

[REDACTED]

DEFFORM 47 Edn 07/18



[REDACTED]
Situational Awareness Command and Control
Delivery Team (SACC DT)

[REDACTED] 

[REDACTED]@mod.gov.uk 

Defence Equipment & Support
YEW 3B #1345
MOD Abbey Wood
Bristol
BS34 8JH



Your Reference:

Our Reference: SACC/00047

Date: 02nd August 2018

Dear Sirs,

Invitation to Tender - Reference No. SACC/00047

1. You are invited to tender for the provision of 'Technical Support to the UK Link 16 Frequency Clearance Agreement (FCA)' in competition in accordance with the attached documentation.
2. The requirement is for the provision of 'Technical Support to the UK Link 16 Frequency Clearance Agreement (FCA)'
3. Funding has been approved for Line items 1, 2 and 3 and 4 of the Schedule of Requirements ONLY. Please note that OPTIONS 1, 2, 3 and 4 of the Schedule of Requirements are not funded at present; however, will be funded prior to the Authority's decision to either invoke the relevant Option or not. The budget is a F1 D requirement.
4. The anticipated date for the contract award decision is 25th October 2018, please note that this is an indicative date and may change.
5. You must submit your Tender to arrive no later than 10am Thursday 13th September 2018. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.
6. Please confirm receipt of this tender to the Commercial Officer stated in the above address.

Yours faithfully,

[REDACTED]
DES SACC-Comrcl-2a1

Invitation to Tender for;

The provision of Technical Support to the UK Link 16
Frequency Clearance Agreement (FCA)

Tender Reference: SACC/00047

Document Control

Version	Date	Comments
1.0	02/08/2018	Invitation to Tender (ITT) Issued to the List of Suppliers Invited to Submit a Tender for ITT No: SACC/00047 identified in the table below.

List of Suppliers Invited to Submit a Tender for ITT No: SACC/00047

Supplier Name	Supplier Address and Phone Number	Supplier Point of Contact
Abbott Risk Consulting Ltd	78 St Vincent Street Glasgow Lanarkshire G2 5UB [REDACTED]	[REDACTED]
JCSys Ltd	Unit 7, The Clifton Centre Spring Lane South Malvern WR14 1BJ [REDACTED]	[REDACTED]
Thales UK Limited	350 Longwater Avenue Green park Reading Berkshire RG2 6GF [REDACTED]	[REDACTED]
SyntheSys Systems Engineers Limited	Saint Hilda's Business Centre The Ropery Whitby North Yorkshire YO22 4ET [REDACTED]	[REDACTED]

Contents

This invitation consists of the following documentation:

- **DEFFORM 47 – Invitation to Tender.** The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
 - Section A – Introduction
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 - Purpose
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- SC2 Contractual Terms and Conditions
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 - Annex A to Schedule 1 – Additional Definitions of Contract iaw. Conditions 45 - 47 (Additional Conditions)
- Schedule 2 – Schedule of Requirements
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- Schedule 4 – Contract Change Process Procedure (i.a.w. clause 6.b)
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- Schedule 11 – Milestone Payment Plan
- Schedule 12 – AD-HOC Tasking Authorisation Form (TAF)
 - Annex A to Schedule 12 – List of Approved TAFs
- Schedule 13 – List of Ad-Hoc Tasking Rates / Travel and Subsistence Rates
- Schedule 14 – Government Furnished Assets
- Schedule 15 – Security Aspects Letter
- Schedule 16 – Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)
- Schedule 17 – Progress Meeting and Reporting Governance
- Schedule 18 – List of Key Personnel

Section A – Introduction

DEFFORM 47 Definitions

- A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as “the Authority”), acting as part of the Crown.
- A2. “Tenderer” means the economic operator or group of operators in the form of a consortium, including sub-contractors, who been invited to submit a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.
- A3. “Invitation to Tender” (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.
- A4. A “Tender” is the offer that you are making to the Authority.
- A5. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificate(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) and any associated technical data which the Contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
- A6. “Schedule of Requirements” 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.
- A7. The “Statement of Work” details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached at Schedule 9 to the Draft Contract.
- A8. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.
- A9. “Contract Conditions” means the attached conditions that will govern any resultant contract.
- A10. A “Third Party” is any person who is not an employee of the Tenderer as defined at A2.

Purpose

- A11. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority’s requirement. This documentation explains and sets out the:
- a. tender process and timetable for the next stages of the procurement;
 - b. instructions and conditions that govern this competition;
 - c. information you must include in your Tender and the required format;
 - d. administrative arrangements for the receipt and evaluation of Tenders; and
 - e. Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.
- A12. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.
- A13. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage, listed on page 2 of this DEFFORM 47.
- A14. The requirement will be advertised by the Authority in the DCO / Contract Finder with reference to the requirement for ‘Link 16 Frequency Clearance Agreement Technical Support (FCA)’ following the Restricted Procedure under the Defence & Security Public Contract Regulations 2011.

ITT Documentation and ITT Material

A15. ITT Documentation means 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. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. 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 A15.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 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 return 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'.

A16. 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 A15 above.

Tender Expenses

A17. 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.

Material Change of Control from Supplier Selection

A18. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

Contract Conditions

A19. Standardised Contract 2 (SC2) Conditions are attached.

Consultation with Credit Reference Agencies

A20. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

Supporting Information

A21. The Tenderers' attention is drawn to the following other information:

Clarification Process

A23. All parties are permitted to pose clarification questions for the purposes of understanding the Authority's requirement and this ITN/your proposal, as appropriate.

A24. All questions must be submitted to the Commercial Officers' email in Section B which will require the party raising the question to indicate a level of importance which will dictate the deadline for a response. All parties shall endeavour to respond within the requested period of time. If a party is unable to provide a response by the deadline, it will explain why and provide a date when a response will be given. Tenderers must not approach any other representative of the Authority during the competitive process to seek information or clarifications relating to this ITN/requirement outside of the formal clarification process. You must ensure all your clarification questions are submitted to the Authority by the date specified in Section B.

A25. The Authority will automatically share questions and answers raised by a Tenderer to all Tenderers, removing the names of those who have raised the questions and if necessary, solution specific or commercially sensitive information within the question. If you believe your question is solution specific or commercially sensitive and should not be disclosed to all Tenderers you must inform the Authority at the time the question is submitted with a justification to support your position. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers; however, the decision to disclose is at the Authority's sole discretion. If the Authority decides to disclose, you may decide to withdraw your question and forego receiving a response to the question.

A26. All clarification questions raised by Tenderers must be submitted to the named commercial officer in DEFFORM 111 by the date specified in Section B before the deadline for the formal submission of Tenders. The Authority will not respond to clarification questions raised after this date.

A28. Clarification questions raised by the Authority are more likely to be solution specific, but the Authority will assess whether a clarification question is relevant to all Tenderers or a specific Tenderer only. The Authority will endeavour to raise any clarification questions as early as possible post receipt of your Tender but reserves the right to raise questions throughout the Evaluation period. The Authority is not obliged to take your clarification response into account when evaluating your bid where you have been unable to meet the deadline associated with the question (e.g. if this would prevent the Authority from completing Evaluation within the timeframe).

Section B – Key Tendering Activities

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

Stage	Date and Time	Initiated By	Submit to:
Issue of ITT	Thursday 02 nd August 2018	The Authority	To all Tenderers identified in the Tender Table on Page 2 of this DEFFORM 47
Final date for Clarification Questions / Requests for additional information	By 12:00 Midday on Thursday 16 th August 2018	Tenderers	[REDACTED]@mod.gov.uk Must be CC'd to [REDACTED]@mod.gov.uk
Final Date for Requests for Extension to return date ¹	By 12:00 Midday Thursday 23 rd August 2018	Tenderers	[REDACTED]@mod.gov.uk Must be CC'd to [REDACTED]@mod.gov.uk
The Authority issues Final Clarification Answers ²	By 17:00 on Thursday 23 rd August 2018	The Authority	All Tenderers ²
Tender Return	By 10:00 am on Thursday 13 th September 2018	Tenderers	The Tender Board; Defence Equipment and Support Commercial The Central Gatehouse MOD Abbey Wood South Bristol BS34 8JH Using DEFFORM 28 at Annex F
Tender Evaluation	Friday 14 th September 2018 – Wednesday 24 th October 2018	The Authority	N/A
Preferred Bidder/Unsuccessful Letters	Thursday 25 th October 2018	The Authority	All Tenderers
Contract Award	Wednesday 7 th November 2018	The Authority	Winning Tenderer

Notes

1. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.

2. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

C1. You must Tender for all the Contractor Deliverables listed in the attached Schedule of Requirements. The Authority reserves the right to reject your Tender where you have not tendered for all of the Contractor Deliverables.

Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Priced accompanied with price breakdowns against each line of the SoR your Tender must be split into Technical volume(s) and Commercial volume(s) and no pricing information should be included in the Technical volume.

C3. You must include all the evidence within your Tender requested within this DEFFORM 47 Failure to provide any of the evidence requested may render your tender non-compliant, at the Authority's discretion.

C4. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C5. In accordance with F3 your Tender must be valid / open for acceptance for 90 calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

Variant Bids

C6. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITT Documentation. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions

C7. The Authority cannot evaluate any Variant Bids during this competition.

Section D – Tender Evaluation

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

Tenderers are reminded that in accordance with paragraph C3 of the DEFFORM 47 the Authority reserves the right to consider a Tender non-compliant if it fails to provide any documentation required in response to this ITT.

Tender Evaluation

D1. The process the Authority will follow to evaluate your Tender and the full Evaluation Criteria and scoring methodology is explained below.

Evaluation Process

D2. Tenders will be subject to a full commercial evaluation as well as a technical and financial evaluation against the evaluation criteria at Annex E. A tender will be considered **Commercially Compliant** if it passes all of the Commercial Evaluation Criteria and achieves the threshold for the Technical Compliance Matrix as stated at Annex E to the DEFFORM 47.

D3. The evaluation will be undertaken by two discrete teams; one evaluating the Commercial and Financial proposal the other team evaluating the Technical proposal.

D4. The Technical Assessment team will objectively evaluate the Tenderers responses and supporting evidence using the confidence characteristics as identified in the Technical Compliance Matrix at Annex E. The Tenderer will be deemed technically non-compliant and will not receive a technical score where they do not meet the minimum score for each criterion **AND** the overall percentage score of **70%**.

D5. The commercial / financial and Technical reviews will be undertaken separately and in strict isolation.

Assumptions / Dependencies / Exclusions

D6. To aid the Authority's evaluation of the Tender, the Tenderer shall identify assumptions, dependencies and exclusions (if any) in a single table. If assumptions, dependencies or exclusions are placed throughout the Tender Bid, these shall be identified in the table with the correct associated reference point.

Consensus Panel

D7. The Lead Evaluators for the Technical proposal and the Commercial and Financial proposal will convene a consensus evaluation panel following the completion of the individual evaluation of the Tenderers response to each evaluation criteria in the Tenderers Tender response.

Compliance Matrices

D8. The Tenderers shall populate the Commercial Compliance Matrix Annex D of the DEFFORM 47 by completing the Compliant YES/NO column, responding specifically and fully, for each Serial, DEFCON and Schedule.

D9. To aid the Authority's assessment of the Tender, the Tenderer shall populate the Comments column in the Technical Evaluation Matrix at Annex E to the DEFFORM 47 to show either the relevant section and paragraph number or a hyperlink to where in your tender shows compliance with each of the Evaluation requirements.

Commercial Evaluation

D10. In addition to the response requirements set out in this, DEFFORM 47 and completion of the commercial compliance matrix as stated at paragraph D8. The commercial responses required and the corresponding evaluation criteria are identified in the table below

Question Title	Pass / Fail Criteria
<p>General Terms and Conditions</p> <p>Where not specified individually, the terms and conditions of the draft contract shall be evaluated by completion of the Commercial Compliance Matrix against the criteria stated herein.</p>	<p>Pass;</p> <p>The Tenderer has unconditionally agreed to the draft Contract terms and condition; inclusive of the Schedules attached to the Draft Terms and Conditions.</p> <p>Fail;</p> <p>The Tenderer has not provided unconditional acceptance to the draft Contract terms and conditions; and has annotated Conditions, DEFCONS and Schedules.</p>
<p>Limitation to the Contractor's Liability</p> <p>The Authority does not expect the Tenderer to propose any limit to the Contractor's liabilities under the Contract.</p>	<p>Pass;</p> <p>The Tenderer has not proposed any financial limitation to the Contractor's liability under the terms of the Contract; or</p> <p>If the Tenderer has proposed a financial limitation to the Contractor's liability under clause 3 of DEFCON 76, the limitation is on a per incident basis, and following a quantitative risk assessment by the Authority, the financial limit is judged not to present the Authority with a contingent liability. The Tenderer must provide the maximum layer of insurance the Tender holds against this risk.</p> <p>Fail;</p> <p>The Tenderer has proposed an aggregate financial limitation to the Contractor's liability under clause 3 of DEFCON 76; or</p> <p>The Tenderer has proposed a financial limitation to the Contractor's liability under clause 3 of DEFCON 76 on a per incident basis, but following a quantitative risk assessment by the Authority, the financial limit is judged to present the Authority with a contingent liability.</p>

<p>Key Personnel</p> <p>The Tenderer must populate Schedule 18 to the draft Contract with the roles that the Tenderer considers would be fundamental to the delivery of the Contract and the names of the individuals proposed to fulfil those roles, if the Tenderer is successful.</p> <p>The roles identified by the Tenderer need not necessarily be limited to management roles but could, for example, reflect the criticality of the skills or subject matter expertise provided by the role for a particular requirement of the Contract.</p>	<p>Pass;</p> <p>The Tenderer has submitted a completed Schedule 18 to the draft Contract that meets the principles set out in the question.</p> <p>Fail;</p> <p>The Tenderer has failed to submit a completed Schedule 18 to the draft Contract, or The Tenderer has submitted and Schedule 18; however, it fails to meet the principles set out in the question.</p>
<p>Milestone Payment Plan</p> <p>The Tenderer shall provide a Milestone Payment Plan for Line Item 1 and 2 of the Schedule of Requirement (SoR); the milestone payment plans shall be structured around the principles set out below:</p> <ul style="list-style-type: none"> a. There will be no more than one Milestone Payment per quarter. b. Payments shall be made quarterly in arrears for the service provided in the previous quarter (subject to any deductions) c. Each proposed payment is attached to a specific deliverable with objective and measurable payment criteria, and has a clear date defined for its completion. 	<p>Pass;</p> <p>The Tenderer has proposed a separate Milestone Payment Plan for Line Item 1 and 2 of the Schedule of Requirements that meet the principles set out in the question.</p> <p>Fail:</p> <p>The Tenderer has proposed a Milestone Payment Plan for Line Item, 1 and 2 of the Schedule of Requirements that does not meet the principles set out in the question.</p>
<p>Schedule of Requirements</p> <p>The Tenderer shall provide a Firm Price (ex VAT) for the following line items and OPTIONS on the Schedule of Requirements at Schedule 2 to the Draft Contract.</p> <ul style="list-style-type: none"> a. Line Item 1 – Contract Year 1 b. Line Item 2 – Contract Year 2 c. Option 1 – GFA Changeover d. Option 2 – Further duration of Contract e. Option 3 – Further duration of Contract f. Option 4 – GFE Shutdown and Relocation 	<p>Pass;</p> <p>The Tenderer has provided a FIRM Price for each Line Item identified in the Question.</p> <p>Fail:</p> <p>The Tenderer has not provided a FIRM Price for each Line Item identified in the Question.</p>

<p>Government Furnished Assets (GFA);</p> <p>The Authority will not be offering any further GFA in addition to that stated in Schedule 14 to the Draft Contract and believes that the GFA supplied in this Schedule is adequate for the delivery of the Contract/Requirement.</p> <p>The Tenderer shall thus NOT request any Further GFA in addition to that already stated in Schedule 14.</p>	<p>Pass;</p> <p>The Tenderer <u>HAS NOT</u> requested any further GFA to that identified in Schedule 14.</p> <p>Fail;</p> <p>The Tenderer <u>HAS</u> requested any further GFA to that identified in Schedule 14.</p>
<p>Man Day Rates</p> <p>The Tenderer shall provide Man Day Rates at Schedule 13 to the Draft Contract for Line Item 3 of the Schedule of Requirement (SoR)</p>	<p>Pass;</p> <p>The Tenderer has provided Man Day Rates at Schedule 13 to the Draft Contract for Line Item 3 of the Schedule of Requirement.</p> <p>Fail;</p> <p>The Tenderer has not provided Man Day Rates at Schedule 13 to the Draft Contract for Line Item 3 of the Schedule of Requirement.</p>

Commercial Scoring

D11. The Authority believes that there is nothing contentious in the proposed terms and conditions. Thus, the evaluation will be a simple 'Pass / Fail' assessment i.e. if a Tender fails to meet any commercial evaluation criterion it will be considered non-compliant and it will be rejected in its entirety; and will thus not be allocated a Technical score.

Technical Scoring

D12. The Scoring Mechanism to be measured against each criterion will be a confidence rating. Proposals will be assessed against a level of confidence based on the evidence provided in their technical proposal.

D13. The Tenderer, within their Technical response must clearly demonstrate that they have a thorough understanding of the requirements and associated risks; are able and willing to devote the resources necessary to meet those requirements, and has valid and practical solutions to satisfy them. Statements that indicate compliance and understanding, without supporting evidence, will be considered inadequate.

D14. For each criterion, the Tenderers must meet or exceed the threshold score specified for that criterion at Annex E to the DEFFORM 47. If a Tenderer fails to achieve the threshold score by scoring a score below that stated against the criterion, then the Tenderer will be deemed Technically non-compliant and will be removed from the competition without further consideration.

D15. Tenderers will note that the Tender Deliverables that are responses to the Technical Evaluation Criteria, at Annex E to the DEFFORM 47, are intended to take the form of living documents after contract award should the Tenderer be successful in winning the Tender. Where a Tender deliverable matches a Contract deliverable, in the Statement of Work at

Schedule 9 to the Draft Contract, the Tenderer shall produce a Tender response that can be developed into a contract deliverable after contract award.

TENDER EVALUATION – Most Economically Advantageous Tender (MEAT) method.

- D16. A Winning Tenderer will be selected using the Most Economically Advantageous Tender (MEAT) award criteria. For FCA, MEAT is defined as the commercially and technically compliant Tender with the highest combined technical and financial score (known as the Overall Evaluation Score). The relative weighting between commercial, technical, and financial are:
- a. Commercial compliance = Pass / Fail;
 - b. Technical content = 60%; and
 - c. Financial/Price content = 40%;
- D17. A detailed explanation of how the MEAT assessment will be made is set out below.
- D18. This is a comparative score and the scoring method is worked out using the ratio and calculation below. The optimum is the highest technical score and lowest price, this together would get the highest total score. If you had the highest technical score but your price was double that of the lowest priced compliant Tender, this would receive a lower total score.
- D19. The evaluation for FCA is out of 100 (as this represents 100% of the total available score) and is **weighted 60% Technical and 40% Price**.
- D20. The **Price Competed** shall be the **Firm Price** for;
- a. Line Items 1 and 2 and Options 1, 2, 3 and 4 of the Schedule of Requirements
 - b. The price competed WILL NOT include the Travel and Subsistence under Line Item 3 and Travel and Subsistence for each of the Options identified in the Schedule of Requirements
- D21. The overall technical mark and the price of the Tender are allocated a score depending on the percentage difference from the highest technical mark and the lowest price. This ensures that Technical and Pricing scoring is calculated in the same way to produce a consistent and fair result.

A score of 60 is given to the highest marked technically and commercially compliant Tender and the technical scores of the other Tenders calculated using a percentage difference method:

$$\text{Technical Score} = 60 \times \frac{\text{Tender Technical Mark}}{\text{Highest Technical Mark}}$$

A score of 40 is given to the Lowest Priced Technically and Commercially Compliant Tender (LPTCCT) and a score calculated for the price of each Tender using a percentage difference method:

$$\text{Pricing Score} = 40 \times \frac{\text{LPTCCT}}{\text{Tender Price}}$$

The technical and pricing scores are added together to give a total score. The successful Tender is the one with the highest total score.

In the event of two or more Tenders being awarded the same total score, the winning Tender shall be the Tender with the highest scoring technical mark; in the event the two or more Tenderers who receive the same total score also have the same Technical Score, the winning Tenderer shall be the Tenderer who scores the highest Technical Marks in the Key and Priority 1 Criteria as shown in Annex E to the DEFFORM 47.

D22. **WORKING EXAMPLE;**

D23. **Scoring Technical**

The technical scores for this example are worked out using the following calculation. The calculation uses tender C's marks, from the table below, as an example

$$\begin{aligned} \text{Technical Score} &= \text{Total Available Marks} \times \frac{\text{Tender Technical Mark}}{\text{Highest Technical Mark}} \\ &= 60 \times \frac{153}{176} \\ &= 60 \times 0.869 \\ \text{Technical Score} &= 52.16 \text{ (52.2 rounded to one decimal place)} \end{aligned}$$

D24. **Scoring Price**

Using a similar calculation for price. Again, the following calculation uses tender C as an example:

$$\begin{aligned} \text{Pricing Score} &= \text{Total Available Marks} \times \frac{\text{Lowest Price Technically and Commercially Compliant Tender}}{\text{Tender Price}} \\ &= 40 \times \frac{\pounds 1,189,621}{\pounds 1,356,721} \\ &= 40 \times 0.877 \\ &= 35.07 \text{ (35.1 rounded to one decimal place)} \end{aligned}$$

The technical and pricing scores are shown for all 5 tenders in the table below;

Tender	Technical Mark	Technical Score	Commercial Compliance	Price	Pricing Score
A	176	60	Yes	£1,235,732	38.5

B	112	0	Yes	£950,000	Not scored, technically non-compliant
C	153	52.2	Yes	£1,356,721	35.1
D	151	51.5	Yes	£1,189,621	40
E	196	0	No	£1,798,598	Technically compliant but not allocated a score as commercially non-compliant

Selecting the Winning Tenderer

D21. The technical and pricing scores are added together to give a total score that takes account of all award criteria. The successful tender is the one with the highest total score classified as 'commercially compliant' within the stated budget. In this example, the score for Tender A is $60 + 38.5 = 98.5$, which makes it the winning tender when all other scores are calculated.

D22. The Below table demonstrates the evaluation results using the percentage score method for the 'MEAT - combined technical and price' evaluation

Tender	Technical Score	Price	Pricing Score	Total Score	Outcome
A	60	£1,235,732	38.5	98.5	Successful tender, technically and commercially compliant, highest total score
B	0	£950,000	0	0	Unsuccessful tender, technically non-compliant so cannot be awarded the contract
C	52.2	£1,356,721	35.1	87.3	Unsuccessful tender, technically and commercially compliant, lower total score
D	51.5	£1,189,621	40	91.5	Unsuccessful tender, technically and commercially compliant, lower total score

E	0	£1,798,598	0	0	Unsuccessful tender, commercially non-compliant so cannot be awarded the contract
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Section E – Instructions on Submitting

Tenders Submission of your Tender

E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserve the right to reject any Tender received after the stated date and time. **You must provide 4 x paper and 1 x CD unpriced copies and 2 x paper and 1 x CD priced copies** of your Tender to the Tender Board. You must not email electronic copies until after the Tender Board has taken place.

E2. You must include the electronic copies of the priced and unpriced Tender with the associated paper copies only. You must label CDs containing electronic copies of the Tender with “Includes Prices” or “Unpriced”. The electronic copies of the Tenders must be compatible with Microsoft Office Word 2010 and other MS Office 2010 applications. If you, password protect or encrypt any information on CDs containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.

E3. You must complete and include DEFFORM 47 Annex A (Offer) with your Tender. Where you select ‘Yes’ to any questions you must attach the relevant information.

E4. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your Priced Tender.

E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.

E6. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.

E7. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.

E8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

Samples

E9. Samples are not Required

Section F – Conditions of Tendering

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. Any expenditure, work or effort undertaken prior to an offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. The Authority reserves the right to:

- a. seek clarification or additional documents in respect of a Tenderer's submission;
- b. visit your site;
- c. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- d. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;
- e. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
- f. withdraw this ITT at any time, or re-invite Tenders on the same or any alternative basis;
- g. 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 Single Source Contract Regulations 2014;
- h. choose not to award any contract as a result of the current procurement process;
- i. award a Contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and/or
- j. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 8 and acceptance by the contractor via DEFFORM 10. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C5 and subject to paragraph F3.

F3. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C5. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings challenging the award of the contract are instigated, prior to entry into contract, it is a condition of this ITT that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

Conforming to the Law

F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and 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 may 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 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. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.

F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:

- 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 (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

Should your Tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.

Government Furnished Assets

F9. 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 that GFA from the named Commercial Officer.

Standstill Period

F10. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORM 158 is sent. Where this is not a working day it extends to midnight at the end of the next working day.

Publicity Announcement

F11. The Authority will publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition between suppliers. You should complete and return DEFFORM 539A as explained in the DEFFORM 47 Annex A and associated Appendix 1.

F12. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

F13. Under no circumstances should you confirm to any Third Party the Authority's acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

Sensitive Information

F14. 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.

F15. 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. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the competition process. This allows the MOD to share information with other Government departments whilst complying with our obligations to maintain confidentiality.

F16. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially 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.

Remedies for Breach of Contract

F17. You should be aware of the contractual remedies set out within the draft Contract which may apply in the event of a breach of Contract by the Contractor. However, you should also note 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 you are unsure about the potential liability under the contract, you should seek advice from the named Commercial Officer.

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 these returns listed in the Annex and, where you select yes, you attach the relevant information.

F19. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority's evaluation of your tender, as detailed in Section D.

F20. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your bank and the relevant bank account number on contract award.

TUPE

Applicability of TUPE

F21. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is your responsibility to consider whether or not TUPE applies to this re-let and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is unlikely to be applicable if this

Invitation to Tender results in a Contract being placed as the contractor currently undertaking this task has informed the Authority that no employees are in scope to transfer.

F22. The Authority shall not be liable for the opinion expressed above. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.

IR35 Legislative Scope

F23. The Authority has determined that the status of role under IR35 Legislation does not apply and is 'out of scope' to this engagement.

Specific Conditions of Tendering

F24. The Tenderers' attention is drawn to the following:

Cyber Requirements

F25. Further to DECON 658, the Cyber Risk level of the Contract is **VERY LOW** as defined in DEFSTAN 05-138.

F26. As part of the Tenderers response to this ITT the Tenderer shall complete a CSM Supplier Assurance Questionnaire. The Cyber Security Risk Assessment reference number is RAR-VPPN78FQ-; Tenderers must complete the questionnaire during the tender process.

- See further comments in the Commercial Evaluation Matrix; Annex D to DEFFORM 47.

Government Furnished Assets

F27. The Authority **WILL NOT** be offering any further GFA in addition to that stated in Schedule 14 to the Draft Contract and believes that the GFA supplied in this Schedule is adequate for the delivery of the Contract/Requirement.

Travel and Subsistence

F28. If the Tenderer identifies that Travel and Subsistence is required to undertake the work for Line Items 1 and 2 and Options 1, 2, 3 and 4, under the Statement of Work at Schedule 9 to the Draft Contract, the Tenderer shall include these associated costs, based upon rates provided by the Tenderer at Table 2 in Schedule 13, within a Limit of Liability (LOL) on their quotation. This shall be for both line Item 4 of the Schedule of Requirements for the Core Support AND for Options 1, 2, 3 and 4 identified on the Schedule of Requirement at Schedule 2 to the Draft Contract

F29. The Tenderer shall provide within their Commercial Response details of the assumptions and rates used to calculate them; i.e. number of meetings, location, Motor Mileage Allowance, Hotel and Subsistence per day or overnight, Car Hire, Train etc.

F30. The payment of T&S will be on an actuals basis and receipts provided at the time of T&S Submission In accordance with Process 8. Payment to the DRAFT Contract.

Ministry of Defence

Tender Ref No. SACC/00047

Tender Submission Document (Offer)

To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called "the Authority")

The undersigned Tenderer, having read the ITT Documentation, offers to supply the Contractor Deliverables at the stated price(s), in accordance with any referenced drawings and / or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Conditions or any amendments issued by the Authority shall apply.

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK 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)) £				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by the Authority funding?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM528			Yes* / No	
Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?			Yes / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Have you completed the compliance matrix/matrices?			Yes / No / Not Required	
Are you a Small Medium Enterprise (SME)?			Yes / No	

Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 – Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council?	Yes* / No
Have you attached The Bank/Parent Company Guarantee?	Yes* / No / Not Required
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<p>We certify that the offer made 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:</p> <ul style="list-style-type: none"> a. the offered price has not been divulged to any Third Party, 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 e. no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.</p>	
Dated this day of Year	
Signature:	In the capacity of
(Must be original)	(State official position e.g. Director, Manager, Secretary etc.)
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number: Dunn And Bradstreet Number:

Information on Mandatory Declarations

Part Tender

1. Under Condition of Tendering F1, the Authority reserves the right to order some or part of your Tender. If your offer is subject to the Authority contracting for all the Contractor Deliverables select 'Yes' and provide further details in your Tender.

Minimum Order Quantities

2. Where your offer is subject to minimum order quantities select 'Yes' and provide further details in your Tender.

IPR - Restrictions

3. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding).

4. If you have answered 'Yes' in Annex A (Offer) as directed by para 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or likely be, the subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclosure the Contractor Deliverable, including export restrictions. In particular, you must identify:

- a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
- b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
- c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
- d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

6. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

Notification of Foreign Export Control Restrictions

7. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

8. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:

- a. Whether all or part of any Contractor Deliverables are or will be subject to:
 - (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

10. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.

11. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 8.

12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defence Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

13. European Union (EU) legislation permits the use of various procedures to suspend customs duties.

14. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.

15. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty's Revenue and Customs (HMRC) authorisations.

Sub-contracts Form 1686

16. [Form 1686](#) (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework – Contractual Process](#).

Small and Medium Enterprises

17. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of Authority spending should be spent with SMEs by 2020; this applies to the money which the Authority spends

directly with SMEs, and through the supply chain. The Authority uses the [European Commission definition of SME](#).

18. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their subcontractors are encouraged to make their own commitment and register with the [Prompt Payment Code](#).

19. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative. Information on the Authority's purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](#).

20. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd

Web address: www.contracts.mod.uk

Tel No: 0845 270 7099

Transparency, Freedom of Information and Environmental Information Regulations

21. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 ([Government Transparency and Accountability](#)) and the information contained within Conditions of Contract Clause 13.

22. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

23. You should complete the attached Tenderer's Commercially Sensitive Information Form DEFFORM 539A. You should be aware of the contractual remedies set out in the Contract Conditions. Damages for breach of contract are not limited under the contract. However, you should also note that in exercising its rights and remedies under the contract the Authority must act in a reasonable and proportionate manner having due regard to the nature and consequences of the breach of contract. If you are unsure about the potential liability under the contract, you should seek advice from the named Commercial Officer, explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.

24. You should note that, while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

25. Tenderers must note that use of the [Contracting, Purchasing and Finance](#) (CP&F) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this tender. By submitting this Tender you agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic trading, including payment, will result in your Tender being non-compliant.

Change of Circumstances

26. If you have not previously submitted a State Relating to Good Standing or circumstances have changed, please select 'Yes' and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

27. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' and provide further details in your Tender.

Military Aviation Authority (MAA) Requirements

28. There are no Military Aviation Authority Requirements.

Bank or Parent Company Guarantee

29. A Bank or Parent Company Guarantee is not required.

The Armed Forces Covenant

30. 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.

31. The Covenant is based on two principles:

- a. the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- b. 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.

32. [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.

33. 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 MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

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

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

34. Paragraphs 30 - 33 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.

Tenderer's Commercially Sensitive Information Form

ITT Ref No: SACC/00047

Description of Tenderer's Commercially Sensitive Information:

Cross Reference(s) to location of sensitive information in Tender:

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:

Email Address:

The Statement Relating To Good Standing

Contract Title: *[insert title of the contract]*

Contract Number: SACC/00047

1. We confirm, to the best of our knowledge and belief, that *[insert potential supplier]* including its directors or any other person who has powers of representation, decision or control of *[insert potential supplier]* has not been convicted of any of the following offences:

- (a) conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- (b) involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
- (c) corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906*;
- (d) the offence of bribery;
- (e) bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;
- (f) bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
- (g) fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union*, within the meaning of:
 - (i) the offence of cheating the Revenue;
 - (ii) the offence of conspiracy to defraud;
 - (iii) fraud or theft within the meaning of the Theft Act 1968* the Theft Act (Northern Ireland) 1969*, the Theft Act 1978* or the Theft (Northern Ireland) Order 1978*;
 - (iv) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
 - (v) in Scotland, the offence of fraud;
 - (vi) in Scotland, the offence of theft;
 - (vii) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies Act (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
 - (viii) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994*;
 - (ix) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

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Statement Relating to Good Standing

(x) destroying, defacing or concealing of documents or procuring the execution of a valuable security within

the meaning of section 20 of the Theft Act 1968* or section 19 of the Theft Act (Northern Ireland) 1969* or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;

(xi) in Scotland the offence of uttering; or

(xii) in Scotland, the criminal offence of attempting to pervert the course of justice;

(h) money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007*;

(i) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA*;

(j) an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

(k) in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);

(l) any other offence within the meaning of Article 39(1) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any member State.

* including amendments to the legislation

2. **[Insert potential supplier]** further confirms to the best of our knowledge and belief that it:

(a) being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;

(b) being a partnership constituted under Scots law, has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;

(c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the

DEFFORM 47 Annex C
Statement Relating to Good Standing

company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state?

- (d) has not been convicted of a criminal offence relating to the conduct of its business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;
- (e) has not committed an act of grave misconduct in the course of its business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;
- (f) has not been told by a contracting authority, that the Potential Provider does not to possess the reliability necessary to exclude risks to the security of the United Kingdom*;
- (g) has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the member State in which it is established;

has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the member State in which it is established.

* Please note that under the DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

Organisation's name	
Signed (By Director of the Organisation or equivalent)	
Date	

Commercial Compliance Matrix

Indicating 'fully compliant' against the below Contract Conditions indicates unconditional acceptance of all clauses or parts that constitute the Condition and any notes that may apply.

Reference	Title	Indication of Compliance: Fully Compliant (YES) or Non-Compliant (NO)	Comments
1	General Conditions		
1	General		
2	Duration of Contract		
3	Entire Agreement		
4	Governing Law		
5	Precedence		
6	Amendment to Contract		
7	Variations to Specification		
8	Authority Representatives		
9	Severability		
10	Waiver		
11	Assignment of Contract		
12	Third Party Rights		
13	Transparency		
14	Disclosure of Information		
15	Publicity and Communications with the Media		
16	Change of Control of Contractor		
17	Environmental Requirements		
18	Contractor's Records		
19	Notices		
20	Progress Monitoring, Meetings and Reports		
2	Supply of Contract Deliverables		
21	supply of contractor deliverables and quality assurance		

**DEFFORM 47 Annex D
Commercial Compliance Matrix**

22	Marking of contractor deliverables		
23	Packaging and labelling (excluding contractor deliverables containing munitions)		
24	Supply of hazardous materials or substances in contractor deliverables		
25	Timber and wood-derived products		
26	Certificate of conformity		
27	Access to contractor's premises		
28	Delivery / collection		
29	Acceptance		
30	Rejection		
31	Diversion orders		
32	Self-to-self delivery		
3	Licensees and Intellectual Property		
33	Import and export licenses		
34	Third party intellectual property – rights and restrictions		
4	Pricing and Payment		
35	Contract Price		
36	Payment and Recovery of Sums Due		
37	Value Added Tax		
38	Debt Factoring		
39	Subcontracting and Prompt Payment		
5	Termination		
40	Dispute Resolution		
41	Termination for Insolvency or Corrupt Gifts		
42	Termination for Convenience		
43	Material Breach		
44	Consequences for Termination		
6	Additional Conditions		
The project specific DEFCONS and DEFCON SC variants that apply to this contract are			
DEFCON5J (EDN.12/17)	UNIQUE IDENTIFIERS		

**DEFFORM 47 Annex D
Commercial Compliance Matrix**

DEFCON14 (EDN.11/05)	Inventions and designs crown rights and ownership of patents and registered de-signs		
DEFCON23(SC2) (EDN.11/17)	Special jigs, tooling and test equipment		
DEFCON76(SC2) (EDN.11/17)	Contractor's personnel at government establishments		
DEFCON532B (EDN.05/18)	Protection of personal data (where personal data is being processed on behalf of the authority)		
DEFCON611 (SC2) (EDN.11/17)	Issued property		
DEFCON658 (SC2) (EDN.11/17)	Cyber		
<p>- Note: If the Tenderer cannot meet the level of security controls required by the contract start date it does not mean an immediate fail. The Tenderer should submit a Cyber Implementation Plan (CIP) as part of their tender submission detailing the steps they would take to meet the necessary controls, together with associated timescales, details of any equivalent standards they have, or reasons why they are unable to comply. If the project manager, in conjunction with the DCPD cyber implementation team as necessary, agrees the CIP, this would mean the tenderer has passed the evaluation criteria. The CIP will then become a Schedule to the Contract.</p>		PASS / FAIL	
<p>Completion of CSM Supplier Assurance Questionnaire - The Cyber Security Risk Assessment reference number is RAR-VPPN78FQ</p>			
<p>Submission of Certification meeting the minimum requirement OR a Cyber Implementation Plan</p>			
DEFCON659A (EDN.02/17)	Security Measures		
DEFCON660 (EDN.12/15)	Official-Sensitive Security Requirements		
DEFCON694(SC2) (EDN.08/18)	Accounting for Property Of The Authority		

**DEFFORM 47 Annex D
Commercial Compliance Matrix**

DEFSTANS	Project Specific DEFSTANS as identified in the Draft Contract		
The special conditions that apply to the Contract are;			
1	Key Performance Indicators and Performance		
2	Transfer Regulations – Employee Transfer Arrangements on Exit (Schedule 16 Refers)		
3	Copyright		
The Processes that Apply to the Contract are;			
1	Tasking – ad-hoc		
2	Tasking Procedure		
3	Pricing of Tasks		
4	Tasks – Travel and Subsistence		
5	Task Termination		
6	Government Furnished Assets (GFA)		
7	Limits of Liability		
8	Payment		
9	Contractual Options		
10	Progress Meeting and Reporting Governance.		
Schedules to Contract SACC/00047;			
Schedule 1	Definitions of Contract		
Schedule 2	Schedule of Requirements		
Schedule 3	Contract Data Sheet		
- Annex A to Schedule 3	DEFFORM 111 (Edn 11/17)		
Schedule 4	Contract Change Process Procedure		
Schedule 5	Contractor’s Commercially Sensitive Information Form		
Schedule 6	Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements		
Schedule 7	Timber and Wood - Derived Products Supplied under the Contract: Data Requirements		
Schedule 8	Acceptance Procedure (iaw condition 29)		
Schedule 9	Statement of Work		
Schedule 10	Key Performance Indicators		
Schedule 11	Milestone Payment Plan		
Schedule 12	AD-HOC Tasking Authorisation Form (TAF)		

**DEFFORM 47 Annex D
Commercial Compliance Matrix**

- Annex A to Schedule 12	List of Tasks Placed (To be updated throughout the course of the contract)		
Schedule 13	List of Ad-Hoc Tasking Rates / Travel and Subsistence Rates		
Schedule 14	Government Furnished Assets		
Schedule 15	Security Aspects Letter		
Schedule 16	Transfer Regulations – Employee Transfer Arrangements on Exit Conditions		
Schedule 17	Progress Meeting and Reporting Governance		
Schedule 18	List of Key Personnel		

Technical Compliance Matrix / Technical Scoring Criteria

**Situational Awareness Command & Control DT (SACC) Frequency Clearance Agreement (FCA) Technical Support
Statement of Work Marking Guide**

[REDACTED IN FULL]

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Ministry

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THE TENDER BOARD

Defence Equipment and Support Commercial
The Central Gatehouse
MOD Abbey Wood South
Bristol BS34 8JH

**Tender No: SACC/00047
Due by 10 am on 13th September 2018**

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