*DF47 Edn 09/21*

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| --- | --- | --- |
|  | Katie Hunter MCIPS chartered PJHQ Sandy Lane, Northwood, HA6 3HP  Email: [UKStratCom-Comrcl-PJHQ@mod.gov.uk](mailto:UKStratCom-Comrcl-PJHQ@mod.gov.uk) |  |

|  |  |
| --- | --- |
|  |  |
|  | Your Reference: |
|  |  |
|  | Our Reference: 712073452 |
|  |  |
|  | Date: |
|  |  |
|  |  |

Dear Sir/Madam,

Invitation To: Tender Reference Number: 712073452- SFJHQ - Deployable Accoustic Rooms

1. You are invited to tender for SFJHQ - Deployable Acoustic Rooms in competition in accordance with the attached documentation.
2. The requirement is detailed in the SOR within the DRAFT schedules.
3. The anticipated date for the contract award decision is 3rd September 24, please note that this is an indicative date and may change.
4. You must submit your Tender to the Defence Sourcing Portal by 27th August 24 at 17.00 (Midday) (GMT).

Yours faithfully

Katie Hunter MCIPS (Chartered)

**Terms and Conditions**

**DEFFORM 47**

**DEFFORM 47 - Contents**

**DEFFORM 47**

**(EDN 03/24)**

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

o Section A – Introduction Page 3

o Section B – Key Tendering Activities Page 8

o Section C – Instructions on Preparing Tenders Page 10

o Section D – Tender Evaluation Page 11

o Section E – Instructions on Submitting Tenders Page 12

o Section F – Conditions of Tendering Page 14

o DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1

· Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations

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

o Terms & Conditions which includes the Schedule of Requirements and any additional Schedules, Annexes and/or Appendices

· DEFFORM 111 – Appendix to Contract - Addresses and Other Information

· DEFFORM 539A – Tenderer’s Sensitive Information (or SC1B Schedule 4 or SC2 Schedule 5)

· Any other relevant documentation:

**DEFFORM 47 - Section A**

**DEFFORM 47**

**(Edn 03/24)**

**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” means that part of the Contract which details the technical requirements and acceptance criteriaof 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 Contract finder and find a tender on the date of this tender being submitted.

A23. This ITT is subject to the Public Contract Regulations 2015

A24. This ITT has been advertised on the Defence Sourcing Portal (DSP) under the Open procedure.

A25.Funding has been approved for this requirement.

A26. N/A

**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

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 [2] businessdays 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.

A38. .

**DEFFORM 47 - Section B**

**DEFFORM 47**

**(Edn 03/24)**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Responsibility** | **Submit to:** |
| Tender goes live | 25th July 24 | The Authority | Defence Sourcing Portal |
| Final date for Clarification Questions/Requests for additional information | 9th August 24 | Tenderers | Defence Sourcing Portal |
| The Authority issues Final Clarification Answers | 16th August 24 | The Authority | All Tenderers |
| Tender Return | 27th August 24 17:00 | Tenderers | Defence Sourcing Portal |
| Tender Evaluation\* | 28th August to 2nd September 24 | The Authority | N/A |
| Notification of Award\* | 3rd September 24 | The Authority | All Tenderers |
| Standstill Period \* | 3rd September 24 – 13th September 24 | N/A | N/A |
| Contract award \* | 16th September 24 | The Authority | Winning Tenderer |
| \**Dates are indicative only and may change* | | | |

**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.

**DEFFORM 47 - Section C - Instructions on Preparing Tenders**

**DEFFORM 47**

**(Edn 03/24)**

**Construction of Tenders**

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP exVAT. Prices must be . A price breakdown 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 60 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.

**DEFFORM 47 - Section D - Tender Evaluation**

**DEFFORM 47**

**(Edn03/24)**

**Tender Evaluation**

D1. details how your Tender will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria.

D2. Negotiations do not apply to this tender process.

MEAT EVALUATION METHODOLOGY – WORKED EXAMPLE (Value For Money (VFM) INDEX)

Non-cost (quality/technical) score

**Tender cost**

1.1 This approach divides the non-cost (quality/technical) score by the tender cost to give a Price per Quality/Technical Point (PQTP). The tenderer with the highest PQTP will be awarded the contract.

1.2 Non-cost Score Quality/Technical/Social - The Maximum Final Non cost score available is 1000 (Max for Social Value- 100 (10%) Max for Technical – 900 (90%)). The bidder must have achieved the minimum compliance hurdle rate in the quality/technical evaluation. This is detailed at para 1.7.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **VFM Index** 1.4 Worked example  Tender | Tender Cost (in thousand ) | Non-cost (Technical/Quality)Score | Price per Quality Technical Point (PQTP) | Rank |
| Bidder A | 500k | 900 | £1.8 | 2 |
| Bidder B | 480.6k | 820 | £1.706 | 3 |
| Bidder C | 502k | 920 | £1.832 | 1 |
| Bidder D | 450k | 750 | £1.667 | 4 |

1.5 The low level award sub-criteria weightings for quality/technical are to be apportioned as follows:

Question 1: 20%

Question 2: 20%

Question 3: 25%

Question 4: 20%

Question 5: 15%

1.6 Social Value. There will be 1000 points available per question for the assessment of Social value prior to determining overall non cost score, with a minimum compliant score of 500.  Once both social value and technical have been determined, the weighting of the Maximum Final Non-Cost score is 90% quality/technical and 10% social forming 900 points and 100 points of the overall Non-cost score.

1.7 Evaluation of quality/technical/social (non-cost) – The highest possible Final Technical Score (FTS) is 1000 for question 1-4 and 1000 for social value (paragraph 4 below refers). This can be achieved, if, in the opinion of all the Evaluators, a Bidder has provided a response that warrants a score of 10 (Outstanding response - fully compliant, with some areas exceeding requirements) against all the quality/technical sub-criteria, as applied. A minimum compliance hurdle rate for the quality/technical marks will be set at 500 (or above) out of a possible 1000 for the technical questions, and 500 out of 1000 for the social value question. This compliancy hurdle is made up of requiring (before weighting) a score of at least 5 on all questions. Bidders who fail to achieve this target will automatically be excluded from the remainder of the evaluation process.

1.8 Tender Cost – For evaluation purposes the total value of all deliverables will be added ex VAT.

1.8.1 The evaluation for pricing will be the Non-Cost score divided by the total price. As a result, the lower the price, the better the PTQP.

1.8.2 Bidders are required to read and fully understand this methodology. Should a bidder require any further clarification, they are requested to contact the Authorities Comrcl team in the first instance prior to submission of their bid.

1.9 As stated above, the Contract award is then made based on the tenderer with the highest PQTP. A worked example is at DEFFORM 47, Section D3. 1.1

1.10 If the unlikely situation arises whereby 2 or more bids have the same PQTP, the award decision shall be based on the bidder with the highest non-cost score (If in budget) (paragraph 1.4 refers).

1.11. Evaluation of Quality and technical via the envelopes, will be based primarily on the production of method statements by the bidders. The purpose of the method statements is that they are a thematic way of helping the Authority evaluate the bidder’s approach to how they will deliver the Statement of Requirements (SOR). They are an important consideration in the tender evaluation as they will demonstrate the level of understanding and knowledge the contractor has of the tasks required by the SOR. Any responses that are unclear or unstructured may result in the Bidder receiving a lower score due to the difficulty for the evaluators to identify the information. Where the Bidder has additional information, such as certificates or annexes, to support their response then they should detail the location of this further evidence within the ROR.

1.12 The maximum response document size should not exceed the limits detailed below (font Arial 11pt):

Question 1: 1000 words

Question 2: 1500 words

Question 3: 2000 words

Question 4: 1000 words

Question 5: 500 words

Social Value: 1 A4 Side

These limits include any tables or words included within the attachment. The attachment should have a word count and be available in word, so the authority can check this word count. Any words over the wordcount will not be evaluated against. Links must not be inserted. Images/diagrams are to be kept to a minimum of 3 per question.

1.13 Terms and Conditions – The Standard Contracting Two (SC2) conditions will be applicable to this requirement. This will be a tender compliancy issue (i.e. PASS/FAIL). A bidder’s tender will be deemed to be non-compliant and therefore excluded from the remainder of the evaluation process if marked as a FAIL on this aspect.

1.14 Variant/Part Bids – It has been agreed that variant/part bids will not be accepted as part of the tendering process.

1.15 Assumptions and Dependencies will not be accepted as part of the bidding process. Any Assumptions or Dependencies submitted will be disregarded and failure for the bidder to accept this may result in compliancy failure. If any Assumptions are thought, these should be clarified within the CQ Period.

2.0 Evaluation Process

2.1 Bidders will be required to provide mandatory information as part of their tender response. Failure to provide this information will result in automatic exclusion from the process, see paragraph 3.1 below.

2.2 The quality/technical evaluation will be undertaken by the Authority’s Subject Matter Expert(s) (SME’s) without sight of any Tender Cost information. Technical/Quality includes, but is not restricted to, technical, delivery and quality aspects. Guidance for evaluators has been made available in order to assist them in their assessment and scoring of bidder responses. Following completion of any individual/independent technical/qualitative evaluations, the Technical Evaluation Team will meet (as a Moderation Panel), if required, to collate their individual scores to identify a final score for each ROR/Confidence Characteristic response. Where the individual evaluators’ scores differ, the Technical Evaluation Team will collectively discuss their individual evaluation findings/ scores to reach an agreed consensus score for each response to each ROR question. Should a consensus score not be agreed then the Chairperson of the Technical Evaluation Team’s decision will be final.

2.3 The Commercial evaluation will be undertaken by the UKSC Commercial team. Commercial includes, but is not restricted to, tender cost, risk and legal aspects.

2.4 On completion of the process, a combined evaluation may be undertaken by a Joint Evaluation Team (JET) to select the best Value for Money solution. This will include a final review of the scores, including the use of moderation and consensus where appropriate, and agreement on a recommendation to be presented to the Senior Responsible Officer. The over-riding principles governing the recommendation shall include, but not be limited to:

* Assurance that a quality service will be provided.
* Risk is minimised.
* The proposal is affordable and represents best Value for Money.

2.5 A bidder’s ability or inability to meet these principles will be reflected in their overall evaluation score and ultimately impacts on whether the JET recommends them to be awarded a Contract.

2.6 Prior to contract award, the authority may request to visit the supplier for assurance that what has been provided in the bid is what will be provided. If on visitation, it is deemed that any information submitted at tender stage is false, that supplier may be withdrawn from the competition.

3.0 Evaluation Phases

3.1 The ITT evaluation phases for this requirement will be as follows:

Phase 1 – Compliance Check. Upon receipt of the ITT responses, only those Potential Providers who meet the minimum standards of capability and capacity at the SAQ stage will be selected to proceed to the next stage of the Commercial Process and evaluation of the submitted ITT’s. Tenders will then be checked for completeness and compliance in accordance with the instructions issued in the Invitation to Tender. Should a bidder not provide a response to any of the requirements, or alternatively provide a detailed justification as to why a response cannot be given, the Authority reserves the right to either exclude the bidder from the evaluation process or, at its discretion, seek clarification. In the case of the latter, a failure by the bidder to provide a satisfactory response within the deadline specified in the request for clarification will result in disqualification from the evaluation process.

Phase 2 – Mandatory Requirements. A nil response to any of the mandatory requirements will result in automatic disqualification from the evaluation process.

Phase 3 – Compliance with Terms and Conditions. Refer to 1.9 above.

Phase 4 – Technical/Quality Evaluation. Refer to 1.3 and 2.2 above.

Phase 5 – Commercial Evaluation. Refer to 1.4 and 2.3 above.

Phase 6 – JET Meeting. Refer to 2.4 above.

Phase 7 – Evaluation Report and Recommendation. Refer to 3.2 below.

Phase 8 – Approvals. Refer to 2.4 and 2.5 above and 3.2 below.

3.2 A full Evaluation Report will be produced for this procurement exercise. This report shall document the reasons why, where applicable, a tender is deemed successful/unsuccessful.

4.0 Scoring and Weighting Methodology

4.1 It is intended to adopt the following scoring and weighting methodology (technical/quality) for this procurement



N.B. 1. The allocation of ½ marks will not be permitted.

2. Failure to provide a response to a question and/or a score of zero (0), will result in automatic exclusion from the process (paragraph 3.1).

**DEFFORM 47 - Section E - Instructions on Submitting Tenders**

**DEFFORM 47**

**(Edn 03/24)**

**Submission of your Tender**

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by 27h August 24. 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

E2. Your priced Tender and priced ITT Documentation must only be submitted to the commercial envelope of the DSP ITT. You must ensure that there are no prices present in the technical or qualification (if applicable) envelopes of the DSP ITT. The Authority has the right to request, at its discretion, that any pricing information found in the technical or qualification (if applicable) envelopes 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 technical or qualification (if applicable) envelopes, 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 or 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 or 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. Lots do not apply to this requirement.

**Variant Bids**

E8. Variant bids will not be accepted.

**Samples**

E9. Samples are not required.

**DEFFORM 47 - Section F - Conditions of Tendering**

**DEFFORM 47**

**(Edn03/24)**

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 their 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 effective when both parties sign the Contract. The Contract will be issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C3.

***Conforming to the Law***

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

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

***Bid Rigging and Other Illegal Practices***

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

***Conflicts of Interest***

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

· devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;

· enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;

· enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;

· canvass the Authority or any employees or agents of the Authority in relation to this procurement; or

· attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have provided advice to 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, arises or may arise or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual, potential or perceived 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 at 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:

k. the manner of operation and management;

l. roles and responsibilities;

m. standards for integrity and fair dealing;

n. levels of access to and protection of competitors’ sensitive information and Government Furnished Information;

o. confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);

p. the Authority’s rights of audit; and

q. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no Conflicts of Interest exist between the Tenderer and their advisers, and the Authority and its advisers. Any Tenderer who fails to comply with the requirements described at paragraphs F7 to F10 (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 Tenderer’s documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any Sensitive Information in the 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 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 must attach the relevant information with the tender submission.

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.

***Russian and Belarusian Suppliers, Products and Services***

F20. Except as set out in [PPN 01/22](https://www.gov.uk/government/publications/procurement-policy-note-0122-contracts-with-suppliers-from-russia-and-belarus), the Authority will not be accepting Tenders that:

r. contain any Russian / Belarusian products and/or services; and/or

s. are linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian / Belarusian person or entity. Please note that this does not include companies:

1. registered in the UK or in a country with which the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement; and/or

2. which have significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement.

F21. Tenderers must confirm in writing that their Tender, including any element that may be provided by any part of the Contractor’s supply chain, does not contain any Russian / Belarusian products and/or services.

F22. Tenderers must include provisions equivalent to those set out in this clause in all relevant Sub-Contracting Arrangements.

***Specific Conditions of Tendering***

F23. N/A