**DEFFORM 47**

**Edn 05/17**

|  |  |  |  |
| --- | --- | --- | --- |
| MOD_CMYK_AW |  | |  |
| **REDACTED** | |
| **REDACTED** | |
|  | |
| **REDACTED** |  |
| Email: **REDACTED** | |

|  |  |
| --- | --- |
|  | Our Ref:  CBRN/00222  Date: 31 August 17 |

Dear Sir/Madam

**Invitation to Negotiate (ITN) Reference No.** **CBRN/00222**

1. You are invited to tender for Project NABITOin competition in accordance with the attached documentation.
2. The requirement is for the provision of worldwide-deployable, chemical/biological/radiological-protected, Collective Protection (COLPRO) Field Hospital (FH), Staff Working Environment (SWE) and Collective Accommodation (CA) infrastructures.
3. The anticipated date for the contract award decision is February 2018;please note that this is an indicative date and may change.
4. You must submit your Tender to arrive no later than 10AM, BST on 17 October 2017 You must attach the enclosed Tender Return Label (DEFFORM 28ABW) to the outer packaging of your Tender when you submit it to the Authority.
5. Please confirm receipt of this tender to the Commercial Officer stated in the above address.

Yours faithfully

**REDACTED** Commercial Officer

**DES Chemical, Biological, Radiological, & Nuclear Delivery Team**

**DEFFORM 47**

**Edn 05/17**

**List of Suppliers Invited to Submit a Tender for ITN No.** **CBRN/00222**

|  |  |  |
| --- | --- | --- |
| **Supplier Name** | **Supplier Address and Phone No** | **Supplier Point of Contact** |
| [HDT Global Europe Ltd](https://www.contracts.mod.uk/delta/buyers/select/viewSupplierTeamEval.html?respId=55608581&pqqId=54926952&listId=54860198&selectedPage=0&selectedSort=response_id&selectedDir=desc) | **REDACTED** | **REDACTED** |
| [Beth-El Industries](https://www.contracts.mod.uk/delta/buyers/select/viewSupplierTeamEval.html?respId=55321076&pqqId=54926952&listId=54860198&selectedPage=0&selectedSort=response_id&selectedDir=desc) | **REDACTED** | **REDACTED** |
| [ALASKA STRUCTURES, INC.](https://www.contracts.mod.uk/delta/buyers/select/viewSupplierTeamEval.html?respId=55211228&pqqId=54926952&listId=54860198&selectedPage=0&selectedSort=response_id&selectedDir=desc) | **REDACTED** | **REDACTED** |
| [Marshall Aerospace and Defence Group](https://www.contracts.mod.uk/delta/buyers/select/viewSupplierTeamEval.html?respId=55141531&pqqId=54926952&listId=54860198&selectedPage=0&selectedSort=response_id&selectedDir=desc) | **REDACTED** | **REDACTED** |
| [Leidos Ltd](https://www.contracts.mod.uk/delta/buyers/select/viewSupplierTeamEval.html?respId=55134989&pqqId=54926952&listId=54860198&selectedPage=0&selectedSort=response_id&selectedDir=desc) | **REDACTED** | **REDACTED** |
| [KBR](https://www.contracts.mod.uk/delta/buyers/select/viewSupplierTeamEval.html?respId=55128961&pqqId=54926952&listId=54860198&selectedPage=0&selectedSort=response_id&selectedDir=desc) Ltd | **REDACTED** | **REDACTED** |
| [G3 Systems Ltd](https://www.contracts.mod.uk/delta/buyers/select/viewSupplierTeamEval.html?respId=55112515&pqqId=54926952&listId=54860198&selectedPage=0&selectedSort=response_id&selectedDir=desc) | **REDACTED** | **REDACTED** |
| [Schall M. GmbH & Co. KG](https://www.contracts.mod.uk/delta/buyers/select/viewSupplierTeamEval.html?respId=55092843&pqqId=54926952&listId=54860198&selectedPage=0&selectedSort=response_id&selectedDir=desc) | **REDACTED** | **REDACTED** |
| [I-4S](https://www.contracts.mod.uk/delta/buyers/select/viewSupplierTeamEval.html?respId=55092011&pqqId=54926952&listId=54860198&selectedPage=0&selectedSort=response_id&selectedDir=desc) | **REDACTED** | **REDACTED** |

Affix

Stamp

Here

THE TENDER BOARD

Commercial Project Enabling Team

Defence Equipment and Support

The Central Gatehouse

MOD Abbey Wood South

Bristol BS34 8JH

**Tender No: CBRN/00222**

**10 AM- 17 October 2017**

DEFFORM 28ABW

Edn 6/09

Not to be used for General Correspondence with the Ministry

Affix

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DEFFORM 28ABW

Edn 6/09

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**Tender No: CBRN/00222**

**10 AM- 17 October 2017**

**DEFFORM 47**

**(Edn 05/17)**

**Invitation To Negotiate (ITN)**

**for**

**CBRN/00222 – Project NABITO (NABBER and CUBITO)**

**Contents**

This invitation consists of the following documentation:

* DEFFORM 47 – Invitation To Negotiate. 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:

**O Section A – Introduction**

* Definitions
* Purpose
* ITN Documentation and ITN Material
* Tender Expenses
* Material Change of Control from Supplier Selection
* Contract Conditions
* Consultation with Credit Reference Agencies
* Other Information

**O Section B – Key Activities**

**O Section C – Instructions on Preparing Tenders**

* Tenders for Selected Contractor Deliverables
* Construction of Tenders
* Validity
* Variant Bids

**O Section D – Tender Evaluation**

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

* Submission of your Tender
* Samples

**O Section F – Conditions of Tendering**

* Conforming to the Law
* Bid Rigging and Other Illegal Practices
* Conflicts of Interest
* Government Furnished Assets
* Standstill Period
* Publicity Announcement
* Sensitive Information
* Remedies for Breach of Contract
* Reportable Requirements
* Conditions of Tendering Specific to this Requirement

|  |  |
| --- | --- |
| **REF** | **CONTENT** |
| **DEFFORM 47** | **INVITATION TO TENDER (ITN)** |
| ANNEX A | DEFFORM 47 (OFFER) pg.27 |
| APPENDIX 1 to Annex A DEFFORM 47 (OFFER) | INFORMATION ON MANDATORY DECLARATION RETURNS pg.29 |
| ANNEX B TO DEFFORM 47 | COMMERCIAL COMPLIANCE MATRIX |
| Annex C1 to DEFFORM 47 (OFFER) | TECHNICAL ITN MARKING SCHEME |
| Annex C2 TO DEFFORM 47 (OFFER) | TECHNICAL ITN COMPLIANCE MATRIX |
| Annex C3 TO DEFFORM 47 (OFFER) | TECHNICAL SOW QUESTIONS |
| ANNEX D to DEFFORM 47 (OFFER) | COMMERCIAL PRICING EVALUATION |
| ANNEX E to DEFFORM 47 (OFFER) | DEFFORM 28ABW pg.4 |
|  | |
| **DRAFT CONTRACT** | TERMS & CONDITIONS |
| DEFFORM 110 | STATEMENT OF REQUIREMENTS |
| DEFFORM 111 | ADDRESSES AND OTHER INFORMATION |
| ANNEX A | STATEMENT OF WORK |
| ANNEX B1 | SYSTEM REQUIREMENTS DOCUMENT - NABBER |
| ANNEX B2 | SYSTEM REQUIREMENTS DOCUMENT - CUBITO |
| ANNEX B3 | STATEMENT OF WORK ASSESSMENT QUESTIONS |
| ANNEX C | LABOUR RATES |
| ANNEX D | MILESTONE PAYMENT PLAN |
| ANNEX E | KPI’S |
| ANNEX F | NOT USED |
| ANNEX G | SPARES PRICE LIST |
| ANNEX H | COMMERCIALLY SENSITIVE INFORMATION (DEFFORM 539A) |
| ANNEX I | CONTRACT DATA REQUIRMENT (DEFFORM 315) |
| ANNEX J1 | TASK GUIDANCE |
| ANNEX J2 | TASK APPROVAL FORM |
| ANNEX J3 | LIST OF AUTHORISED TAFs |
| ANNEX K | CHANGE CONFIGURATION CONTROLS |
| ANNEX L | GAINSHARE |
| ANNEX M | TABLE OF GFE |
| ANNEX N | SECURITY ASPECTS LETTER |
| *ANNEX O* | *LEAVE BLANK FOR RETURNED SAL* |
| ANNEX P | DEFFORM 129J |
| ANNEX Q | DEFFORM 528 |
| ANNEX R | DEFFORM 177 |
| ANNEX S | INITIAL SPARES PRICE LIST |
| ANNEX T | DEFFORM 111 |
| ANNEX U | EXAMPLE VOP CLAUSE |
| ANNEX V | GLOSSARY |

**Section A – Introduction**

**DEFFORM 47 Definitions**

A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown.

A2. “ Tenderer” means the economic operator or group of operators in the form of a consortium, including sub-contractors, which has been invited to submit a response to this Invitation to Negotiate. Where “you” is used this means an action on you the Tenderer.

A3. “Invitation to Negotiate” (ITN) 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.

A7. The “Statement of Requirement”, Annex A to the draft Contract (Statement of Work), details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached at Annex A to the draft Contract (Statement of Work) 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 ITN 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 ITN and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A13. This ITN has been issued to all potential Tenderers that expressed an interest.

A14. The Requirement was advertised by the Authority in the Defence Contracts Online dated 28/06/2017 with reference to the requirement for CBRN/00222 NABITO following the Competitive Negotiated Procedure under the Defence and Security Public Contracts Regulations 2011.

**ITN Documentation and ITN Material**

A15. ITN 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 ITN. ITN 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 ITN. ITN Documentation, ITN 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 ITN Documentation and ITN Material and for all loss and damage sustained to it while in your care;

b. not copy or disclose the ITN 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 ITN;

c. seek written approval from the Authority if you need to provide access to any ITN Documentation or ITN 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 ITN Documentation (or use beyond the original purpose), or further use of ITN Documentation or ITN 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 Commercial Team if you decide not to submit a Tender;

g. immediately return all ITN Documentation, ITN Material and derived information of an unmarked nature, should you decide not to respond to this ITN, 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 ITN Documentation and ITN Material marked ‘OFFICIAL-SENSITIVE’ or ‘SECRET’.

A16. Some or all of the ITN Documentation and ITN 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 System Guidance (ASG).](https://www.gov.uk/guidance/acquisition-operating-framework)

**Other Information**

A21. The Authority has established that all aspects of the work under the NABITO Contract are classified as UK OFFICIAL and the aspects defined below are specifically caveated as UK OFFICIAL-SENSITIVE for the purpose of DEFCON 660:

|  |
| --- |
| **UK OFFICIAL-SENSITIVE SECURITY ASPECTS**  **(To be Prefixed UK)** |
| 1. NABITO System Requirement Document (SRD) – UK OFFICIAL-SENSITIVE 2. NABITO Technical Evaluation Marking Scheme – UK OFFICIAL-SENSITIVE 3. NABITO Statement of Work (SoW) – UK OFFICIAL-SENSITIVE 4. NABITO Technical Compliance Matrix – UK OFFICIAL-SENSITIVE |

A.22. The full Security Aspects letter can be found at Annex N.

**Section B – Key Tendering Activities**

B1. The key dates for this procurement are currently anticipated to be as follows. The below table is indicative and may change throughout the tender process. Tenderers will be alerted via email of any changes that occur:

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Initiated By** | **Submit to:** |
| Invitation to Negotiate (ITN) | 31st August 2017 | The Authority | N/A |
| Invitation to Bidders Conference1 | 31st August 2017 | The Authority | N/A |
| Date for Confirmation of attendance at Bidders Conference (via email) | 21 September 2017 | Tenderers | **REDACTED** |
| Bidders Conference | 26 September 2017 at Winterbourne Gunner | The Authority | **REDACTED** |
| Final date for Clarification Questions / Requests for additional information | 10:00hrs  10th October 2017 | Tenderers | **REDACTED** |
| Final Date for Requests for Extension2 | 10:00hrs  8th October 2017 | Tenderers | **REDACTED** |
| The Authority issues Final Clarification Answers / Additional information | 12th October 2017 | The Authority | All Tenderers |
| Initial Tender Return | 10:00hrs  17th October 2017 | Tenderers | The Tender Board, using DEFFORM 28 |
| Submission of (Samples for testing – See D3.24 for further info) | 10:00hrs  17th October 2017 | Tenderers | **REDACTED** |
| Notify Bidders of Initial Tender Evaluation Outcome/ Invitations to Negotiations (if required) | 3rd November 2017 | The Authority | All Tenderers |
| *Negotiations4 (In accordance with para. D6).* | *14th / 15th / 16th November 2017* | *N/A* | *N/A* |
| *Resubmission of Bids* | *10:00hrs*  *28th / 29th /30th November 2017* | *Tenderers* | *The Tender Board, using DEFFORM 28* |

**Notes**

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.

1. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.
2. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.
3. Negotiations are only permitted under the Negotiated procedures. The Authority may Award the Contract based on Initial Tenders and therefore reserves the right not to enter into Negotiations.

**Section C - Instructions on Preparing Tenders**

**C1. Tenders for Selected Contractor Deliverables**

C1.1 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**

C1.2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Priced for the initial three years of the Contract, the remaining years (4 and 5), plus all option years (up to 10) prices should be fixed and will be calculated against the Variation of Price Formula of which is referenced under Clause 5 within the Draft Contract Terms and Conditions.

C1.3. To assist the Authority’s evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

**Validity**

C1.4. In accordance with F3 your Tender must be valid / open for acceptance one hundred and twenty (180) calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

C1.5. Variant Bids. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. 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.

C1.6. The Authority cannot evaluate any Variant Bids during this competition.

**Section D – Tender Evaluation**

**D1. Tender Evaluation Process**

D1.1. This section details the process in which your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

D1.2. This Tender will be evaluated using the MEAT (Most Economically Advantageous Tender) method weighted as follows:

* Technical: 60%
* Price: 40%

D1.3 The Tenders that are Commercially and Technically compliant will have their Technical Points score (up to 60) and Price Points score (up to 40) added together to form a Combined Overall Evaluation Score out of 100.

D1.4 In the event that two or more tenderers score the highest overall score from the MEAT calculation then the one with the lowest total Tender Price will be selected as the preferred bidder.

D1.5 The Tenderers with compliant Overall Points Evaluation Scores may be invited to enter into Negotiations at the discretion of the Authority. The Authority reserves the right to award the Contract on the basis of initial Tenders without Negotiations, to the Tenderer who submits the best compliant Tender in accordance with the published award criteria. At which stage feedback will be given in the form of a Tender de-brief to all Tenderers. For further details on the Negotiation Process should the Authority wish to proceed with this stage, see section D6.Step 6.

D1.5 Tenders will be evaluated in the order of the steps detailed below. If a Tender does not meet the mandatory pass criteria stated at that step; evaluation of that Tender shall cease and the non-compliant Tenders shall be excluded from the remainder of the selection process.

Step 1 **Initial Tender Return** - Confirm that the Tenderer has completed the returns in DEFFORM 47 Annex A (Offer) (See section F, paragraph 17) and the information requested at Para 2.2 of this DEFFORM 47. – **PASS/FAIL**

Step 2 **Commercial Compliance Assessment** - Confirm that the Tenderer confirms its unqualified acceptance of the Contractual Terms and Conditions and associated annexes as detailed at the Commercial Compliance Matrix at Annex B to this DEFFORM 47 – **PASS/FAIL**

Step 3 **Technical Assessment (2 parts):**

Part 1 - Assessment of Tenderers response to Compliance with the System Requirements Documents (SRD) as detailed D3.

Part 2 - Assessment of Tenderers response to Compliance with the Statement of Work (SOW) as detailed D3.

Sample Testing

Step 4 **Commercial Price Assessment** – Using DEFFORM 47 Annex D, all compliant Tenders (as detailed in DEFFORM 47 Annex B) will be included in the MEAT (Most Economically Advantageous Tender) calculation detailed at D4.

Step 5 Joint Evaluation - Tenders will be jointly evaluated as detailed at D5.

*Step 6* ***Negotiations*** *- as detailed at D6 (*The Authority reserves the right not to enter into this stage)

*Tender Resubmission (If required)*

*Technical Re-Evaluation of Tenderers response to Compliance with the SRD as detailed D3. (If required)*

*Technical Re-Evaluation of Tenderers response to Compliance with the SOW as detailed D3. (If required)*

Step 7 **Winning Tender**

**D2. Detailed information of steps**

**D2.1 Step 1 – Initial Tender Return**

Tenders should be returned no later than 10:00hrs on Tuesday 17th October 2017. Tenderers should submit their Tender using the DEFFORM 28 to the Tender Board.

**D2.2 Step 2 - Commercial Compliance Assessment (Pass/Fail)**

Commercial Compliance will be evaluated on a Pass/Fail basis as stated below. The Authority reserves the right to reject tenders that are not fully compliant. (i.e. are evaluated as ‘Fail’) in any and/or all of the below areas:

|  |  |
| --- | --- |
| **Mandatory Requirements** | **Evaluation** |
| A fully compliant Tender with all requirements under Sections B, C, D, E and F of the DEFFORM 47 | Pass / Fail |
| Fully completed DEFFORM 47 Annex A (Offer) (See section F, paragraph 17) | Pass / Fail |
| Full compliance with the Authority’s Terms and Conditions – completed Commercial Compliance Matrix (DEFFORM 47 ANNEX B) | Pass / Fail |
| Completed Technical ITN Compliance Matrix (DEFFORM 47 ANNEX C2) | Pass / Fail |
| Completed Pricing Evaluation (DEFFORM 47 ANNEX D) | Pass / Fail |
| If, GFE is to be incorporated, information detailing what GFE will be utilised and clear identification of the associated cost savings applied to the Tender price (ANNEX M to DRAFT CONTRACT). | Pass / Fail |
| Statement confirming the Tender is to be valid / open for acceptance for 180 calendar days from the Tender return date | Pass / Fail |
| Information on Customs Compliance as identified at Appendix 1 paragraphs 13-15 | Pass / Fail |
| Information on Export compliance as identified at Appendix 1 paragraph 7 | Pass / Fail |

**D3. Step 3 – Technical Evaluation**

D3.1. The Technical Evaluation will be conducted in accordance with the guidance below and the Technical Marking Scheme at Annex C1 to the DEFFORM 47.

D3.2. The Technical Evaluation will consist of two parts:

* + Part 1 - Compliance with the individual NABBER and CUBITO System Requirements Document’s (SRD) (Annexes B1 & B2) – this carries an 80% weighting of the overall Technical Score available (60%).
  + Part 2 - Compliance with the Statement of Work (SOW) at Annex (A) made up of Technical Questions – this carries a 20% weighting of the Overall Technical Score available (60%).

D3.4 The Tenderer should complete ANNEX C2 to the DEFFORM 47 (Technical Compliance Matrix) which consists of a number of Tender Deliverables directly related to the individual NABBER and CUBITO SRDs and combined NABITO SOW.

D3.5. Tenderers should indicate within the ‘Location of Evidence’ column on the Technical Compliance Matrix at DEFFORM 47 ANNEX C2 where in their Tender they have answered each question, or provide explanations as to why they have failed to answer the question. References to ‘Location of Evidence’ within the Tender response must be clear and annexed in accordance with the item number stated on the SOW requirements.

D3.6 The evaluation will be carried out by a panel of evaluators. Results will be moderated by an independent Chairman where required.

**Part 1 - System Requirements Evaluation**

D3.7 A point scoring system has been applied to the assessment of compliance with the relative SRD which consists of functional requirements and is worth 80% of the total score available for this section. The Tenderer is required to complete this to act as a declaration of the level of compliance of the proposed design to the SRD. Each requirement has been assigned a priority and scores will be awarded according to their relative importance to the satisfactory operation of the Project Manager.

D3.8 The score of each SRD question will be calculated as below:

1. Each question will be evaluated based on whether the Tenderers response meets the Threshold or the Objective criteria.
2. Threshold is when the Tenderer meets the minimum requirement to pass the question.
3. Objective is when the Tenderer meets the maximum requirement to pass the question.

D3.9 The total score will then be converted to a weighting using the following ratio:

***SRD Overall Score = (Total Score/Maximum Score Available) X 80***

D3.10.The scoring scheme identified per System requirement can be found below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Requirement Priority** | **Non-Compliant**  **Scoring** | **Compliant Scoring Threshold** | **Highly Compliant**  **Scoring**  **Objective** |
| KEY/ Mandatory | X,0 | 10 | 20 |
| P1 | X,0 | 8 | 16 |
| P2 | 0 | 5 | 5 |
| P3 | 0 | 2 | 2 |

**Scoring per SR Priority and Compliancy**

D3.11 Key requirements have been identified within the SRD Compliance Matrix (DEFFORM 47 Annex C2) as having a minimum acceptable limit of performance. Tenderers that fail to demonstrate this minimum level of performance will be deemed to be technically non-compliant. Tenderers who are non-compliant will not be evaluated further.

D3.12 Scores indicated as ‘X’ within the table above are where the declaration for the Mandatory/Key or Priority 1 Requirement does not meet threshold conditions and therefore there is a risk that the proposal is not suitable. Should this occur in the proposals, the Tender Evaluation Panel (TEP) will be notified and a recommendation put forward by the Evaluation team on the basis of the explanatory notes. Following an assessment of the Non-Compliance, the TEP will make one of the following choices:

1. Reject the proposal on the basis of the non-compliance (X);
2. Accept the non-compliance on the basis of the Explanatory notes and perform one of the following:
   * 1. Assess that the non-compliance is sufficiently minor to not affect the intent of the requirements. In this case the Requirement will be allocated an applicable score and the scoring process continued.
     2. Request additional clarifications from the Tenderer prior to a decision to reject or proceed as defined above.
     3. In cases where the requirement is non-compliant, the Authority will consider the impact of this agreement on other bids received.
     4. The Authority reserves the right to reject a Tender that fails to meet a Key or Priority 1 requirement.

D3.13 As detailed in the table above each question related to the System Requirements carry different priorities (Mandatory, Key, Priority 1, 2 and 3). These priorities attract a different point score based on importance and whether the Threshold or Objective criteria has been met:

* + 1. Key/Mandatory questions attract a Threshold score of 10 and an Objective score of 20.
    2. Priority 1 questions attract a Threshold score of 8 and an Objective score of 16.
    3. Priority 2 questions attract a Threshold score of 5 and an Objective score of 5.
    4. Priority 3 questions attract a Threshold score of 2 and an Objective score of 2.

D3.14 It should be noted that:

1. Requirements assessed as Objective will score the Objective value and not the combined score of Threshold + Objective;
2. Where requirements have ‘As Threshold’ / ‘N/A’ as their Objective MoP, the score given, will be that of a Threshold score. In this instance Tenderers should declare Threshold compliance and the compliance matrix will be tailored accordingly.

**Part 2 - Statement of Work Assessment**

D3.15 A weighted scoring system has been applied to the assessment of Compliance with the Statement of Work which consists of non-functional requirements. Each requirement has been assigned a weighting as detailed below and the maximum score available is 20%. Full Question Criteria can be found at Annex C3 and should be referenced with Annex C2 to DEFFORM47.

|  |  |  |
| --- | --- | --- |
| **SOW**  **Question Ref** | **Question Title** | **Weighting (%)** |
| 1 | **Manufacture and Delivery** | 4 |
| 2 | **Safety and Environmental** | 2 |
| 3 | **Training Analysis, Development and Provision** | 4 |
| 4 | **Technical Documentation** | 2 |
| 5 | **PHST** | 3 |
| 6 | **Supply Support** | 2 |
| 7 | **In-Service Support** | 2 |
| 8 | **Obsolescence Management** | 1 |

D3.16 The scoring mechanism to be measured against each question will be a Confidence scheme and will attract a point score out of 10 as detailed out below:

|  |  |
| --- | --- |
| **Score** | **Selection Characteristics** |
| High Confidence  10 | The Tenderer has demonstrated a complete understanding of goals and objectives and high confidence in meeting the requirement. Comprehensive evidence provided to satisfy the MOD that the Tenderer can completely meet the requirement identified. Highly relevant and explicitly articulated experience, skills, competence, capacity and/or approach / process. Nil deficiencies in the response provided. |
| Good Confidence  8 | The Tenderer has demonstrated a high level understanding of goals and objectives and/or good confidence of meeting the requirement. Thorough evidence provided to satisfy the MOD that the Tenderer can meet the requirement identified. Relevant experience, skills, competence, capacity and/or approach / process. Satisfactory deficiencies in the response provided. |
| Acceptable  5 | The Tenderer has demonstrated acceptable understanding of goals and objectives and/or acceptable confidence of meeting the requirement. Acceptable evidence provided to satisfy the MOD that the Tenderer could meet the requirement identified. Minimal Acceptable experience, skills, competence, capacity and/or approach/process. Minimal acceptable deficiencies in the response provided. |
| Concerns  2 | The Tenderer has demonstrated unacceptable understanding of goals and objectives and/or unacceptable confidence of meeting the requirement. Unclear and/or inconsistent evidence provided to satisfy the MOD that the Tenderer could meet the requirement identified. Marginal experience, skills, competence, capacity and/or approach/process. Deficiencies in the response provided. |
| Significant Concerns  0 | The Tenderer has demonstrated little or no understanding of goals and objectives and/or no ability to meet the requirement. The Tenderer has failed to relate their response to the importance (weighting) prescribed by the MOD to the requirement. Nil or limited evidence provided to satisfy the MOD that the Tenderer could meet the requirements identified. Limited experience, capability, capacity, skills, competence and/or approach/process. Significant deficiencies in the response provided. |

D3.17 The weighted score for each question will be calculated using the following ratio:

***Weighting Factor x (Points Score/Max score available)***

D3.18 The weighted scores from each question will then be added together and converted to an overall weighted score out of 20. The calculation is shown below:

***SOW Overall Score = 20 X (Weighted Score/100)***

**Calculation of Technical Evaluation Score**

D3.19 The Technical evaluation panel will be formed of Authority Project Staff and Subject Matter Experts who will individually award each Criterion a confidence score as detailed above, which will subsequently be converted into an Overall Weighted Score. In order for the Tenderers Technical Response to comply, a minimum mark of 50% for both individual criterions (SRD/SOW compliance) has been set. All Results will be moderated by an independent Chairman where required.

D3.20.The total weighted score of the SRD and SOW compliance matrices will be added together to achieve an Overall Technical Evaluation Score.

D3.21. The maximum Overall Technical Evaluation Score achievable is 100 (80 for SRD and 20 for SOW as detailed above). The Authority has set a minimum compliance score of 50% relating to the Overall Technical Evaluation Score. If this minimum score is not met the Tenderer will be deemed not compliant and will therefore not be evaluated further.

**Final Score Calculation (Overall Technical Points)**

D3.22 The Tenderer with the highest Overall Technical Evaluation Score will be awarded 60 Technical Points.

D3.23 All other Tenderers will be awarded a score dependent on the difference between their Overall Technical Evaluation Score and the highest scoring Tenderers Overall Technical Evaluation Score as the ratio below:

***Tenderer Technical Points Score (2 decimal places) = 60 x (Tenderer Score / Highest Score)***  
*Example  
  
Maximum Technical Points available = 60  
  
Tenderer A Overall Technical Evaluation Score = 100  
Tenderer B Overall Technical Evaluation Score = 75*

*Tenderer A Score = 60  
Tenderer B Score = 60 x (75/100)   
Tenderer B Score = 45*

**Sample Testing**

D3.24 Tenderers are required to provide samples/previous DSTL test data and related information as part of their tender returns (as detailed below). These samples may undergo testing by DSTL where required to ensure they are Technically Compliant in accordance with the NABBER and CUBITO SRD’s**.**

D3.25. Sample Requirements:

* 2 A4 sized samples of each COLPRO barrier/liner material (e.g. walls plus floor if they are different material/different thickness, windows, etc.)
* 2 A4 sized samples of the outer skin material if this is separate to the barrier layer
* 2 A4 sized samples of seamed samples of the above materials
* Information on the performance of the filtration system to determine whether any filter testing is required
* Information on the specification of any paints used (e.g. CARC paint compliant with Def Stan 80-208, STANAG 4360, etc)

Following the experience of HAPTIC/BOPSY the Authority also requires:

* 50cm sample of the external air duct/hose from AFU outlet to shelter
* Sample of any zips/seals used on the system mounted in an A4 sized section of the barrier layer such that the mounting is representative of that used on the shelter including any flap, cover, etc that may be incorporated on the shelter
* Information on how the zip/seam terminates (e.g. bodged with sticky tape or covered with Velcro flap etc.)
* Information on how any cable ducts and other pass-throughs are sealed.
* Information on the performance of the filtration system to determine whether any filter testing is required (e.g. what standard has it been tested to and what evidence is available.)

D3.25 All samples should be delivered to the Authority’s Commercial Manager in the form of a “sample pack” as detailed at point B1 of this document. Suppliers who do not deliver samples by the deadline stated will be deemed non-compliant. The samples must be provided at nil cost to the Authority. Tenderers should note that the Authority will not return samples.

**D4. Step 4 – Commercial Price Assessment**

D4.1. The Pricing Evaluation will be conducted in accordance with the Pricing Evaluation spreadsheet at ANNEX D to the DEFFORM 47 and the guidance at Appendix 1 to DEFFORM 47 Annex A.

D4.2 Only those Tenderer’s who are Technically and Commercially compliant will be assessed against the pricing elements of the evaluation.

Score Calculation

D4.3 The Tenderer with the highest points score will be awarded the maximum score available of 40 Points.

D4.4 All other Tenderers will be awarded a score dependent on the difference between their price and the lowest priced Tenderer as set out in the ratio below:

***Commercial Price Points Score = 40 x* (Tenderer Overall Weighted Price Score/Highest Overall Weighted Price Score) in accordance with Appendix 1 to DEFFORM 47 Annex D.**

**D5. Step 5 - Joint Evaluation**

D5.1 The Tenders that are Commercially and Technically compliant (pass Evaluation Stage 1 - 4) will have their Technical Points score (up to 60) and Commercial Price Points score (up to 40) added together to form a Combined Evaluation Score (up to 100). The Tenderers with compliant Overall Points Evaluation Scores may be invited to participate in a Negotiations should the Authority require to enter into this stage. See below for further details on this process.

**D6. Step 6 - Negotiations – The Authority reserves the right not to enter into this stage**

D6.1 Following the Joint Evaluation, the Authority reserves the right to enter into Negotiations will all Tenderers who submitted a compliant bid subject to all minimum requirements being met. The Authority also reserves the right to only enter into negotiations with the three Tenderers who are awarded the highest overall evaluation scores following Steps 1-5 of the evaluation process.

D6.2 Comments relating to each Tender response will be created for each Tenderer and shared with the Tenderers Invited to Negotiate prior to Negotiations taking place to form the Agenda.

D6.3 It is envisioned by the Authority that the focus for Negotiation will be placed on the following areas:

* Incorporation of GFE (if used) and demonstration of associated cost savings
* Demonstration of economies of scales
* Delivery schedule and milestone payment plan structure
* Make-up of initial spares and consumables pack
* Integration
* Any other technical aspects

D6.4Should negotiations take place these will be primarily focussed on Technical aspects. **Tenderers should submit their “best” price as part of their initial Tender response.**

D6.5.Each Tenderer shall be given up to one day of negotiation time from 09:00 – 17:00 inclusive of breaks.

D6.6.Should the tenderer feel at any point during the Negotiation process that they no longer need the allotted time they may indicate this to the negotiation team. This shall be documented and the negotiation will be ended. Any clarification questions after this time, specific to the feedback provided will not be answered by the Authority and the supplier will be notified of this.

D6.7 Tenderers will be given a minimum of 10 calendar days to either revise or confirm their Tender, from the date of the final day of their Negotiation. This will be submitted to the Tender Board with a revised DEFFORM 28ABW, to be issued by the Authority post Negotiation. All submitted Tenders to the Tender Board will remain unopened until the date by which the final Tender is to be received. On this date all submitted Tenders will be opened by the Tender Board.

D6.8 Once all Negotiations are complete and revised Tenders are received, the Technical and Commercial Evaluators will reconvene to evaluate the Revised Tenders in line with stages 2, 3, 4 and 5. A score for each evaluation question, against the returned Tender, will be provided in accordance with the defined scoring mechanism. The revised Tender Technical Points Score (60%) will be combined with the Commercial Price Points Score (40%) added together to form a Combined Evaluation Score out of 100.

D6.9 Negotiations will be held on the Authority’s premises at the following address:

* MOD Abbey Wood

NH1 Yew 3a

Bristol

BS34 8JH

D6.10 The Lead Commercial Evaluator will ensure that all negotiations are recorded for audit purposes and that the process is closely monitored to ensure that the process is evidently fair, reasonable and in accordance with MOD best practice.

D6.11 The Authority reserves the right to discuss the structure of the milestone payment plan with the Winning Tenderer regardless of whether the Negotiation phase takes place and request alterations where required.

**D7. Step 7 - Winning Tender**

D7.1 The Tenderer with the highest scoring “Overall Evaluation Score” post negotiations will be identified as the preferred bidder. In the event that two Tenderers achieve the exact same numerical score, the tender with the lowest priced tender shall be identified as the preferred bidder.

**Section E – Instructions on Submitting Tenders**

**Submission of your Tender**

E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserve the right to reject any Tender received after the stated date and time. **You must provide 1 paper and 2 CD-ROM unpriced copies and 1 paper and 2 CD-ROM priced copies of your Tender.** 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.

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

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

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

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

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

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

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

**Samples**

E9. Where samples are required for evaluation purposes you must be prepared to submit them without charge. You should clearly label samples with the following particulars:

a. your name and address;

b. the Tender Reference Number and due date for return of the Tender; and

c. the Description and Item Number as shown in the Schedule of Requirements.

E10. You should send any samples to the named Commercial Officer to meet 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.

**Section F – Conditions of Tendering**

F1. The issue of ITN Documentation or ITN 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 of contract and acceptance of that, 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 ITN;

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 ITN at any time, or to re-invite Tenders on the same or any alternative basis;

g. re-issue this ITN 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;

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 expiration of the 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 ITN 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 in particular to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation then 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 SC2 Schedule 9, or SC3 Schedule 6) and consent to these terms as part of the competition process. This allows the MOD to share information with other Government departments while 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 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 the returns listed in the Annex and, where you select yes, you attach the relevant information.

F18. The answers provided are for statistical or Contract Management purposes and are not evaluated. However failure to complete this part of the Annex makes your Tender non-compliant.

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

**Additional Notes – Government Furnished Equipment (GFE)**

F20. As specified in the Contract Notice, the Authority is offering the Tenderers the opportunity to incorporate parts of existing structures (HAPTIC & BOPSY) into their solution should Tenderers wish to. There is no obligation for Tenderers to utilise the GFE. Should Tenderers wish to utilise the GFE they must identify in their Tender which parts they would like to incorporate and list the required GFE within Annex M. Tenderers must clearly demonstrate how cost savings have been applied to the Tender in return.

F.21.The following items will be available as GFE:

* Lighting & Power
* Generators
* Power
* Medical Equipment
* HAPTIC & BOPSY structures

F22. It is anticipated that Tenderers will be able to view a BOPSY system during the Tender process by attending the Bidders Conference, however a detailed design pack will not be provided. The Contractor will hold the liability for any equipment they wish to use.

F23. Should the Tenderer wish to obtain further information on the HAPTIC & BOPSY structures in order to utilise them as GFE they should seek this information from the named Commercial Officer via e-mail. This information is only deemed to be relevant to those wishing to utilise the structures and therefore will only be released to Tenderers who submit a request.

**DEFFORM 47 Annex A**

**Edn 05/17**

**Ministry of Defence**

**Tender Ref No. CBRN/00222**

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Applicable Law** | | | | | | |
| I agree that any contract resulting from this competition shall be subject to English Law  \*Where ‘No’ is selected, Scots Law will apply. | | | Yes / No\* | | | |
| **Total Value of Tender (excluding VAT)** | | | | | | |
| £ ………………………………………………………………………………………………………………………  WORDS ....................................................................................................................................................................... | | | | | | |
| **UK Value Added Tax** | | | | | | |
| If registered for Value Added Tax purposes, please insert:  a. Registration No ..........................................  b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £........................... | | | | | | |
| **Location of work (town / city) where contract will be performed by Prime:** | | | | | | |
| Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required) | | | | | | |
| Tier 1 Sub-contractor Company Name | Town / city to be  Performed | Contractor Deliverables | | Estimated Value | | SME  Yes / No |
|  |  |  | |  | |  |
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|  |  |  | |  | |  |
| **Mandatory Declarations** (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)): | | | | | **Tenderer’s Declaration** | |
| Is the offer subject to the Authority contracting for all the Contractor Deliverables? | | | | | Yes\* / No | |
| Is the offer made subject to a Minimum Order Quantity? | | | | | Yes\* / No | |
| Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by 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 DEFFORM 528 | | | | | 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 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 Commercially Sensitive Information Form (DEFFORM 539A)? | | | | | Yes / No | |
| If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version? | | | | | Yes\* / No / N/A | |
| Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012? | | | | | Yes\* / No | |
| Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement? | | | | | Yes\* / No | |
| Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council. | | | | | Yes\* / No | |
| Have you attached The Bank / Parent Company Guarantee? | | | | | Yes\* / No / Not Required | |
| Have you completed, or are you working towards Cyber Essentials accreditation or equivalent and will have it in place by the Commencement Date of the Contract. | | | | | Yes\*/No | |
| Have you complied with the requirements of the Military Aviation Authority Regulatory Articles? | | | | | Yes / No / Not Required | |
| Have you completed the additional Mandatory Requirements? | | | | | Yes / No / Not Required | |
| \*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer). | | | | | | |
| **Tenderer’s Declaration of Compliance with Competition Law** | | | | | | |
| 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:  a. the offered price has not been divulged to any Third Party,  b. no arrangement has been made with any Third Party that they should refrain from tendering,  c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,  d. no discussion with any Third Party has taken place concerning the details of either’s proposed price, and  e. no arrangement has been made with any Third Party otherwise to limit genuine competition.  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 procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A. | | | | | | |
| **Dated this.................. day of ................................................................... Year ........................** | | | | | | |
| **Signature: In the capacity of**  **..........................................................................................**  (Must be original) (State official position e.g. Director, Manager, Secretary etc.) | | | | | | |
| **Name:** (in BLOCK CAPITALS)  **duly authorised to sign this Tender for and on behalf of:** | | | **Postal Address:** | | | |
| **(Tenderer's Name)** | | | **Telephone No:**  **Registered Company Number:**  **Dunn And Bradstreet number:** | | | |

Appendix 1 to DEFFORM 47 Annex A (Offer)

**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 paragraph 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority’s ability to use or disclose the Contractor Deliverable, including export restrictions. In particular, you must identify:

a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;

b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;

c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;

d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

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

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

**Notification of Foreign Export Control Restrictions**

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

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

a. Whether all or part of any Contractor Deliverables are or will be subject to:

(1) a non-UK export licence, authorisation or exemption; or

(2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

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

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

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

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

12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK 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**

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 & Customs (HMRC) authorisations.

**Sub-contracts Form 1686**

16. [Form 1686](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc) (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 chapter. You can access a word version of Form 1686 on GOV.UK at: <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc>

**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 every £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of MOD spending should be spent with SMEs by 2020; this applies to the money which the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an SME.

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 sub-contractors are encouraged to make their own commitment and register with the Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>.

19. Suppliers are also encouraged to work with the Authority to support the Authority’s SME initiative. The link below to Gov.uk website provides information on the Authority’s purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.uk](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement)

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 (<https://www.gov.uk/government/policies/government-transparency-and-accountability>) and the information contained within DEFCON 539.

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

23. You should complete the attached Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A) explaining which parts of your Tender you consider are 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)](https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system) 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 payment will result in your Tender being non-compliant.

**Change of Circumstances**

26. If you have not previously submitted a Statement 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 MAA 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](https://www.gov.uk/government/policies/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: **REDACTED**

Address: **REDACTED**

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.