



Ministry
of Defence

Boats Commercial

Ash 2A #3203
MOD Abbey Wood
Bristol BS34 8JH

See distribution list

Your Reference:
Our Reference:
703821450_BOATS_0009
Date: 5th October 2022

Dear Sir/Madam

Invitation To Tender (ITT) Reference No. 703821450_BOATS/0009 - Improvement Contract for Training Vessel (TV) Tristram

1. You are invited to tender for BOATS_0009 - Improvement Contract for Training Vessel (TV) Tristram in competition in accordance with the attached documentation.
2. The requirement is for the Training Vessel (TV) Sir Tristram to undergo a number of improvements to a specified set of requirements to it out of service to 2026. TV Tristram is now a training vessel used predominantly to simulate real life scenarios at sea. The vessel is moored in Portland Harbour, Dorset, UK and is not subject to the normal loads and strains of a sea going vessel.
3. The anticipated date for the Contract award decision is December 2022, please note that this is an indicative date and may change.
4. You must submit your Tender to the Defence Sourcing Portal by 10:00 on Tuesday 15th November 2022 (Greenwich Mean Time).

Yours faithfully

Electronic signature



Boats – Commercial Officer

Distribution List

Harland & Wolff (Belfast) Ltd
Queens Island
Belfast
Antrim
BT3 9DU
Attn: [REDACTED]

UK Docks Marine Services Ltd
River Drive
South Shields
Tyne and Wear
NE33 1LH
Attn: [REDACTED]

**Invitation To Tender for
703821450 - BOATS/0009 - Improvement
Contract for Training Vessel (TV) Tristram**

Contents

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

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Tender. The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
 - Section A – Introduction Page 3
 - Section B – Key Tendering Activities Page 8
 - Section C – Instructions on Preparing Tenders Page 10
 - Section D – Tender Evaluation Page 11
 - Section E – Instructions on Submitting Tenders Page 12
 - Section F – Conditions of Tendering Page 14
 - DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1
 - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
- DEFFORM 47 Annex B – Tender Deliverables
- DEFFORM 47 Annex C - DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions (SC2 Schedule 10)
- DEFFORM 47 Annex D - DEFFORM 539A – Tenderer's Sensitive Information (SC2 Schedule 5)
- DEFFORM 47 Annex E - DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement (SC2 Schedule 6)
- DEFFORM 47 Annex F – Schedule of Requirements (SC2 Schedule 2)
- DEFFORM 47 Annex G - Timber and Wood -Derived Products Supplied under the Contract (SC2 Schedule 7)
- Contract Documents (As per the contents table in the Terms and Conditions)
 - 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

Section A – Introduction

DEFFORM 47 Definitions

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

A1. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.

A2. "Compliance Regime" is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.

A3. "Conditions of Tendering" means the conditions set out in this DEFFORM 47 that govern the competition.

A4. A "Consortium Arrangement" means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.

A5. "Contract" means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.

A6. "Contract Terms & Conditions" means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.

A7. "Contractor Deliverables" means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.

A8. "Cyber Security Model" means the model defined in DEFCON 658.

A9. "Defence Sourcing Portal" means the electronic platform in which Tenders are submitted to the Authority.

A10. "Government Furnished Information" means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.

A11. "ITT Documentation" means this ITT and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this ITT.

A12. "ITT Material" means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.

A13. "Schedule of Requirements" (Section 1 in Terms and Conditions, Schedule 2 in Standardised Contracting Template 2 (SC2)) means that part of the Contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or

carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A14. The "Statement of Requirement" Schedule 1 means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A15. A 'Sub-Contractor' means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

A16. A "Sub-Contracting Arrangement" means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

A17. A "Tender" is the offer that you are making to the Authority.

A18. "Tenderer" means the economic operator submitting a response to this Invitation to Tender. Where "you" is used this means an action on you the Tenderer.

A19. A "Third Party" is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

Purpose

A20. The purpose of this ITT is to invite you to submit a Tender, in accordance with the instructions set out in this ITT, to propose a solution and best price to meet the Authority's requirement. This documentation explains and sets out the:

- a. timetable for the next stages of the procurement;
- b. instructions, conditions and processes that governs this competition;
- c. information you must include in your Tender and the required format;
- d. administrative 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 / precedence.

A22. This Requirement was Advertised (Publication: FIND A TENDER; Publication Date: 19th May 2022) under the following reference 703821450.

A23. This procurement is in accordance with 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. Tenderers can be found on the Contract Bidders Notice as advertised on the DSP.

A26. Funding has been approved on 25-APR-2022.

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 any part of it 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 at 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 of 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 will be in addition to, and 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.