

**Invitation to Tender for**  
Provision of Technical Services for Reliability Centred  
Maintenance (RCM) - LOT 2 - Training - WSPT/202/2

## Contents

This invitation consists of the following documentation:

- **DEFFORM 47 – Invitation to Tender.** The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
  - Section A – Introduction Page 2
    - DEFFORM 47 Definitions
    - Purpose
    - ITT Documentation and ITT Material
    - Tender Expenses
    - Material Change of Control from Supplier Selection
    - Contract Conditions
    - Consultation with Credit Reference Agencies
    - Other Information
  - Section B – Key Tendering Activities Page 5
  - Section C – Instructions on Preparing Tenders Page 6
    - Tenders for Selected Contractor Deliverables
    - Construction of Tenders
    - Validity
    - Variant Bids
  - Section D – Tender Evaluation Page 7
  - Section E – Instructions on Submitting Tenders Page 8
    - Submission of your Tender
    - Samples
  - Section F – Conditions of Tendering Page 9
    - Conforming to the Law
    - Bid Rigging and Other Illegal Practices
    - Conflicts of Interest
    - Government Furnished Assets
    - Standstill Period
    - Publicity Announcement
    - Sensitive Information
    - Reportable Requirements
    - Specific Conditions of Tendering
  - DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1
    - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
- Annex B - Tender Evaluation Instructions
- Annex C - Format of Tender Documentation
- Annex D - Clarification Process
- Annex E - AWARD Instructions
- Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)
- DEFFORM 28 – Tender Return Label
- Draft Contract WSPT/202/2

## Section A – Introduction

### Definitions

- A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as “the Authority”), acting as part of the Crown.
- A2. “Tenderer” means the economic operator or group of operators in the form of a consortium, including sub-contractors, who been invited to submit a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.
- A3. “Invitation to Tender” (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.
- A4. A “Tender” is the offer that you are making to the Authority.
- A5. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) and any associated technical data which the Contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
- A6. “Schedule of Requirements” means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable. You should be aware of the contractual remedies set out in the Contract Conditions. Damages for breach of contract are not limited under the contract. However, you should also note that in exercising its rights and remedies under the contract the Authority must act in a reasonable and proportionate manner having due regard to the nature and consequences of the breach of contract. If you are unsure about the potential liability under the contract, you should seek advice from the named Commercial Officer.
- A7. The “Statement of Requirement” Schedule 1 to Contract WSPT/202/2 details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached to this DEFFORM 47. This may include the System Requirements Document (SRD).
- A8. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.
- A9. “Contract Conditions” means the attached conditions that will govern any resultant contract.
- A10. A “Third Party” is any person who is not an employee of the Tenderer as defined at A2.

### Purpose

- A11. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority's requirement. This documentation explains and sets out the:
- a. tender process and timetable for the next stages of the procurement;
  - b. instructions and conditions that govern this competition;
  - c. information you must include in your Tender and the required format;
  - d. administrative arrangements for the receipt and evaluation of Tenders; and
  - e. Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.
- A12. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.
- A13. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage.

A14. This ITT has been advertised in accordance with the Defence and Security Public Contract Regulations 2011.

### **ITT Documentation and ITT Material**

A15. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any intellectual property rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A15.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation, (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. immediately return all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A16. Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A15 above.

### **Tender Expenses**

A17. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

### **Material Change of Control from Supplier Selection**

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

### **Contract Conditions**

A19. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Acquisition Operating Framework (<https://www.gov.uk/acquisition-operating-framework>).

### **Consultation with Credit Reference Agencies**

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

### **Other Information**

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

See Schedule 1

## Section B – Key Tendering Activities

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

Stage	Date and Time	Initiated By	Submit to:
Invitation to Bidders Conference <sup>1</sup>	Not applicable	The Authority	All Tenderers
Date for Confirmation of attendance at Bidders Conference <sup>1</sup>	Not applicable	Tenderers	Not applicable
Final date for Clarification Questions / Requests for additional information	15/12/17	Tenderers	DE&S Commercial via AWARD
Final Date for Requests for Extension to return date <sup>2</sup>		Tenderers	DE&S Commercial via AWARD
The Authority issues Final Clarification Answers	21/12/17	The Authority	All Tenderers <sup>3</sup>
Tender Return	16/01/18	Tenderers	The Tender Board, using DEFFORM 28 and AWARD
Tender Evaluation	17/01/18	The Authority	N/A
Negotiations <sup>4</sup>		The Authority	N/A
Reverse Auction	Not applicable	The Authority	N/A
Trials / Testing	Not applicable	The Authority	N/A

### Notes

1. A Bidders Conference is where the Authority presents the requirement to all Tenderers at the same time. A copy of the presentation will be issued to all Tenderers regardless of attendance. It gives you an opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those attending the Bidders Conference to the above named contact, by the date shown, so that access to the site can be arranged.
2. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.
3. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.
4. Negotiations are not permitted under the Open or Restricted Procedures.

## **Section C - Instructions on Preparing Tenders**

### **Tenders for Selected Contractor Deliverables**

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

### **Construction of Tenders**

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm PriceAs stated in Invitation to Tender .

C3. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

### **Validity**

C4. In accordance with F3 your Tender must be valid / open for acceptance for 90 calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

C5. Variant Bids - Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITT Documentation. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

C6. You may submit a variant bid, as defined at paragraph C5. The Authority will give full and careful consideration to any permitted variant bids received. Any variant bid should, as far as possible, meet the attached Conditions of Tendering and Contract Conditions. Where you submit a variant bid, you are required to submit two Tenders, one against the Statement of Requirement and one variant bid. The standard Tender must meet the 'minimum' tender evaluation criteria as set out in Section D (Tender Evaluation), and must be submitted in accordance with the Conditions of Tendering. Variant bids will be evaluated in accordance with the tender evaluation criteria as set out in Section D (Tender Evaluation) and must be submitted in accordance with the Conditions of Tendering.

## **Section D – Tender Evaluation**

- D1. This section details how your Tender will be evaluated.
- D2. Tenders will be evaluated using the AWARD tool, against the Evaluation Instructions specified in Annex B to this ITT.
- D3. To assist the Authority's evaluation please set out your Tender in accordance with Annex C to this ITT.



## **Section E – Instructions on Submitting Tenders**

### **Submission of your Tender**

- E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserves the right to reject any Tender received after the stated date and time. You must provide 2 paper copies unpriced and 2 paper copies priced of your Tender.
- E2. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.
- E3. You must complete and include DEFFORM 47 Annex A (Offer) with your Tender. Where you select 'Yes' to any questions you must attach the relevant information.
- E4. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your Priced Tender.
- E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.
- E6. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.
- E7. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.
- E8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

### **Samples**

- E9. Samples are not required.
- E10. You should send any samples to the named Commercial Officer after the Tender return date.
- E11. The Authority may retain all samples for twelve (12) months from the Tender return date. After this period, the Authority will destroy the samples unless you specifically state you require their return. The Authority may keep samples associated with a successful Tender indefinitely.
- E12. Samples that are consumed will not be returned.

## Section F – Conditions of Tendering

F1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to an offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. The Authority reserves the right to:

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

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C4 and subject to paragraph F3.

F3. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C4. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings challenging the award of the contract are instigated, prior to entry into contract, it is a condition of this ITT that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

### Conforming to the Law

F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

### Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline  
0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

## **Conflicts of Interest**

F7. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.

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

- a. manner of operation and management;
- b. roles and responsibilities;
- c. standards for integrity and fair dealing;
- d. levels of access to and protection of competitors sensitive information and Government Furnished Information;
- e. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

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

## **Government Furnished Assets**

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for that GFA from the named Commercial Officer.

## **Standstill Period**

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

## **Publicity Announcement**

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

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

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

## **Sensitive Information**

F14. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring

value for money, related aspects of good procurement practice and answering Freedom of Information requests.

F15. For these purposes, the Authority may share within Government any of the Contractor's documentation / information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the competition process. This allows the MOD to share information with other Government departments whilst complying with our obligations to maintain confidentiality.

F16. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT/ITN) 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**

F17. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach these returns listed in the Annex and, where you select yes, you attach the relevant information.

F18. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority's evaluation of your tender, as detailed in Section D.

F19. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your bank and the relevant bank account number on contract award.

## **Specific Conditions of Tendering**

F20. The Tenderers' attention is drawn to the following:

### **Government Security Classifications Policy**

As of the 2nd April 2014 the new Government Security Classifications Policy (GSC) was introduced. A key aspect of this policy is the reduction in the number of security classifications used. This Tender and any subsequent contract that may be awarded to you as a result, is subject to protection under GSC. You are therefore encouraged to make yourself aware of the changes through the Gov.uk GSC website.

The Authority hereby reserves the right to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by national law or government policy. Where this ITT is accompanied by any instructions on safeguarding classified information (e.g. a security aspects letter), the Authority reserves the right to amend the terms of these instructions as a result of any changes in national law or government policy whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies, or otherwise. This may relate to the instructions on safeguarding classified information as they apply to the tender process and / or any contract awarded to you as a result of this tender process.

## Ministry of Defence

Tender Ref No. WSPT/202/2

## Tender Submission Document (Offer)

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

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

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

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



## **Information on Mandatory Declarations**

### **Part Tender**

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

### **Minimum Order Quantities**

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

### **IPR - Restrictions**

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

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

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

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

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

### **Notification of Foreign Export Control Restrictions**

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

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



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

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

9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.
10. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.
11. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 8.
12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defence Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

## **Import Duty**

13. European Union (EU) legislation permits the use of various procedures to suspend customs duties.
14. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.
15. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty's Revenue and Customs (HMRC) authorisations.

## **Sub-contracts Form 1686**

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

## **Small and Medium Enterprises**

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

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

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

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

BiP Solutions Ltd

Web address: [www.contracts.mod.uk](http://www.contracts.mod.uk)

Tel No: 0845 270 7099

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

21. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 ([Government Transparency and Accountability](#)) and the information contained within DEFCON539.

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

23. You should complete the attached Tenderer's Commercially Sensitive Information Form DEFCON539 (DEFFORM 539A), explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.

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

## **Electronic Purchasing**

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

## **Change of Circumstances**

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

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

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

## **Military Aviation Authority (MAA) Requirements**

28. There are no Military Aviation Authority Requirements.

## **Bank or Parent Company Guarantee**

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

## **The Armed Forces Covenant**

30. The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the Armed Forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

31. The Covenant's two principles are that:

- a. the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- b. special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

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

32. [The Armed Forces Covenant](#) provides guidance on the various ways you can demonstrate your support through the Corporate Covenant.

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

Email address: [covenant-mailbox@mod.uk](mailto:covenant-mailbox@mod.uk)

Address: Armed Forces Covenant Team

Zone D, 6<sup>th</sup> Floor, Ministry Of Defence

Main Building, Whitehall, London, SW1A 2HB

34. Paragraphs 30 - 33 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

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### **WSPT/202/2 - Tender Evaluation Instructions**

#### **Precedence**

1. This Annex B shall take precedence over Section D of DEFFORM 47.

#### **Successful Tender**

2. The successful Tender shall be the Most Economically Advantageous Tender (MEAT).
3. The MEAT is defined as the Compliant Tender that achieves the highest Tender Evaluation Score.
4. Where 2 or more Tenders achieve an equal, highest Tender Evaluation Score the MEAT shall be the Tender that offers the Lowest Price out of those Tenders.

#### **Tender Evaluation Score**

5. Tenders will be evaluated against the Tender Evaluation Criteria summarised at Appendix 1 and scores awarded will be multiplied with the weightings stated in Appendix 1 to calculate the overall Tender Evaluation Score of each Tender.

#### **Tender Criteria**

6. Details of each Tender Criteria are included at Appendix 2 to this document.

#### **Projected Tender Price**

7. Tenderers are required to complete Table 1 of Schedule 2 to Draft Contract WSPT/202/2 using the prices that shall apply to the prospective contract if the Tender is accepted and provide a copy in the Commercial Volume of the Tender.
8. An estimate of the utilisation of each requirement is contained in Appendix 3 to this Annex B and shall be used with the prices submitted with each Tender to calculate a Projected Tender Price that shall be used to evaluate each Tender (the sum of Item Price\*Estimated Utilisation). The information contained in Appendix 5 is supplied for evaluation purposes only and should not be relied upon as a projection of contractual throughput.

#### **Tender Compliance**

9. A Tender achieving a Tender Evaluation Mark of Fail against Criteria 1, 2 or 3 as specified in Appendix 1 shall be deemed non-compliant resulting in the Tender's elimination from the competition. A Tender failing to achieve a Tender Evaluation Score of 36 marks (excluding Criterion 5) will be deemed "technically non-compliant".

#### **AWARD Evaluation**

10. The Authority will be using the AWARD software solution from Commerce Decisions Ltd to manage the submission and evaluation of bidders' tendered documentation. Information for bidders is included at Annex E to the ITT.
11. In addition to the Instructions on Submitting Tenders in Section D of the ITT, Tenders must also be uploaded to AWARD by the date and time stated in the covering letter.

Appendix 1 – Scoring and Weighting Criteria

Appendix 2 – Summary of Criteria

Appendix 3 – Estimated Utilisation

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**Scoring and Weighting Criteria**

1. Table 1 below lists the marks that are available for each Criteria

Description	Mark	Score
Pass	Tender is compliant	Pass
Fail	Tender is non-compliant	Fail
Excellent Response	5	Mark x Weighting = Score
Acceptable Response	3	Mark x Weighting = Score
Concerns with Response	1	Mark x Weighting = Score
No Response	0	Mark x Weighting = Score

Table 1 – Generic Scoring Criteria

2. Table 2 below lists the weightings that shall apply to each Criteria.

Criteria		Weighting
C1	Compliance with tender requirements	Pass/Fail
C2	Acceptance of terms and conditions.	Pass/Fail
C3	Cyber Security	Pass/Fail
C4	VAT Rate Statement	Submitted/Not Submitted
C5	Value for Money	7
C6	RCM Lot 2 Training	3
C7	RCM Lot 2 SQEP Staff Management	3
C8	Quality Management	1
C9	Maritime Maintenance Fundamental course (MMF)	2
C10	Maritime Maintenance Principles (MMP) course	2
C11	SoTR Compliance Matrix	1
<b>Total Pass Mark (excluding C5)</b>		<b>36/58</b>

Table 2 – Specific Scoring Criteria

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Handling Instruction: Commercial in Confidence

Appendix 1 to Annex B to  
ITT WSPT/202/2

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**Tender Evaluation Criteria**

**COMMERCIAL VOLUME**

**Criterion 1: RCM Lot 2 Compliance with Tender Requirements**

**Background:** DEFFORM 47 contains instructions for submitting compliant Tenders

**Aim:** To ensure compliance with Tender submission requirements

**Response Required:** Completed and signed original of Annex A to DEFFORM 47 (Offer);  
Mandatory Declarations (Appendix 1 to DEFFORM 47 Annex A);  
Tender Validity (DEFFORM 47 C4, F3);  
Conflicts of Interest (if applicable; see DEFFORM 47, F7);  
Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)

**Marking Criteria**

Mark	
Pass	Annex A to DEFFORM 47 has been fully completed and signed with an original signature. All relevant documentation associated with Mandatory Declarations has been completed and supplied to the Authority. Tender fully complies with requirements of DEFFORM 47.
Fail	Tender does not comply with requirements of DEFFORM 47



## Criterion 2: Acceptance of Terms and Conditions

**Background:** Under the Restricted procedure of DSPCR 2011 the Authority is not permitted to negotiate on contractual Terms and Conditions.

**Aim:** To secure agreement with contractual Terms and Conditions

**Response Required:** Bidders to state “Compliant” or “Non Compliant” against each of the conditions detailed below and to provide a statement that either:

All Terms and Conditions of Draft Contract WSPT/202/2 are unequivocally accepted  
or  
that clearly identifies any caveats, exclusions or dependencies.

### Marking Criteria

Mark	
Pass	Either: All Terms and Conditions of Draft Contract WSPT/202/2 have been accepted without caveats, exclusions or dependencies OR Caveats, exclusions or dependencies to DEFCONs are acceptable in accordance with Acquisition Operating Guidance <a href="https://www.gov.uk/acquisition-operating-framework">https://www.gov.uk/acquisition-operating-framework</a> and all other Terms and Conditions are unequivocally accepted.
Fail	All Terms and Conditions of Draft Contract WSPT/202/2 have not been accepted and/or any caveats, exclusions or dependencies to DEFCONs are not acceptable.

Section	Term or Condition	Level of Compliance	Comments
<b>2</b>	<b>GENERAL CONDITIONS</b>		
	DEFCON501 (Edn.11/17) - Definitions and Interpretations		
	DEFCON503 (Edn.12/14) - Formal Amendments To Contract		
	DEFCON515 (Edn.02/17) - Bankruptcy and Insolvency		
	DEFCON516 (Edn.04/12) - Equality		
	DEFCON518 (Edn.02/17) - Transfer		
	DEFCON520 (Edn.02/17) - Corrupt Gifts and Payments of Commission		
	DEFCON526 (Edn.08/02) - Notices		
	DEFCON527 (Edn.09/97) - Waiver		
	DEFCON529 (Edn.09/97) - Law (English)		
	DEFCON530 (Edn.12/14) - Dispute Resolution (English Law)		
	DEFCON531 (Edn.11/14) - Disclosure of Information		
	DEFCON532A (Edn.06/10) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)		
	DEFCON537 (Edn.06/02) - Rights of Third Parties		
	DEFCON538 (Edn.06/02) - Severability		
	DEFCON539 (Edn.08/13) - Transparency		
	DEFCON550 (Edn.02/14) - Child Labour and Employment Law		
	DEFCON566 (Edn.10/16) - Change of Control of Contractor		
	DEFCON620 (Edn.05/17) - Contract Change Control Procedure		
	DEFCON630 (Edn.03/15) - Framework Agreements		
	DEFCON658 (Edn.10/17) - Cyber		
<b>3</b>	<b>SPECIFICATIONS, PLANS, ETC</b>		

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Handling Instruction: Commercial in Confidence

Appendix 2 to Annex B to  
ITT WSPT/202/2

	DEFCON129J (Edn.11/16) - The Use Of The Electronic Business Delivery Form		
	DEFCON502 (Edn.05/17) - Specifications Changes		
	DEFCON602B (Edn.12/06) – Quality Assurance (Without Deliverable Quality Plan)		
	DEFCON608 (Edn.10/14) - Access and Facilities to be Provided by the Contractor		
	DEFCON627 (Edn.12/10) - Quality Assurance - Requirement for a Certificate of Conformity		
3.1	NATO Quality Assurance Requirements (Production)		
3.2.	Configuration Controls		
3.3.	Quality Assurance Representative		
4	<b>PRICE</b>		
	Pricing in accordance to Schedule 2 of the contract		
5	<b>INTELLECTUAL PROPERTY RIGHTS</b>		
	DEFCON90 (Edn.11/06) - Copyright		
	DEFCON632 (Edn.08/12) - Third Party Intellectual Property - Rights and Restrictions		
5.1.	Employee's Acknowledgement to Employer of Obligations Relating to Confidentiality		
5.2.	Confidentiality		
6	<b>LOANS</b>		
	DEFCON76 (Edn.12/06) - Contractor's Personnel at Government Establishments		
	DEFCON611 (Edn.02/16) - Issued Property		
	DEFCON694 (Edn.03/16) - Accounting For Property of the Authority		
6.1.	Licences		
6.2.	Government Furnished Facilities		
7	<b>DELIVERY/PERFORMANCE</b>		
	DEFCON5J (Edn.11/16) - Unique Identifiers		
	DEFCON507 (Edn.10/98) - Delivery		
	DEFCON514 (Edn.08/15) – Material Breach		
	DEFCON656A (Edn.08/16) - Termination for Convenience (Contracts Under £5M)		

<b>8</b>	<b>PAYMENTS/RECEIPTS</b>		
	DEFCON513 (Edn.11/16) - Value Added Tax		
	DEFCON522 (Edn.11/17) - Payment and Recovery of Sums Due		
	DEFCON534 (Edn.06/17) - Subcontracting and Prompt Payment		
<b>9</b>	<b>CONTRACT ADMINISTRATION</b>		
	DEFCON605 (Edn.06/14) - Financial Reports		
	DEFCON609 (Edn.06/14) - Contractor's Records		
	DEFCON642 (Edn.06/14) – Progress Meetings		
<b>10</b>	<b>TENDER DOCUMENTS</b>		
<b>11</b>	<b>DURATION</b>		
<b>12</b>	<b>ORDER OF PRECEDENCE</b>		
<b>Schedule 1</b>	<b>STATEMENT OF TECHNICAL REQUIREMENTS</b>		
<b>Schedule 2</b>	<b>PRICING &amp; PAYMENT</b>		
1	Contract Periods		
2	Contract Rates		
3	Travel and Subsistence		
4	Sub-Contractor Prices		
5	Pricing of the Requirements		
6	Requirements		
<b>Schedule 3</b>	<b>TASK AUTHORISATION</b>		
1	Auditing Tasks		
<b>Schedule 4</b>	<b>KEY PERFORMANCE INDICATORS</b>		
	Introduction		
	KPI Statement		
<b>Schedule 5</b>	<b>DEFINITIONS</b>		

### Criterion 3: Cyber Security

**Background:** The Authority has conducted a Cyber risk assessment against the contract requirements and determined that the Cyber Threat level for the requirements is 'Very Low'.

**Aim:** The Authority requires Tenderers to comply with DEFCON 658

**Response Required:** Tenderers are required to complete a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service website (<https://suppliercyberprotection.service.xgov.uk/>) using Risk Assessment Reference RAR-BAZ543B7 before the deadline for Tender Submission and to provide the reference in their Tender.

Tenderers that do not meet the minimum cyber security requirements determined by the RAR are also required to submit a completed Cyber Implementation Plan in their Tender that, if accepted by the Authority, will be included as a condition of Contract WSPT/202/2

### Marking Criteria

Mark	
Pass	The Tenderer has completed a Supplier Assurance Questionnaire and provided the reference in their Tender. Where required a fully completed Cyber Implementation Plan has also been submitted.
Fail	The Tenderer has either: Not fully completed a Supplier Assurance Questionnaire by the deadline for Tender Submission Or Not submitted an appropriate Cyber Implementation Plan where the completed Supplier Assurance Questionnaire identifies that the Tenderer does not meet the required Cyber Security level.

**Criterion 4: VAT Rate Statement**

**Background:** The Authority requires Tenderers to identify the VAT Rate that would apply to any payments made under the prospective contract.

**Aim:** To determine the VAT Rate that suppliers would intend to apply to any payments made under the prospective contract.

**Response Required:** Tenderers are required to state in the Commercial Volume of its Tender the VAT Rate that it would intend to apply to any payments under the prospective contract.

**Marking Criteria**

Mark	
Submitted	Statement provided
Not Submitted	Statement not provided

### Criterion 5: Value for Money

**Background:** The Authority is required to ensure that it delivers value for money to taxpayers.

**Aim:** To compare the rates provided in Tenders

**Response Required:** Tenderers are required to complete and submit a copy of the Contract Rates table contained in Schedule 2 – Pricing & Payment of Draft Contract WSPT/202/2.

### Marking Criteria

Mark	
0-5 Marks	<p>Compliant tenders shall be identified as those achieving a total score of 36 or higher against all other evaluation criteria.</p> <p>A Projected Tender Price (PTP) for each Tender shall be calculated by multiplying the Prices provided in each Tender by the Estimated Utilisation values provided in Appendix 3 to Annex B to the ITT.</p> <p>The lowest Projected Tender Price from all compliant Tenders will be identified (LTP: Lowest Tender Price) and will be used to calculate each Tender score for this criterion as described below.</p> <p>The difference between the PTP and the LTP will be calculated (D: Difference = PTP minus LTP)</p> <p>D will be divided by LTP to identify how much higher the PTP is relative to LTP.</p> <p>This value will then be subtracted from 1 to give the score for this criteria which will then be multiplied by 5 (the maximum available points score for each criteria) to give your points score. If this calculation would result in a minus score then you will be awarded 0 points.</p> <p>The full calculation is:</p> $\text{Score} = (1 - \frac{D}{LTP}) \times 5$ <p>Where D = PTP-LTP</p>

**TECHNICAL VOLUME**

**Criterion 6: RCM Lot 2 Training**

**Background:** It is important to the Authority that the Contractor is able to demonstrate suitable knowledge in being able to conduct training against both Def Stan 00-45 and BR1313a.

**Aim:** That the Authority will have confidence the contractor has the ability to provide training in this specialist area as defined in the SOTR.

**Response Required:** The contractor is to provide documented evidence that they have the required capability to meet the requirement as detailed below; (including, but not limited to):

- a. Provide recent experience (last 3 years) of conducting training in general, and in particular the field of RCM.
- b. Provide suitable draft management plans/ business processes that the Company would employ to fulfil the requirement detailed in the SOTR
- c. Provide documented evidence (experience and scope) which demonstrates to the Authority that the Company has the knowledge and experience necessary to conduct the requirement as listed in the SOTR.

**Marking Criteria**

Mark	
Excellent Response	The bidder has provided detailed information which demonstrates all the details and criteria listed, giving the authority excellent confidence that they can perform the training function as detailed in the SOTR
Acceptable Response	The bidder has provided detailed information which demonstrates the details and criteria listed, giving the authority confidence that they can perform the training function as detailed in the SOTR
Concerns with Response	The bidder has demonstrated sufficient details which gives the Authority assurance that the contractor will be able to perform the requirements in the SOTR over a set period of time, and become fully compliant with the requirements of the SOTR after a period of development.
No Response	The bidder has either not responded, or the response is deemed insufficient to meet the requirements as listed in the SOTR.



### Criterion 7. RCM Lot 2 Staff SQEP Management

**Background:** The Authority requires assurance that the contractor has plans in place to ensure that suitably knowledgeable staff both in the discipline of RCM and training that will be available to maintain the necessary level of service throughout the duration of the contract.

**Aim:** To ensure that adequate numbers of knowledgeable personnel are available to maintain the level of service across the life of the contract.

#### Response required:

Provide a Staff Management Plan that describes:

- To provide details experience and qualifications of the personnel that are to be employed against this requirement which are relevant to the field of RCM and training.
- How you will ensure replacement personnel inducted onto this contract have a suitable qualification / Level of experience to carry out the required service. Consideration should be given to the specific security requirements of this service. How you will maintain appropriate staffing levels during the period of the contract.
- Describe how your Staff Management Plan will ensure the level of service is maintained throughout the life of the contract, including (any) surges in throughput.

#### Marking Guidance

Mark	
Excellent Response	The bidder has provided an appropriate and fully detailed staff management plan that addresses all areas requested and provides full confidence in the bidder's ability to fulfil the requirement.
Acceptable Response	The bidder has provided a detailed staff management plan that covers most, but not all of the areas requested
Concerns with Response	The bidder has provided a staff management plan, with limited detail of how this will ensure that levels of service are maintained across the life of the contract.
No Response	The bidder has provided an outline staff management plan, but fails to demonstrate how the required level of service will be maintained across the life of the contract.

## **Criterion 8: Quality Management**

**Background:** The Contractor is responsible for ensuring that the quality of the work performed and of the articles and materials supplied by him and all his Sub-Contractors conform to the requirements of the Contract.

The Contractor shall maintain a Quality Management System and continually improve its effectiveness in accordance with the terms and conditions of the Contract and that Quality planning is carried out in accordance with ISO 9001-2008, AQAP 2120 and AQAP 2105 requirements.

For the AQAP series, the following interpretations apply:

- Where the Contract refers to the “Authority”, the AQAP series refers to the “Acquirer”
- Where the Contract refers to the “Contractor”, the AQAP series refers to the “Supplier”
- Where the Contract refers to the “Sub-Contractor”, the AQAP series refers to the “Sub-supplier”

### **Response Required :**

The bidder shall provide copies of the Company ISO Certification and a Draft Quality Plan tailored for the Statement of Work (SoW) and in accordance with AQAP 2105. This Quality Plan shall detail the requirements for Quality Assurance as specified below. In addition the bidder shall provide access to the relevant parts of their Company Quality Manual upon request from the Authority.

The QP shall address all areas of AQAP 2105 but shall describe in detail:

- Staff directly involved with QA (AQAP 2105 Sect. 4.4)
- Planning and control procedures for product realisation (AQAP 2105 Sect 4.7.1)
- Planning and control of design (AQAP 2105 Sect. 4.7.3)
- Configuration Management Control including application for Concessions (AQAP 2105 Sect 4.7.7)
- Purchasing including control of sub-suppliers and the ‘flow down’ of prime contract conditions (AQAP 2105 Sect. 4.7.4)
- Records of Contract/Management Review carried out both within the Company and with all sub-suppliers (AQAP 2110 Sect. 5.6)
- Control of Non-Conforming Product including corrective and preventative action (AQAP 2105 Sect. 4.8.4)
- Monitoring and measurement of Customer Satisfaction (AQAP 2105 Sect. 4.8.1)

### **Reference Documents**

The following documents shall be referenced in the Contractor’s Quality Management System:

- BS EN ISO 9001-2008 - Quality Management System - Requirements.
- AQAP 2120

### Marking Guidance

Mark	
Excellent Response	Excellent is acceptable as a deliverable without further work.
Acceptable Response	Good and generally meets the tender requirement however needs some work as detailed in the evaluation sheet to allow for its acceptance as a deliverable.
Concerns with Response	Acceptable but falls short of the tender requirement and needs work as detailed in the evaluation sheet to allow for its acceptance as a deliverable.
No Response	The bidder has not provided a Quality Plan or has provided a poor and unacceptable submission.

### Criterion 9: Maritime Maintenance Fundamental course (MMF)

**Aim:** To assess the bidders' capability to carry out a sample task in an efficient and cost-effective manner the contractor is to submit a proposal to conduct 2 in No. maritime maintenance fundamental (MMF) courses over a six month period. The Contractor is to allow for the courses to be conducted at Abbey Wood, and that the Authority will book the training rooms necessary to conduct the course. All other details are to be taken from the SOTR. Note: It is assumed for this task that both the Authority and the Contractor will have agreed suitable planning dates to conduct these courses which are suitable to both the Authority and the contractor.

#### Response Required:

- a. Complete the requirement as detailed in Aim above.
- b. To provide a written proposal which details how the contractor would meet all the deliverable requirements as detailed in paragraph 4 of the SOTR.
- c. Provide details of any quality and vetting activities the bidder would normally complete to deliver the task and provide details of the resources used.
- d. Identify, consistent with your staff management plan and the SQEP levels as detailed in the SOTR, the skill sets of staff who will undertake this task.

#### Marking Criteria

Mark	
Excellent Response	The bidder has provided a fully detailed report, answer and explanation that enables the Authority to have excellent confidence that the Contractor can provide the necessary training support to the MMSG.
Acceptable Response	The bidder has provided a satisfactory report and explanation that enables the Authority to have confidence that the Contractor can provide the necessary training support to the MMSG.
Concerns with Response	The bidder has provided a generic report and explanation and would require support and time from the Authority to achieve the required level of outputs required to deliver necessary outputs.
No Response	The bidder has provided no, or only basic, information which gives no confidence that the contractor can provide the minimum level of support needed.

### Criterion 10: Maritime Maintenance Principles (MMP) course

**Aim:** To assess the bidders' capability to carry out a sample task in an efficient and cost-effective manner the contractor is to submit a proposal to conduct 2 in No. maritime maintenance principles (MMP) courses over a six month period. The Contractor is to allow for the courses to be conducted at Abbey Wood, and that the Authority will book the training rooms necessary to conduct the course. All other details are to be taken from the SOTR. Note: It is assumed for this task that both the Authority and the Contractor will have agreed suitable planning dates to conduct these courses which are suitable to both the Authority and the contractor.

#### Response Required:

- a. Complete the requirement as detailed in Aim above.
- b. Provide a written proposal which details how the contractor would meet all the deliverable requirements as detailed in paragraph 4 of the SOTR.
- c. Provide details of any quality and vetting activities the bidder would normally complete to deliver the task and provide details of the resources used.
- d. Identify, consistent with your staff management plan and the SQEP levels as detailed in the SOTR, the skill sets of staff who will undertake this task.

#### Marking Criteria

Mark	
Excellent Response	The bidder has provided a fully detailed report, answer and explanation that enables the Authority to have excellent confidence that the Contractor can provide the necessary training support to the MMSG.
Acceptable Response	The bidder has provided a satisfactory report and explanation that enables the Authority to have confidence that the Contractor can provide the necessary training support to the MMSG.
Concerns with Response	The bidder has provided a generic report and explanation and would require support and time from the Authority to achieve the required level of outputs required to deliver necessary outputs.
No Response	The bidder has provided no, or only basic, information which gives no confidence that the contractor can provide the minimum level of support needed.

### Criterion 11: SoTR Compliance Matrix

**Aim:** To ensure bidders' have understood the full Statement of Technical Requirement and have confirmed they will comply with all requirements, or provide comment for where they are unable to comply.

#### Response required:

Bidders to state "Compliant" or "Non Compliant" against each of the SoTR references detailed below.

#### Marking Criteria

Mark	
Acceptable Response	All statement have been marked as "Compliant".
Concerns with Response	One or more statements have been marked as "Non-Compliant".

Section	Requirement	Level of compliance	Comments
1	Introduction		
2	Background		
2.1	Overview		
2.2	RCM Training Tasking		
2.3	Conduct of Task		
3	Scope of Services		
3.1	Lot 2: RCM Training		
3.2	Contractor Team Requirements		
4	Deliverables		
4.1	Lot 2: RCM Training		
5	Codes and Standards		
6	Interface Management		
7	Key Performance Indicators (KPIs)		
8	Performance of Work		
9	Authority Supplied Information		
10	Assignment and subcontracting		
11	HSW		
12	Quality Assurance		
13	Security		

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Handling Instruction: Commercial in Confidence

Appendix 3 to Annex B to  
ITT WSPT/202/2

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**Estimated Utilisation**

The following estimated utilisation is provided purely for evaluation purposes and should not be relied upon as a projection of contract throughput.

<b>Requirement</b>	<b>Estimated Total Utilisation</b>
Development of Course Content for MMF, MMP and Facilitators Courses	1
Maritime Maintenance Fundamental (MMF)	43
Maritime Maintenance Principles (MMP)	7
Reliability Centred Maintenance Facilitators Course	2



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Handling Instruction: Commercial in Confidence

Appendix 4 to Annex B to  
ITT WSPT/202/2

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## **WSPT/202/2 – Format of Tender Documentation**

Tenderers shall submit 2 signed, hard-copy Tenders in the format below to the Abbey Wood Tender Board by the deadline stated in the Covering Letter to the ITT.

2 additional copies of the Commercial Volume shall also be provided with all Prices removed.

Soft copy Tender documents shall also be uploaded to AWARD by the deadline stated in the Covering Letter to the ITT.

### **HARD COPY TENDERS**

#### **VOLUME 1 - COMMERCIAL VOLUME**

- |  |             |
|--|-------------|
| Section 1 - Compliance with Tender Requirements  | Criterion 1 |
| <ul style="list-style-type: none"><li>• Completed and signed original of Annex A to DEFFORM 47 (Offer)</li><li>• Mandatory Declarations (Appendix 1 to DEFFORM 47 Annex A)</li><li>• Tender Validity (DEFFORM 47 C4, F3)</li><li>• Conflicts of Interest (if applicable; see DEFFORM 47, F7)</li><li>• Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)</li></ul> |             |
| Section 2 - Acceptance of Terms and Conditions   | Criterion 2 |
| <ul style="list-style-type: none"><li>• Acceptance of Terms and Conditions (Draft Contract WSPT/202/2)</li><li>• Completed Terms and Conditions Compliance Table</li></ul>   |             |
| Section 3 - Cyber Security   | Criterion 3 |
| <ul style="list-style-type: none"><li>• Confirmation of completed Supplier Assurance Questionnaire and reference</li><li>• Cyber Implementation Plan (if applicable)</li></ul>   |             |
| Section 4 – VAT Statement  | Criterion 4 |
| <ul style="list-style-type: none"><li>• You are requested to state in the Commercial Volume of your Tender the VAT Rate that you would intend to apply to any payments under the prospective contract if it is awarded to you</li></ul>  |             |
| Section 5 – Value for Money  | Criterion 5 |
| <ul style="list-style-type: none"><li>• Completed Contract Rates table (Schedule 2 – Pricing &amp; Payment of Draft Contract WSPT/202/2).</li></ul>  |             |

## **VOLUME 2 - TECHNICAL VOLUME**

### **MUST NOT CONTAIN ANY PRICES**

Section 1 – Training	Criterion 6
<ul style="list-style-type: none"><li>• 3 years of recent experience</li><li>• Draft management plans</li><li>• Documented evidence of experience and scope</li></ul>	
Section 2 – Staff SQEP Management	Criterion 7
<ul style="list-style-type: none"><li>• Staff Management Plan</li><li>• Experience and qualifications of personnel</li><li>• Surges in throughput</li></ul>	
Section 3 – Quality Management	Criterion 8
<ul style="list-style-type: none"><li>• ISO 9001</li><li>• Company Quality Policy</li><li>• Company Quality Strategy</li><li>• Draft Quality Plan</li></ul>	
Section 4 – Maritime Maintenance Fundamental course (MMF)	Criterion 9
<ul style="list-style-type: none"><li>• Sample task Test Piece 1</li><li>• Meeting deliverable requirements</li><li>• Quality and vetting activities and resources used</li><li>• Staff skill set</li></ul>	
Section 5 – Maritime Maintenance Principles (MMP) course	Criterion 10
<ul style="list-style-type: none"><li>• Sample task Test Piece 2</li><li>• Meeting deliverable requirements</li><li>• Quality and vetting activities and resources used</li><li>• Staff skill set</li></ul>	
Section 6 – SoTR Compliance Matrix	Criterion 11
<ul style="list-style-type: none"><li>• Completed SoTR Compliance Table</li></ul>	

## **SOFT COPY TENDERS**

Tenderers should refer to the AWARD Instructions at Annex D to the ITT.

### **WSPT/202/2 – Clarification Process**

Pre-tender and tender clarification questions will be managed through AWARD. See Annex E for further information.

## **AWARD Instructions to Bidders**

### **Introduction**

1. The Authority is using AWARD software from Commerce Decisions for on-line electronic interaction for the project. AWARD will be used to:
  - a. Allow Tenderers to raise and respond to Requests and Clarifications
  - b. Provide a portal for formal submission of tenders

### **Getting Started**

2. AWARD is an intuitive Internet based system and contains on-line guidance.
3. Each Tenderer organisation will receive an individual login to the AWARD Supplier Portal. The login details will be forwarded to suppliers from AWARD via e-mail.
4. In order to access the system a user will need to state that they have read the Terms and Conditions and that they accept them.
5. A short guide from Commerce Decisions entitled AWARD 6 Quick Start Guide for Suppliers provides instructions to Tenderers on the use of AWARD. Further guidance is also available on the system.

### **Bidder and Authority Clarifications**

6. AWARD will be managing the Bidder and Authority Clarification process. For more information on the use of AWARD please use the guide entitled AWARD 6 Quick Start Guide for Suppliers.

### **Notifications**

7. From time to time the Authority may wish to notify all tenderers of some information. This may be as a result of a Bidder request raised by one of the tenderers. All tenderers will be alerted by AWARD at the same time that a notification is available, which will be available from the Notifications area.


### **Submitting Tenders**

8. You must upload your Tender in to the AWARD Supplier Portal prior to the tender return deadline. The Authority will only evaluate the Tenders uploaded on to the AWARD Supplier Portal.
9. AWARD will be used by the Authority to manage the collection of soft copy Tender material and conduct the Tender evaluation digitally.

# AWARD<sup>®</sup> 6

## Quick Start Guide for Suppliers

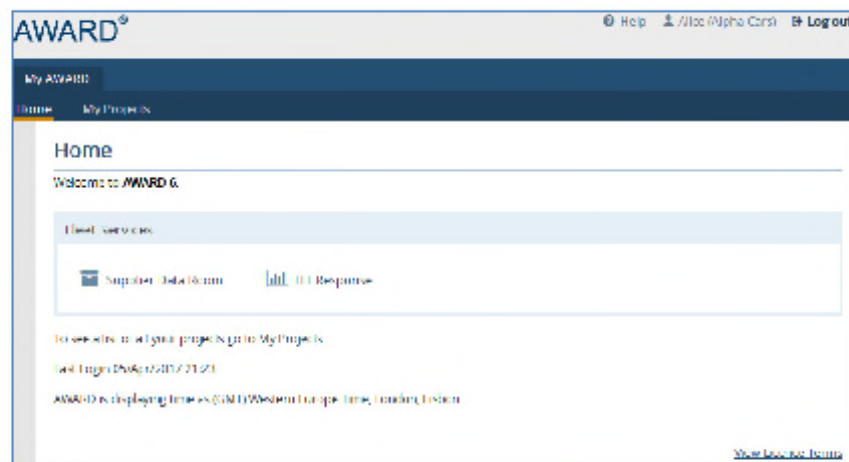
### Tips

1. Your ability to have a spell checker enabled is dependent on the Web Browser type and version you are using. For example if you are using Internet Explorer then version 9 will have a spell checker.
2. For security (and OJEU guidelines), after 30 minutes of inactivity your session will expire and you will be required to re-enter your username and password. Your work will not be lost if you correctly re-enter your details.
3.  **Help** Help is available throughout AWARD. Just click on the icon in the top right for further assistance.

### Overview

This guide is for Suppliers who are logging into AWARD to submit their bid responses and documents directly into a Supplier Interaction Project.

Your AWARD Home Page will show the Project(s) into which you are bidding. Click on the relevant Project:



## **Tenderer's Commercially Sensitive Information Form**

ITT Ref No:
Description of Tenderer's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information in Tender:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

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

**Tender No:**  
**Due 10 am**

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Edn 6/17

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