

## **Appendix 2 to DEFFORM 47 Annex A – C**

### **Mandatory Returns**

1. The Tenderer must ensure that all aspects of the Commercial (Part A) and Technical (Part B) requirements are covered in the Tender response in order that full and proper assessment of their Tender can be made.

### **Commercial (Part A)**

2. The Tenderer's response to paragraphs 3 to 14 of this Appendix 2 to DEFFORM 47 Annex A – C, plus any paragraphs identified in DEFFORM 47 Annex A-C, shall represent the Commercial (Part A) response of their Tender submission.

### **Terms and Conditions**

3. The Tenderer is to respond to the Terms and Conditions of the ITN, confirming full compliance, using DEFFORM 47 Annex L (Terms and Conditions Compliance Matix).

### **Collaborative Working**

4. 'Hard Issues' are the familiar areas of price, compliance with the specification and willingness to accept Terms and Conditions; these will continue to have a significant impact on supplier selection. 'Soft Issues', on the other hand, are the less familiar relationship factors, cultural factors, change management factors and strategy factors. These are all issues which will impact on Value for Money (VfM) in the long term.
5. Tenderers are required to complete DEFFORM 47 Annex M (Collaborative Working Questionnaire). Tenderers are to note that this document will carry the weighting specified in the evaluation criteria.

### **Existing and Future Contracts**

6. If Tenderers believe that the work resulting from this ITN would interfere with any other Contract with the Authority, then Tenderers are requested to state what measures they would take to ensure that all Contracts are properly discharged within their agreed Terms and Conditions.
7. The Tenderer is required to provide an assurance that during the timeframe needed for performance of any Contract placed to fulfil this requirement, any other work (Authority or non-Authority work) which the Tenderer may take on shall not impair upon the Tenderer's ability to execute any such Contract.

### **Insurances**

8. Tenderers are to confirm that they currently have in place, or will have in place by Contract placement, the required levels of insurances (detailed within DEFFORM 47 Terms and Conditions Schedule 11 (Required Insurances)) by completing and returning DEFFORM 47 Annex N (Insurance Proforma), as a minimum.

### **Price**

9. Tenderers are to complete and submit, if successful in reaching Final Tender Submission, Firm Price rates, tariffs and monthly rates for a spares supply service for Year 1 to Year 3 inclusive for each Lot being Tendered for.

10. Price rates, tariffs and monthly rates for a spares supply service for Year 4 to Year 10 inclusive will be calculated by using the Variation of Price formula detailed within Schedule 4 of the Terms and Conditions.
11. The Firm Price rates, tariffs and monthly rates for a spares supply service for Year 1 to Year 3 should be entered into DEFFORM 47 Annex R, with a completed Annex R submitted for each Lot being Tendered for. This will constitute the formal price offer for the relevant framework arrangement, and become Annexes C-F of Schedule 4 to the Terms and Conditions if a Contract is awarded.
12. The Firm Price rates, tariffs and rates for a spares management service for Year 1 to Year 3 should also be used to populate DEFFORM 47 Annex R Appendix 1-3 for each Lot being Tendered for, which will be used for Tender evaluation purposes (instructions for completion of this template are provided at DEFFORM 47 Annex R Appendix 4 – Pricing Template Instructions). DEFFORM 47 Annex R Appendix 1-3 already contains calculations and the projected inflation for the index used for Variation of Price to calculate the projected Fixed price rates, tariffs and prices for Year 4 to 10, in accordance with DEFFORM 47 Terms and Conditions Schedule 4. These inflationary rates have been provided by the Office of National Statistics (ONS) and are available via the ONS Government website.
13. The total price of Tender provided by the calculations in DEFFORM 47 Annex R Appendix 1-3 should be used to complete the DEFFORM 47 Annex A-C 'Total Value of Tender' for each Lot. **Please Note:** the anticipated price of the DEFFORM 47 Annex R Appendix 1-3 is as follows – Lot 1 £292M; Lot 2 £204M; Lot 3 £230M. This actively reflects the amount of work currently forecast by the Engineering Load plan, in addition to which an unknown amount of capability enhancements, dependant on MOD future requirements, have been budgeted for in the overall contract values stated in the DEFFORM 47 cover letter and the original advert.
14. The prices submitted for each Lot will then be converted to Net Present Value (NPV), and the total NPV value for each Lot will be the price used for the MEAT evaluation. The NPV of each Lot will be calculated in accordance with the formulae detailed at DEFFORM 47 Annex R Appendix 4.

## Technical (Part B)

15. The Tenderer's response to paragraph 16 to 19 of this Appendix 2 to DEFFORM 47 Annex A – C shall represent the Technical (Part B) response of their Tender submission.

## Statement of Technical Requirements

16. In responding to this ITN, the Tenderer confirms compliance with each of the requirements in the Statement of Technical Requirements (SoTR) at Schedule 1 of the ITN. Additionally, the Tenderer shall respond to the items within Section 1 of the SoTR (Tender Deliverables) via DEFFORM 47 Annex O (Evidence Requirements Against SoTR). Responses shall take many forms, guidance for which is presented in DEFFORM 47 Annex O (Evidence Requirements Against SoTR). Mature drafts of these documents are required, subject to their acceptability at Tender stage, and these shall be jointly agreed, completed and incorporated as Schedules to any resultant Contract, in the timescales directed in Schedule 1 (Statement of Technical Requirements).

## Health and Safety

17. The Tenderer is to provide responses as required in DEFFORM 47 Annex P (Health and Safety Compliance Questionnaire). This is to be provided as part of the SoTR deliverables as described in DEFFORM 47 Annex O (Evidence Requirements Against SoTR).

### **Liabilities of Emergent Costs during Maintenance Periods**

- 18 The Tenderer is to confirm that they will sign up to DEFFORM 47 Annex Q (Liabilities of Emergent Costs during Maintenance Periods).

### **Work Packages**

19. Tenderers are to return, for each Lot, detailed solutions and a number of hours required to complete each of the Work Packages contained within DEFFORM 47 Annex S1-3 (Work Packages). Further detail on how to format the response, and the expected level of detail from the responses, can be found within the guidance at the front of DEFFORM 47 Annex S1-3.

### **GFA Register**

20. The Tenderer is to complete DEFFORM 47 Annex T (GFA Register) to request any GFA required to carry out delivery of the Services. Please note that the Authority is not obliged to accept requests for GFA. Any GFA requests that are accepted will be added to the Terms and Conditions of the Contract as the GFA Register (Schedule 19).