

## **SPECIAL NOTICES AND INSTRUCTIONS TO TENDERERS**

### **1. OVERVIEW OF DRAFT FATS TASKING**

1.1 This draft FATS tasking invites your proposal to satisfy the Provision of SME Support to the DAATM requirement; it comprises the following separate elements:

**Enclosure 1:** Special Notices and Instructions to Tenderers inc:

- Annex A: Evaluation Criteria (including Appendixes 1 to 5 to Annex A);
- Annex B: Transparency Condition for Tasking Orders
- Annex C: DEFFORM 539A (Edn 08/13) Tenderer's Commercially Sensitive Information Form
- Annex D: Memorandum of Security for MOD Contractors

**Enclosure 2:** D&E Schedule 3 (Tasking Order Form) inc Annexes:

- Annex A: Additional Terms and Conditions
- Annex B: List of Agreed Items
- Annex C: Pricing of Optional Line Items 9, 10 and 11
- Annex D: Security Aspects Letter
- Annex E: CNS Equipage Summary
- Annex F: Open Redacted MOD Mode S List
- Annex G: Selective List of Ground CNS Standards Regulations DAATM

1.2 The Tenderer should make himself fully aware of their content before preparing his proposal.

1.3 If a Tenderer believes that the requirements within these instructions contain an error, omission, or are otherwise unsound, the Tenderer shall immediately notify the Authority's Commercial Officer, in writing, with supporting rationale.

1.4 If any alteration or amendments to the Requirement and/or draft Terms and Conditions of Contract are proposed by the Tenderer, they shall not form part of any resultant Contract (which shall be strictly in accordance with the said Requirements and Terms and Conditions) unless specifically agreed to in writing by the Authority's Commercial Officer prior to the award of Contract.

### **2. SUBMISSION OF TENDERS**

2.1 The Tenderer should submit their Tender documentation in the following formats:

| <b>Document</b>                 | <b>Hard Copy<br/>(No of Copies)</b> | <b>Soft Copy (No<br/>of copies)</b> |
|---------------------------------|-------------------------------------|-------------------------------------|
| Tender response – Priced Copy   | 2 (One signed original)             | 2 (One signed original)             |
| Tender response – Unpriced Copy | 2 (One signed original)             | 2 (One signed original)             |

### **3. TENDER DELIVERY AND PACKAGING INSTRUCTIONS**

- 3.1 All copies of the Tender response are to be submitted to the Authority's Commercial Officer, [REDACTED] for receipt by 10am on 21/10/2015.
- 3.2 Where the Tender response consists of a number of separate packages, each package should be marked clearly, on the outside of the package, with the Tender Number FTS/DE/APSCM2/67, and the Tender Return date. No individual package should weigh more than 11 Kgs.

#### **4. EXTENSION OF RESPONSE TIME**

4.1 If the Tenderer considers that the time allowed for return of his Tender response is insufficient, he should make a written application to the Authority's focal point for an extension of time, stating the minimum extra time required. This should be done as soon as possible and certainly no later than ten (10) working days before the due date for return. Any extension of response time shall be granted at the Authority's sole discretion.

#### **5. COMMUNICATIONS AND NOMINATED FOCAL POINT**

5.1 The Tenderer is to appoint one person who will be responsible for all communications with the Authority and to whom the Authority should address any enquiries. The name, address, e-mail address, fax and telephone number of the contact should be notified to the Authority's focal point at the address given in paragraph 5.2 below within 1 week of the date of issue of this ITT.

5.2 All Tenderers' enquiries to the Authority should be made in writing to the Commercial Section (Authority focal point) at the following address quoting Tender No FTS/DE/APSCM2/67:

[REDACTED]

- 5.3 All Tenderer communications in connection with this ITT, whether Technical, Project Management, Financial or Commercial should in the first instance be made in writing to the nominated Authority focal point who will then be responsible for appropriate dissemination within the Department. Any further ITT guidance, instruction or clarification to be provided to the Tenderer will be issued by the Authority focal point and no other MOD representative. No communications should be made to any other representative(s) of the Authority. Only answers from the Authority focal point shall constitute a formal response or amendment to this ITT.
- 5.4 Tenderers may submit Clarification Questions provided they do so in writing (e-mail will suffice) and they are addressed to [REDACTED]. Any Clarification Questions should be submitted at the earliest available opportunity. Tenderers are reminded that unless the Authority deems their question(s) to be solution specific (i.e. commercially sensitive) then the Authority's response will be sent to all Tenderers. Tenderers may indicate questions they consider to be commercially sensitive but the final view on whether or not they should be regarded as such will be the Authority's.
- 5.5 Whilst the Authority will endeavour to answer all questions as quickly as possible, it is not intended to extend the deadline for submission of Tenders where answers to Tenderer's questions are not available before the response deadline. The cut-off date for receiving queries regarding the tender shall be two weeks before the Tender Response Date.

#### **6. FORMAT AND STRUCTURE OF TENDER RESPONSE**

6.1 The Tender response shall, as a minimum, consist of the following deliverables:

| Description   |
|---|
| Populated Tasking Order Form (including full pricing information in the Schedule of Requirements for all Items. All costs must be included in the price for delivery of each item in the Schedule of Requirements, including Travel and Subsistence costs and any additional costs identified by the Tenderer. A full price breakdown must be provided for each Item) |
| Technical Proposal  |
| Commercial Proposal   |
| Tenderer's Commercially Sensitive Information Form (Annex C to Enc 1)   |
| Populated Optional Line Items Price Breakdown (Annex C to Enc 2)  |
| Populated Technical Evaluation criteria documents (Appendix 2 to Annex A to Enc 1)  |
| Populated Commercial Evaluation criteria documents (Appendix 4 to Annex A to Enc 1)   |
| List of Assumptions, Exclusions and Dependencies  |

6.2 Tenderers shall provide firm prices for Items 1 to 11 of the Schedule of Requirements.

## **7. RESTRICTIONS ON DELIVERABLES**

- 7.1 It is important to the Authority that it has maximum freedom with regards to the Contract deliverables. Therefore the Authority has selected Defcon 703 in the Draft Tasking Order Form (TOF).
- 7.2 In the tender response Tenderers shall identify any restrictions (whether IPR, ITAR etc) which may prevent the Authority from sharing the deliverables under this contract as detailed above.
- 7.3 Tenderers' notice is drawn to the Commercial Evaluation Criteria in this respect.

## **8. VALIDITY OF TENDERS**

8.1 The Tender shall be valid for acceptance by the Authority until 21/12/2015.

## **9. TENDER EVALUATION**

9.1 Tenders shall be evaluated in accordance with the Evaluation Criteria listed at Annex A to Enc 1.

## **10. ITT DOCUMENTS – SECURITY**

- 10.1 If the ITT documents are copied for the purposes of Tender preparation, a control record of such copies is to be kept. The ITT and any copies thereof shall be disseminated only to those personnel with the requisite security clearances and who have a "need to know." The foregoing applies also to any proposed Sub-Contractors who must also hold the appropriate company security clearances.
- 10.2 All documents issued in connection with the ITT remain the property of the Authority. They must not be disclosed to or seen by unauthorised persons, or be used for any purpose other than responding to the ITT. The Tenderer must safeguard any security-classified information issued as part of the ITT.

## **11. DISTRIBUTION OF TENDER DOCUMENTS**

- 11.1 Tenderers may distribute elements of the full ITT, or parts thereof, to their potential or intended Sub-Contractors. It is the responsibility of the Tenderer to ensure that any content with a protective marking is only distributed to companies and/or individuals that adhere to appropriate security requirements.
- 11.2 The contents of this ITT must not be disclosed to un-authorised persons and must be used only for the purposes of tendering.

## **12. TENDER ACCEPTANCE**

- 12.1 Nothing contained in this ITT shall be construed as notifying or implying acceptance by the Authority, of any estimated or suggested price or of any condition of Contract which may have been referred to orally or in writing in any previous discussion or correspondence.
- 12.2 The issue of this ITT is not to be construed as commitment by the Authority to place a Contract as a result of the tendering exercise or at any later stage. Any work or effort undertaken, or costs incurred, in Tender preparation are the liability of the Tenderer.

## **13. SECURITY CLASSIFICATION**

- 13.1 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.
- 13.2 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.

## **14. ASSUMPTIONS/DEPENDENCIES/EXCLUSIONS AND GFX**

- 14.1 It is assumed that the Tenderer has access to relevant Defence Standards and Communication, Navigation and Surveillance/Air Traffic Management technical standards necessary to carry out the tasks described in the Statement of Work (SOW). The Tenderer shall define (in their proposal) any further assumptions, dependencies, exclusions and GFX required to complete this requirement.