

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

To: [via the Defence Sourcing Portal (DSP)]	ITT Reference No: IPMO 0825.22 ITT Issue Date: 1 st December 2021 Due for return by (Due Date): 22 nd December 2021 (12:00 noon)
	From: Defence Science and Technology Laboratory (Dstl) (MOD Commercial Branch) Address: Porton Down, Salisbury, Wiltshire, SP4 0JQ MOD Commercial Officer: Suzanne Carlisle LLB (Hons) MCIPS Tel No: 01980 955843 Fax No. [Not used] Email: scarlisle@dstl.gov.uk Please note: All correspondence in relation to this procurement must be directed via the Defence Sourcing Portal (DSP) The deadline for requests for clarification must be submitted via DSP by: 15 th December 2021

This ITT consists of:

1. Invitation to Tender – Less Complex Requirements - Competitive Procurement (this document).
2. Annex A - Offer.
3. Annex B - Tender Evaluation Criteria.
4. Special Notices and Instructions to Tenderers (DEFFORM 47R (SC1A)) (one copy).
5. Purchase Order, including the Schedule of Requirements (two copies).
6. Invitation to Tender Response Workbook
7. MOD Terms and Conditions for Less Complex Requirements
8. DEFFORM 68 (see Clause 9 of Terms and Conditions)

The Tenderer must return:

1. Completed Annex A to this ITT (one copy).
2. Completed Purchase Order, including the Schedule of Requirement (two copies).
3. Completed Invitation to Tender Response Workbook

Notices To Tenderers

1. You are invited to Tender, in accordance with the following Conditions, for the supply of Deliverables detailed in the accompanying ITT Material. **The issue of an ITT is not a commitment by the Secretary of State for Defence - 'the Authority' - to place an order as a result of the tendering exercise or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance thereof, is a matter solely for the commercial judgement of your company. The Authority reserves the right to:**

- a. undertake an iterative tendering process following receipt of the Tender;
- b. waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority;
- c. seek clarification or documents in respect of a Tenderer's submission;
- d. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- e. disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, the PQQ or the Tender process;
- f. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
- g. choose not to award any Contract as a result of the current procurement process; and / or
- h. make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

Publicity Announcement

2. Tenderers are advised that the MOD may wish to publicise the award of the Contract for the requirement described in the Schedule of Requirements in the attached Purchase Order.

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

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

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

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

Codes of Practice

6. The attention of Tenderers is drawn to the agreements that have been reached by the MOD / Industry Commercial Policy Group (CPG) on Codes of Practice. The Codes of Practice are intended to demonstrate a commitment by the MOD and its suppliers to the establishment of better working relationships in the supply chain, based upon openness and trust. The opportunity also exists for Tenderers to advertise any subcontracts valued at over £10,000 in the Defence Sourcing Portal and further details can be obtained directly from: <https://www.gov.uk/guidance/subcontract-advertising>. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrcISSM-Suppliers@mod.gov.uk.

Submission of Tender

7. Tenderers must:

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

8. Your Tender must be submitted electronically via the Defence Sourcing Portal no later than the date and time stated above. The Authority reserve the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. DVD) are no longer required and will not be accepted by the Authority. You must provide one priced copy of your Tender and one unpriced copy. You should ensure that there are no prices present in your unpriced copy.

9. You must ensure that your completed SC1A ITT Comp Annex A is signed, scanned and uploaded to the Defence Sourcing Portal, with the SC1A Purchase Order and Schedule of Requirements as a PDF. Your Tender must be compatible with MSWord and other MSOffice applications.

10. Tenderers must ensure they are registered on the Defence Sourcing Portal in order to submit their Tender response. A supplier registration guide and a supplier user guide is available on the Defence Sourcing Portal landing page.

11. The Defence Sourcing Portal is security accredited to OFFICIAL-SENSITIVE. Material that is protectively marked above this classification must not be uploaded. Please contact

scarlisle@dstl.gov.uk if you have a requirement to submit documents above OFFICIAL SENSITIVE.

12. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the Defence Sourcing Portal. You must contact scarlisle@dstl.gov.uk to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

13. If you have any difficulty accessing the Defence Sourcing Portal or if you have any questions with regards to the tendering exercise itself, please contact the MOD Commercial Officer named above.

14. Any request for an extension of the period for tendering must be submitted on the DSP at least four (4) Business Days before the Tender return date. Any extension will be at the sole discretion of the Authority and if granted will be granted to all Tenderers. All correspondence connected with your Tender which requires attention before the Tender return date, or communications stating that no Tender will be submitted, must be submitted on the DSP. **This procedure is designed to preserve equity between Tenderers by ensuring that no premature disclosure of Tender details can take place.**

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

Formation of Contract

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

Instruction to Tenderers

1. **Small and Medium-sized Enterprises** The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of MOD spending should be spent with SMEs by 2020; this applies to the money which the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an SME.

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 sub-contractors are encouraged to make their own commitment and register with the [Prompt Payment Code](#). 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](#) and the DSP.

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

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

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

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

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

7. **Completion of Tender**

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

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

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

9. **Bid costs** The Tenderer will bear all costs associated with preparing and submitting their Tender. If the Tender process is terminated or amended by the Authority, the Tenderer will not be reimbursed.

10. **ITT Material**

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

b. **Destruction of ITT Material** You must 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.

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

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

11. **Samples**

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

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

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

12. **Notification of Inventions etc.**

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

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

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

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

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

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

13. **Ozone Depleting Substances** The Tenderer must state whether the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in

Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly.

14. Hazardous Deliverables and Substances It is a condition of this ITT that where the ITT calls for, or the Tenderer proposes, the use of Hazardous Deliverables or substances, the Tenderer shall provide with his Tender a completed Safety Data Sheet in accordance with Clause 9 of the Terms and Conditions. Failure to comply fully with this condition may result in the Tender being deemed non-compliant thus rendering it ineligible for further consideration by the Authority.

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

16. Transparency, Freedom of Information and Environmental Information Regulations

a. Tenderers should be aware that, if they are awarded the Contract, the content of the Contract may be published by the MOD to the general public in line with government policy set out in the Government's [Transparency Principles](#).

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

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

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

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

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

18. Conflicts of Interest

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

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

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

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

- (a) Manner of operation and management;
- (b) Roles and responsibilities;
- (c) Standards for integrity and fair dealing;
- (d) Levels of access to and protection of competitors sensitive information and Government Furnished Information;
- (e) Confidentiality / Non-Disclosure Agreements (NDA's)(e.g. DEFFORM 702);
- (f) The Authority rights of audit;
- (g) Physical and Managerial separation.

(2) Identify potential or actual Conflicts of Interest;

(3) Investigate breaches.

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

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

21. **Bribery** Any Tenderer who offers to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done, any act or omission concerning this Tender shall be disqualified. Disqualification will be without prejudice to any to any civil

remedy available to the Authority or criminal liability which the conduct of the Tenderer may attract.

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

23. Confidential Information. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government, in particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.

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

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

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

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

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

**Ministry of Defence
TENDER**

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

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

The following additional information is provided:

Notification of Inventions
Please state below details invention or design, other restriction and any allegation of infringement specified in Paragraph 12.b and 12.d (continue on a separate sheet if necessary).
Ozone Depleting Substances
Please state below details of the use of substances specified in Paragraph 13, or state "NIL RETURN" (continue on a separate sheet if necessary).
Asbestos
By signing this Offer, the Contractor confirms that the Deliverables do not incorporate asbestos as specified in Paragraph 15
Premises where Contract will be performed (if applicable)
The Deliverables, or any part of them supplied under this Contract resulting from this Tender will be manufactured and or bought in from premises detailed below:
Value of Tender (excluding VAT)
Total cost of Deliverables, including packaging, required computed at the Tenderer's quoted price £
Total value of Tender (to be repeated below in WORDS) £
(WORDS:)
Value Added Tax
If registered for Value Added Tax purposes, please insert
a. Registration No
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £
Transparency
Should the Tenderer be awarded a Contract resulting from this Tender, it understands that the Authority may publish the content of the Contract to the general public. The Commercially Sensitive Information which forms part of the Purchase Order is completed to assist the Authority in applying the appropriate exemptions in the FOIA and the EIR.
1. We certify that the offer made in connection with the above Tender is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any third party. Arrangement in this context includes any transaction or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:
a. the offered price has not been divulged to any third party person,
b. no arrangement has been made with any third party that they should refrain from tendering,
c. no arrangement with any third party has been made to the effect that we will refrain from bidding on a future occasion,
d. no discussion with any third party has taken place concerning the details of either's proposed price, and
e. no arrangement has been made with any third party otherwise to limit genuine competition.

2. We understand that any instances of illegal cartels, market sharing arrangements or other anti-competitive practices, suspected by the Ministry of Defence 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.

3. We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

4. 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.

Dated this day of Year

Signature: _____ **In the capacity of** _____
(State official position e.g. Director, Manager, Secretary etc.)

Name: (in BLOCK CAPITALS)

Postal Address:

duly authorised to sign this Tender for and on behalf of:

Telephone No:**Telex No:****Fax No:****Email:**

(Tenderer's Name)

Ministry of Defence
Tender Evaluation Criteria

Mandatory Compliance Criteria

ITT responses will be assessed against the following Mandatory Compliance Criteria. In the event that an ITT response is evaluated as 'fail' in respect of one or more of these criteria, that ITT response will be excluded from this procurement.

Acceptance of the Authority's terms and conditions of contract	Pass / Fail
Completed Invitation to Tender, Annex A	Pass / Fail
Completed SC1A Purchase Order	Pass / Fail
Completed DEFFORM 68 (or nil response)	Pass / Fail
Completed Statement Relating to Good Standing (SRGS)	Pass / Fail

Technical (Quality) Evaluation

The scoring methodology to be used in evaluating the Technical (Quality) element of this ITT can be found in the Invitation to Tender (ITT) Response Document (Technical Response).

The Total Score for the Technical (Quality) evaluation will be the sum of all scores awarded in the Technical Response section of the Invitation to Tender (ITT) Response Document.

Final Evaluation, incl. Commercial (Cost)

The Authority will calculate the final score for each proposal in order to establish the most economically advantageous proposal.

This evaluation will use a Weighted Value for Money Index, in which the weightings are as follows:

Technical (Quality)	70%
Commercial (Cost)	30%

To calculate the final scores to be awarded to each Tenderer, the awarded Total Score awarded for the Technical Response ("Non-Cost Score") will be combined with the Total Cost tendered in the Commercial Response ("Cost")

Scores will be determined using the following formula:

$$\frac{\text{Non - Cost Score} \times \frac{wQ}{wC}}{\text{Cost}}$$

Where:

wQ = Weighting of Technical (Quality)

wC – Weighting of Commercial (Cost)

Example:

For demonstration purposes, the table below explains the application of this Index using example scores and weightings of Quality (70%) and Price (30%)

Tender	Non-Cost Score	Cost	Score weighted 70/30	Rank
A	62	£20	760.71	5
B	72	£22	980.27	4
C	85	£24	1323.63	3
D	90	£27	1344.42	2
E	98	£29	1526.85	1

Using tender B as an example:

- Step 1: Work out the power ($wQ \div wC$)

$$70 \div 30 = 2.33$$

- Step 2: Factor weighting against non-cost score

$$72 \times 2.33 = 2156.31$$

- Step 3: Divide the factor weighting result by cost score

$$2156.31 \div 22 = 980.29$$

Note: For illustration purposes, scores have been rounded to two decimal places