systems – Current Accreditation and Quality Assurance**

Characters over this 4000 limit will not be evaluated. The Authority will NOT accept or mark any documents submitted by email.

e) The DPQQ will be evaluated under two envelopes:

- 1) Qualification Envelope; and
- 2) Technical Envelope

6. Qualification Envelope

- a) The Qualification Envelope are all PASS / FAIL questions, each of which must be passed by the Potential Provider in order to progress to the Technical Envelope evaluation (except where the Authority has discretion not to fail the Potential Provider). Further details are set out in the IMPORTANT NOTICE field for each relevant section and / or question to the Qualification Envelope:
- b) For the purposes of evaluating the financial standing of responses, the Authority shall use the following criteria, which will be taken into account as part of the overall score.

PASS	A low or medium financial risk assessment as evaluated by the Authority.
FAIL	A high unacceptable level of financial risk as evaluated by the Authority.

7. Technical Envelope

- a) The Authority will multiply the marks for the questions by the weighting factor assigned to each question. The Authority will then add the individual weighted scores for all questions to give a total weighted score for the Potential Provider.
- b) The Authority will mark the Potential Provider's response 0 to 100 for each question that is weighted, based on its assessment of the evidence provided by the Potential Provider; further details of the scoring and weighting system will be included within the DPQQ (this is illustrated at Annex A of this document).

8. Right to Reject and / or Disqualify

- a) In addition to the rights set out above, the Authority reserves the right to reject or disqualify a Potential Provider where:
 - (1) the DPQQ response is submitted late, is completed incorrectly, is incomplete or fails to meet the Authority's submission requirements in the DPQQ or as otherwise notified to Potential Providers prior to the deadline for submission of DPQQ responses;
 - (2) the Potential Provider would be excluded under Regulation 23 of the DSPCR 2011 at any stage during the pre-qualification and evaluation process;
 - (3) the Potential Provider is guilty of serious misrepresentation in relation to its application and/or the process;

- (4) following pre-qualification of a Potential Provider for the next stage of the procurement there is a change in identity, control, financial standing or other factor affecting the Potential Provider unless approved by the Authority;
- (5) if the Authority becomes aware that information provided by the Potential Provider in response to the DPQQ is intentionally or unintentionally false, misleading or incorrect.

9. Right to Revisit DPQQ Evaluation

- a) The Authority reserves the right to revisit, and if necessary amend the result of, the evaluation if after completion of the evaluation:
 - (1) New information emerges which gives the Authority reason to doubt the original pre-qualification; or
 - (2) In relation to a bid by a consortium, a member of the consortium changes (where approved by the Authority).
 - (3) The Authority also reserves the right at a later stage of this process to ask for evidence as to the claims made by and information provided by the Potential Provider pursuant to the DPQQ.

10. Verification of Information Provided

- a) The higher the value and technical complexity of the procurement, the higher the level of verification that is likely to be required. Not all questions require supporting documents at this stage (for example certificates or statements).
- b) You may also be asked to clarify your answers or provide more details about certain issues.
- c) Any serious misrepresentation in providing the information requested or failure to provide any of the information requested in the DPQQ or in response to a request for clarification by the Authority may result in the Potential Provider's exclusion from the competition on discretionary grounds under Regulation 23(4)(i) of the DSPCR.
- d) The Authority may seek independent financial and market advice to validate information declared by you or to assist in the evaluation. Reference site visits, demonstrations, or presentations are unlikely to be requested at this stage but the Authority reserves the right to request these as a part of the DPQQ process.

11. Clarification Process

- a) All questions requesting clarification will need to be submitted via the DSP Sourcing Portal messaging function. Only questions relating to the DPQQ response requirements shall be responded to.
- b) The cut-off date for clarification questions is 14th May @ 12:00pm. The Authority reserves the right not to respond to queries submitted after this date. All responses received and any communication from you will be treated in confidence. However, where the Authority considers any question or request for clarification to be of material significance to the procurement process, it may communicate both the query and the response, without identifying the originator, to all Potential Providers who are participating in the process.
- c) If you do not wish for a query or response to be disclosed to other Potential Providers, you must tell the Authority this and the reason why when raising the query. The Authority will consider the request and may choose to discuss with you whether it is appropriate to disclose the query or the response, or both, to other Potential Providers. In cases where the

Authority would disclose the question and the answer to other Potential Providers you will be entitled to withdraw the question.

12. Costs and Expenses

- a) Potential Providers are responsible for their costs and expenses incurred in connection with the preparation and submission of the DPQQ and all future stages of the selection and tender evaluation process. The Authority, or any of its advisers, does not accept any liability in respect of this DPQQ or any supporting documentation or liability for any costs or expenses borne by the Potential Provider or any of their Sub-Contractors or advisers in this process.

13. Right to Cancel or Vary the Process

- a) The Authority reserves the right to:
 - (1) Cancel the pre-qualification process and evaluation process at any stage;
 - (2) Amend the terms and conditions of the procurement process; and
 - (3) Not to award a contract, as a result of the procurement process;

Should the Authority take any of the above actions, it shall not be liable for any costs the Potential Provider may have incurred.

14. DPQQ Documents

- a) This Guidance, Instructions and Notices, the DPQQ and any related documents (referred to as the "DPQQ Documents") have been prepared by the Authority for the purpose of providing an application procedure for individuals or organisations interested in tendering for Maritime Overseers Support for Boats and Royal Fleet Auxiliary and to assist Potential Providers in making their own evaluation of the potential opportunity.
- b) Whilst prepared in good faith, the DPQQ Documents are intended only as a preliminary background explanation of the Authority's activities and plans and are not intended to form the basis of any decision on whether to enter into any contractual relationship with the Authority. The DPQQ Documents do not purport to be all-inclusive or to contain all of the information that a Potential Provider may require in the performance of a contract.
- c) Any persons considering making a decision to enter into contractual relationships with the Authority following receipt of the DPQQ Documents should make their own investigations and their own independent assessment of the Authority and their requirements regarding the Maritime Overseers Support for Boats and Royal Fleet Auxiliary should seek their own professional financial and legal advice.
- d) None of the Authority, its advisors, or the directors, officers, members, partners, military or civilian personnel, employees, other staff, agents or advisers of any such body or person:
 - (1) makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the DPQQ Documents;
 - (2) accepts any responsibility for the information contained in the DPQQ Documents or for its accuracy or completeness; or

- (3) shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- e) Only the express terms of any written contract relating to the subject of the DPQQ Documents as and when it is executed shall have any contractual effect in connection with the matters to which it relates. That contract will be governed by English or Scottish law, as specified in the contract.
- f) Nothing in the DPQQ Documents is, or should be, relied upon as a promise or a representation as to the Authority's ultimate decisions in relation to the supply of Boats/RFA Overseers Support Project. The publication of the DPQQ Documents in no way commits the Authority to award any contract or pursue any tender process for Maritime Overseers Support for Boats and Royal Fleet Auxiliary .

15. Data Protection

- a) The Authority will process personal data provided in any DPQQ response, only for evaluation for the selection of Potential Providers under this procurement process for the stated requirement. The Authority will comply with its obligations as a data controller under the Data Protection Act 2020 for this procurement process.

16. Confidentiality and Freedom of Information

- a) The information in the DPQQ Documents is made available on condition that it is treated as confidential by the Potential Provider and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling a submission to be made (for example, disclosure by a Potential Provider to its insurers or potential suppliers who are directly involved in the bid is permitted provided they have each given an undertaking at the time of receipt of the relevant information (and for the benefit of the Authority) to keep such information confidential).
- b) The Authority is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, the subordinate Legislation made under those Act / Regulations and any guidance and / or codes of practice issued (from time to time) in relation to such Legislation. Potential Providers are required to (where known at the time):
 - (1) specify (with reasons) the DPQQ responses which they regard as falling within any of the exemptions from disclosure specified under the Act / Regulations including (without limitation) information provided in confidence; and
 - (2) state which provisions of the Act/Regulations apply to the DPQQ responses identified under 16.b.(1) above.
- c) The Authority shall be responsible for determining, at its absolute discretion and subject to its legal obligations, whether any of the exemptions from disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including those claimed by the Potential Provider, should apply. Nothing in this provision will affect the Potential Provider's rights at law.

17. Conflicts of Interest

- a) The Authority is required by Regulation 5(2) (Economic Operators) of the DSPCR to ensure that all Potential Providers are treated equally and in a non-discriminatory way during the procurement process. The Authority therefore needs to eliminate or mitigate conflicts of interest so as to ensure a fair and non-discriminatory procurement process.

- b) Potential Providers should note that, subject to the terms of this DPQQ, the Authority reserves the right to disqualify a Potential Provider where there is an actual or potential conflict of interest which cannot be properly managed, including in relation to any other party identified in response to this DPQQ. Such identified parties may include an associated company or member of any consortium or proposed Sub-contractors.
- c) Potential Providers are required to review carefully the prior or current involvement of the Potential Provider or any other identified party before submission of the completed DPQQ.
- d) Potential Providers must report to the Authority whether or not they have identified from this review any actual or potential conflicts of interest arising from the Potential Provider or any other identified party's participation in the procurement.
- e) If the Authority considers there is a conflict of interest, it is a condition precedent for participation in the procurement that the Potential Provider to demonstrate to the absolute satisfaction of the Authority that the Potential Provider or the other identified party has or will put in place measures to eliminate any unfair advantage it may have and ensure that its participation will not distort the competition.
- f) The measures mentioned at paragraph e) above are likely to include physical separation, protection of information, control of personnel and managerial and administrative separation, as appropriate.
- g) If the Potential Provider puts in place measures to mitigate any risk from a conflict of interest, the Authority may make such measures contractually binding commitments on the part of a Potential Provider or the other identified party.
- h) Any Potential Provider should take this condition into account when deciding whether to participate in this procurement.

18. Consortia Arrangements

- a) If the Potential Provider has requested to participate in this procurement and stated its intention to bid as a consortium, the following information must be provided:
 - (1) full details of the consortium; and
 - (2) the information sought in this DPQQ, for each of the consortium's constituent members, gathered together in a single response.
- b) Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium to be answered in Section 1.12.7 – Question DPQQ_5.4.5 in the Qualification Envelope. If a consortium is not proposing to form a corporate entity, full details of the consortium arrangements should also be provided. However, please note the Authority reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 28 of the DSPCR.
- c) At any stage in the procurement process, Potential Providers must, as soon as possible, notify the Authority in writing of any material change in relation to the proposed consortium arrangement (including any change of roles or responsibilities and the addition or removal of consortium members). The Authority reserves the right to require the responses to the DPQQ to be updated to reflect the revised arrangement so that it can make a further assessment by applying the selection criteria to the new information provided, which may affect the suitability of the Potential Provider to proceed with the procurement process.

19. Anti-Competitive Behaviour

- a) The Authority is required by Regulation 5(2) (Economic Operators) of the DSPCR to ensure that all Potential Providers are treated equally and in a non-discriminatory way during the procurement process. The Authority therefore needs to prohibit anti-competitive behaviour so as to ensure a fair and non-discriminatory procurement process.
- b) You are required to report any final convictions or settlements with regard to anti-competitive behaviour (and if so, any measures that you have taken to prevent such behaviour happening again) in your response to the appropriate question(s) in Part 1 Forms B and C (which depends on the nature of the conviction or settlement).
- c) If the Authority suspects anti-competitive behaviour, the Authority will require evidence from you that your arrangements are not anti-competitive. Any evidence of any anti-competitive behaviour in relation to this procurement could result in you being disqualified from the procurement process.

Scoring Grade for PASS/FAIL Questions under Technical Envelope

For the purposes of this DPQQ, the "Response Instruction" defines the type and quality of evidence necessary to allow the Authority's evaluators to award a score for that question. Both "Questions" and "Response Instructions" must be read and addressed to ensure an appropriate level of evidence is submitted.

The scoring scheme to be used for the evaluation of response received for **Question 2.1.13 Prompt Payment – Supply Chain Systems** is as follows:

Mark	Evaluation of Evidence Presented
PASS	the Potential Provider confirms they have systems in place to pay their supply chain promptly and effectively. Verified by provision of their standard payment terms.
FAIL	the Potential Provider does not confirm they have systems in place to pay their supply chain promptly and effectively. Suitable verification not provided.

The scoring scheme to be used for the evaluation of response received for **Question 2.1.14 Prompt Payment – Supply Chain Procedures** is as follows:

Mark	Evaluation of Evidence Presented
PASS	the Potential Provider has procedures for resolving disputed supply chain invoices promptly and effectively, which is verified by provision of their procedures. Where applicable the supplier has provided details of any payments of interest for late payments paid in the past twelve months or which became due during the past twelve months and remain payable (contractually or under late payment legislation) and, if any such payment has been made (or arose), an explanation as to why this occurred and an outline of what remedial steps have been taken to ensure this does not occur again is provided.
FAIL	the Potential Provider does not have procedures for resolving disputed supply chain invoices promptly and effectively. Suitable verification has not been provided. Where interest for late interest has been paid or will become due, the supplier has not provided evidence of remedial steps to prevent reoccurrence.

The scoring scheme to be used for the evaluation of response received for **Question 2.1.15 Prompt Payment - Public Sector Contracts** is as follows:

Mark	Evaluation of Evidence Presented
PASS	the Potential Provider confirms that for public sector contracts awarded under the Defence and Security Public Contract Regulations 2011 they have systems in place to include (as a minimum) 30-day payment terms in all their supply chain contracts and they require that such terms are passed down through their supply chain. The supplier has provided a copy of their standard payment terms used with sub-contractors on public sector contracts subject to the Defence and Security Public Contract Regulations 2011 .

FAIL	the supplier does not confirm they have for public sector contracts awarded under the Defence and Security Public Contract Regulations 2011 the systems in place to include (as a minimum) 30-day payment terms in all their supply chain contracts and consequently require that such terms are not passed down through their supply chain. The supplier has not provided a copy of their standard payment terms used with sub-contractors on public sector contracts subject to the Defence and Security Public Contract Regulations 2011 .
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The scoring scheme to be used for the evaluation of response received for **Question 2.1.16 Prompt Payment – Supply Chain Invoices** is as follows:

Mark	Evaluation of Evidence Presented
PASS	<ul style="list-style-type: none"> the Potential Provider has paid more than or equal to 95% of all supply chain invoices within 60 days in at least one of the previous two six-month reporting periods. The Potential Provider as paid more than or equal to 95% of all supply chain invoices within 60 days in at least one of the two previous six-month reporting periods after removing intercompany payments. the Potential Provider has paid more than or equal to 75% but less than 95% of all supply chain invoices in 60 days in at least one of the two previous six-month reporting periods after removing intercompany payments (if relevant) but has provided an action plan for improvement, which includes (as a minimum) the requirements listed in question 2.1.16 (b).
FAIL	<ul style="list-style-type: none"> the supplier has paid more than or equal to 75% but less than 95% of all supply chain invoices in 60 days in at least one of the two previous six-month reporting periods after removing intercompany payments (if relevant) but has not provided an action plan for improvement, to include (as a minimum) the requirements listed in question 2.1.16 (b). the supplier has not paid more than or equal to 75% of all supply chain invoices in 60 days in at least one of the two previous six-month reporting periods after removing intercompany payments (if relevant).

If a Potential Provider is assessed as scoring a FAIL for any Project Question in Part 2 then they will not be considered for Down Selection.

Scoring Grade for Weighted Questions:

For the purposes of this DPQQ, the “Response Instruction” defines the type and quality of evidence necessary to allow the Authority’s evaluators to award a score for that question. Both “Questions” and “Response Instructions” must be read and addressed to ensure an appropriate level of evidence is submitted.

The scoring scheme to be used for the evaluation of response received for the Maritime Overseer Support for Boats and Royal Fleet Auxiliary is as follows:

Scoring Grade	Evaluation of Evidence Presented
100	The evidence provided contains a comprehensive level of detail and information that is relevant to the requirement, and therefore instils a very high confidence in the Potential Provider’s capability. It is assessed that there is minimal risk associated with the ability of the Potential Provider to deliver the capability requested.
80	The evidence provided contains a significant level of detail and information that is relevant to the requirement, and therefore instils a high level of confidence with the Potential Provider’s capability. It is assessed that there is acceptable risk associated with the ability of the Potential Provider to deliver the capability requested.
60	The evidence provided contains an appropriate level of detail and information that is relevant to the requirement, or a comprehensive level of detail and information that is not relevant to the requirement. Therefore, this instils an adequate satisfactory level of confidence with the Potential Provider’s capability. It is assessed that there is moderate risk associated with the ability of the Potential Provider to deliver the capability requested.
40	The evidence provided contains an insufficient level of detail and information that is relevant to the requirement, or an appropriate level of detail and information that is not relevant to the requirement. Therefore, this instils a low level of confidence with the Potential Provider’s capability. It is assessed that there is significant risk associated with the ability of the Potential Provider to deliver the capability requested.
20	The evidence provided contains an inadequate level of detail and information that instils a very low level of confidence with the Potential Provider’s capability. It is assessed that there is Substantial risk associated with the ability of the Potential Provider to deliver the capability requested.
0	The question is not answered , no evidence is provided, which instils no confidence with the Potential Provider’s capability. It is assessed that there is unacceptable risk associated with the ability of the Potential Provider to deliver the capability requested.

If a Potential Provider is assessed as scoring 0 (zero) for any Question under the Technical Envelope then they will not be considered for Down Selection.

DPQQ Technical Envelope Questions, Weighting and Response Instructions

2.1 PART 2: FORM F: Project Questions

Question	Weighting	Response Type	Response Instructions
2.1.1 - Previous Experience The Potential Provider shall provide details of (up to five) similarly scoped projects (upkeep management services) that it has successfully undertaken and delivered in the last five years. Your answer shall give details of the size and approximate value of the project, timescales, contact details of end customer as well as a brief outline of the vessels involved (i.e. size, certification standards, Can payload, duty etc). This is to be supported by evidence or declaration that these projects were satisfactorily delivered in terms of performance, schedule & cost in accordance with the relevant contract, including specific evidence of the input that the Upkeep Management Service Provider has had into the successful completion of the project	30%	Attachment but limited to 4000 characters	Your answer shall give details of the size and approximate value of the project and specific evidence of the input that the Upkeep Management Service Provider has had into the successful completion of the project. Alternatively, that any quality issues / delays / cost overruns that did occur were minimised and mitigated as a result of the presence of an Overseer.
2.1.2 - Key Personnel - Curriculum Vitae (CV) The Potential Provider shall provide a minimum of five and maximum of ten CVs of key personnel who have been employed (including sub-contractors) as Overseers, including evidence of all relevant skills and qualifications held, and details of any experience they have had of working to those projects identified in question 2.1.1. These CVs should be supported by an example of the management structure used on a relevant, similar project.	25%	Attachment but limited to two sides of A4 per CV	In an appropriate response, the Potential Provider will provide evidence through CVs of a minimum of 5 personnel, detailing skills and qualifications relevant to the requirement.
2.1.3 - Communicating with Customers The Potential Provider shall provide details and examples that demonstrate relevant experience of communicating with Customers and contractors, ensuring their satisfaction when managing the projects referenced in 2.1.1 Your answer should include how the	20%	Attachment but limited to 4000 characters	In an appropriate response, the Potential Provider will provide details of instances whereby customer satisfaction and the project requirement was met through effective communication and customer relationship processes.

Question	Weighting	Response Type	Response Instructions
Potential Provider managed the day-to-day running of the project to ensure the Customer's requirements were fully met.			
2.1.4 - Management of the Supply Chain The Potential Provider shall provide evidence of its successful management and incentivisation of its supply chain, including sub-contractors.	5%	Attachment but limited to 4000 characters	Your answer shall include details of the internal tools and processes you have used to successfully manage the risks in relation to the projects identified in 2.1.1.
2.1.5 - Supply Chain Cost Efficiency Please detail the mechanisms in place to maximise cost efficiency through the use of employees and/or sub-contractors local to the projects identified in 2.1.1.	5%	Attachment but limited to 4000 characters	Your answer shall include details of the internal tools and processes you have used to successfully manage the risks in relation to the projects identified in 2.1.1.
2.1.6 - Quality Management Systems – Current Accreditation and Quality Assurance Please provide details including copies of your current certification (ISO 9001:2015 or its equivalent) for any Quality Management Systems (QMS) operated by the Company, both internally and externally, including through the supply chain. Where no quality certification is held, please detail the steps the Company is taking to obtain a recognised quality certification prior to contract award. Please advise how your current Certified Scope of Supply fully meets the requirements of this proposed contract and provide details and evidence of how the QMS has been applied to those projects identified in 2.1.1.	5%	Attachment but limited to 4000 characters	In an appropriate response, the Potential Provider will submit a copy of their ISO certification, appropriately scoped for this type of contract (e.g. maritime overseer support) and its application to those projects identified in 2.1.1. Where no certification exists, the Potential Provider shall detail the steps they would take (via upload but limited to 4,000 characters) to obtain the recognised ISO 9001 certification prior to contract award, expected September 2021.
2.1.7 - Quality Management Procedures Please detail the procedures in place at the Company for identifying and recording non-compliant work (in terms of quality) and for subsequently implementing corrective and preventive actions. detail by what method you would gauge implemented preventive measures.	2%	Attachment but limited to 4000 characters	Your answer shall include details of the processes and procedures currently in place and how they have been effectively applied to similar projects.

Question	Weighting	Response Type	Response Instructions
Please provide detail and evidence of how these procedures have been applied to similar projects.			
2.1.8 - Quality Assurance Conditions Please detail the procedures in place at the Company for identifying and recording non-compliant work (in terms of quality) and for subsequently implementing corrective and preventive actions. detail by what method you would gauge implemented preventive measures. Please provide detail and evidence of how these procedures have been applied to similar projects.	3%	Attachment but limited to 4000 characters	Your answer shall include details of the processes and procedures currently in place and how they have been effectively applied to similar projects.
2.1.9 - Customer Procedures Please detail the procedures in place to inform the customer, in the event of any issues arising regarding the provision of products/service. Detail how you would deal with customer complaints and how customer satisfaction will be managed. Please provide detail and evidence of how these procedures have been applied to similar projects.	3%	Attachment but limited to 4000 characters	Your answer shall include details of the processes and procedures currently in place and how they have been effectively applied to similar projects.
2.1.10 - Counterfeit Material Please advise the policy in place for the avoidance of counterfeit material. Please detail processes and procedures that are in place and provide detail and evidence of how these procedures have been applied.	2%	Attachment but limited to 4000 characters	Your answer shall include details of the processes and procedures currently in place and how they have been effectively applied.
2.1.12 - Prompt Payment - Supply Chain Please confirm that you have systems in place to pay those in your supply chain promptly and effectively (i.e. within your agreed contractual terms). Please provide a copy of your standard payment terms for all of your supply chain contracts to demonstrate this.	Yes / No	Yes/ No	If you fail to provide the requested information you may be deemed unsuccessful.

Question	Weighting	Response Type	Response Instructions
<p>2.1.13 - Prompt Payment Supply Chains</p> <p>Please confirm that you have systems in place to pay those in your supply chain promptly and effectively (i.e. within your agreed contractual terms). Please provide a copy of your standard payment terms for all of your supply chain contracts to demonstrate this.</p>	Pass / Fail	Attachment	Please refer to Annex A1
<p>2.1.14 - Prompt Payment - Supply Chain Procedures</p> <p>Please confirm you have procedures for resolving disputed invoices with those in your supply chain promptly and effectively and provide a copy of these procedures. Please provide details of any payments of interest on your late payments, paid in the past twelve months or which became due during the past twelve months and remain payable (contractually or under late payment legislation) and, if any such payment has been made (or arose), an explanation as to why this occurred and an outline of what remedial steps have been taken to ensure this does not occur again.</p>	Pass / Fail	Attachment	Please refer to Annex A1
<p>2.1.15 - Prompt Payment - Public Sector Contracts</p> <p>Please confirm that for public sector contracts awarded under the Defence and Security Public Contract Regulations 2011 you have systems in place to include (as a minimum) 30-day payment terms in all of your supply chain contracts and that such terms are passed down through your supply chain. Please provide a copy of your standard payment terms used with sub-contractors on public sector contracts subject to the Defence and Security Public Contract Regulations 2011.</p>	Pass / Fail	Attachment	Please refer to Annex A1
<p>2.1.16 - Prompt Payment - Supply Chain Invoices</p> <p>(a) Please provide the percentage of invoices paid by you to those in your immediate supply chain on all contracts for each of the two previous six-month reporting periods. This should include the percentage of invoices paid within each of the following categories: i)</p>	Pass / Fail	Attachment	Please refer to Annex A1

Question	Weighting	Response Type	Response Instructions
<p>within 30 days; ii) in 31 to 60 days; iii) in 61 days or more and iv) due but not paid by the last date for payment under agreed contractual terms.</p> <p>It is acceptable to cross reference information that has previously been submitted to Government or other bodies or is publicly available (provided it covers the required reporting periods), including data published in accordance with the Reporting on Payment Practices and Performance Regulations 2017. If you do wish to cross reference, please provide details and / or insert link(s).</p> <p>(b) If you are unable to demonstrate that all invoices have been paid within the agreed contractual terms, please explain why. Note: if you are required to submit an action plan under question 5(c), this action plan must also set out steps to address your payment within agreed terms, to achieve a pass for question 5(c).</p> <p>(c) If you are unable to demonstrate that more than or equal to 95% of invoices payable to your supply chain on all contracts have been paid within 60 days of the receipt of the invoice, in at least one of the last two six months reporting periods, please provide an action plan for improvement which must include as a minimum:</p> <ol style="list-style-type: none"> 1. identification of the primary causes of failure to pay: <ol style="list-style-type: none"> (a) 95% of all supply chain invoices within 60 days; and (b) if relevant under question 5(b), all invoices within agreed terms; 2. actions to address each of these causes; 3. a mechanism for and commitment to regular reporting on progress to the bidder's audit committee (or equivalent); 4. a plan signed off by your Director; and 5. a plan published on your website (this can be a shorter, summary plan). <p>If you have an existing action plan prepared for a different purpose, it is acceptable to attach this but it must contain the above features.</p>			



Ministry
of Defence



Boats Commercial Manager



@mod.gov.uk



See distribution list

Defence Equipment & Support
Ash 2a, #3203
MOD Abbey Wood (South)
Bristol
BS34 8JH

Attn:

Date: 3rd September 2021
Our Reference: ITT 701549432

Dear Sir/Madam,

Invitation To Tender (ITT) Reference No. 701549432 – Boats/0007 for Maritime Overseer Support (MOS) for Boats and Royal Fleet Auxiliary

1. You are invited to tender for the Maritime Overseer Support (MOS) for Boats and RFA in competition in accordance with the attached documentation.
2. The requirement is to provide Maritime Overseer Support to:

The Boats Team

- a. The Boats team are responsible for managing In-Service and new Acquisition programmes for the following vessels:
 - Static Training Vessels
 - Small Boats Flotilla
 - Provision of overseeing services for programmed builds upkeeps/refits and repairs for vessels which could include, but would not be limited to:
 - P2000 (Archer Class) Boats - HM Ships Archer, Biter, Blazer, Charger, Dasher, Example, Exploit, Explorer, Express, Pursuer, Puncher, Raider, Ranger, Smiter, Tracker, Trumpeter
 - Fast Patrol Vessels (FPV) HM Ships Sabre and Scimitar
 - Patrol Vessels Sir Cecil Smith and Sir Evan Gibb
 - Training Ships HMS Bristol, Sir Tristram, Brecon and Hindostan
 - Maritime Interdiction (MI) Craft.
 - Vahana Workboat
 - Royal Navy Patrol Launch (RNPL)
 - Other boats, less than 50 metres in length, principally Rigid Inflatable Boats (RIBs), Work Boats, Training Yachts and Police Launches.

The RFA Cluster Support Team (CST)

- b. The RFA CST is responsible for managing In-Service and Upkeep requirements for vessels which could include, but would not be limited to:
 - RFA Wave Class – RFA Wave Knight and RFA Wave Ruler
 - RFA Tide Class – RFA Tidespring, RFA Tiderace, RFA Tidesurge and RFA Tideforce
 - RFA Fort Victoria
3. The anticipated date for the Contract award decision is 1st November 2021, please note that this is an indicative date and may change.
4. You must submit your Tender to the Defence Sourcing Portal by 16:00 on the 15th October 2021.
5. Please confirm receipt of this tender to [REDACTED] stated in the E-mail address [REDACTED]@mod.gov.uk.

Yours faithfully

[REDACTED] (*electronic signature*)

Senior Commercial Officer
DE&S Boats Team

Distribution List

Tenderers Name	Tenderers Address	Point of Contact
James Fisher Marine Services Limited	Fisher House PO Box 4 Barrow-in-Furness Cumbria LA14 1HR	Attention: [REDACTED]
Rosyth Royal Dockyard Ltd	Babcock International Rosyth Business Park Rosyth Dunfermline Fife KY11 2YD	Attention: [REDACTED]
Safeguard Engineering Limited	15 Wallwern Wood Chepstow NP16 5TX	Attention: [REDACTED]

Invitation To Tender (ITT)

For

701549432 – Boats/0007

**Maritime Overseer Support (MOS) for Boats and Royal
Fleet Auxiliary (RFA)**

Contents

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

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Tender. The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
 - Section A – Introduction Page 5
 - Section B – Key Tendering Activities Page 10
 - Section C – Instructions on Preparing Tenders Page 11
 - Section D – Tender Evaluation
 - Appendix 1 to Section D Page 20
 - Section E – Instructions on Submitting Tenders Page 24
 - Section F – Conditions of Tendering Page 25
 - DEFFORM 47 Annex A - Tender Submission Document (Offer) Page 29
 - Appendix 1 to DEFFORM 47 Annex A (Offer)
– Information on Mandatory Declarations Page 31
 - DEFFORM 47 Annex B - Tender Deliverables Page 35
 - Appendix 1 to Annex B – IPMP Annex Detail Page 37
- Contract Documents (as per the contents table in the Terms and Conditions)
- Maritime Overseers Support Security Aspects Letter

Section A – Introduction

DEFFORM 47 Definitions

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

- A1. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.
- A2. "Compliance Regime" is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.
- A3. "Conditions of Tendering" means the conditions set out in this DEFFORM 47 that govern the competition.
- A4. A "Consortium Arrangement" means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.
- A5. "Contract" means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.
- A6. "Contract Terms & Conditions" means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.
- A7. "Contractor Deliverables" means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.
- A8. "Cyber Security Model" means the model defined in DEFCON 658.
- A9. "Defence Sourcing Portal" means the electronic platform in which Tenders are submitted to the Authority.
- A10. "Government Furnished Information" means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.
- A11. "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" (Section 1 in Terms and Conditions, Schedule 2 in Standardised Contracting Template 1B (SC1B) or 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 9 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. arrangements for the receipt and evaluation of Tenders;
- e. criteria and methodology for the evaluation of Tenders; and
- f. Contract Terms & Conditions;

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

A22. This requirement was advertised by the Authority in Find a Tender and Defence Sourcing Portal dated 28th April 2021 under the following reference 701549432.

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

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

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

A26. Funding is due to be approved on 22nd October 2021 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 ITT Material to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A27.c, which as a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and/or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. immediately confirm destruction of (or in the case of software, that it is beyond use) all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and

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

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

Tender Expenses

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

Consortia and Sub-Contracting Arrangements

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

Material Change of Control

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

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

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

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

directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement

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

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

Contract Terms & Conditions

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

A36. Standardised Contract 2 (SC2) conditions are attached.

Other Information

A37. The Armed Forces Covenant

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

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

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

Email address: employerrelations@rfca.mod.uk

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	Initiated By	Submit to:
Invitation to Tenderers Conference ¹	N/A	N/A	N/A
Date for Confirmation of attendance at Tenderers Conference ¹	N/A	N/A	N/A
Final date for Clarification Questions / Requests for additional information	2 weeks before tender return	Tenderers	██████████ – Assistant Commercial Officer Defence Sourcing Portal
The Authority issues Final Clarification Answers	Three (3) working days of receipt	The Authority	All Tenderers ³
Tender Return	16:00 15 th October 2021	Tenderers	Defence Sourcing Portal
Tender Evaluation	3 weeks after Tender Return	The Authority	N/A
Negotiations	N/A	N/A	N/A
Reverse Auction	N/A	N/A	N/A
Trials/Testing	N/A	N/A	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 £GB ex VAT. Prices must be Firm Prices for Years 1(one) to 3(three) and Fixed Prices for Years 4(four) and 5(five) and option years 6(six) and 7(seven).

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

Validity

C3. Your Tender must be valid and open for acceptance for (180) calendar days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

Section D – Tender Evaluation

Section D details how your Tender will be evaluated, methodology used to evaluate the Tender and the evaluation criteria.

Restricted Procedure

- D1. This Contract will be awarded using the restricted procedure under Regulation 17 of the Defence and Security Public Contract Regulations (DSPCR) 2011 (the "Restricted Procedure").
- D2. The award of the contract shall be based on the offer which is the most economically advantageous tender from the point of view of the Authority ("MEAT") using the Value for Money Index method to five decimal places.
- D3. The Value for Money Index divides the total score of the non-cost (quality) criteria by the tender cost. It ranks tenders on the quality (represented by the non-cost score) for each £ (or £k or £m) of cost. This is referred to as the absolute method which evaluates an individual tender exclusively on its own merits.
- D4. An example of a Value for Money Index calculation is below.

Using a VfM ratio (Non-cost score / Price) gives the following results):

Tender	Non-Cost score					Cost Ex VAT	VFM Index	Rank
	Comm	Spec	IPMP (90%)	Social Value (10%)	Total			
A	Pass	Pass	48.6	3	51.6	£4,450,000	0.00001	2
B	Pass	Pass	42.3	1	43.3	£4,450,000	0.00001	3
C	Pass	Pass	69.6	0.75	79.05	£2,500,000	0.00003	1
D	Pass	Fail	N/A	N/A	N/A	N/A	N/A	N/A
E	Pass	Pass	N/A*	N/A	N/A	N/A	N/A	N/A

* = did not meet minimum threshold score for IPMP

The highest VFM Index provides more 'quality' / non-cost score per £ and is therefore the winning tender.

- D5. The Authority will evaluate the Tenderer's proposal in the Defence Sourcing Portal (DSP) under three envelopes:
- a. **Qualification Envelope** – refer to paragraph D6 below
 - b. **Technical Envelope – non-cost (quality) criteria** *(this refers to all 'non-cost' elements of the tender evaluation including; technical evaluation, engineering evaluation, commercial evaluation (excluding cost or price), safety evaluation, quality evaluation etc. Essentially it includes all aspects of the tender evaluation other than the cost or price).*
 - i. Question Section 2.1 – Commercial Deliverables
This Question Section is Pass/Fail criteria.
 - ii. Question Section 2.2 – Specification Compliance
This Question Section is Pass/Fail criteria.

iii. Question Section 2.3 – Integrated Project Management Plan (IPMP)

This Question Section is weighted and equates to 90% of the overall non-cost (quality) score.

iv. Question Section 2.4 – Social Value

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

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

Qualification Envelope

- D6. The Tenderer is requested to confirm that under the Qualification Envelope on the DSP, you can download and open the attached Tender Documents.

Technical Envelope

Question Section 2.1 - Commercial Deliverables

- D7. This Question Section is Pass / Fail criteria and is included in the overall non-cost (quality) score.
- D8. In order for the Tenderer's Tender to meet the requirements of this Question Section 2.1 – Commercial Deliverables and to progress to the MEAT Value for Money Index calculation undertaken in the Commercial Envelope in accordance with paragraph D29 below, the Tenderer shall have met all of the evaluation criteria listed below in Table 1 (Commercial Deliverables):

Table 1 – Commercial Deliverables

DSP Ref	Tender Document	Evaluation Criteria	Evaluation Marking
2.1.1	DEFFORM 47 Annex A – Tender Submission Document (Offer)	The Tenderer shall submit a completed DEFFORM 47 Annex A – Tender Submission Document (Offer) including all of the Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer).	Pass / Fail
2.1.2	Conflict of Interest Compliance Regime	The Tenderer shall submit an acceptable Compliance Regime as outlined at Paragraphs F7 – F10 of this DEFFORM 47. This only applies where the Tenderer identifies a potential Conflict of Interest arising from this Contract and any you currently carry out.	Pass / Fail
2.1.3	Validity	The Tenderer shall ensure their Tender is valid / open for acceptance for one hundred and eighty (180) calendar days from the Tender return date. If successful, the Tender must be open for acceptance for a further thirty (30) calendar days. Outlined at Paragraph C3 of this DEFFORM 47.	Pass / Fail
2.1.4	Transfer Undertaking (Protection of Employment)	The Tenderer is required to confirm when responding to this tender that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this	Pass / Fail

DSP Ref	Tender Document	Evaluation Criteria	Evaluation Marking
		Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.	
2.1.5	Schedule 2 Annex A (Schedule of Requirements – Rates)	The Tenderer shall submit a fully completed pricing Schedule for all items and years against each tab. Please refer to the instruction tab within this Schedule on how to complete.	Pass / Fail
2.1.6	Statement of Acceptance of Terms and Conditions and Schedules	<p>The Tenderer shall confirm their unqualified acceptance of all the Terms and Conditions of Contract, including Schedules, in the accompanying ITT Material. Any offer made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone</p> <p>The Tenderer may, however, present their understanding or interpretation via clarification questions regarding Conditions of Contract, which they seek to clarify understanding.</p>	Pass / Fail

D9. If a Tenderer is evaluated as scoring a 'Fail' for any of the Tender Documents in Table 1 (Commercial Deliverables) they will be removed from the Tender Evaluation.

Question Section 2.2 – Specification Compliance

D10. This Question Section is Pass / Fail criteria and is included in the overall non-cost (quality) score.

D11. In order for the Tenderer's Tender to meet the requirements of this Question Section 2.2 – Specification Compliance and to progress to the MEAT Value for Money Index calculation undertaken in the Commercial Envelope in accordance with paragraph D27 below, the Tenderer shall have met the evaluation criteria listed below in Table 2 (Specification Compliance):

Table 2 – Specification Compliance

DSP Ref	Tender Document	Evaluation Criteria	Evaluation Marking
2.2.1	Schedule 9 (Specification (Statement of Requirement))	<p>The Tenderer shall provide a compliance statement against the requirement. A statement of compliance against each requirement is not required; a single written statement confirming compliance against all the requirements is sufficient.</p> <p>Where the Tenderer is non-complaint or partially complaint against any aspect, these are to be stated, along with a full explanation and a precise statement of what is being offered in place of the Authority's requirement(s), including its effect on any other aspect of the Tender.</p>	Pass / Fail

D12. If a Tenderer is evaluated as scoring 'Fail' for the Tender Document in Table 2 (Specification Compliance) they will be removed from the Tender Evaluation.

Question Section 2.3 – Integrated Project Management Plan (IPMP)

D13. This Question Section is weighted and equates to 90% of the overall non-cost (quality) score.

- D14. In order for the Tenderer's Tender to meet the requirements of this Question Section 2.3 – Integrated Project Management Plan and to progress to the MEAT Value for Money Index calculation undertaken in the Commercial Envelope in accordance with paragraph D29 below, the Tenderer shall submit a compliant IPMP.
- D15. The IPMP shall detail how the Tenderer will manage performance and delivery of the services specified in the Specification (Schedule 9) and must meet the requirements set out in paragraph 2 of Annex B to DEFFORM 47. The Tenderer's IPMP shall be clear, concise and comprehensive. Each section of the Tenderer's IPMP is to be limited to a maximum of 20 sides of A4. Pages over this maximum limit per section will not be evaluated.
- D16. Each section of the IPMP will also be reviewed and evaluated for compliance with the Authority's Specification. Where the Tenderers' response is not fully compliant, they shall also provide a statement on the level of compliance along with a detailed explanation of why, and where, the Tenderers' response is not fully compliant.
- D17. The IPMP sections will be evaluated using the criteria in the scoring matrix at Table 3 (IPMP Capability Assessment Scoring Scale).
- D18. Each element of the IPMP has a weighting expressed as a percentage (%) allocated to it, which are disclosed on Table 4 (IPMP Evaluation Plan). The Capability Assessment Score gained in the Evaluation of each section will be multiplied by the relevant marks available to give a score for each section. These scores will be totalled to give an overall score for the IPMP. This overall score will be multiplied by 90% to give the non-cost score for the IPMP.

Table 3 – IPMP Capability Assessment Scoring Scale

Evaluation	Score	Criteria for awarding score
High Confidence	100	Evidence provided by the Tenderer is comprehensive, convincing, credible and is relevant to meeting the desired outcome required in all aspects.
Good Confidence	70	Evidence provided by the Tenderer is sufficient (in qualitative terms), convincing, credible and is relevant to meeting the desired outcome required.
Satisfactory	30	Evidence provided by the Tenderer has minor gaps, or to a small extent is unconvincing, lacks credibility or not fully relevant to meeting the desired outcome required.
Minor Concerns – Low Confidence	10	Evidence provided by the Tenderer has major gaps, is unconvincing in many aspects, lacks credibility or is largely irrelevant to meeting the desired outcome required.
Major Concerns	0	No evidence or misleading evidence provided by the Tenderer.

Table 4 – IPMP Evaluation Plan

DSP Ref	Section Ref	Section Title	Weighting
2.3.1	A	Contract Set Up Plan	15%
2.3.2	B	Qualifications and Experience Plan	35%
2.3.3	C	Communication, Relationship and Reporting Plan	15%
2.3.4	D	Risk Management Plan	10%
2.3.6	E	Exit Strategy Plan	10%
2.3.7	F	Project Monitoring and Control Plan	15%

D19. If a Tenderer is evaluated as scoring a '0' for any section of the IPMP listed in Table 4 (IPMP Evaluation Plan) they will be removed from the Tender Evaluation.

D20. If a Tenderer is evaluated as scoring less than 35 after the 90% weighting for this Question Section 2.3 has been applied, they will be removed from the Tender Evaluation.

Question Section 2.4 – Social Value

D21. This Question Section is weighted and equates to 10% of the overall non-cost (quality) score.

D22. In order for the Tenderer's Tender to meet the requirements of this Question Section 2.4 – Social Value and to progress to the MEAT Value for Money Index calculation undertaken in the Commercial Envelope in accordance with paragraph D29 below, the Tenderer shall describe the commitment your organisation will make to ensure that opportunities under the contract deliver the following Policy Outcome and Award Criteria under each Theme identified in Table 5 (Social Value). The guidance instructions for this Question Section are set out in Appendix 1 to Section D – Tender Evaluation and contains:

1. Model Evaluation Question;
2. Model Award Criteria (MAC); and
3. Model Response Guidance for tenderers and evaluators

Table 5 – Social Value

DSP Ref	Theme	Policy Outcome	Award Criteria	Weighting
2.4.1	Tackling economic equality	Create new businesses, new jobs and new skills	Effective measures to deliver any/all of the following benefits through the contract: Create opportunities for entrepreneurship and help new organisations to grow, supporting economic growth and business creation.	50%
2.4.2	Fighting Climate Change	Effective Stewardship of the environment	Effective measures to deliver any/all of the following benefits through the contract: Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.	25%
2.4.3	Equal Opportunity	Tackle workforce inequality	Effective measures to deliver any/all of the following benefits through the contract: Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.	25%

- D23. Each Award Criteria of each Theme of the Social Value will be reviewed and evaluated for compliance with the Authority's Social Value requirement. The Tenderer's response to each Award Criteria is to be limited to a maximum of six sides of A4. Pages over this maximum limit will not be evaluated.
- D24. Each Award Criteria under each Theme will be evaluated using the criteria in the scoring matrix at Table 6 (Social Value Capability Assessment Scoring Scale).
- D25. Each Award Criteria under each Theme of the Social Values Question Section has a weighting expressed as a percentage (%) allocated to it, which are disclosed on Table 5 (Social Value). The Capability Assessment Score gained in the Evaluation of each Award Criteria will be multiplied by the relevant weighting available to give a score for each Award Criteria. These scores will be totalled to give an overall score for the Social Value. This overall score will be multiplied by 10% to give the non-cost score for Social Value.

Table 6 – Social Value Capability Assessment Scoring Scale

Criteria for awarding score	Score
Score Excellent: (exceeds all of the Model Award Criteria). The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows: <ul style="list-style-type: none"> - Very good understanding of the requirements. - Excellent proposals demonstrated through relevant evidence. - Considerable insight into the relevant issues. - The response is also likely to propose additional value in several respects above that expected. - The response addresses the social value policy outcome and also shows in-depth market experience 	100
Very good: (exceeds some of the Award Criteria). 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: <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. 	70
Good: (meets all of the Award Criteria) 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: <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. 	30
Poor: (meets some of the Award Criteria) 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: <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. 	10

Criteria for awarding score	Score
- The response makes limited reference (naming only) to the social value policy outcome set out within the invitation.	
Fail: the response completely fails to meet the required standard or does not provide a proposal.	0

D26. If a Tenderer is evaluated as scoring 'Fail' for any of the Award Criteria in Table 5 (Social Value) they will not be removed from the Tender Evaluation.

Commercial Envelope

D27. In order for the Tenderer's Tender to meet the requirements of this Commercial Envelope and to progress to the MEAT Value for Money Index calculation in accordance with paragraph D29 the Tenderer shall have met the evaluation criteria listed below in Table 7 (Overall cost for Tender Evaluation purposes only):

Table 7 – Overall cost for Tender Evaluation purposes only

DSP Reference	Tender Document	Evaluation Criteria	Evaluation Marking
3.2.2	Schedule 2 Annex A (Schedule of Requirements – Rates)	The Tenderer shall complete the offline version of Schedule 2 Annex A (Schedule of Requirements – Rates) in its entirety and insert the figure generated in cell P22 from Tab 4 – Cost Assumptions of Schedule 2 Annex A (Schedule of Requirements – Rates) DSP reference is 3.3.2.	

D28. If a Tenderer is evaluated as scoring a 'Fail' for the Tender Document in Table 7 (Overall cost for Tender Evaluation purposes only) they will be removed from the Tender Evaluation.

Most Economically Advantage Tender (MEAT) – Value for Money Index Calculation

D29. In the MEAT Value For Money Index assessment process, the Tenderer will be given a Value for Money Index score to five decimal places.

D30. The Value for Money Index is calculated by dividing the total score of the non-cost (quality) criteria by the tender cost. It ranks tenders on the quality (represented by the non-cost score) for each £ (or £k or £m) of cost.

D31. In the event that more than one Tenderer has the same Value for Money Index score, which is to five decimal places, Tenderers will be ranked according to the Tenderer who has the highest Non-Cost Score.

D32. The Tenderer with the highest Value for Money Index will be ranked first and will be the Authority's preferred Tenderer and will be awarded the Contract / Framework Agreement.

Technical Envelope**Question Section 2.4– Social Value**

DSP Ref	Theme	Policy Outcome	Award Criteria	Weighting
2.4.1	Tackling economic equality	Create new businesses, new jobs and new skills	Effective measures to deliver any/all of the following benefits through the contract: Create opportunities for entrepreneurship and help new organisations to grow, supporting economic growth and business creation.	50%

Model Evaluation Question

Using a maximum of six sides of A4 describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include

- 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 proposal. 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 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.

Model Award Criteria (MAC)

Effective measures to deliver any/all of the following benefits through the contract:

Create opportunities for entrepreneurship and help new organisations to grow, supporting economic growth and business creation.

Model Response Guidance for tenderers and evaluators (The award criteria (above) and sub-criteria (below) will be used to evaluate the response

Entrepreneurship, growth and business creation

Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of the level of Small, Medium and Large organisations and Voluntary, Community and Social Enterprises and Mutual participation in the contract supply chain.
- Identification of opportunities to grow supplier diversity in the contract supply chain or in the location/community where the contract is performed, including SME and VCSE participation and new business creation.
- Engagement activities for potential new suppliers to the contract supply chain, prior to awarding subcontracts. Illustrative examples: advertising upcoming opportunities in accessible media; raising

awareness of future opportunities to target audiences; meet the buyer events; awareness raising by guidance or events of how to tender effectively for public supply chain contracts.

- Measures to make the supply chain working environment conducive to a diverse range of suppliers and growing businesses, including but not limited to:
- structuring the supply chain selection process in a way that ensures fairness (e.g. anti-corruption) and encourages participation by new and growing businesses.
- advertising supply chain opportunities openly and to ensure they are accessible to new and growing businesses, including advertising subcontracting opportunities on Contracts Finder.
- ensuring accessibility for disabled business owners and employees.
- prompt payment.
- Illustrative examples: co-design and co-creation of services; collaborative performance management; appropriate commercial arrangements; inclusive working methods and use of inclusive technology; creating opportunities for entrepreneurship and helping new, small organisations to grow.

Technical Envelope

Question Section 2.4 – Social Value

DSP Ref	Theme	Policy Outcome	Award Criteria	Weighting
2.4.2	Fighting Climate Change	Effective Stewardship of the environment	<p>Effective measures to deliver any/all of the following benefits through the contract:</p> <p>Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.</p>	25%

Model Evaluation Question

Using a maximum of six sides of A4 describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include

- 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 proposal. 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

Model Award Criteria (MAC)

Effective measures to deliver any/all of the following benefits through the contract:

Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.

Model Response Guidance for tenderers and evaluators (The award criteria (above) and sub-criteria (below) will be used to evaluate the response

Influence environmental protection and improvement

Activities that demonstrate and describe the tenderer's existing or planned:

- 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:

- 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.

Technical Envelope

Question Section 2.4 – Social Value

DSP Ref	Theme	Policy Outcome	Award Criteria	Weighting
2.4.3	Equal Opportunity	Tackle workforce inequality	Effective measures to deliver any/all of the following benefits through the contract: Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.	25%

Model Evaluation Question

Using a maximum of six sides of A4, describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include

- 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 proposal. 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 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.

Model Award Criteria (MAC)

Effective measures to deliver any/all of the following benefits through the contract:

Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.

Model Response Guidance for tenderers and evaluators (The award criteria (above) and sub-criteria (below) will be used to evaluate the response

Tackling inequality in the contract workforce

Activities that demonstrate and describe the tenderer's existing or planned:

- 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.

Illustrative examples:

- 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.
- 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.

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 15th October 2021. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITT 701549432.

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]@mod.gov.uk if you have a requirement to submit documents above OFFICIAL SENSITIVE.

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact [REDACTED]@mod.gov.uk to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

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

Lots

E7. This requirement has not been split into Lots.

Variant Bids

E8. The Authority will not accept Variant Bids.

Samples

E9. Samples are not required.

Section F – Conditions of Tendering

F1. The issue of 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.

F4. 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 then 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

F5. 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

██████████ (UK) or

██████████ (Overseas)

Conflicts of Interest

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

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

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

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

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

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

Government Furnished Assets

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

Standstill Period

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

Publicity Announcement

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

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

Sensitive Information

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

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

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this 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

Applicability of TUPE

F20. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is your responsibility to consider whether or not TUPE applies to this re-let and to

tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this Invitation to Tender results in a Contract being placed, although the Authority shall not be liable for the proposals are responsibly based and take full account of your likely TUPE obligations.

TUPE Information Provided For Tendering Purposes

F22. The contractor currently undertaking this task has confirmed there is one employee in scope to transfer. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.

Ministry of Defence

Tender Submission Document (Offer) – Ref (ITT – 701549432)

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

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

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (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 attached 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 and 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	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Have you completed the compliance matrix/ matrices?			Yes / No / Not Required	
Are you a Small Medium Sized Enterprise (SME)?			Yes / No	
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?			Yes / No	
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)? (Schedule 5)			Yes / No	

If you have not previously submitted a Statement Relating to Good Standing, within the last 12 months, or circumstances have changed have you attached a revised version?	Yes* / No / N/A		
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No		
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No		
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly	Yes* / No		
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?	Yes* / No / Not Required		
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?	Yes* / No / Not Required		
Have you completed the additional Mandatory Requirements (as per paragraph F18) stated in this ITT?	Yes* / No / Not Required		
*If selecting Yes to any of the above questions, please 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 Commercially Sensitive Information Form (DEFFORM 539A).</p>			
Dated this..... day of Year			
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Signature: (Must be original) </td> <td style="width: 50%; vertical-align: top;"> In the capacity of (State official position e.g. Director, Manager, Secretary etc.) </td> </tr> </table>		Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)
Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)		
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number: Dunn And Bradsheet number:		

Information on Mandatory Declarations

IPR Restrictions

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

Notification of Foreign Export Control Restrictions

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

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

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

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any

Contractor Deliverables identified at paragraph 6 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

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

Import Duty

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

Cyber Risk

14. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of Very Low. The Risk Assessment Reference (RAR) is 509820494. An interim service is in place while the Supplier Cyber Protection Service is transitioned to a new tool. Tenderers are required to complete the Suppliers Assurance Questionnaire provided by the MoD Project Team and on completion, this must be sent to the DCP Team (ISSDes-DCPP@mod.gov.uk) for a result to be provided. The Completed SAQ and result must be included with tender responses, along with a Cyber Implementation Plan (CIP) if 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. You can find further information in the [Cabinet Office - Contractual Process](#).

[Http://www.gov.uk/government/publications/security-policy-framework](http://www.gov.uk/government/publications/security-policy-framework)

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 Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>.

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 <http://www.gov.uk/government/organisations/ministry-of-defence/about/procurement> 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: DefComrcISSM-Suppliers@mod.gov.uk.

Transparency, Freedom of Information and Environmental Information Regulations

20. The Authority shall publish notification of the Contract and publish Contract documents where required following a request under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition between suppliers.

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

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

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

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

Electronic Purchasing

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

Change of Circumstances

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

Asbestos, Hazardous Items and Depletion of the Ozone Layer

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

Defence Safety Authority (DSA) Requirements

28. There are no DSA Requirements.

Bank or Parent Company Guarantee

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

TENDER DELIVERABLES**PART 1 – COMMERCIAL DELIVERABLES**

1. The Tenderer shall supply the following commercial tender deliverables. These tender deliverables will be used to evaluate and score the Tenderer's proposals in accordance with the Tender Evaluation Criteria (Section D to DEFFORM 47).

DSP Ref	Tender Document
2.1.1	DEFFORM 47 Annex A – Tender Submission Document (Offer)
2.1.2	Conflict of Interest Compliance Regime
2.1.3	Validity
2.1.4	Transfer Undertaking (Protection of Employment)
2.1.5	Schedule 2 Annex A (Schedule of Requirements – Rates)
2.1.6	Statement of Acceptance of Terms and Conditions and Schedules

PART 2 – TECHNICAL DELIVERABLES

2. The Tenderer shall supply the following technical tender deliverables. These tender deliverables will be used to evaluate and score the Tenderers' proposals in accordance with the Tender Evaluation (Section D to DEFFORM 47):

2.1. Specification – Compliance Statement

- 2.1.1. The Tenderer shall provide a compliance statement against the requirement. A statement of compliance against each requirement is not required; a single written statement confirming compliance against all the requirements is sufficient.
- 2.1.2. Where the Tenderer is non-complaint or partially complaint against any aspect, these are to be stated, along with a full explanation and a precise statement of what is being offered in place of the Authority's requirement(s), including its effect on any other aspect of the Tender.

2.2. Integrated Project Management Plan

- 2.2.1. The Tenderer is to develop and provide to the Authority with his tender a draft Integrated Project Management Plan (IPMP), covering the full scope of the Authority's requirement (i.e. Annex A, B and C). The IPMP shall include an Executive Summary and detail how the Tenderer proposes to manage the activities required to meet and support the Authority's requirement as set out in Annexes A to F below.
- 2.2.2. The Tenderers' draft IPMP shall define how all contract activities shall be managed, outlining the organisation, processes, procedures and techniques to be used. It shall include details of how all activities, plans and programmes will be managed, monitored, controlled and integrated.
- 2.2.3. The Tenderers' draft IPMP shall be made up of the following Annexes which addresses specific activities as detailed in Annexes A to F of Appendix 1 to Annex B:
- Annex A – Contract Set-Up Plan
- Annex B – Qualifications and Experience Plan
- Annex C – Communication, Relationship Management and Reporting Plan
- Annex D – Risk Management Plan
- Annex E – Exit Strategy Plan
- Annex F – Project Monitoring and Control Plan
- 2.2.4. In their response, the Tenderer shall confirm full compliance with the requirements at Annexes A to F below by providing all the required Annexes for the draft IPMP. Where the Tenderers' response is not fully compliant, they shall also provide a statement on the level of compliance along with a detailed explanation of why, and where, the Tenderers' response is not fully compliant.
- 2.2.5. The IPMP of the winning Tenderer will form Schedule 15 in any resultant contract.
- 2.2.6. The Tenderer shall be required to update and further develop the draft IPMP to Revision 1 status within 3 (three) months of the award of any resultant contract in order to provide greater clarity and detail.

2.2.7. Detailed guidance and information on the format and content for each of the Plans listed above can be found on the Acquisition System Guidance (formerly the AOF) website, which can be accessed via: <https://www.gov.uk/guidance/knowledge-in-defence-kid> (registration is necessary for accessing the site).

2.3. Social Value

Tender Document			
DSP Ref	Theme	Policy Outcome	Award Criteria
2.4.1	Tackling economic equality	Create new businesses, new jobs and new skills	<p>Effective measures to deliver any/all of the following benefits through the contract:</p> <p>Create opportunities for entrepreneurship and help new organisations to grow, supporting economic growth and business creation.</p>
2.4.2	Fighting Climate Change	Effective Stewardship of the environment	<p>Effective measures to deliver any/all of the following benefits through the contract:</p> <p>Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.</p>
2.4.3	Equal Opportunity	Tackle workforce inequality	<p>Effective measures to deliver any/all of the following benefits through the contract:</p> <p>Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.</p>

IPMP - Annex A Contract Set-Up Plan

1. The Tenderer shall provide a draft Contract Set-Up Plan (Annex A to IPMP) that provides:
 - a. details of the level of resources required to deliver any resulting Contract including how they will be managed alongside any other work/Contracts being undertaken at the same time. Resources shall include, as a minimum, the following: manpower, infrastructure, facilities and equipment. This will include both their intrinsic resources who will be managing the contract, and their contracted personnel who will be completing the overseer requirement.
 - b. details of the Contract lead in (preparation) activities (as part of the Contract Set Up Plan) they will undertake in order to meet the Authority's requirements, together with the timescales to deliver the full requirements of the Contract.

IPMP – Annex B Qualifications and Experience Plan

1. The Tenderer shall provide a Qualification and Experience Plan (Annex B to IPMP) that provides Curriculum Vitae (CVs) for personnel to be employed on the Contract, detailing the level of experience, skills and qualifications held for the following:

Upkeep management services for MOD training boats, training ships and boats only.

- a. The Overseer(s) as detailed at Schedule 9, (Specification (Statement of Requirement) to the Terms and Conditions shall have the following qualifications and experience:
 - i. A minimum of 5 years recent experience in the ship building or repair environment and educated to Higher National Certificate (HNC) level in a ship building/repair related topic. Alternatively, a proven track record of working in an overseeing role would be acceptable. An understanding of the requirements of the Maritime & Coastguard Agency and Classification Societies is essential.
 - ii. The Overseer needs to have proven estimating and negotiating skills and a clear understanding of the meaning and implications of quality standards, such as ISO 9000, together with ability to review the CSR's performance against procedures upon which the CSR's Third Party QA assessment has been awarded.
 - iii. The Overseer must be proficient in, and practised at maintaining written records of his actions, summarising discussions which take place during meetings, submitting clear and unambiguous progress reports and including his views on any aspect of the project in writing. IT literacy is essential as overseers are required to work with computer generated forms and reports.

Specification writing: training boats, training ships and boats.

- b. The Overseer(s) as detailed shall have the same qualifications and experience as that detailed at paragraph 1.a above.

Upkeep management services for RFA Vessels

- c. The Overseer(s) as detailed shall have the same qualifications and experience as that detailed at paragraph 1.a above.
- d. as a minimum, hold a recognised engineering apprenticeship and have recent experience in Military Equipment systems. They must be capable of understanding the technical problems and solutions which are likely to arise during the Upkeep of RFA vessels.
- e. be fully conversant with the appropriate military regulations and standards applicable to military equipment and be able to understand the detail of the military equipment aspect of the Upkeep contract specification and competent to advise on their correct application.
- f. be able to understand the contract terms and conditions and the responsibilities and obligations which it places on both the Contract Ship Repairer (CSR) and MOD. A clear understanding of the meaning and implications of Quality Standards is required, together with the ability to review the CSR's performance against the procedures upon which the CSR's third-party QA assessment has been awarded.
- g. be proficient in, and practised at, maintaining written records of his/her actions, summarising discussions which take place during meetings, drafting clear and unambiguous progress reports and putting forward his/her views on any aspect of the

project. IT literacy is essential, as the Overseer is required to work with computer generated forms and reports.

IPMP – Annex C- Communication, Relationship Management and Reporting Plan

1. The Tenderer shall provide a draft Communication, Relationship Management and Reporting Plan (Annex C to IPMP) which shall include detail of all meetings and communication methods proposed to report progress against all contract targets/Performance Indicators. The draft Plan shall include, but not be limited to, the following:
 - a. confirmation of a project kick – off meeting within 4 weeks of contract award
 - b. confirmation of monthly Contract Progress meetings for the first 3 months of contract, and then quarterly for the remainder of the contract.
 - c. describe how the interactions between the Authority, Contractor, Key sub-contractors and other stakeholders are going to be established and managed throughout the life of the contract. The aim is to provide an effective team, working in an open and professional relationship, communicating in a timely and appropriate manner to deliver the programme to time, cost and performance.
 - d. the Contract Progress Meeting shall be held at the Contractors premises.
 - e. the quarterly Contract Progress Meeting shall be chaired by the Authority. The Contractor shall be responsible for secretarial duties. The draft minutes of the meeting shall be issued for approval by the Authority no later than ten (10) working days following the progress meeting.
 - f. no less than five (5) working days before the quarterly Contract Progress Meeting, the Contractor shall provide the Authority with a Progress Report.
 - g. the Progress Report shall also include the latest version of Schedule 14 Progress Reports (Information Reporting).
 - h. a draft copy of a progress report.
 - i. a draft copy of draft minutes to be issued following the progress meeting.

IPMP – Annex D- Risk Management Plan

1. The Tenderer shall provide a draft Risk Management Plan (Annex D to IPMP) which shall:
 - a. Describe the way in which risks will be handled during the period of any resultant contract and shall include details of risk management, risk mitigation, review and reporting requirements and procedures. The Tenderer is to provide details of any tools and software that they intend to use in order to manage Risk throughout the duration of any resultant contract.
 - b. Include a draft Risk Register with an initial project risk assessment using the field descriptions listed in Table 1 of this Appendix. The Tenderer shall identify any risks, in order of importance, associated with the proposed Contract within the Risk Management Plan. The Risk Register shall use the likelihood/impact matrix in Table 2 below.
 - c. A sample Risk Register is at Table 3

Risk Register Fields (Table 1)

Field	Description
Risk Identifier	usually a unique alpha-numeric reference
Risk Title	short form title usually to address the subject matter
Risk Category	used as a method of grouping similar type risks (for example, 'Resource' or 'Finance')
Risk Description (cause, event, consequence)	details of the risk including the cause, risk event and consequence (best practice is to use three separate fields)
Risk Owner	the person with the authority and resources to enable effective assessment and management of a risk
Probability	qualitative or quantitative (percentage) measure indicating the likelihood of a risk occurring; both pre-response and post-response estimates should be recorded
Impact(s) (typically time, cost and performance)	for qualitative assessment the criteria (for example - high, medium, low) should be defined in the Risk Management Plan, for quantitative assessment specific estimated values are chosen; both pre-response and post-response estimates should be recorded
Response Action	description of the response including the Action Owner (person responsible for ensuring the mitigation is implemented), and the planned start and finish dates for the action
Fallback Plan	Responses to be implemented if the risk occurs, and the point when the decision to implement the Fallback Plan needs to be taken (if before the risk might occur)

The above list is neither exhaustive nor prescriptive but is an indication of the information required to effectively record risk information in order to support Risk Management and subsequent learning from experience.

Table 2 – 3 x 3 Likelihood/Impact Matrixes

LIKELIHOOD	H	3	6	9
	M	2	4	6
	L	1	2	3
		L	M	H
		IMPACT		

Defence Board definitions for LIKELIHOOD Assessment

Risk Likelihood	Definition
High	Probable <ul style="list-style-type: none"> 60% probability that the risk will occur. More likely to happen than not. Risk could occur within next calendar year..
Medium	Possible <ul style="list-style-type: none"> 30-60% probability that the risk will occur. About as likely to happen as not. Risk could occur within next two-four years.
Low	Remote <ul style="list-style-type: none"> <30% probability that the risk will occur. More likely not to happen than to happen. Risk could occur within next four-ten years.

Defence Board definitions for IMPACT Assessment

Risk Likelihood	Definition
High	<ul style="list-style-type: none"> Major impact on achievement of strategic aim“. Important reduction in performance. Major management action would be required if the risk occurred.
Medium	<ul style="list-style-type: none"> Significant impact on achievement of strategic aim. Moderate reduction in performance. Significant management action would be required if the risk occurred.
Low	<ul style="list-style-type: none"> Minor impact on achievement of strategic aim. Some effect on performance. Moderate management action would be required if the risk occurred.

Sample Risk Register (Table 3)

RISK REGISTER	
Risk ID:	<input style="width: 90%;" type="text"/>
	Rank: <input style="width: 100px;" type="text"/>
Risk Title:	<input style="width: 980px;" type="text"/>
Risk Owner:	<input style="width: 400px;" type="text"/>
	Risk Category: <input style="width: 200px;" type="text"/>
Description:	<div style="height: 150px;"></div>
Probability (%age):	<input style="width: 150px;" type="text"/>
Impact(s):	<div style="height: 100px;"></div>
Response Action:	<div style="height: 100px;"></div>
Fallback Plan:	<div style="height: 100px;"></div>

IPMP - Annex E - Exit Strategy Plan

1. The Tenderer shall provide a draft Exit and Transition Management Plan (Annex E to IPMP) detailing the arrangements and documentation that would be handed over to the Authority on expiry or termination of any resultant contract. The Plan shall detail the records that must be maintained by the Tenderer and in such a manner to facilitate a hand-over. The plan shall include, but not be limited to, the following:
 - a. Warranty, guarantee and certification documentation, including test certificates as appropriate;
 - b. List of any GFE holdings (including an inventory of the stores);
 - c. Reports produced for the Authority during any resultant contract period (including supporting information referenced therein);
 - d. Support manuals for the systems and equipment in service on expiry or termination of the contract, that provide sufficient information for the successor Tenderer and operator to safely and efficiently support and operate the equipment;
 - e. Maintenance manuals, records and configuration status that provide sufficient information for the Authority or successor Tenderer to safely and efficiently maintain the Boat(s). The maintenance manuals shall include the parts breakdown of the equipment;
 - f. The arrangements for the return or destruction of any documentation supplied by the Authority or generated by the Tenderer on behalf of the Authority.

IPMP - Annex F - Project Monitoring and Control

1. The Tenderer shall provide a draft Project Monitoring and Control Plan (Annex F to IPMP) the tenderer shall have in place, in order to meet the objectives of:
 - a. Informing decision-making processes at all levels in the project organisation, and taking any corrective action needed to ensure that objectives are achieved.
 - b. Identifying problems and emergent risks early enough while there is still time to do something about them.
 - c. Communicating regular progress to the project team and other stakeholders in order that confidence and commitment towards the project is maintained.
 - d. The processes and procedures employed by the Tenderer to ensure that planned maintenance periods are completed on time, to schedule and to cost; hence ensuring the continued Operational Availability of the boats.
 - e. The processes and procedures employed by the Tenderer to ensure that defect rectification tasks are completed on time and to cost; hence ensuring the continued Operational Availability of the boats.
2. The Project Monitoring and Control Plan shall also provide the Authority with details on how the Tenderer proposes to (where applicable):
 - a. Select Sub-Contractors.
 - b. Manage and monitor Sub-Contractors performance.
 - c. Capture lessons learnt both internally to the project and from external LFE resources.
3. The Project Monitoring and Control Plan shall also provide details of the Tenderer's change control process, including:
 - a. A list of all staff who will be involved in the process, along with a description of their respective roles;
 - b. An outline of the internal process within the Tenderer's organisation for enacting any change requests;
 - c. A draft copy of the Tenderer's proposed Change Log together with any information required;
 - d. An outline of the internal process for tracking major decisions relating to the programme of work.