

**Ministry of Defence
Invitation to Tender (ITT)
Less Complex Requirements
(Competitive)**

To:	ITT Reference No: FLEET/00682 ITT Issue Date: 17/04/2018 Due for return by (Due Date): 17/05/2018
Provision of Preventative Maintenance Calibration and Support to Zwick Model 1474 Universal Testing Machine for 5 Years	MOD Commercial FLEET-COMM Address: 3rd Floor, Room 303, Building 1/080, Jago Road, Portsmouth, PO1 3LU MOD Commercial Officer: J Hoare Tel No: 02392 720753 Email: defcomrclcc-navy 29@mod.uk

This ITT consists of:

1. Invitation to Tender – Less Complex Requirements - Competitive Procurement (this document).
2. Annex A - Offer.
3. Annex B - Tender Evaluation Criteria.
4. Special Notices and Instructions to Tenderers (DEFFORM 47R (SC1A)).
5. Purchase Order
6. Statement of Requirements.
7. MOD Terms and Conditions for Less Complex Requirements.
8. DEFFORM 28 - Tender Return Label.
9. DEFFORM 68 (see Clause 9 of Terms and Conditions).
10. Cyber Risk Assessment RAR-RQ7S5SFH, accessible at <https://supplier-cyber-protection.service.gov.uk/>
11. Schedule of Requirements (Pricing Schedule)

The Tenderer must return:

1. Completed Annex A to this ITT, signed with an original signature (one copy).
2. Completed Purchase Order, signed with an original signature at Offer and Acceptance box A (two copies).
3. Completed Schedule of Requirements.

4. Written proposal identifying how you will meet the requirements (to be reviewed for Technical Evaluation in line with Statement of Requirement).
5. Confirmation of acceptance of Terms and Conditions (including payment through CP&F).
6. Copy of your Supplier Assurance Questionnaire in response to Cyber Risk Assessment (original submitted online).
7. DEFFORM 68.
8. Statement Relating to Good Standing.

Notices To Tenderer

Notices To Tenderers

1. You are invited to tender, in accordance with the following Conditions, for the supply of Deliverables detailed in the accompanying ITT Material. **The issue of an ITT is not a commitment by the Secretary of State for Defence - 'the Authority' - to place an order as a result of the tendering exercise or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance thereof, is a matter solely for the commercial judgement of your company. The Authority reserves the right to:**
 - a. undertake an iterative tendering process following receipt of the tender;
 - b. waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority;
 - c. seek clarification or documents in respect of a Tenderer's submission;
 - d. disqualify any Tenderer that does not submit a compliant tender in accordance with the instructions in this ITT;
 - e. disqualify any Tenderer that is guilty of serious misrepresentation in relation to its tender, expression of interest, the PQQ or the tender process;
 - f. withdraw this ITT at any time, or to re-invite tenders on the same or any alternative basis;
 - g. choose not to award any Contract as a result of the current procurement process; and / or
 - h. make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

Publicity Announcement

2. Tenderers are advised that the MOD may wish to publicise the award of the Contract for the requirement described in the Schedule of Requirements in the attached Purchase Order.
3. Any Tenderer who wishes to make a similar announcement, either coincident with or subsequent to the MOD's announcement, should contact the Authority's Representative (Commercial Officer) named in the Purchase Order. The content of any announcement a successful Tenderer may wish to make must be cleared in writing and in advance by the MOD Authority's Representative (Commercial Officer) named in the Purchase Order who shall liaise with the MOD Security branch responsible for clearance of publicity material for open publication.

4. If the notice inviting tenders was advertised in Contracts Finder, the MOD will publish the following information on the Contract awarded unless the MOD decides that there are specific and valid reasons for not doing so:

- a. Contractor's Name;
- b. Nature of the Deliverables to be supplied;
- c. Award criteria;
- d. Rationale for Contract award;
- e. Total price of the Contract awarded.

5. Under no circumstances should a successful Tenderer(s) confirm to any third party the fact of their acceptance of an offer of Contract prior to informing the MOD of their acceptance, and / or ahead of the MOD's announcement of the award of Contract.

Codes of Practice

6. The attention of Tenderers is drawn to the agreements that have been reached by the MOD / Industry Commercial Policy Group (CPG) on Codes of Practice. The Codes of Practice are intended to demonstrate a commitment by the MOD and its suppliers to the establishment of better working relationships in the supply chain, based upon openness and trust. The opportunity also exists for Tenderers to advertise any subcontracts valued at over £10,000 in the Defence Contracts Online and further details can be obtained directly from:

BiP Solutions Ltd

Web address: 'www.contracts.mod.uk'

Tel No: 0141 270 7329

Submission of Tender

7. Tenderers must:

- a. Sign and date Part A (but not Part C) ("Effective date") of the Offer and Acceptance box on both copies of the Purchase Order and return them both as part of their tender. The Terms and Conditions are to be kept by the Tenderer for their records.
- b. Complete the Consignor Box with the name and address of the Consignor where the MOD stipulates that the Deliverables will be transported by the MOD (as defined in the Purchase Order under the Transport Instructions box);
- c. Complete the Schedule to the Purchase Order by populating the Delivery Date column (if stated to do so), the Firm Price (£) Ex VAT sub columns (Per Item and Total inc. packing), finally completing the Total Firm Price at the bottom of the Schedule.
- d. Sign and return one copy of the tender form, at Annex A to this Invitation to tender – Less Complex Requirements – Competitive Procurement, as part of their tender.
- e. Provide any further information requested in this Invitation to Tender.

8. Your tender is to be submitted in the English language, in a sealed package (e.g. envelope / box), bearing the enclosed label (DEFFORM 28) to the address shown thereon, for receipt no later than the date and time stated above. The outer packaging must clearly distinguish between commercial and technical tenders. For health and safety reasons no individual package should weigh more than 11 kilos.

9. **The envelope bearing the DEFFORM 28 label will not be opened until the date and time shown (the tender return date).** The Authority cannot undertake to give consideration to any tender submitted in a different manner (for example, by telephone, facsimile or email) or any tender not received on time. Where the Tenderer is required to provide electronic copies of tenders, these must be provided with the tender(s) to the Tender Board.

10. Any request for an extension of the period for tendering must be received at least four (4) Business Days before the tender return date. Any extension will be at the sole discretion of the Authority and if granted will be granted to all Tenderers. Correspondence connected with your tender which requires attention before the tender return date, or communications stating that no tender will be submitted, should be sent in a separate envelope bearing no external reference to the ITT Reference No. or return date, addressed to the Authority's Representative (Commercial) as stated above. **This procedure is designed to preserve equity between Tenderers by ensuring that no premature disclosure of tender details can take place.**

11. **No useful purpose is served by enquiring about the result of this ITT.** Tenderers will be notified of the Authority's decision as early as possible.

Formation of Contract

12. Once the evaluation process has been completed, the Tenderers will be notified of the outcome of the competition and the name of the successful Tenderer. The Authority's Representative (Commercial) stipulated on the Purchase Order will accept the successful tender by signing and dating Part B of the Offer and Acceptance box of the Purchase Order and dating Part C to signify the Effective Date i.e. the date of the Contract. The Effective Date shall be no earlier than the date of acceptance of the tender and shall allow a reasonable time for the acceptance to be communicated to the Contractor. One copy of the completed Purchase Order will then be returned to the Contractor to be attached to their copy of the Terms and Conditions.

Instruction to Tenderers

1. **Small and Medium-sized Enterprises** The MOD is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its aspiration that 25% of spend, direct and through the supply chain, goes to SMEs by 2015. A key aspect of this is ensuring that its suppliers and any suppliers within the supply chain are paid promptly. All suppliers to the Department are encouraged to make their own commitment and register with the Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>. Suppliers are also encouraged to work with the Department to support the wider SME initiative. The link below to the Cabinet Office website provides information on the Government's Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative. <http://www.cabinetoffice.gov.uk/content/crown-representative-smes-stephen-allott>

2. **Price** In order to facilitate the comparison of tenders, the prices quoted for the Deliverables and Packaging must reflect the terms of the Purchase Order and be set out in strict accordance with the requirements of the Schedule to Purchase Order.

3. **Orders for Parts of the Tender** The Authority reserves the right, **unless the Tenderer expressly states that parts of the tender may not be accepted separately in their tender**, to order some or all of the Deliverables stated in the Schedule to the Purchase Order.

4. **Alternative Conditions** The Tenderer shall comply with the notices and instructions set out in this ITT and submit a tender compliant with the MOD Terms and Conditions for Less Complex Requirements. Any offer made subject to additional or alternative contractual conditions will not be considered and will be rejected on the grounds of those conditions alone.

5. Tender Evaluation The tender evaluation shall be carried out in accordance with the Evaluation Criteria stated in the ITT tender documentation. **The Authority can only evaluate those things stated in your tender.**

6. Alteration to Purchase Order Any alteration to the Purchase Order suggested by the Tenderer e.g. an alternative Delivery offer, should be effected by striking through the original entry and inserting the alternative adjacent to it. The Tenderer's attention is, however, drawn to paragraphs 3 to 5 above.

7. Completion of Tender

a. In the event of a Deliverable appearing more than once in the attached Schedule of Requirements, whether separately or as part of an assembly, the Tenderer is requested to quote on the basis of the total quantity for that Deliverable.

b. The Tenderer should ensure that their tender is clear and in a form which will allow the Authority to take copies for evaluation purposes.

8. Tenders for Selected Deliverables Tenders need not necessarily be for all the Deliverables listed in the Schedule to the Purchase Order. The words "No Tender" should be inserted in the price column against items for which no offer is made.

9. Bid costs You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

10. ITT Material

a. ITT Material means information (including for example, drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings, in whatever form or medium, patterns and samples) issued to you by the Authority or on its behalf, or to which you have been given access, for the purposes of responding to this ITT. ITT Material remains the property of the Authority or other owners and is released solely for the purpose of tendering. The Tenderer shall notify the Authority's Representative (Commercial Officer) without delay if any additional ITT Material is required for the purpose of tendering. The Tenderer shall be responsible for the safe custody and due return of ITT Material, and shall be responsible for all loss or damage sustained while in their care, and until re-delivered to the Authority.

b. **Return of ITT Material** In the event that a recipient of ITT Material decides not to participate in the submission of a tender, the ITT Material shall be returned to its place of issue without delay. If a tender is submitted to the Authority, the ITT Material may be retained by the Tenderer until the result of the competition is known. In the event that the Tenderer's bid is unsuccessful the ITT Material shall be returned to its place of issue without delay at the prospective Tenderers cost.

c. **Intellectual Property Rights in ITT Material** The Intellectual Property Rights in ITT Material may belong to the Authority or a third party. The ITT Material may only be used for the purpose of responding to this ITT and shall not be copied, or disclosed to anyone other than employees of the Tenderer involved in the preparation of the tender, without the prior written approval of the Authority. If the Tenderer discloses the ITT Material other than to employees involved in the tender preparation, or uses the ITT Material other than for the purpose of tendering, the Authority, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.

d. **Confidentiality Agreements** Some or all of the ITT Material issued in connection

with this ITT may already be the subject of Confidentiality Agreements. The provisions of such agreements are in addition to, and not in substitution for, any obligations arising from receipt of or access to ITT Material under the terms of this ITT, and the provisions of sub-paragraphs 10.a - c above.

11. Samples

a. Where it is indicated in Annex B that samples may be required for evaluation, the Tenderer must be prepared to submit them without charge. Samples should be clearly

labelled with the following particulars:

- (1) The Tenderer's name and address.
- (2) The ITT Reference Number and tender return date.
- (3) Description and Item Number as shown in the Schedule to the Purchase Order.

b. **The Authority shall retain all samples for twelve (12) months.** After this period the Authority shall destroy the samples unless you specifically state you require their return. The sample of any subsequent contracts shall be kept indefinitely.

12. Notification of Inventions etc.

a. The Tenderer acknowledges that their prices shall include the use of any intellectual property rights which they own or control to the extent that their use is required for the performance of any resultant Contract. The Tenderer also acknowledges that their prices include subsequent use by the Authority of anything delivered under the Contract.

b. In their tender the Tenderer shall notify the Authority of:

- (1) any invention or design the subject of patent or registered design rights (or application therefore) of which the Tenderer is aware, and;
- (2) any other restriction (including any export requirement or restriction) as to disclosure or use or obligation to make payments in respect of intellectual property (including technical information) to which the Tenderer is subject, and;
- (3) any allegation of infringement of intellectual property rights made against the Tenderer;

which pertains to or appears to be relevant to the performance of any resultant Contract or to subsequent use by the Authority of anything required to be done or delivered under any resultant Contract.

c. The Tenderer shall, at the request of the Authority, give the Authority particulars of every restriction and obligation referred to in sub-paragraph 12.b.(2). above.

d. If the information required under this Paragraph 12 has been provided previously, the Tenderer may satisfy these requirements by giving details of the previous notification.

13. The Montreal Protocol As a signatory to the Montreal Protocol on Substances that deplete the Ozone Layer, Her Majesty's Government is committed to the reduction of the production and consumption of those substances controlled under the Protocol. The Tenderer

must therefore state whether their response will involve the use of any or all of the substances outlined in Regulation (EC) No 2037/2000 of the European Parliament and of the Council of 29 June 2000 on substances that deplete the ozone layer. A full version of the regulations including the comprehensive list of controlled substances can be found at:

http://ozone.unep.org/new_site/en/montreal_protocol.php

The Tenderer must also provide full details of that use, including where this relates to packaging) or submit a "NIL RETURN".

14. Hazardous Deliverables and Substances It is a condition of this ITT that where the ITT calls for, or the Tenderer proposes, the use of Hazardous Deliverables or substances, the Tenderer shall provide with his tender a completed Safety Data Sheet in accordance with Clause 17 of the Terms and Conditions. Failure to comply fully with this condition may result in the tender being deemed non-compliant thus rendering it ineligible for further consideration by the Authority.

15. Elimination Of Asbestos It is a condition of this ITT that the Deliverables shall not incorporate asbestos of any kind. The Tenderer will confirm this by signing and returning the tender form at Annex A to this ITT as part of their tender.

16. Transparency, Freedom of Information and Environmental Information Regulations

a. Tenderers should be aware that, if they are to be awarded the Contract, the content of the Contract may be published by the MOD to the general public in line with government policy set out in the Prime Minister's letter of May 2010 (<https://www.gov.uk/government/policies/improving-the-transparency-and-accountability-of-government-and-its-services>).

b. Before publishing the Contract, the MOD will redact any information which would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

c. The FOIA and the EIR provide a more general statutory right of access to information held by or on behalf of public authorities, including information provided by third parties such as suppliers. This right of access is subject to a number of exemptions, including confidential information and commercially sensitive information. Further details of MOD policy on FOIA and EIR can be found on the Acquisition Operating Framework (<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm> click on "Commercial Toolkit" then "MOD Commercial Management" then "Freedom of Information").

d. In order to assist the MOD in applying the exemptions in the FOIA and the EIR, Tenderers should complete the appropriate Tenderer's Commercially Sensitive Information box in the Purchase Order, explaining which parts of their tender they consider to be sensitive or confidential. Tenderers are also requested to include in the box the details of a named individual who may be contacted with regard to this information.

e. Tenderers should note that, while their views will be taken into consideration, the ultimate decision whether to publish or disclose information provided to the MOD lies with the MOD. Tenderers are advised to give as much detail as possible on the Form. It is highly unlikely that a contract will be exempt from disclosure in its entirety. Should the MOD decide to publish or disclose information against the wishes of a Tenderer,

the Tenderer will be given prior notification.

17. Consultation with Credit Reference Agencies The Authority may consult credit reference agencies to assess the creditworthiness of a Tenderer. Information on creditworthiness may be used by the MOD to support and influence decisions to enter into business with a Tenderer.

18. Conflicts of Interest

a. MOD policy states that it is sometimes in the MOD's wider business interests to allow suppliers to operate on both the client and supply side. Conflicts of Interest (Col) can occur outside of direct commercial relationships between the MOD and its suppliers and therefore all personnel involved in acquisition (both Authority and Tenderer) should be familiar with the Conflicts of Interest Commercial Policy Statement (CPS).

b. Accordingly, Tenderers shall notify immediately the Authority of any current or potential Col relating to the requirement and shall give particulars of every instance.

c. Where the Authority permits the Tenderer or any entity within the Tenderer's potential supply chain or any entity providing advisory services to the Tenderer or its potential supply chain to work on both the client and supply side, the Contractor shall, as a legally binding agreement or Condition of Contract, be required to:

(1) Adopt a formally agreed, legally binding, Compliance Regime (CR) between the Authority and the Contractor. This shall include but not be limited to:

(a) 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 / Non-Disclosure Agreements (NDA's)(e.g. DEFFORM 702);

(f) The Authority rights of audit;

(g) Physical and Managerial separation.

(2) Identify potential or actual Conflicts of Interest;

(3) Investigate breaches.

19. Canvassing Any Tenderer who directly or indirectly seeks to persuade any officer, member, employee, or agent of the MOD concerning this procurement except by responding to this ITT or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent of the MOD concerning any other Tenderer, tender or proposed tender concerning this procurement before the end of the selection process will be disqualified from consideration for this procurement.

20. Collusive Behaviour The Tenderer's attention is drawn to the requirements of the

Competition Act 1998, Part 1. Any Tenderer found to have been part of a 'Concerted Practice' or 'Agreement', the purpose of which was to prevent, restrict or distort competition, shall be disqualified from consideration from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or criminal liability which the conduct of the Tenderer may attract.

21. Bribery Any Tenderer who offers to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done, any act or omission concerning this tender shall be disqualified. Disqualification will be without prejudice to any civil remedy available to the Authority or criminal liability which the conduct of the Tenderer may attract.

22. Authority Remedies for Breach of Contract Tenderers should be aware of the contractual remedies set out at clause 17 of the Terms and Conditions of the Contract which may apply in the event of a breach of contract by the Contractor. Damages for breach of contract are not limited under the Contract. However Tenderers should also note under Clause 17 that in exercising its rights and remedies under the Contract the Authority must act in a reasonable and proportionate manner having regard to the nature and consequences of the breach of contract. If Tenderers are unsure about the potential liability under the Contract, they should seek advice as appropriate.

23. Confidential Information. 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 and related aspects of good procurement practice.

For these purposes, the Authority may share within Government any of the Contractor's documentation / Information (including any that the Contractor considers to be confidential and / or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. The Information will not be disclosed outside Government. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A and consent to these terms as part of the competition process.

24. Cyber Essentials Accreditation For all new requirements advertised from 1st January 2016 which entail the transfer of MOD identifiable information from customer to supplier or the generation of information by a supplier specifically in support of the MOD contract, MOD will require suppliers to have a Cyber Essentials certificate by the contract start date at the latest, and for it to be renewed annually. This requirement must be flowed down the supply chain.

In this context 'information' means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract.

Please notify the Authority as soon as you become aware of any issues with Supply Chain ability to comply with Cyber Essentials.

THE TENDERER MUST SIGN AND RETURN ONE COPY OF SC1A ITT Comp (Annex A) WITH THEIR TENDER

Ministry of Defence

TENDER**To the Secretary of State for Defence (hereinafter called "the Authority")**

The undersigned Tenderer having read the Invitation to Tender – Less Complex Requirements – Competitive Procurement and accompanying Conditions of Contract, offers to supply the Deliverables (to the extent which the Authority may determine in ordering the Deliverables) at the price or prices and at the time or times stated and in accordance with any drawings and / or specifications stated in the Purchase Order and subject the above mentioned MOD Terms and Conditions.

The following additional information is provided:

Notification of Inventions	
Please state below details invention or design, other restriction and any allegation of infringement specified in Paragraph 12.b and 12.d (continue on a separate sheet if necessary).	
The Montreal Protocol	
Please state below details of the use of substances specified in Paragraph 13, or state "NIL RETURN" (continue on a separate sheet if necessary).	
Asbestos	
By signing this Offer, the Contractor confirms that the Deliverables do not incorporate asbestos as specified in Paragraph 15	
Premises where Contract will be performed (if applicable)	
The Deliverables, or any part of them supplied under this Contract resulting from this tender will be manufactured and or bought in from premises detailed below:	
Value of Tender (excluding VAT)	
Total cost of Deliverables, including packaging, required computed at the Tenderer's quoted price	£
Total value of tender (to be repeated below in WORDS)	£
(WORDS:)	
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))	£
Transparency	
Should the Tenderer be awarded a Contract resulting from this tender, it understands that the Authority may publish the content of the Contract to the general public. The Commercially Sensitive Information which forms part of the Purchase Order is completed to assist the Authority in applying the appropriate exemptions in the FOIA and the EIR.	
1. We certify that the offer made in connection with the above tender 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:	
a. the offered price has not been divulged to any third party person,	
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	

ANNEX B
SC1A ITT Ref No FLEET/00682

This section details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

The Tender Evaluation will be on the basis of:

Most Economically Advantageous Tender (MEAT) with a split of 60%/40% between Technical/Financial.

Mandatory Criteria:		
Completed DEFFORM 47 Annex A (Offer)		Pass / Fail
Acceptance of all Terms & Conditions		Pass / Fail
Minimum Technical Requirements met (including satisfactory demonstration)		Pass / Fail
Total price is within budget		Pass / Fail
Failure to meet the Mandatory Criteria will result in your tender being non-compliant.		
Criterion Scores*:		
Each individual criterion will be evaluated against the following scoring mechanism.		
0	Not Answered	Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.
1	Poor	The response addresses some of the elements of the requirement but does not fully detail or explain how the requirement will be fulfilled.
2	Partially Acceptable	The response addresses half of the elements of the requirement but contains insufficient / limited detail or explanation how the requirement will be fulfilled.
3	Acceptable	The response addresses the majority of the elements of the requirement but does not fully detail or explain how the requirement will be fulfilled.
4	Good	The response is sufficiently detailed and demonstrates a good understanding and provides details of how the requirements will be fulfilled.
5	Excellent	The response is comprehensive, unambiguous and demonstrates a thorough understanding of requirement and provides details of how the requirement will be met in full.

*Where the Tender Evaluation is made on the basis of MEAT the Evaluation Criteria below shall be scored using the Criterion Scores in the above table. Where an alternative Marking Scheme is attached, it takes precedence over the above.

The evaluation is out of 100 (as this represents 100% of the total score) and the split is 60/40 technical/financial. A score of 60 is allocated to the best technically compliant tender and the technical scores of the other tenders are calculated using a percentage (%) difference method. A score of 40 is allocated to the lowest price and a score is calculated for the price on the remaining tenders using a percentage (%) difference method.

Technical Evaluation Criteria: FLEET/00682

Number	Questions	Score (0-5)
1	To what extent does the Tenderer's proposal satisfy the criteria in the Statement of Requirement (SOR) – Service, Support and Calibration of the Two Load Cells and Three Extensometers for the Zwick Universal Testing Machine and Maintenance checks for 1710 NAS for 5 years	
2	Is the Contractor certified by the Government United Kingdom Accreditation Service (UKAS)	
3	Does the proposal meet the requirement for the annual calibration to be carried out two load cells and three extensometers for the Zwick Universal Testing Machine detailed in the SOR (2.a.& b.)	
4	Does the proposal meet the requirement for annual alignment verification to ASTM -1012 per SOR 3.	
5	Does the proposal confirm that one visit per annum will be made to carry out preventative maintenance on the ZWICK 1474 machine per SOR.	
6	Does the proposal confirm that emergency call-out repair service with a response of 48 hours/2 days to attend in normal working hours will be made (including labour and travel) per SOR 6.	
7	Does the proposal confirm that telephone helpline support will be given during normal office hours per SOR 7.	
8	Has a copy of company's Health & Safety policy been included along with a history of the company's safety performance	
	Total Technical Marks (potential 40 total)	

Any score below a 4 (Good) in the evaluation will result in the tender being considered technically non-compliant.

Overall Scoring Example:

Technical Question	Tender 1 Score	Tender 2 Score	Tender 3 Score	Tender 4 Score
1	5	5	5	4
2	5	5	4	4
3	5	2	5	4
Total	15	12	14	12
Technical %	60	Fail	55.80	45

Total Price	20,000	15,000	22,000	10,000
Financial %	20	26.80	Fail	40

Total %	80	Fail	Fail	85
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Commercial	Pass	Pass	Fail	Pass
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Tender 2 rejected as non-compliant as it did not meet the mandated minimum Technical score on each question.

Tender 3 rejected as non-compliant as it did not meet the mandatory Commercial criteria as Terms and Conditions were not accepted and price was more that available budget.

Tender 4 is the Winning Tender, as it had the highest combined Technical/Financial score and met all mandatory commercial, financial and technical requirements.

Commercial Compliance

The Commercial evaluation will consider if everything requested in the ITT cover letter has been provided, in order to be considered commercially compliant, including;

- * The total price quoted is within the approved budget.
- * DEFFORM 47 Annex A submitted with an original signature.
- * All other requested DEFFORMs/Statement of Good standing submitted.
- * Terms & conditions/delivery date accepted.
- * Schedule of Requirements indicating yearly pricing submitted.
- * Supplier Assurance Questionnaire has been completed against Cyber Risk Assessment.

Invitation to Tender

Standardised Contracting Template 1 - Special Notices and Instructions to Tenderers

1. The contents of this Invitation to Tender must not be disclosed to un-authorised persons and must be used only for the purposes of tendering.
2. In addition to the Notices and Instructions specified elsewhere in the Invitation to Tender (ITT) the following shall also apply:

A Cyber Risk Assessment has been raised for this requirement under Assessment number RAR-RQ7S5SFH. The associated Cyber Risk Profile is 'very low'.

All potential suppliers who submit a Tender must also complete a Supplier Assurance Questionnaire against this Cyber Risk Assessment. A Supplier Assurance Questionnaire can be completed online at <https://supplier-cyber-protection.service.gov.uk>.

Suppliers can register to view the Assessment and submit their Questionnaire at <https://supplier-cyber-protection.service.gov.uk/organisation/register>

Further guidance on the Cyber Risk process can be found at <https://www.gov.uk/government/collections/defence-cyber-protection-partnership> and in the Cyber Security Model Industry Buyer and Supplier Guide at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/669646/20171201_Cyber_Industry_Buyer_and_Supplier_Guide_FINAL_Dec_2017.pdf



Ministry of Defence

PURCHASE ORDER

Contract No: FLEET/00682

Contract Name: Preventive Maintenance, Calibration and Support to Zwick Model 1474 Universal Testing Machine for 5 Years

Dated:

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to £106,047).

Contractor	Quality Assurance Requirements (Clause 8)
Name: Registered Address: Address	AQAP 2130 DEF-STAN 05-61 PART 4
Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: Address:	Select method of transport of Deliverables To be Delivered by the Contactor <input checked="" type="checkbox"/> To be Collected by the Authority <input type="checkbox"/> [Special Instructions] Each consignment of the Deliverables shall be accompanied by a Delivery Note

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
<p>The Contractor shall be required to attend the following meetings:</p> <p>Subject:</p> <p>Frequency:</p> <p>Location:</p>	<p>The Contractor is required to submit the following Reports:</p> <p>Subject:</p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address:</p>
Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.aof.gov.uk/acquisition-operating-framework/content/tactical/toolkit/index.htm (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arcncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email:</p> <p>DESLCSLS-OpsFormsandPubs@mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>by the following date:</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW</p>

Appendix - Addresses and Other Information

1. Commercial Officer: Name: J Hoare

Address:

3rd Floor, Room 303, Building 1/080, Jago Road, Portsmouth, PO1 3LU

Email: DefComrcICC-Navy 29@mod.uk

☎ 02392 7 20753

2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available):Name: Kevin Mathers

Address: 1710 Naval Air Squadron, Unicorn Building PP88, Unicorn

Road, HM Naval Base, Portsmouth PO1 3GX

Email: navy1710nas-bm@mod.uk

☎ 02392 722614

3. Packaging Design Authority:

Organisation and point of contact: DES IMOC SCP TLS Packaging

MOD Abbey Wood, Bristol, BS34 8JH

Tel: +44(0)30 679 35353DESIMOCSCP-TLS-Pkg@mod.uk

(where no address is shown please contact the Project Team in Box 2)

☎

4. (a) Supply/Support Management Branch or Order Manager Branch/Name:☎
(b) U.I.N. N561**5. Drawings/Specifications are available from:****6. Intentionally Left Blank****7. Quality Assurance Representative:**

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]**8. Public Accounting Authority:**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5394

9. Consignment Instructions:

The items are to be consigned as follows:

See Schedule of Requirement

10. Transport. The appropriate Ministry of Defence Transport Offices are:A. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JHAir Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. **JSCS**JSCS Helpdesk ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com**11. The Invoice Paying Authority:**

Ministry of Defence

☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website**is:**<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>**12. Forms and Documentation are available through*:**Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site

Lower Arcott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-OpFormsandPubs@mod.uk*** NOTE**1. Many **DEFCONs** and **DEFFORMs** can be obtained from the
MOD Internet Site:<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>2. If the required forms or documentation are not available on the MOD Intranet site requests should be submitted through the Commercial Officer named in Section 1.

Contractor's Commercially Sensitive Information (Clause 4). Not to be Published	
Description of Contractor's Commercially Sensitive Information:	
Cross reference to location of sensitive information:	
Explanation of Sensitivity:	
Details of potential harm resulting from disclosure:	
Period of Confidence (if Applicable):	
Contact Details for Transparency / Freedom of Information matters:	
Name:	
Position:	
Address:	
Telephone Number:	
E-Mail Address:	

Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for _____ days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (up to £106,047)</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of the Contractor:</p> <p>Authorised Signatory</p> <p>Date:</p>	<p>B) Acceptance</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of the Authority:</p> <p>Authorised Signatory</p> <p>Date:</p>
C) Effective Date of Contract:	

**STATEMENT OF REQUIREMENT FOR SERVICE, SUPPORT AND CALIBRATION
OF THE TWO LOAD CELLS AND THREE EXTENSOMETERS FOR THE ZWICK
UNIVERSAL TESTING MACHINE AND THE PREVENTATIVE MAINTENANCE
CHECKS OF THE WHOLE FOR 1710 NAS**

Requirement is for a five year calibration and maintenance support contract for Zwick 1474 universal testing machine Serial No 95357.

Following each visit a certificate will be issued detailing the work carried out and where applicable, calibration certificates.

Level of cover.

1. The contract will be for a period of 5 years.
2. The contract will enable the annual calibration to be carried out of two load cells and three extensometers fitted to the Zwick 1474 Universal Testing Machine Serial No 95357:
 - a. The two load cells (100kN Serial No B51473 and 5kN Serial No 34230026) will be calibrated in accordance with the latest version of BS EN ISO 7500-1 by a UKAS accredited calibration organisation.
 - b. The three extensometers (axial 10 mm clip on Serial No 1474/1; axial 50 mm clip on Serial No 89444; axial macro, Model No BO66550, Serial No 167368/05) will be calibrated in accordance with the latest version of BS EN ISO 9513 by a UKAS accredited calibration organisation.
3. Annual alignment verification to ASTM-1012.
4. The contract will cover one visit per annum to carry out preventative maintenance on the Zwick 1474 machine.
5. The contract will not cover parts needing to be replaced or software upgrades.
6. The contract shall include emergency call-out repair service with a response of 48 hours ie 2 working days to attend in normal working hours (Mon – Fri 0800-1700) to include labour and travel.
7. Telephone helpline support during normal office hours (Mon – Fri 0800- 1700).