

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.

#### IPMP Schedule 08 Definitions

A19 a. A "Boat" is Any boat operated by the Authority including but not limited to a boat, craft, vessel, launch, inflatable, canoe, rigid inflatable boat, P2000, mexeflote, hovercraft, searider or yacht up to 50 metres, and training ships.

A19.b. "Capability Assessment Score" The score allocated to answers to the ITT relating to the IPMP. Scores are 10/30/70/100 or Pass/Fail

A19 c. "Commercial Envelope" The envelope on the Defence Sourcing Portal that contain the Commercial Questions of the ITT.

A19 d. A "Configuration Audit" is a requirement of DEFSTAN 05-57 Issue 6

A19 e. "Configuration Identification" is a requirement of DEFSTAN 05-57 Issue 6

A19 f. "Configuration Management" The process by which the vessels are maintained to ensure that variances are kept to a minimum.

A19 g. " Configuration Management Plan" (including documentation management) A document which sets out the System by which Configuration Management will be achieved.

A19. h. "Configuration Management System" The collection of processes and procedures documented in the Configuration Management Plan to achieve Configuration Management.

A19. i. "Configuration Status Accounting" A requirement of DEFSTAN 05-07 Issue 6.

A19. j. "Contractor" The party contracted by the Authority to undertake work under the contract.

A19. k. "Evaluation" The Authority's process of assessing the Integrated Project Management Plan.

A19. l. "Exit and Transition Management Plan" A document to be created under Clause 1.3 to define how handover from the Contractor to the Authority will take place on expiry or termination of the Contract

A19. m. "In Service Support Plan" Defined in section 1.6 of the IPMP – a document to define how in service support for the workboats fleet will be delivered by the Contractor.

A19.n. "Integrated Project Management Plan" A plan which details, coordinates all of the various resources and stakeholders involved in the project to make sure that each department is working consistently to deliver an end product/service.

A19.o. "MEAT- Most Economically Advantageous Tender" An evaluation Method used by the Authority to assess Tenders.

A19.p. "Obsolescence Management" The process of planning and implementing strategies to deal with the end-of-life or declining functionality of products, components, and systems. It involves mitigating risk when parts, tools or skills become obsolete.

A19.q. " Operational Availability" The ability of the workboats to be utilised by end users for their intended purpose.



A19.r. "Operational Availability" The ability of the workboats to be utilised by end users for their intended purpose.

A19. s. "Organisational Structure" A detailed description of the hierarchy within the Contractor's business, which may or may not be displayed in a hierarchical chart.

A19. t. "Overseas" Any geographical location outside of the United Kingdom.

A19. u. "Stakeholder Management Plan" Part of the Contractor's IPMP which confirms how the Contractor plans to engage with stakeholders, as defined in section 1.1 (Part A) of the IPMP.

A19. v. "Value for Money Index" The Evaluation Criteria to be used under this Contract to evaluate Tenders.

### **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 the Defence Sourcing Portal dated 25<sup>th</sup> August 2023 under the following reference BOATS/0011 Workboats In-Service Support.

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 in the Contract Bidders Notice as advertised on the DSP.

A26. Funding has been approved for this requirement.

### **ITT Documentation and ITT Material**

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

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or 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 their responses to the PQQ if:

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

## **Contract Terms & Conditions**

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

A36. The Contract Terms & Conditions are attached.

## **Other Information**

### **A37. The Armed Forces Covenant**

- a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.
- b. The Covenant is based on two principles:



- i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

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

c. The Armed Forces Covenant provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.

d. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: [employerrelations@rfca.mod.uk](mailto:employerrelations@rfca.mod.uk)

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

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

A38. To aid the Tenderer, the Authority is issuing the Government Furnished Information contained within GFI No 1 to GFI No 24 attached at schedule 10 to this DEFFORM 47. Please also refer to Schedule 2 – Statement of Technical Requirements.



## Section B – Key Tendering Activities

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

Stage	Date and Time	Responsibility	Submit to:
Invitation to Tenderers' Conference	Included in ITT response.	The Authority	All Tenderers
Date for confirmation of attendance at Tenderers' Conference	12.00 on 30th November 2023	Tenderers	[REDACTED]
Tenderer's Conference	4th December 2023	Tenderers	
Final date for Clarification Questions/Requests for additional information	8th December 2023	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	12th December 2023	The Authority	All Tenderers
Tender Return	22nd December 2023	Tenderers	Defence Sourcing Portal
Tender Evaluation	23rd December 2023-12th February 2024	The Authority	N/A

### Notes Tenderers Conference

B1. A Tenderers Conference is being held as indicated in the table above, it enables the Authority to present the requirement to all Tenderers at the same time. It also provides Tenderers the opportunity to ask questions about the requirement. The Tenderer must provide the vehicle Registrations and name(s) of those who wish to attend the Tenderers Conference to the above named contacts, by the date shown, so that access to the site can be arranged. A maximum of three (3) attendees will be permitted per Tenderer. A reminder and further Information will be sent out by Wednesday 29th November from the above-named contact. A copy of the presentation along with any questions raised and answers provided will be issued to all Tenderers regardless of attendance to the Tenderers Conference.

### 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. You must tender for all the Contractor Deliverables listed in the attached Schedule of Requirements at Schedule 01 to the Terms and Conditions. The Authority reserves the right to reject your tender where you have not tendered for all Contractor Deliverables. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Priced. A price breakdown must be included at Schedule 2a Statement of Technical Requirements Pricing in the Tender.

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 183 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.