# Invitation To Tender

**for**

**Repair and Calibration of Tri Service**

**General Purpose Testing and Measuring Equipment**

**IRM21/7574**

## Contents

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

This invitation consists of the following documentation:

* DEFFORM 47 – Invitation to Tender. The DEFFORM 47 sets out the key requirements that Tenderers need to meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
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		- Section B – Key Tendering Activities Page 8
		- Section C – Instructions on Preparing Tenders Page 9
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			* Schedule of Requirements – IRM21/7574 Schedule 2 of the Terms and Conditions of IRM21/7574
			1. Statement of Work – Annex A1 – A3 to Schedule 2 of the Terms and Conditions IRM21/7574
			2. Pricing – IRM21/7574 - Annex B to Schedule 2 of the Terms and Conditions IRM21/7574
			3. DEFFORM 68 - Hazardous and Non Hazardous Substances, Mixtures or Articles Statement by the Contractor - Schedule 6 of the Terms and Conditions IRM21/7574
			* DEFFORM 111 – Addresses and Other Information – Annex A to Schedule 3 of the Terms and Conditions IRM21/7574
			* DEFFORM 539A – Contractor’s Sensitive Information Form – Schedule 5 of the Terms and Conditions IRM21/7574
			* DEFFORM 691A - Timber and Wood-Derived Products Supplied under the Contract – Schedule 7 of the Terms and Conditions IRM21/7574

**Section A - Introduction**

**DEFFORM 47 Definitions**

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

A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown and Babcock Land Defence Limited will be conducting procurement and contract management activity as the Authority’s agent.

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

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

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

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

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

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

A8. “Cyber Security Model” mean the model defined in DEFCON 658.

A9. “Government Furnished Information” means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.

A10. “ITT Documentation” means this ITT and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications, and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this ITT.

A11. “ITT Material” means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority, for the purposes of responding to this ITT.

A12. “Schedule of Requirements” (Schedule 2 in I&RM Standardised Contracting Template 2 (I&RM SC2) means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A13. The “Statement of Requirement” or Statement of Work(s) (Annex A1 – A3 of Schedule 2 of the Terms and conditions) means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables Schedule 8 in I&RM SC2 of the Contractor Deliverables.

A14. A “Sub-Contractor” means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract

A15. A “Sub-Contracting Arrangement” means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

A16. A “Tender” is the offer that you are making to the Authority

A17. “Tenderer” means the economic operator submitting a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.

A18. A “Third Party” is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

A19. A “Virtual Tender Board” means the electronic platform to which Tenders are submitted to the Authority.

### Purpose

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

1. timetable for the next stages of the procurement;
2. instructions, conditions and processes that govern this competition;
3. information you must include in your Tender and the required format;
4. administrative arrangements for the receipt and evaluation of Tenders;
5. criteria and methodology for the evaluation of Tenders; and
6. Contract Terms & Conditions.

A21. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance and/or precedence.

A22. The requirement was advertised by the Authority in the Defence Sourcing Portal dated 23rd May 2023 under the following reference 2023-041507.

A23. This ITT is subject to the Defence and Security Public Contracts Regulations 2011

A24. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage under the Restricted procedure.

A25. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the DSP.

A26. Funding has been approved for this requirement.

### ITT Documentation and ITT Material

A27. ITT Documentation, ITT Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third-Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

1. 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;
2. 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;
3. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
4. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A27.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
5. accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority’s written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
6. inform the named Commercial Officer if you decide not to submit a Tender;
7. immediately confirm destruction of (or in the case of software, that it is beyond use) all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
8. 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’.
9. accept any NSN Photo Sheets provided as part of the ITT Documentation are for indicative purposes only and are believed by the Authority to be correct at the time of issue. The Authority, its agents and advisors will not accept any liability for the accuracy, adequacy or completeness of the NSN Photo Sheets nor will any express or implied warranty be given in respect of the same. The NSN Photo Sheets will not form part of the Contract Terms and Conditions.

A28. Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement are in addition to, and not derogate from, your obligations under paragraph A27 above.

**Tender Expenses**

A29. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

**Consortia and Sub contracting Arrangements**

A30. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

### Material Change of Control

A31. You must inform the Authority in writing as soon as you become aware of:

a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;

b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or

c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and

d. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:

1. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;
2. the identity of Consortium Arrangement or Sub-Contracting Arrangement;
3. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and
4. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

A32. If a change described in paragraph A31 occurs, the Authority may reassess you against the PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to proceed with the procurement.

A33. In relation to a change described in paragraph A31, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement.

A34. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of their responses to the PQQ if:

1. they fail to re-submit to the Authority the updated relevant section of their PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than 5 business days following request from the Authority; or
2. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

**Contract Terms & Conditions**

A35. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Knowledge in Defence (KiD) website

A36. I&RM Standardised Contract 2 (SC2) based conditions are attached.

**Other Information**

A37. **The Armed Forces Covenant**

1. 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.
2. The Covenant is based on two principles:
3. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
4. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviors set out therein.

1. 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.
2. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management

Ministry of Defence

Holderness House

51-61 Clifton Street

London

EC2A 4EY

1. Paragraph A37 a to d above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation, Contract award procedure or any resulting Contract. However, the Authority very much hopes you will want to provide your support.

**Section B – Key Tendering Activities**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Responsibility** | **Submit to:** |
| Invitation to Tenderers’ Conference | N/A | The Authority | All Tenderers |
| Date for Confirmation of attendance at Tenderers’ Conference | N/A | Tenderers | N/A |
| Final date for Clarification Questions / Requests for additional information | 18th October 2023 by 16:00 hours | Tenderers |  |
| The Authority issues Final Clarification Answers | 25th October 2023 by 16:00 hours | The Authority | All Tenderers  |
| Tender Return | 1st November 2023 by 16:00 hours | Tenderers | As detailed in Section E |
| Tender Evaluation | From 2nd November 2023 | The Authority | N/A |
|  Negotiations  | N/A | The Authority | N/A |
| Reverse Auction | N/A | The Authority | N/A |
| Trials / Testing | N/A | The Authority | N/A |

#### Notes

#### Tenderers Conference

B1. A Tenderers Conference is not being held.

#### Clarification Questions

B2. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

#### Tender Return

B3. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

#### Negotiations

B4. Negotiations do not apply to this tender process.

## Section C - Instructions on Preparing Tenders

**Construction of Tenders**

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm for 12 months and thereafter pricing years two (2) and three (3) in accordance with the variation of price (VOP) indices as stated in Clause 46.8. A price breakdown is not required.

C2. To assist the Authority’s evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

### Validity

C3. Your Tender must be valid and open for acceptance for 90 calendar days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

**Section D – Tender Evaluation**

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

The lotting structure will be as follows:

|  |  |  |
| --- | --- | --- |
| **Lot** | **Description of Lot** | **Estimated Value of Lot** |
| 1 | The Repair and Calibration of Amplifiers, Attenuators & Filters, Bridges & Calibrators, EMC, ESD, Probes & Radiological, Logic & Network Analysers | £1,146,400 |
| 2 | The Calibration and Repair of Oscilloscopes, Pulse Generators & Timers, Frequency, Modulation Meters, Directional Couplers & Power, Signal Analysers, Signal Generators, Spectrum Analysers & Waveform Analyser | £1,570,800 |
| 3 | The Calibration and Repair of Insulation testers, Potentiometers, RCD & Portable Appliance testers, Clamps & Multimeters, Capacitance, Resistance Meters & Voltage Standards | £1,355,300 |
| 4 | The Repair and Calibration of Distortion meters, Measuring Receiver, Radio Test Sets & Antenna | £1,618,800 |
| 7 | The Repair and Calibration of Dimensional, Force & hardness, Torque and Pressure Items | £1,267,900 |
| 8 | The Repair and Calibration of Acoustics, Synchro Test Set, Humidity & Temperature and Tachometer Items | £ 900,000 |
| 9 | The Repair & Calibration of Mass & Mass (On Site Calibration) Items | £ 901,500 |

Each Lot will be evaluated and awarded based on the Most Economically Advantageous commercially compliant Tender(s) gaining the highest Weighted Vale for Money (VFM) index score. Weightings have been applied to the three areas under evaluation, and shall be as follows:

55% - Technical Capability

10% - Social Values

35% - Cost

D2. Negotiations do not apply to this tender process.

**D3. Tender Evaluation**

**D3.1 Award of Contract(s)**

It is the Authority’s intention to award Contract(s) to a single compliant bidder per lot who achieves the highest Weighted Value For Money (VFM) Index score, calculated against the award criteria of technical capability, social value and cost, as outlined within Section D3.

For any Lots where only one bid has been received, the Authority reserves the right to request supplementary information from the Tenderer in order to determine Value for Defence (VFD) in the absence of competition.

Should Tenderers be successful for more than one Lot, only one contract will be awarded retaining the Statement of Work and Pricing file for each Lot awarded.

Where two or more Tenderers have the same Weighted VFM Index score, lowest price will be the deciding factor in awarding the contract.

Tenderers are required to submit a firm price for all items as detailed in Annex B to Schedule 2 of the Terms and Conditions, for Year 1 of the contract.

**D3. 2 Methodology**

The Cost element of the Evaluation shall use the Tenderers Firm Price submission within Annex B to Schedule 2 to deterrmine the cost score of each lot.

The Authority shall be using the following calculation based on the tenderers submission to determine the best Weighted VFM Index.

|  |  |  |
| --- | --- | --- |
| **Weighted Value for Money Index** |  |  |
|  |  |  |  |  |
| Weighted VfM Index Calculation = | Non-Cost Score (WQ/WC) |
|  |  | Cost |
| WQ = Weighting of non-cost criteria  |  |  |
| WC = Cost Weighting  |  |  |  |

**For the puposes of this tender, the non cost score shall be the combined sum of the Technical Capability and Social Values scores as outlined at sections D3.5 and D3.7**

For all Lots the Authority shall apply the following weighting when calculating the Weighted Value for Money Index:

|  |
| --- |
| **VFM Weighting** |
| **Non-Cost** | **Cost** |
| 65% | 35% |

The Total VFM Index for each Tenderer in regards to all Lots shall be calculated as follows:

Weighting of Non-cost Criteria 65% (Technical Capability + Social Values)

Weighting of Cost Criteria 35%

Commercial Compliance – Pass/Fail (IAW Mandatory Returns Checklist)

Technical Questions 8-11 – Pass/Fail

**D3.3 Compliance**

Each bid will be assessed for compliance against each line item in the relevant Lot. The following criteria will determine compliance:

1. All prices to be submitted in GBP (£) exclusive of VAT.
2. Bidders must provide prices for all items in a single lot. Failure to provide pricing against all items, for standard and/or UKAS calibration and repair where applicable, will result in the bid being deemed commercially non-compliant.
3. Bidders must indicate where work will be sub-contracted, and provide details pertaining to the intended sub-contract partner, as indicated in Annex B to Schedule 2. Failure to provide details of the sub-contractor, where indicated, will result in the bid being deemed commercially non-compliant.
4. Bidders must return all documents listed within the mandatory returns checklist at section D5 of this DEFFORM 47.
5. Bidders who score fail in any of their responses to technical capability questions Q8-Q11 will be deemed commercially non-compliant

**Commercially non-compliant bids will be allocated a non-cost score of zero for the purpose of calculating the Weighted VFM Score.**

**D3.4 Cost Score**

The cost score will be calculated as the sum total of the cost of the preferred calibration method (UKAS or Standard as stated in with Annex B to Schedule 2 of the Terms and Conditions) for all items in each lot plus the total cost of repair and calibration for all items.

Tenderers must submit a price in each lot they wish to bid for, as stated within Annex B to Schedule 2 of the Terms and Conditions. When completing the Annex B to Schedule 2 of the Terms and Conditions, Tenderers should note:

1. Tenderers must submit pricing for **all** items contained in each lot they chose to bid on. The greyed-out cells do not require a price, however for all other cells a price is required. **Partial bids will not be accepted.**
2. Where the recommended calibration standard is UKAS, tenders are required to submit **both** UKAS pricing and standard pricing.
3. For the purposes of the evaluation, where UKAS calibration is recommended, UKAS pricing (calibration + calibration and repair) will take precedence and will be used when calculating the total lot value.
4. For all other items, standard calibration costs will be used in the calculation of total lot value.
5. Where UKAS or standard pricing has been requested and is not quoted for, this lot will be deemed commercially non-compliant.

Guidance for the completion of the Annex B to Schedule 2 of the Terms and Conditions - Price List can be found within the document.

**Any commercially non-compliant tender will be allocated a Non-Cost score of zero for the purpose of calculating the tenderers weighted VFM score.**

**Example Cost Criteria Scoring:**

****

The above is an example of a costed bid return in accordance with Annex B to Schedule 2 of the Terms and Conditions. UKAS or standard pricing is as indicated.

Where UKAS pricing has been identified, as in line 2, the UKAS price for both calibration, and calibration and repair, will be used to calculate the total lot price. For all other calibration, the standard price is used.

In the above example, the total cost of this lot would be calculated as follows:

Total Cost = Calibration Costs + Calibration & Repair Costs

Total Cost = (£340+£8500 +£2000) +(£12500+3500)\*

Total Cost = £26,840

\*Repair is only required on 2 of the three items so only 2 repair & calibration costs apply

**Worked Example – Cost Scores**

****

|  |  |  |
| --- | --- | --- |
| **Supplier 1** | Calibration | £17,654.00 |
| Repair | £34,573.00 |
| **Total Cost** | **£52,227.00** |
| **Supplier 2** | Calibration | £16,420.00 |
| Repair | £33,505.00 |
| **Total Cost** | **£49,925.00** |
| **Supplier 3** | Calibration | £16,690.00 |
| Repair | £33,420.00 |
| **Total Cost** | **£50,110.00** |

**D3.5. Technical Capability Evaluation Questions**

There are 11 questions in total. Scores will be awarded based on the quality of responses and provided with a graded score as detailed below. Example criteria for the application of each score is outlined within the relevant technical question.

**Scoring**

* Each question is given a weighting, as indicated at Fig 1 below
* The total weighting of the technical capability questions will be equal to the weighting applied to the overall technical capability section of the tender (55%)
* Each of Questions 1-7 is scored out of 100
* Scores awarded will be either 0, 30, 70, or 100
* Scores will be divided by 100 then multiplied by the relevant weighting to give a weighted technical capability score
* Where scores are not whole, then they will be rounded to two decimal places
* Should a supplier score 0 in any element of the technical questions, or be awarded a fail in technical questions 8 to 11, they will be deemed commercially non-compliant.

All commercially non-compliant tenders will be given a weighted non-cost score of 0 for the purpose of calculating the weighted VFM index score.

|  |  |
| --- | --- |
| Fig 1 |  |
| **Non-cost Criteria** | **Weighting (%)** |
| Technical Q1 | 15.0% |
| Technical Q2 | 10.0% |
| Technical Q3 | 10.0% |
| Technical Q4 | 10.0% |
| Technical Q5 | 15.0% |
| Technical Q6 | 30.0% |
| Technical Q7 | 10.0% |
| Technical Q8 | Pass/Fail |
| Technical Q9 | Pass/Fail |
| Technical Q10 | Pass/Fail |
| Technical Q11 | Pass/Fail |

|  |
| --- |
| WEIGHTED NON-COST EVALUATION QUESTIONS (TECHNICAL) |
| **Technical Question 1 - Measurement of Uncertainty and Levels of Calibration** |
| * What is your scope of accreditation?
* How many Parameters and over what ranges?
* For each parameter, what is the best measurement uncertainty you can achieve?
* What service do we get for a UKAS accredited calibration in comparison to you providing a standard calibration? Please state whether the calibration may take place at a different premises or the calibration performed by a different competent person?
 |
| Total marks available for this question = 100  |
| Weighting: 15% |
| 0 | Unacceptable | The potential provider has not provided any assurance of their ability to manage measurement uncertainty. The potential provider has given limited information about their scope of accreditation, what parameters and ranges their accreditation covers. |
| 30 | Poor | The potential provider has demonstrated their scope of accreditation, but not how many parameters and over what ranges are covered. |
| 70 | Satisfactory | The potential provider demonstrates against most parameters they are bidding for, with a calculated uncertainty budget and ensures that it is revisited to verify any changes.The potential provider has demonstrated between what service we get for an In-house standard or a UKAS accredited calibration. |
| 100 | Good | The potential provider fully demonstrates for each parameter they are bidding for, a fully calculated uncertainty budget and demonstrates that it is regularly revisited to verify any changes. The measurement uncertainty for each parameter is always smaller than the specification limits.The potential provider has clearly evidenced between what service we get for a standard or a UKAS accredited calibration. |
| **Technical Question 2 - Failure During Test** |
| If an instrument fails any of its performance tests.* Are adjustments and re-tests part of your normal calibration process, or would you consider this over and above the calibration?

What level of adjustment can you provide in-house? |
| Total marks available for this question = 100 |
| Weighting 10% |
| 0 | Unacceptable | The potential provider is unable to provide adjustment for the instrument under test. The item failures calibration if out of specification. No adjustment or retest is done. |
| 30 | Poor | The potential provider can explain the procedure for adjusting an instrument that requires adjustment. However, the potential supplier does not have the capability to carry out adjustment in-house and has to sub-contract the item. A retest is carried out after adjustment has been applied. |
| 70 | Satisfactory | The potential provider can explain the procedure for adjustment if an instrument under test is outside its specified limits. The potential provider can carry out adjustment of equipment in-house and perform a retest after adjustment. This is considered over and above the calibration. |
| 100 | Good | The potential provider can explain the procedure for adjustment if an instrument under test is outside its specified limits. The potential supplier records all adjustments and reports these on the calibration certification. The potential provider can carry out adjustment of equipment in-house and perform a retest after adjustment, inclusive of the original calibration. |
| **Technical Question 3 - Specifications**  |
| The Authority does not have access to the specification required to repair and calibration of the articles covered by this requirement. Please explain how you will ensure that the finished articles will be compliant to the latest build standard. If you have access to the OEM or approved equivalent specifications that you will use to provide the repairs, please evidence:i. where these were obtained from ii. the relevant drawing/specification numbers iii. how you ensure the valid, latest version is usediv. confirm that you have a lawful right to use these specifications for the purpose of fulfilling this requirement |
| Total marks available for this question = 100 |
| Weighting: 10% |
| 0 | Unacceptable | The potential provider has not provided details of how the finished article would be deemed compliant to the latest build standard. They have not referenced how they have obtained the latest build standards, including drawing/specification numbers. The supplier hasn’t supplied evidence that they have the lawful right to use the latest specifications for the purposes of this requirement. |
| 30 | Poor | The potential provider’s answer contains limited details of how the finished article will be deemed as compliant to the latest build standard OR the details described are considered poor. There is a brief reference to how latest build standards have been obtained, but no drawing/specification numbers have been provided. The potential provider hasn’t supplied sufficient evidence that they have the lawful right to use the latest specifications for the purposes of this requirement.  |
| 70 | Satisfactory | The potential provider’s answer contains details of how the finished article will be deemed compliant to the latest build standards; this includes reference to obtaining the latest OEM specifications including how they will be obtained by the supplier in a lawful manner. This evidence includes the relevant drawing/specification numbers and confirmation that they are using the most current valid issue of the specifications. |
| 100 | Good | The potential provider’s answer contains evidence that they hold the latest OEM specification and/or they have an agreement with the OEM to obtain and use the latest specification for this requirement. Including evidence that the specification will be to the latest valid version referencing the specification numbers. Copies of these specifications and agreements are attached or will be available upon request as part of the Tender Evaluation.  |
| **Technical Question 4 - Repair Process and Provision of OEM Parts** |
| Please provide a full explanation of how each item will be repaired. Your response must include:* The process to be followed for each item (including example documents where available)
* The resources and timescales involved in each process
* Details of how the processes are communicated to personnel carrying out repairs (including example documents where available)
* Details of the appropriate training, qualifications and/or accreditations held by personnel involved in the processes
* The source of parts to be used (i.e., whether OEM or other)
* Where non-OEM parts are to be sourced, details of your authorisation process for those parts, and supply chain management and quality assurance processes to ensure the parts meet OEM standard or better.
 |
| Total marks available for this question = 100 |
| Weighting: 10% |
| 0 | Unacceptable | The potential provider has failed to provide details of their repair process, or the procedures described are considered inadequate.  |
| 30 | Poor | The potential provider’s answer contains limited details of their repair process and demonstrates little knowledge or experience in the repair of this type of equipment. The potential provider has failed to supply any supporting evidence, or the procedures described are considered poor.  |
| 70 | Satisfactory | The potential provider’s answer contains complete explanations of their Repair Process and copies of procedures/draft procedures have been provided as supporting evidence. All response requirements have been completed satisfactorily. Details of the provision of OEM parts and/or a complete and satisfactory explanation of supply chain and quality management of non-OEM parts have been included.  |
| 100 | Good | The potential provider’s answer contains a detailed explanation of their Repair Process. Detailed processes and procedures for the repair of each item are clearly laid out and explained with the provision of OEM parts clearly demonstrated. A process for authorising the use of none-standard OEM parts (when OEM parts are not available) has been included. All response requirements have been completed comprehensively, with supporting documentation and evidence.  |
| **Technical Question 5 - Outward Assembly Testing and Final Inspection** |
| Please provide evidence of how you would carry out Outward Assembly Testing and Final Inspection to the latest OEM specification including:* Explanation of the testing and inspection processes that will be carried out, with examples of supporting documents where available
* Details of any test rigs and what expected test results/deviation criteria you would expect to see
* The resources and timescales involved in each process
* Details of how the processes are communicated to personnel carrying out repairs (including example documents where available)
* Details of the appropriate training, qualifications and/or accreditations held by personnel involved in the processes.
* Details of the calibration process (where relevant)
 |
| Total marks available for this question = 100 |
| Weightings: 15% |
| 0 | Unacceptable | The potential provider has failed to provide details of their Outward Assembly Testing and Final Inspection process, OR the procedures described are considered inadequate. |
| 30 | Poor | The potential provider’s answer contains limited details of their Outward Assembly Testing and Final Inspection process to the latest OEM specification and does not contain any supporting evidence OR the procedures described are considered poor.  |
| 70 | Satisfactory | The potential provider’s answer contains some robust detail of aspects of their Outward Assembly Testing and Final Inspection process to the latest OEM specification; copies of procedures/draft procedures have been included in the answer as supporting evidence. Details of test equipment and rigs used on similar equipment have been supplied. All required response information has been provided. |
| 100 | Good | The potential provider’s answer contains a detailed overview of their Outward Assembly Testing and Final Inspection process to the latest OEM specification. A detailed description of the testing that each item will be subjected to, also including details of specific equipment and test rigs used to test each item. Sample test and inspection sheets and procedures have been included as supporting evidence. Appropriate processes are in place for communication of procedures to staff and training/accreditations. All requested information has been provided with accompanying supporting documents. |
| **Technical Question 6 – Turnaround Times and Schedule Adherence including Supply Chain Management** |
| Please detail your expected turnaround times for the calibration and repair of these articles. Turnaround time defined as the time from first receipt of the article at your premises until the remanufactured article has been receipted back at the designated MOD site (as detailed on the Purchase Order). This also includes the Supply Chain Management of the Sub-contractor element of these articles.Please also provide an explanation of your processes to ensure that turnaround times will be met, including:* Your process for ensuring business-as-usual demand will be met within the turnaround times, including any contingency measures available to you;
* Examples of successful application of your processes where available (for example, in the form of statistics on your adherence to turnaround times)
* Your processes to manage unforeseen demands i.e. surge or urgent operational requirements (UOR);
* [Any alternative support solutions available to you that may be of benefit to the Authority in terms of availability or cost] *only if appropriate and if the requirement lends itself to alternative solutions* and
* Your processes for recording, tracking and where necessary improving performance on turnaround times.
* Please provide details of how you qualify and monitor the performance of your approved or preferred suppliers. You must demonstrate a formal approach to selecting suppliers suitable to meet the requirements of this contract.
* Demonstrate a process for monitoring their performance, including a process for recovering poor performance if necessary. This should include regular supplier meetings, agreed KPI’s incorporating TRT’s and remedies.
 |
| Total marks available for this question = 100 |
| Weightings: 30% |
| 0 | Unacceptable | The potential provider has failed to provide any details of expected turnaround time OR the turnaround time specified exceeds 28 calendar days for calibration of the majority of items / exceeds 120 calendar days for repair of the majority of items ORthe potential provider has failed to identify measures to ensure compliance with the suggested turnaround time or stated reasons are beyond their control.The potential provider has demonstrated no details to show effective selection or management of subcontractor performance. |
| 30 | Poor | The potential provider has provided an estimate of expected repair turnaround time for the majority of the articles, which is in excess of 21-28 calendar days for calibration / exceeds 90 calendar days for repair OR potential provider has provided limited details of the measures they will take to ensure their expected turnaround times are achieved.The potential provider has demonstrated limited detail to show effective selection and management of subcontractor performance. |
| 70 | Satisfactory | The potential provider has provided a detailed estimate of expected repair turnaround time for the majority of the articles, which is between 14-21 calendar days for calibration / 60-90 Calendar days for repair.The potential provider has clearly demonstrated detailed measures to ensure their expected turnaround times are achieved, providing examples of previous occasions where measures they have applied to ensure delivery against turnaround time and/or providing an explanation of a satisfactory process for monitoring and improving turnaround times. They have also offered potential solutions to surge or UOR situations.The potential provider demonstrates an adequate process for selecting and monitoring your supply chain. This includes an approval process for subcontractor selection, regular supplier meetings with the subcontractor including monitoring performance. Demonstrates this methodology is embedded within your organisation. |
| 100 | Good | The potential provider has provided a detailed estimate of expected repair turnaround time for the majority of the articles, which is less than 14 calendar days for calibration / less than 60 calendar days for repair.The potential provider has demonstrated detailed contingency measures to ensure their expected turnaround times are achieved and provided examples of previous occasions where measures have been applied to ensure delivery against turnaround times and/or have provided an explanation of a robust process for monitoring and improving turnaround times. They have also offered potential solutions to surge and UOR situations. The potential provider has also provided suggestions and alternative support solutions which if implemented could be of benefit to the Authority in terms of cost and equipment availability.The potential provider demonstrates a detailed process for selecting and monitoring your supply chain. This includes a robust approval and vetting process for subcontractor selection, incorporates regular supplier meetings with the subcontractor, KPI monitoring and remedies. Demonstrates this methodology is embedded within your organization as BAU. |
| **Technical Question 7 - Obsolescence Management** |
| * Please detail how you will identify, manage and report on the obsolescence status of the items and subcomponents covered by this tender
 |
| Total marks available for this question = 100 |
| Weightings: 10% |
| 0 | Unacceptable | Not answered or the provider has failed to demonstrate any evidence in this area. |
| 30 | Poor | Details supplied cover a basic approach to obsolescence management Details supplied indicate an effective process for identifying, managing and reporting obsolescence. |
| 70 | Satisfactory | The Potential Provider has supplied details of effective process for identifying, managing and reporting obsolescence. Which includes detail on how potential resolution options and/or alternatives will be investigated and presented to the authority for consideration.  |
| 100 | Good | The Potential Provider has supplied details of effective process for identifying, managing and reporting obsolescence. Detail includes how Risk categorisation will be applied and when either pro-active or reactive process will be used to monitor the supply base. Further details include plans on multiple sub-supplier engagement, collaborative working arrangements, sharing supply forecasts, identifying stock availability within the extended supply chain and how potential resolution options and/or alternatives will be investigated and presented to the authority for consideration.  |

|  |
| --- |
| **Technical Question 8 - Non-Compliant Work and Goods** |
| Please describe the processes and procedures your organisation has in place for identifying, recording, controlling, and rectifying any non-compliant goods and/or services before delivery. Please describe how you periodically review, correct, and improve quality performance in this area. *Your response must be no more than 3800 characters.* |
| **Total marks available for this question = PASS/FAIL** |
| PASS | Minimum Standard is to demonstrate to the Authority’s satisfaction processes and procedures which ensure that non-compliant goods and/or works/services are identified, quarantined and rectified before delivery, which comply with the above listed requirements, and which are embedded within your organisation.. |
| FAIL | The potential provider’s answer contains limited details of their Outward Assembly Testing and Final Inspection process to the latest OEM specification and does not contain any supporting evidence OR the procedures described are considered poor  |
| **Technical Question 9 - Compliance to Specification/Statement of Work** |
| Please describe your process and procedures for ensuring compliance to specifications and/or statements of work. Please include a description on how you maintain document control. Please describe how you periodically review, correct, and improve performance in this area. If you will be tendering as a consortia, please provide the information requested for the sub-contractor you detailed or your consortia.*Your response must be no more than 3800 characters.* |
| **Total marks available for this question = PASS/FAIL** |
| PASS | The Minimum Standard is to demonstrate to the Authority’s satisfaction processes and procedures which ensure compliance to specifications and/or statements of work, which comply with the above listed requirements, and which are embedded within your organisation. |
| FAIL | Failed to demonstrate to the Authority’s satisfaction processes and procedures which ensure compliance to specifications and/or statements of work, which comply with the above listed requirements, and which are embedded within your organization |
| **Technical Question 10 – Security** |
| Please describe your security processes and procedures relating to access control and security at all your organisation’s locations and sites of activity in each case so as to ensure the safe keeping of the Authority’s information/documentations and/or equipment/articles. These processes and procedures must demonstrate that the Authority’s information/documentations and/or equipment/articles will be stored in locations that are secure with appropriate monitoring in place. Please confirm the arrangements you have in place to ensure that your suppliers meet and comply with your own security requirements. *Your response must be no more than 3800 characters.* |
| **Total marks available for this question = PASS/FAIL** |
| PASS | The Minimum Standard is to demonstrate to the Authority’s satisfaction security processes and procedures which comply with the above requirements, and which are embedded within your organisation. |
| FAIL | Failure to so demonstrate will exclude your organisation from further participation in this requirement. |
| **Technical Question 11 - Risk Management** |
| Please describe how risk management is handled within your organisation. You must demonstrate a proportionate approach to risk management which can identify and mitigating potential risks relevant to this requirement. Please describe how you periodically review, correct, and improve performance in this area. *Your response must be no more than 3800 characters.* |
| **Total marks available for this question = PASS/FAIL** |
| PASS | The Minimum Standard is to demonstrate to the satisfaction of the Authority a proportionate risk management approach which satisfies the above listed requirements, and which is embedded within your organisation. |
| FAIL | Failure to so demonstrate will exclude your organisation from further participation in this requirement. |

**D3.6 Example Technical Capability Criteria Scoring**

Initial scoring is applied according to the quality of the technical responses submitted with the tender.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Question | Q1 | Q2 | Q3 | Q4 | Q5 | Q6 | Q7 | Combined Weighted Score |
| Weighting | 15% | 10% | 10% | 10% | 15% | 30% | 10% | Weighting |
| Supplier 1 | 100 | 70 | 70 | 70 | 70 | 70 | 70 | 520 |
| Supplier 1 Question Weighted Score | 15 | 7 | 7 | 7 | 10.5 | 21 | 7 | 74.5 |
| **Supplier 1 Weighed Technical Score \*** |  | **40.98** |
| Supplier 2 | 70 | 70 | 100 | 70 | 70 | 70 | 70 | 520 |
| Supplier 2 Question Weighted Score | 10.5 | 7 | 10 | 7 | 10.5 | 21 | 7 | 73 |
| **Supplier 2 Weighed Technical Score** |  | **40.15** |
| Supplier 3 | 70 | 70 | 100 | 70 | 100 | 70 | 70 | 550 |
| Supplier 3 Question Weighted Score | 10.5 | 7 | 10 | 7 | 15 | 21 | 7 | 77.5 |
| **Supplier 3 Weighed Technical Score** |  | **42.63** |

\* As the technical questions constitute a maximum evaluation weighting of 55% towards the tender evaluation, the final weighted technical score will be calculated as follows:

Final Weighted Technical Score = Combined Technical Score x 0.55

In the above example, the final weighted technical score for Supplier 1 = 74.5 x 0.55 = 40.98 (to two decimal places)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Question | Q8 | Q9 | Q10 | Q11 | Mandatory Returns Checklist | **Commercial Compliance** |
| Score | Pass / Fail | Pass / Fail | Pass / Fail | Pass / fail | Pass / Fail | **Pass / Fail** |
| Supplier 1 | Pass | Pass | Pass | Pass | Pass | **Pass** |
| Supplier 2 | Pass | Pass | Pass | Pass | Pass | **Pass** |
| Supplier 3 | Pass | Pass | Pass | Fail | Pass | **Fail** |

**D3.7 Social Values**

There is a requirement for the Authority to evaluate prospective supplier’s Social Values in contracts and bidders are required to provide responses to the following questions, which will constitute a maximum of 10% towards the tender evaluation on a weighted score basis:

|  |  |
| --- | --- |
| Social Value Q1 | 5.0% |
| Social Value Q2 | 2.5% |
| Social Value Q3 | 2.5% |
| **Total Scores** | **10.0%** |

**Scoring**

* Each question is given a weighting, as indicated above
* The total weighting of the social values questions will be equal to the weighting applied to the overall social values section of the tender (10%)
* Each of the questions is scored out of 100
* Scores awarded will be either 0, 30, 70, or 100
* Scores will be divided by 100 then multiplied by the relevant weighting to give a weighted technical capability score
* Where scores are not whole, then they will be rounded to two decimal places

|  |
| --- |
| **Social Value Question 1 – Tackling Economic Inequality****Policy Outcome: Increase supply chain resilience and capacity** |
| Using a maximum of 3800 characters, describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria.Please include:* your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Award Criteria, and
* a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to

 - timed action plan - use of metrics  - tools/processes used to gather data  - reporting  - feedback and improvement  - transparency * how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.

**Award Criteria**Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract.**Model Response Guidance**Activities that demonstrate and describe the tenderer’s existing or planned:* Understanding of opportunities to drive greater collaboration in the supply chain.
* Measures to ensure supply chain relationships relating to the contract will be collaborative, fair and responsible.

**Illustrative examples**: engagement; co-design/creation; training and education; partnering/collaborating; secondment and volunteering opportunities |
| Total marks available for this question = 100 |
| Weightings: 5% |
| 0 | Poor | No answer or where your response covers none of the above sub criteria detailed immediately above |
| 70 | Satisfactory | Where your response covers one, or only partially covers both, of the sub criteria detailed immediately above |
| 100 | Good | Where your response covers both of the sub criteria detailed immediately above |

|  |
| --- |
| **Social Value Question 2 – Fighting Climate Change****Policy Outcome: Effective stewardship of the environment** |
| Using a maximum of 3800 characters, describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria.Please include:* your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Award Criteria, and
* a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to

 - timed action plan - use of metrics  - tools/processes used to gather data  - reporting  - feedback and improvement  - transparency **Award Criteria**Influence staff, suppliers, customers, and communities through the delivery of the contract to support environmental protection and improvement.**Model Response Guidance**Activities that demonstrate and describe the tenderer’s existing or planned: * Understanding of how to influence staff, suppliers, customers, communities and/or any other appropriate stakeholders through the delivery of the contract to support environmental protection and improvement.
* Activities to reconnect people with the environment and increase awareness of ways to protect and enhance it.

**Illustrative examples:**  - Engagement to raise awareness of the benefits of the environmental opportunities identified.  - Co-design/creation. Working collaboratively to devise and deliver solutions to support environmental objectives.  - Training and education. Influencing behaviour to reduce waste and use resources more efficiently in the performance of the contract.  - Partnering/collaborating in engaging with the community in relation to the performance of the contract, to support environmental objectives.  - Volunteering opportunities for the contract workforce, e.g. undertaking activities that encourage direct positive impact. |
| Total marks available for this question = 100 |
| Weightings: 2.5% |
| 0 | Unacceptable | No answer or where your response covers none of the above sub criteria detailed immediately above |
| 30 | Poor | Where your response covers one, or only partially covers both, of the sub criteria detailed immediately above |
| 70 | Satisfactory | Where your response covers one, and substantially covers additional elements, of the second sub criteria detailed immediately above |
| 100 | Good | Where your response covers all of the sub criteria detailed immediately above  |

|  |
| --- |
| **Social Value Question 3 – Equal Opportunity****Policy Outcome: Tackle workforce inequality** |
| Using a maximum of 3800 characters, describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria.Please include:* your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Award Criteria, and
* a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to

 - timed action plan - use of metrics  - tools/processes used to gather data  - reporting  - feedback and improvement  - transparency * how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering

**Award Criteria**Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce**Model Response Guidance**Activities that demonstrate and describe the tenderer’s existing or planned: * Understanding of the issues affecting inequality in employment, skills and pay in the market, industry or sector relevant to the contract, and in the tenderer’s own organisation and those of its key sub-contractors.
* Measures to tackle inequality in employment, skills and pay in the contract workforce.

**Illustrative examples**:  - Inclusive and accessible recruitment practices, and retention-focused activities.  - Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships.  - Working conditions which promote an inclusive working environment and promote retention and progression.  - Demonstrating how working conditions promote an inclusive working environment and promote retention and progression. - A time-bound action plan informed by monitoring to ensure employers have a workforce that proportionately reflects the diversity of the communities in which they operate, at every level.  - Including multiple women, or others with protected characteristics, in shortlists for recruitment and promotions.  - Using skill-based assessment tasks in recruitment.  - Using structured interviews for recruitment and promotions. - Introducing transparency to promotion, pay and reward processes. - Positive action schemes in place to address under-representation in certain pay grades.  - Jobs at all levels open to flexible working from day one for all workers.  - Collection and publication of retention rates, e.g. for pregnant women and new mothers, or for others with protected characteristics.  - Regular equal pay audits conducted. |
| Total marks available for this question = 100 |
| Weightings: 2.5% |
| 0 | Unacceptable | No answer or where your response covers none of the above sub criteria detailed immediately above |
| 30 | Poor | Where your response covers one, or only partially covers both, of the sub criteria detailed immediately above |
| 70 | Satisfactory | Where your response covers one, and substantially covers additional elements, of the second sub criteria detailed immediately above |
| 100 | Good | Where your response covers all of the sub criteria detailed immediately above  |

**D3.8 Example Social Value Criteria Scoring**

Initial scoring is applied according to the quality of the technical responses submitted with the tender. Weighting is then applied as indicated at D3.7, above.

The Social Values questions constitute 10% of the overall tender evaluation criteria. Once the relevant weighting is applied as per the example, a final weighted Social Values score is calculated out of a maximum score of 10.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Social Values Criteria | Social Values Question 1 | Social Values Question 2 | Social Values Question 3 | Total Score |
| Weighting | 5% | 2.5% | 2.5% |  |
| Supplier 1 | 70 | 70 | 70 | 210 |
| Supplier 1 Weighted SV Score | 3.5 | 1.75 | 1.75 | **7** |
| Supplier 2 | 70 | 70 | 70 | 210 |
| Supplier 2 Weighted SV Score | 3.5 | 1.75 | 1.75 | **7** |
| Supplier 3 | 70 | 30 | 70 | 170 |
| Supplier 3 Weighted SV Score | 3.5 | 0.75 | 1.75 | **6** |

**D4. Calculating Overall Tender Scores**

The tender will be awarded to the supplier who scores the highest overall Weighted Value For Money (VFM) Index Score, calculated as follows

|  |  |  |
| --- | --- | --- |
| **Weighted Value for Money Index** |  |  |
|  |  |  |  |  |
| Weighted VfM Index Calculation = | Non-Cost Score (WQ/WC) |
|  |  | Cost |
| WQ = Weighting of non-cost criteria (technical capability + social values) |
| WC = Cost Weighting  |  |  |  |

Weightings applied to calculate non-cost score

|  |  |  |  |
| --- | --- | --- | --- |
| **Repair Lot VFM Weighting** |  |  |  |
| **Non-Cost** | **Cost** |  |  |  |
| 65% | 35% |  |  |  |

**Worked Example: Weighted Non-Cost Score**

Total Non-Cost score is the sum of the technical capability score and the social values scores as calculated above.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Category | Technical Capability | Social Values | Commercial Compliance | Total Non-Cost Score |
| **Weighting** | **55%** | **10%** | **Pass / Fail** | **65%** |
| Supplier 1 | 40.98 | 7 | Pass | 47.98 |
| Supplier 2 | 40.15 | 7 | Pass | 47.15 |
| Supplier 3 | 42.63 | 6 | Fail | 0 \* |

\* As supplier 3 failed commercial compliance, they have been allocated a non-cost score of zero (0) for the purposes of calculating the weighted non-cost score.

**Weighted Non-Cost Score Calculation**

Total Non-Cost Score(Non cost Weighting/Cost Weighting)

Supplier 1 = 47.98 (65/35) = 1323.99

Supplier 2 = 47.15 (65/35) = 1282.02

Supplier 3 = 0 (65/35) = 0

**Determining the winning bid using the Weighted VFM Formula**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Supplier Reference** | **Weighted Non Cost Score** | **Cost (£NPV)** | **VFM Index** | **Rank** |
| Supplier 1 | 1323.99 | £52,227 | 0.025351 | 2 |
| Supplier 2 | 1282.02 | £49,925 | 0.025679 | 1 |
| Supplier 3 | 0.000 | £50,110 | 0.000000 | 3 |

As the bidder with the highest overall Weight VFM Index score, Supplier 2 will be awarded the contract.

D5. **Commercial Compliance – Pass/Fail (Mandatory Returns Checklist)**

|  |
| --- |
| **Mandatory Criteria**  |
| Full completion of the table in DEFFORM 47ST Annex A (Offer) (see paragraph F20) |  | Pass / Fail |
| Minimum Technical Requirements met |  | Pass / Fail |
| A Completed Mandatory Returns List – Annex B to DEFFORM47 |  | Pass/Fail |
| A Deliverable Quality Plan Compliant with AQAP 2105 Edn C Version 1 - Annex C to DEFFORM47 |  | Pass/Fail |
| Supplier Assurance Questionnaire – Cyber Protection Risk Assessment Ref: **RAR-469063448** (For information this requirement has been assessed as being very low- Annex D DEFFORM47Questionnaire to be completed in line with the interim process detailed at Para F27-28 (below) of the DEFFORM47 - a copy of the questionnaire is included with the Tender Document |  | Pass/Fail |
| Evidence of Cyber Essentials Accreditation |  | Pass/Fail |
| Completed DEFFORM 528 – Import and Export Controls – Annex E to DEFFORM47 |  | Pass/Fail |
| Completed Annex B to Schedule 2 to the Terms and Conditions to IRM21/7574 - Price List |  | Pass / Fail |
| Completed DEFFORM 539A (or a nil return) - Contractor’s Sensitive Information Form – Schedule 5 of the Terms and Conditions IRM21/7574 |  | Pass/Fail |
| Completed DEFFORM 68 (or a nil return) – Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor – Schedule 6 to the Terms and Conditions IRM21/7574 |  | Pass/Fail |
| Completed DEFFORM 691 a– Timber and Wood Derived Products - Schedule 7 of the Terms and Conditions IRM21/7574  |  | Pass/Fail |
| A Sample Certificate of Conformity |  | Pass/Fail |
| A Sample Certificate of Calibration |  | Pass/Fail |
| Statement of Traceability for Calibration and Maintenance of Equipment used in Repair |  | Pass/Fail |
| Confirmation that no Russian/Belarusian products, services and/or entities are contained in the supply chain as set out in paragraph F29 of the DEFFORM 47ST |  | Pass/Fail |

**Quality Plan:** Bidders must submit a quality plan compliant with ‘AQAP 2105 NATO requirements for Quality Plans Edition C Version 1 January 2019’ as part of their tender submission. The quality plan will be evaluated against the requirements set out within the ‘Deliverable Quality Plan Review and Evaluation Form’ (Annex C to DEFFORM 47). Compliance will be determined using the following methodology:-

1. Each of the requirements set out in Annex C will be evaluated and issued a compliance level using the following criteria:-

|  |  |  |  |
| --- | --- | --- | --- |
| **Fully Compliant (FC)** | **Substantially Compliant (SC)** | **Partially Compliant (PC)** | **Non Compliant (NC)** |
| All applicable AQAP requirements have been satisfied in full.  | Nearly all applicable AQAP requirements have been satisfied, although some minor weaknesses may remain. | Most applicable AQAP requirements have been satisfied, although some essential requirements not sufficiently addressed. | Several applicable AQAP requirements have not been met or there are major deficiencies in addressing one or more of the applicable AQAP requirements.  |

2. A rating score between 0-3 will be allocated to each of the above referenced compliance ratings as set out below:-

|  |  |
| --- | --- |
| **Compliance Level Rating** | **Score** |
| Non-Compliant | 0 |
| Partially Compliant | 1 |
| Substantially Compliant | 2 |
| Fully Compliant | 3 |

3. On completion of the evaluation, the overall score (being the total of scores of all requirements) will be converted to a percentage (against a maximum achievable total of 123) by applying the below calculation:-

 (Score / 123) \* 100

4. The percentage score is then used to determine a quality plans compliance, and pass/fail, status by applying the following thresholds:-

|  |  |  |
| --- | --- | --- |
| **Percentage** | **Pass / Fail** | **Equivalent Compliance Level** |
| < or = to 33% | Fail | Non-Compliant |
| 34% - 65% | Pass | Partially Compliant |
| 66% - 89% | Pass | Substantially Compliant |
| 90% - 100%  | Pass | Fully Compliant |

Provision of a ‘Non-Compliant’ quality plan will result in a ‘Fail’ against the quality plan requirement and will result in your tender being excluded from further participation in the process.

N.B – The successful bidder will be notified of their equivalent compliance level on contract award and if the quality plan is deemed ‘partially compliant’ or ‘substantially compliant’ the bidder will be required to undertake further work to bring the quality plan up to ‘fully compliant’ with AQAP requirements. Failure to have in place a ‘fully compliant’ quality plan in time for the first purchase order issued under the contract may be considered a material breach of contract.

**DEFFORM 528 Import and Export Controls**: Bidders must submit a fully completed DEFFORM 528 as part of their tender submission. The DEFFORM 528 will be evaluated as part of the ITT. If any product is subject to UK/EU/US or ROW Trade Controls, full classification must be provided.  In case of a ‘nil’ return where the items being offered are not subject to any Trade Controls, a signed DEFFORM 528 is still required and must be completed with NO or N/A in the relevant boxes for each item. Failure to return a fully completed DEFFORM 528 may result in your bid being deemed non-compliant. Please read the guidance notes attached to the DEFFORM 528.

D6. **GENERAL PROVISIONS**

Tenderers have not been provided with any available technical data (save for CSOR where available) Tenderers should refer to Annex A1 – A2 of Schedule 2 to the Terms and Conditions which sets out the required standard of Repair and Calibration.

## Section E – Instructions on Submitting Tenders

### Submission of your Tender

E1. Tenders must be sent to the virtual Tender Board email address as per E3 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. Hard copy or paper Tenders 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 there are no prices present in your unpriced copy.

E2. You must ensure that your DEFFORM 47 Annex A is signed, scanned and emailed with your Tender. Tenders must be compatible with Microsoft Office Word 365 and other MS Office 365 applications. If you password protect or encrypt any information on your Tender containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.

E3. You must upload electronic copies of your Tender to by the date and time stated in the covering letter to this DEFFORM 47. Tenders must be sent in accordance with the below:

* 1. Must be (as appropriate to its content) in ‘Word’, ‘Excel’ or Adobe PDF format.
	2. Must be no larger than 20MB in size per email (if required, multiple emails under 20MB can be uploaded but must then be annotated with a number and the total number of emails, i.e 1 of 3, 2 of 3 etc.
	3. Password protected - A separate email must be sent to the same email address at the same time as the Tender giving the password.
	4. Tender number must be included in the subject line of both the submitted tender and the password email.
	5. Must only be sent to the email address, do not send to or copy any other Babcock email address

E4. 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.

E5. If you intend to email any ITAR or Export Controlled information as part of your Tender, you must notify the Commercial Officer before you email your Tender to the email address in E3.

E6. If you have any difficulty sending your Tender or if you have any questions with regards to the tendering exercise itself, please contact

### Lots

E7. This requirement has been split into lots. Further details can be found at Annex A to Section E below.

### Variant Bids

E8. The Authority will not accept variant bids.

### Samples

E9. Samples are not required

**Annex A to Section E – Lots**

1. The requirement has been divided into the following lots:

**Lot 1** – The Repair and Calibration of Amplifiers, Attenuators & Filters, Bridges & Calibrators, EMC, ESD, Probes & Radiological, Logic & Network Analysers

**Lot 2** - The Calibration and Repair of Oscilloscopes, Pulse Generators & Timers, Frequency, Modulation Meters, Directional Couplers & Power, Signal Analysers, Signal Generators, Spectrum Analysers & Waveform Analyser

**Lot 3** - The Calibration and Repair of Insulation testers, Potentiometers, RCD & Portable Appliance testers, Clamps & Multimeters, Capacitance, Resistance Meters & Voltage Standards

**Lot 4** - The Repair and Calibration of Distortion meters, Measuring Receiver, Radio Test Sets & Antenna

**Lot 5** - Removed due to the absence of sufficient pre-qualified bidders

**Lot 6** – Removed due to the absence of sufficient pre-qualified bidders

**Lot 7** - The Repair and Calibration of Dimensional, Force & hardness, Torque and Pressure Items

**Lot 8** - The Repair and Calibration of Acoustics, Synchro Test Set, Humidity & Temperature and Tachometer Items

**Lot 9** - The repair & Calibration of Mass & Mass (On Site Calibration) Items

1. Tenderers are invited to tender for all or any of the lots as detailed in their specific letter of Invitation to Tender. Each Tenderer must submit one Tender in respect of each lot that the Tenderer has been invited to respond to by the Authority and for which it wishes to submit a Tender.
2. The Tender must meet the Authority’s minimum requirements, operate as a standalone Tender and not be dependent upon any other Tender or any other factors external to the Tender itself, that is the Tender must be capable of being accepted by the Authority in its own right.
3. Tenderers are only permitted to tender for lots in respect of which they have successfully passed supplier selection.
4. The Authority may award separate Contracts of each or any combination.
5. A single Tenderer will be restricted to winning a maximum of number lots as detailed in their specific letter of Invitation to Tender.
6. Details on how each lot will be evaluated can be found in Section D (Tender Evaluation).

## 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. Neither does the issue of this ITT or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.

F2. The Authority reserves the right, but is not obliged to:

1. vary the terms of this ITT in accordance with applicable law;
2. seek clarification or additional documents in respect of a Tenderer’s submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
3. visit your site;
4. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITT;
5. disqualify any Tenderer that is guilty of misrepresentation in relation to their Tender, expression of interest, the dynamic PQQ or the tender process;
6. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34;
7. withdraw this ITT at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
8. re-issue this ITT on a single source basis, in the event that this procurement does not result in a ‘competitive process’ as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and / or the Single Source Contract Regulations 2014;
9. choose not to award any contract as a result of the current tender process;
10. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low; ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

F3. The Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C3.

### Conforming to the Law

F4. You must comply with all applicable 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 behavior and bribery. If you act in breach of this legislation your Tender will be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

### Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline 0800 161 3665 (UK) or +44 1371 85 4881 (Overseas)

**Conflicts of Interest**

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

* devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
* enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
* enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
* canvass the Authority or any employees or agents of the Authority in relation to this procurement; or
* attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have provided advice to the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential conflict of interest (COI) exists, arises or may arise or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must notify the Authority immediately.

F9 Where an actual or potential COI exists or arises or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual or potential COI. The proposal must be of a standard which, in the Authority’s sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details listed in F9 a to g below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:

1. manner of operation and management;
2. roles and responsibilities;
3. standards for integrity and fair dealing;
4. levels of access to and protection of competitors’ sensitive information and Government Furnished Information;
5. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
6. the Authority’s rights of audit; and
7. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no Conflicts of Interest exist between the Tenderer and their advisers, and the Authority and its advisers. Any Tenderer who fails to comply with the requirements described at paragraphs F7 to F10 (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

### Government Furnished Assets

F11. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

### Standstill Period

F12. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award a Contract to the successful Tenderer before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158s are sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

### Publicity Announcement

F13. If you wish to make an announcement regarding this procurement, you must seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the named Commercial Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.

F14. Under no circumstances should you confirm to any Third Party the Authority’s Contract award decision before the Authority’s announcement of the award of Contract.

### Sensitive Information

F15. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross- governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom Of Information requests.

F16. For these purposes, the Authority may share within Government any of the Tenderers documentation/information (including any that the Tenderer considers to be confidential and/or sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any sensitive 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 Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Sensitive Information in accordance with the provisions of this ITT) to any Third Party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer’s Tender. In providing such information the Tenderer consents to such disclosure.

### Reportable Requirements

F18. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you attach the relevant information with the tender submission.

F19. Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete the Annex in full and attach relevant information where required..

### Specific Conditions of Tendering

F 20. **TUPE**

**Applicability Of TUPE**

1.   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 likely to be applicable if this Invitation to Tender results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.

2.    If you have a contrary view to that of the Authority on the applicability of TUPE you are strongly encouraged to submit both a TUPE and non-TUPE tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non-TUPE tender will be considered, otherwise the tender conforming to the Authority's view will be considered.

**TUPE Information Provided For Tendering Purposes**

3.    TUPE information in respect of the current employees is provided at Annex F This information may be updated prior to contract award in which event the short-listed tenderers will be given an opportunity to revise or confirm tendered prices

4.    The information detailed at Annex F has been obtained from the contractor currently undertaking this task. The accuracy and completeness of this information cannot be warranted by the Authority. 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.

F21. The Tenderer shall submit their Tender in accordance with Section E. Tender must include

a. A completed, signed and scanned DEFFORM 47 (Offer)

b. A completed, signed copy of DEFFORM 539A - Tenderer’s Sensitive Information Form.

c. A complete DEFFORM 68 – Supply of Hazardous Materials or Substances in Contractor Deliverables – A ‘NIL RETURN’ should be submitted as necessary.

d. A completed DEFFORM 528 – Import and Export Controls.

e. A sample Certificate of Conformity.

f. A Deliverable Quality Plan compliant with AQAP 2015 NATO requirements for Quality Plans Edition C Version 1 January 2019

g. Evidence of Cyber Essentials Accreditation or Confirmation of Assessment by an Accredited Body

h. Completed Supplier Assurance Questionnaire (Risk Assessment RAR-469063448) and a copy of the email response from the DCPP Team

i. Completed Annex B, Schedule 2 - Price List

j. A sample Certificate of Calibration

k. A completed DEFFORM 691a – Timber and Wood Derived Products form

l. A statement of traceability for Calibration & maintenance of equipment used in repair

m. A written statement of confirmation that no Russian/Belarussian products, services and/or entities are contained in the supply chain.

n. Mandatory Returns Checklist – Completed in Full.

**Shelf Life**

F22. It shall be a requirement of the Contract that, where shelf life is a consideration, the Contractor shall declare to this effect and provide details against each Contractor Deliverable to be recorded at Annex B to Schedule 2 – Price List.

**Sustainable Development**

F23. The Authority is very committed to achieving sustainable development goals through educating the supply chain, developing performance measures and sharing best practice. This is not a condition to working with the Authority now or in the future, nor part of the contract. It is however a commitment on our part to encourage and support sustainable development and we are committed to working with you to this end. The Authority very much hopes that you share this commitment and we will discuss sustainable development further with the successful Tenderer during the performance of any resultant contract.

**Military Level Packaging**

F24. Military level Packaging shall be the responsibility of the Contractor. The Tenderer shall ensure that their bids reflect the full cost of any Contractor Deliverables that require packaging to a military level standard.

F25. Where the Tenderer intends to use a MPAS accredited specialist packaging Contractor to undertake military level packaging, the Tenderer shall submit with his bid details of the Contractor, including full title, address and contact details as a minimum.

**Quality Plan and Inspection**

F26.     In accordance with Condition 20 of Schedule 3 Tenderers are required to submit a Quality Plan compliant with AQAP 2105 NATO requirements for Quality Plans Edition C Version 1 January 2019.

F27.     Tenderers shall allow the Authority access to their premises for the purpose of undertaking Quality Audits and Inspections during the tender period and post Contract award. The Authority can request to carry out an inspection of each of the winning Tenderer’s proposed facilities in line with the Quality Plan. Tenderers must provide a brief written statement with the submission of their Tender confirming their acceptance of this.

**ITT Documentation – Successful Tenderer**

F28. If you are notified that your Tender has been successful you are to retain drawings and technical specifications issued as part of the ITT for the entire contract duration for all items awarded.

**Procurement with suppliers from Russia and Belarus**

F29. Save as set out in PPN 01/22, the Authority will not be accepting Tenders that:

1. contain any Russian/Belarussian products and / or services; and/or
2. are linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
3. registered in the UK or in a country with which the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement; and / or
4. which have significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement.

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

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

**Ministry of Defence**

**DEFFORM 47 Annex A**

**Edn 08/22**

Tender Submission Document (Offer) – Ref Number IRM21/7574

**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 and ITT Material, 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 Terms & 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 | Yes / No |
| **Total Value of Tender (excluding VAT)** |
| £ ………………………………………………………………………………………………………………………WORDS ................................................................................................................................................................................ |
| **UK Value Added Tax** |
| If registered for Value Added Tax purposes, 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 | SMEYes / No |
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| **Mandatory Declarations** (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)): | **Tenderer’s Declaration** |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528 | Yes\* / No |
| Have you completed and attached a DEFFORM 711- Notification of Intellectual property rights (IPR ) Restrictions?  | Yes\* / No |
| Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & 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 a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service? | 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 Sized 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 Sensitive Information Form ? | 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, or any item provided in accordance with the Terms and Conditions of the Contract 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 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. | Yes\* / No |
| Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer? | Yes\* / No / Not Required |
| Have you complied with the requirements of the Military Aviation Authority Regulatory Articles? | Yes / No / Not Required |
| Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITT? | 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** |
| 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:1. the offered price has not been divulged to any Third Party,
2. no arrangement has been made with any Third Party that they should refrain from tendering,
3. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,
4. no discussion with any Third Party has taken place concerning the details of either’s proposed price, and
5. no arrangement has been made with any Third Party otherwise to limit genuine competition.

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.We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.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 tender processes, including value for money and related purposes. We certify that we have identified any sensitive material in Tenderer’s Sensitive Information Form (DEFFORM 539A). |
| **Dated this.................. day of ................................................................... Year ........................** |
| **Signature: In the capacity of****.......................................................................................................**(Must be scanned 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:** |

#### Appendix 1 to DEFFORM 47 Annex A (Offer)

**Edn 08/22**

**Information on Mandatory Declarations**

### IPR Restrictions

1. You must complete and DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information/ technical data that is deliverable or delivered under the Contract where it is, or maybe, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority’s ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.
2. In particular, you must identify:
	1. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, 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;
	2. 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;
	3. the nature of any allegation referred to under sub-paragraph 2.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
	4. 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 2.b.
3. You must, provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 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.
4. You should refer to the DEFFORM 711 explanatory notes for further information on how to complete the form.

### Notification of Foreign Export Control Restrictions

1. 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.
2. 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:

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 6 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.

1. You must use reasonable endeavors to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. 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.
2. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.
3. 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 6.
4. 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 Defense 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

1. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.
2. For the purpose of this competition, for any deliverables not yet imported into the UK, 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
3. 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 His Majesty’s Revenue & Customs (HMRC) authorisations.

### Cyber Risk

14. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of Very Low Risk. The Risk Assessment Reference is RAR–469063448.

The Tenderer must complete an SAQ as part of the Tender response. Tenderers are required to complete the Suppliers Assurance Questionnaire included within this invitation to Tender Annex D to DEFFORM 47.

On completion, this must be sent to the DCPP Team for a result to be provided. The completed SAQ and DCPP result must be included within the tender response, along with a Cyber Implementation Plan (CIP), if appropriate.

### Sub-contracts Form 1686

1. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. 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. Form 1686 and further guidance can be found in the Cabinet office’s [Contractual Process](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf).

### Small and Medium Enterprises

1. 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 2022; 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 SME.
2. 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](https://www.smallbusinesscommissioner.gov.uk/ppc/).
3. Suppliers are also encouraged to work with the Authority to support the Authority’s SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority’s purchasing arrangements, our commercial policies and our SME Action Plan can be found at [Gov.uk](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement) and the DSP.
4. 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](https://www.contracts.mod.uk/feed/) Tel No: 0845 270 7099

### Transparency, Freedom of Information and Environmental Information Regulations

1. The Authority shall publish notification of the Contract and publish Contract documents where required following a request 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.
2. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government’s [Transparency Principles](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/996599/2021-06-22_Transparency_Principles_-final__3_.pdf) and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 12.
3. 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”).
4. You must complete the attached Tenderer’s Sensitive Information Form (DEFFORM 539A, SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.
5. 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

1. By submitting this Tender, you agree to electronic payment in accordance with Clause 36 of the Contract. Failure to accept electronic payment will result in your Tender being non-compliant.

### Change of Circumstances

1. In accordance with paragraph A31, if your circumstances have changed, please select ‘Yes’ to the appropriate question on DEFFORM 47 Annex A and submit a Statement Relating to Good Standing with your Tender.

###

### Asbestos, Hazardous Items and Depletion of the Ozone Layer

1. 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’ to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

**Defence Safety Authority (DSA) Requirements**

1. There are no DSA Requirements.

**Bank or Parent Company Guarantee**

1. You will be informed whether you are required to provide a Bank or Parent Company Guarantee. In the event that you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.

**Mandatory Returns Checklist – IRM20/7574**

|  |  |
| --- | --- |
| **Mandatory Return** | **Tick to indicate inclusion** |
| DEFFORM 47 (Annex A) Tender Submission Document (Offer) |  |
| Completed Mandatory Returns List - Annex B to DEFFORM47 |  |
| Deliverable Quality Plan |  |
| Completed Supplier Assurance Questionnaire (Risk Assessment **RAR-469063448** and a copy of the email assessment response from the DCPP Team |  |
| Evidence of Cyber Essentials Accreditation Certificate  |  |
| Completed DEFFORM 528 Import and Export Information |  |
| Completed Annex B to Schedule 2 of the Terms and Conditions to IRM21/7574 – Pricing List |  |
| Completed (or a nil return) DEFFORM 539A (Edn 08/13) - Contractor’s Sensitive Information Form |  |
| Completed (or a nil return) DEFFORM 68 – Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor  |  |
| Completed (or a nil return) DEFFORM 691a – Timber and Wood Derived Products |  |
| Sample Certificate of Conformity |  |
| Sample Certificate of Calibration |  |
| Statement of Traceability for Calibration and Maintenance of Equipment used in Repair  |  |
| Confirmation that there are no Russian/Belarusian products, services and/or entities in the supply chain as set out in paragraph F29 of the DEFFORM 47ST. |  |

**DEFFORM47 ANNEX C**

**See attached document – Annex C to DEFFORM 47 – Deliverable Quality Plan Review Guidance Notes**

**DEFFORM47 ANNEX D**

**See attached document – Annex D to DEFFORM 47 – Supplier Assurance Questionnaire (SAQ) for contract with a very Low Risk Cyber Profile**

**DEFFORM47 ANNEX E**

**See attached document – Annex E to DEFFORM 47 – DEFFORM528 - Import and Export Information**

**DEFFORM47 ANNEX F**

**See attached documents**

**Annex F to DEFFORM 47 –**

**TUPE Information**