## List of Suppliers Invited to Submit a Tender for ITT No. WSPT/202/1

Supplier Name Xpedite Group of Companies Limited	Supplier Address and Phone No The West Barn Southstoke Lane Southstoke Bath BA2 7DW	Supplier Point of Contact Natalie Hobbs
BAE Systems Surface Ships Limited	Warwick House PO BOX 87 Farnborough Aerospace Centre GU14 6YU	John Bailey

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## Invitation to Tender for

Reliability Centred Maintenance (RCM) Support LOT 1 – Maritime RCM Analysis WSPT/202/1

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## 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:

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## **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.

A7. The "Statement of Technical Requirements" Schedule 1 to Contract WSPT/202/1 details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Technical Requirements 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 or the Authority.

## 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 partially advertised but still 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 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:

Tenderers are to note that some requirements of the prospective contract are enduring requirements that are currently delivered by industry under contract. Further information is available at Annex F.

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## **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	Mr James Little - DES Ships Comrcl-WSpt-4b
Final date for Clarification Questions / Requests for additional information	06/09/2017	Tenderers	Mr James Little - DES Ships Comrcl-WSpt-4b To be submitted via AWARD
Final Date for Requests for Extension to return date <sup>2</sup>	13/09/2017	Tenderers	Mr James Little - DES Ships Comrcl-WSpt-4b To be submitted via AWARD
The Authority issues Final Clarification Answers	13/09/2017	The Authority	All Tenderers <sup>3</sup>
Tender Return	27/09/2017	Tenderers	The Tender Board, using DEFFORM 28, soft copy via AWARD
Tender Evaluation	28/09/2017	The Authority	N/A
Negotiations <sup>4</sup>	Not applicable	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.

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## **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 as stated in Invitation to Tender.

C3. To assist the Authority's evaluation please set out your Tender response in accordance with Annex C.

## 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.

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## **Section D – Tender Evaluation**

D1. Tenders will be evaluated in accordance with the Instructions at Annex B to this invitation to Tender.

D2. The Authority will use AWARD from Commerce Decisions to evaluate tenders and tenderers should note the instructions for AWARD at Annex E.

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## 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 2 paper unpriced and 2 paper priced copies of your Tender and copies of supporting documents.

E2. You must not email electronic copies. 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 Tender 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;

You should send any samples to the named Commercial Officer after the Tender return date.

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.

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## 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, 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 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.

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#### Ministry of Defence

#### Tender Ref No. WSPT/202/1

## 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.

Applicable Law				•	
I agree that any contract resulting from this competition shall be subject to English Law					*
*Where 'No' is selected, Scots Law will a	apply.			Yes / No	
Total Value of Tender (excluding VAT	)				
£					
WORDS					
UK Value Added Tax					
If registered for Value Added Tax purpos	ses, please insert:				
a. Registration No					
b. Total amount of Value Added Tax	c payable on this Tender (at	current rate(s)) £			
Location of work (town / city) where c	ontract will be performed	by Prime:			
Where items which are subject of your T column (continue on another page if req			n in town /	/ city to be p	erformed
Tier 1 Sub-contractor Company Name	Town / city to be performed	Contractor Deliverables	Estimat	ed Value	SME Yes / No
			<u> </u>		
<b>Mandatory Declarations</b> (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):				er's Declar	ation
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* /	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?					
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM528					
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?					
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 regards to SMEs?		Yes / No
Have you completed and attached Tenderer's Comme Form (DEFFORM 539A)?	ercially Sensitive Information	Yes / No
If you have not previously submitted a Statement Rela circumstances have changed have you attached a revi		Yes* / No / N/A
Do the Contractor Deliverables contain Asbestos, as Asbestos Regulations 2012?	-	Yes* / No
Have you completed and attached a DEFFORM 68 – Deliverables materials or substances statement?		Yes* / No
Do the Contractor Deliverables (including Packaging) the Ozone Layer, as defined in Regulation (EC) 1005/2 744/2010) of the European Parliament and of the Cour	2009 (as amended <u>by EC</u> ncil?	Yes* / No
Have you attached The Bank/Parent Company Guarar	ntee?	Yes* / No / Not Required
Have you complied with the requirements of the Militar Regulatory Articles?	y Aviation Authority	Yes / No / Not Required
Have you completed the additional Mandatory Require	ements?	Yes / No / Not Required
*If selecting Yes to any of the above questions, pleas DEFFORM 47 Annex A (Offer).	e attach the information detaile	ed in Appendix 1 to
Tenderer's Declaration of Compliance with Competition	n Law	
any arrangement with any Third Party. Arrangement in this or collusion, formal or informal, and whether or not legally b a. the offered price has not been divulged to any Th	binding. In particular: ird Party,	
b. no arrangement has been made with any Third P		-
<ul> <li>no arrangement with any Third Party has been m occasion,</li> </ul>	ade to the effect that we will refrain	in from bidding on a future
d. no discussion with any Third Party has taken plac	ce concerning the details of either	's proposed price, and
e. no arrangement has been made with any Third P	arty otherwise to limit genuine cor	mpetition.
We understand that any instances of illegal cartels or mark suspected by the Authority will be referred to the Competiti action under the Competition Act 1998 and the Enterprise <i>i</i>	on and Markets Authority for invest	
We understand that any misrepresentations may also be that action.	ne subject of criminal investigation	or used as the basis for civil
We agree that the Authority may share the Contractor's info procurement) more widely within Government for the purpo processes, including value for money and related purposes DEFFORM 539A.	ose of ensuring effective cross-Go	vernment procurement
Dated this day of	Year	
Signature: In the capacit	ty of	
	position e.g. Director, Manager, Se	
Name: (in BLOCK CAPITALS)	Postal Address:	
duly authorised to sign this Tender for and on behalf of:		
(Tenderer's Name)	Telephone No: Registered Company Numb Dunn And Bradstreet Numb	

## 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 <u>Security Policy Framework – Contractual Process</u>.

### **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 <u>Prompt Payment Code</u>.

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 <u>Gov.UK</u>.

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: <u>www.contracts.mod.uk</u> 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 (<u>Government Transparency</u> 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 <u>Contracting, Purchasing and Finance</u> (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. <u>The Armed Forces Covenant</u> 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: <a href="mailto:covenant-mailbox@mod.uk">covenant-mailbox@mod.uk</a>

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.

## Tenderer's Commercially Sensitive Information Form

ITT	Ref	No:
T I I	IVCI	110.

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:

Due 10 am

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

Tender No: Due 10 am		DEFFORM 28ABW Edn 6/17
Not to be used for General Correspondence with the Ministry	THE TENDER BOARD Defence Equipment and Support Commercial The Central Gatehouse MOD Abbey Wood South Bristol BS34 8JH	Affix Stamp Here
Tender No: Due 10 am		DEFFORM 28ABW Edn 6/17
Not to be used for General Correspondence with the Ministry	THE TENDER BOARD Defence Equipment and Support Commercial The Central Gatehouse MOD Abbey Wood South Bristol BS34 8JH	Affix Stamp Here
Tender No:		

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Handling Instruction: Commercial in Confidence

ITT

Annex B to ITT WSPT/202/1

## WSPT/202/1 - 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 Tender that offers the highest Value for Money Rating as per the Most Economically Advantageous Tender (MEAT) calculation defined in Appendix 1.

#### Tender Evaluation Score

3. Your Tender will be evaluated against the Tender Evaluation Criteria provided at Appendix 2 and will be multiplied with the weightings to calculate your overall Tender Evaluation Score.

#### **Tender Criteria**

- 4. All required Tender Criteria with scores and weightings are included at Appendix 3 to this document.
- 5. You are required to complete a number of Sample Tasks as part of your Tender submission; these tasks are included at Appendix 4.

#### **Projected Tender Price**

- 6. You are required to complete Table 1 of Schedule 2 of Draft Contract WSPT/202/1 using the rates that shall apply to the prospective contract if your Tender is accepted and provide a copy in the Commercial Volume of your Tender.
- 7. Indicative outturn information contained in Appendix 5 to this Annex shall be used with the prices/rates submitted with your Tender to calculate a Projected Tender Price that shall be used to evaluate your Tender (the sum of item price or Rate\*Indicative Annual Outturn plus Core Service Price over 4.5 years). 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**

8. 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 90 marks will be deemed "technically non-compliant".

#### **AWARD Evaluation**

- 9. 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.
- 10. In addition to the Instructions on Submitting Tenders in Section D of the ITT, your Tender must also be uploaded to AWARD by the date and time stated in the covering letter.
- Appendix 1 Most Economically Advantageous Tender (MEAT) calculation
- Appendix 2 Scoring and Weighting Criteria
- Appendix 3 Summary of Criteria
- Appendix 4 Summary of Criteria on Sample Tasks
- Appendix 5 Indicative Outturn Information for Pricing Purposes

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#### OFFICIAL Handling Instruction: Commercial in Confidence Appendix 1 to Annex B to ITT WSPT/202/1

#### Most Economically Advantageous Tender Calculation

#### Most Economically Advantageous Tender (MEAT) calculation

- 1. The MEAT will be determined using a Relative Value for Money model of all Technically Compliant Tenders, as described below.
- 2. The Lowest Acceptable Tender (LAT) will be the Tender that has the lowest Projected Tender Price of all compliant Tenders.
- 3. The Authority has determined that it requires a Tender to achieve a Tender Evaluation Score of 1% more than the LAT for every £46,410.26 increase in Projected Tender Price for it to be considered equal value for money to the LAT. This defines a threshold value for money rating of 0.000000216 (or 1%/46410.26). The value for money rating for the LAT shall therefore be 0.000000216.

The value for money rating for all other acceptable Tenders will be calculated as follows:

		Score Difference
Value for Money Rating	=	Difference in Price
Where:		
Score Difference	=	Tender Evaluation Score – LAT Tender Evaluation Score
Difference in Price	=	Projected Tender Price – LAT Projected Tender Price

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

#### **Scoring and Weighting Criteria**

Description	Mark	Weighting	Total Score
Pass	Tender is compliant	N/A	N/A
Fail	Tender is non-compliant	N/A	N/A
Excellent Response	5	A factor between 1 and 3	Mark x Weighting = Score
Acceptable Response	3	A factor between 1 and 3	Mark x Weighting = Score
Concerns with Response	1	A factor between 1 and 3	Mark x Weighting = Score
No Response	0	A factor between 1 and 3	Mark x Weighting = Score

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

Table 1 – Generic Scoring Criteria

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

Criteria		Mark	Weighting
C1	Compliance with tender requirements	Pass/Fail	N/A
C2	Acceptance of terms and conditions.	Pass/Fail	N/A
C3	Cyber Security	Pass/Fail	N/A
C4	Transition Plan		1
C5	Project Management Plan		1
C6	Risk Management Plan		1
C7	SQEP Staff Management		2
C8	Quality Management		1
C9	MMSG Floor plate support		3
C10	Support to SCA		2
C11	Maritime RCM		3
C12	Sample task 1 RCM analysis		2
C13	Sample task 1 Resource		3
C14	Sample task 2 Customer Tasking Form		2
C15	Sample task 2 Resource		3
C16	Sample task 3 SCA support		2
C17	Sample task 3 Resource		3
C18	SoTR Compliance Matrix		1
Total Pas	s Mark	90 / 148	

Table 2 – Specific Scoring Criteria

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Appendix 3 to Annex B to ITT WSPT/202/1

#### **Tender Evaluation Criteria**

#### **COMMERCIAL VOLUME**

#### **Criterion 1: RCM Lot 1 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); TUPE Confirmation Statement (DEFFORM 47 Annex F); 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.
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:** The Authority requires a statement that all Terms and Conditions of Draft Contract WSPT/202/1 are unequivocally accepted.

#### Marking Criteria

Mark	
Pass	Either: All Terms and Conditions of Draft Contract WSPT/202/1 have been accepted without caveats, exclusions or dependencies OR Caveats, exclusions or dependencies to DEFCONs are acceptable in accordance with Acquisition Operating Guidance <u>https://www.gov.uk/acquisition-operating-framework</u> and all other Terms and Conditions are unequivocally accepted.
Fail	All Terms and Conditions of Draft Contract WSPT/202/1 have not been accepted and/or any caveats, exclusions or dependencies to DEFCONs are not acceptable.
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Appendix 3 to Annex B to ITT WSPT/202/1

## **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 '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

(<u>https://suppliercyberprotection.service.xgov.uk</u>/) using Risk Assessment Reference (RAR) - **B3CG9A6D** 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/202/1

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.

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#### TECHNICAL VOLUME

#### Criterion 4: RCM Lot 1 Transition Plan

**Background**: It is important to the Authority that the incoming Contractor is able to manage the operational transition in contract with no interruption to the service performance. This will require careful planning and cooperation with the incumbent contractor (where applicable).

**Aim**: That the Authority will have minimised interruption to service performance during the transition between Contracts.

**Response Required**: Provide a Transition Plan that specifies the Tender's process for the following activities (including, but not limited to):

- a. Mobilisation Plan/Programme for incoming Contractor leading up to Day 1 of full service;
- b. Demobilisation Plan/Programme for outgoing Contractor leading up to Day of full service for incoming Contractor;
- c. Staff Implementation Programme;
- d. Your Organisation's TUPE Policy, and how it will be implemented for this project;
- e. Process Map for Maintaining Continuity of Service with NO interruption to service;
- f. Transition Risk Register

#### **Marking Criteria**

#### Mark

Excellent Response	The plans provided by the bidder include practical steps to ensure that continuity of service is maintained during transition into contract, and actively address all risks associated with a seamless transition into the new contract. (Reference may be made to your Risk Register). Overall plans have been customised to suit instances where the bidder identifies special challenges or exceptional circumstances associated with the transition. The proposed organisation for handling the transition is aligned to the challenge of the task.
Acceptable Response	The proposed organisation for handling the transition is adequate for task. The proposed organisation for handling the transition is aligned to the challenge of the task. A basic Risk Register has been supplied commensurate with transition risks.
Concerns with Response	The bidder has provided a basic plan to ensure that disruption to the service is minimised during the transition in contract. An organisational structure to manage the transition has been proposed but it is not clear if it is appropriate to the task.
No Response	The bidder has not provided a practical plan to ensure that disruption to the service is minimised during the transition in contract.

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#### Criterion 5: RCM Lot 1 Project Management Plan

**Background**: The Authority requires assurance that the Contractor will actively and effectively manage all activities relating to the successful management of this service.

**Aim**: Evaluate the bidder's proposals for the management of the contracts scope, including core and non-core services.

**Response Required**: Provide a Project Management Plan for the delivery of the scope of the contract, incorporating outline business processes for all proposed activities in addition to the following activities (including, but not limited to):

- a. Organisation Chart/Resource Plan;
- b. Stakeholder/Communications Management Plan;
- c. Indicative Schedule for Regular/Baseline Activities;
- d. Process Map for Agreeing Changes/Inclusions;
- e. Business Continuity Plan;
- f. Governance;
- g. Reporting Plan/Format;
- h. Financial Management/Reporting of Costs/KPI's;
- i. Review of Performance Process and Continuous Improvement Plan;

Mark	
Excellent Response	The bidder has provided a detailed and entirely suitable Project Management Plan describing a process which assures the effective and efficient delivery of outputs.
Acceptable Response	The bidder has provided a detailed Project Management Plan describing a process which in the view of the Authority is likely to result in the effective delivery of the contract scope.
Concerns with Response	The bidder has provided a Project Management Plan describing a process which in the view of the Authority could be developed to result in the effective delivery of the contract scope.
No Response	The bidder has not provided credible evidence that their ability to manage the service is sufficiently mature for a contract of this nature.

Appendix 3 to Annex B to ITT WSPT/202/1

#### Criterion 6: RCM Lot 1 Risk Management Plan

**Background**: The Authority requires assurance that the Contractor will actively manage all risks relating to delivery of the Contract. Management of risk must include the identification, recording and assessment of risks, as well as having a rolling plan for mitigation of risks. The Authority also requires that information regarding risk and proposed controls are made available for its inspection on an on-going and regular basis.

Aim: Evaluate the bidder's proposals for the management of risk.

**Response Required**: Provide a draft risk management plan for the delivery of the scope of this contract, incorporating any specific risks you have identified (risk register), including analysis of impacts and describe the mitigations you will undertake. Your Risk register should include risks identified relating to (any) transition of service and data integrity and security. Where necessary, reference may be made in the Mitigation of risk to relevant sections of Project Management Plan. Describe the process you use in the identification of risks and explain why you believe your draft risk management plan covers the main risks associated with delivery of the scope of the contract

Mark	
Excellent Response	The bidder has provided a fully detailed draft risk management plan, developed using a process which assures a systematic analysis and mitigation of potential risks. Full details of potential risks have been included and all identified risks mitigated.
Acceptable Response	The bidder has provided a fully detailed draft risk management plan, developed using a process which assures a systematic analysis and mitigation of potential risks. Risks have been explored and all major risks mitigated.
Concerns with Response	The bidder has not provided credible evidence that their ability to manage risk is sufficiently mature for a contract of this nature.
No Response	The bidder has not provided a risk management plan.

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#### Criterion 7. RCM Lot 1 Staff SQEP Management

**Background**: The Authority requires assurance that the contractor has plans in place to ensure that suitably knowledgeable staff 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:
  - 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.
  - $\circ\,$  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.

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.

#### **Marking Guidance**

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#### 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"

**Aim:** The Contractor shall maintain the Contractor's Quality Plan throughout the duration of the contract; any changes shall be agreed with the Authority.

The Quality Plan (QP) shall set out the quality strategy, quality practices, available resources and sequence of activities relevant to the Contract and shall provide assurance to the Authority that:

- The Contract requirements and conditions have been reviewed;
- Effective quality planning has taken place;
- Identified risk areas are being addressed;
- The Contractor has indicated how the quality of products and/or processes, including critical ones (if stated in the contract) shall be assured; and
- Those specific elements of the Contractor's quality system that are to be applied to the Contract are appropriate.

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)

# Configuration Control

The Quality Plan shall include procedures for ensuring configuration control requirements are clearly defined, achievable and compliant with the Contract.

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The Contractor shall ensure that its strategy for configuration control is adequately developed, implemented and documented and clearly understood by all members of the Contractor's design and production team and including relevant areas of the supply chain.

Configuration control shall be the means by which the Contractor administers control of the product for form, fit and function and shall include the following interrelated processes to achieve that objective:

- Management and planning
- Identification and documentation
- Change management
- Status record accounting
- Audits

For configuration control, the Quality Plan shall include procedures and processes for, but not be limited to:

- Standardisation
- Quality
- Reliability and Maintainability
- Traceability
- Testability
- Interchangeability
- Interoperability
- Supportability

**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

**Response Required:** The bidder shall provide copies of the Company ISO Certification, Company Quality Policy, Company Quality Strategy 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.

# 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.

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#### Criterion 9: RCM Lot 1 MMSG Floor Plate Support

**Background**: The Maritime Maintenance Support Group (MMSG) has responsibility for the maintenance definitions supplied to HM Ships, Submarines and RFA. In exercising this responsibility, the MMSG has a continuing programme of work to ensure the quality of RCM analysis, RCM database integrity and supporting information, e.g. Job Information Cards (JICs), being delivered to end users by UMMS, is safe, defensible and auditable from end-to-end.

**Aim**: Evaluate the bidder's ability to provide support to MMSG as detailed in the RCM lot1 SOTR

#### **Response Required**: The following is required:

- a. The Authority has a requirement to accept documentation from a variety of sources (this can include but is not limited to OEM, MOD Sponsors and design authority raised MMSG tasking forms etc.). The contractor will need to Verify and validate that RCM inputs received from stakeholders and contractors align with current practices and standards, ensuring that the data supplied as part of RCM deliveries (including TLKs) comply with Def Stan 00-45 BR1313 and BR1313A and to incorporate it into the maintenance management system. This means that documents will need to be brought under effective configuration control and management. The contractor is to explain how they would achieve this and demonstrate they can maintain effective control during the period of this arrangement;
- b. The Authority will expect the Contractor to allocate the correct NATO Stock Numbers to un-codified or incorrectly identified part data within the IUE and in particular JICs. The Contractor is to provide a detailed explanation of how this is to be achieved and validated, noting the resources both (internally and externally to the contractor) used to complete this activity e.g. Tools, applications, references;
- c. It is vitally important that all safety precautions are properly identified, recorded and defined. The Contractor is to provide a detailed explanation of how this is to be achieved, noting the competence and resources used to complete this type of task and any recent experience or evidence to support this activity.

Mark	
Excellent Response	The bidder has provided a detailed explanation and plans giving the Authority excellent confidence that the Contractor can provide the necessary support to the MMSG as detailed in the SOTR.
Acceptable Response	The bidder has provided a satisfactory explanation and plans giving the Authority confidence that the Contractor can provide the necessary support to the MMSG as detailed in the SOTR.
Concerns with Response	The bidder has provided a generic explanation and would require support and time from the Authority to achieve the required level of output and achieve the correct levels of training and password/ licences.
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.

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# Criterion 10: RCM Lot 1 Support to Strategic Class Authorities (SCA)

**Background**: With reference to the SOTR, the Authority requires assurance that the winning Tenderer can provide a service to the WSPT SCA in UMMS data base support, and Upkeep & FTSP specification production. This activity will support the SCA in maintaining their class safety cases and help maintain class society accreditation.

Aim: Evaluate the bidder's ability to provide support to the SCAs.

#### **Response Required:** The following is required:

- a. The contractor is to detail their experience and explain how they would maintain class specific UMMS databases including the management and ability to conduct task/failure mode linking, grouping and scheduling, use of asset report functionality and overall familiarity with UMMS version 5.2.
- b. The Authority will wish the Contractor to act autonomously in the managing and reporting of activity from the UMMS database in respect of: Overdue maintenance, concession management, Database health (software performance) and database currency (study updates/study revision) and DA stakeholder engagement. The contractor is to detail their plans to achieve this requirement and to detail any experience which supports this requirement.
- c. The contractor is to demonstrate that they are competent in the use of and have access to (hold passwords/licenses as appropriate) UMMS (CTR, Toolkit, etc), Trilogi SSDD and WINDCHILL. Where companies do not currently have access they are to fully demonstrate in their bid a robust plan to achieve full access within 2 weeks from Contract award.
- d. The Contractor is to detail what plans, control mechanisms, security licences/ accreditation they have in place or will need to establish to use and protect ITAR classified material.
- e. The Contractor is to detail what experience they have or to demonstrate their ability to produce Upkeep and FTSP Specifications, and to detail how they would put a plan in place to continually improve and maintain outputs.

Mark	
Excellent Response	The bidder has provided a detailed explanation and plans giving the Authority excellent confidence that the Contractor can provide the necessary support to the SCA as detailed in the SOTR.
Acceptable Response	The bidder has provided a satisfactory explanation and plans giving the Authority confidence that the Contractor can provide the necessary support to the SCA as detailed in the SOTR.
Concerns with Response	The bidder has provided a generic explanation and would require additional support and time from the Authority to achieve the required level of output and achieve the correct levels of training and password/licences.
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.

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# Criterion 11: RCM Lot 1 Maritime RCM

**Background**: The Authority requires assurance that the Contractor will actively and effectively promote the concept of Reliability Centred Maintenance amongst maritime stakeholders and represent MMSG in the use and interpretation of DefStan 00-45 and BR1313A.

**Aim**: Evaluate the bidder's understanding of why the Authority has chosen to use RCM in the Maritime environment.

# **Response required:**

- There are numerous processes available on the market which can derive preventative maintenance in less time using less resources. State the reasons why the MoD choose the RCM process to derive management strategies to manage failure consequences, including the RCM major benefits.
- The bidder is to describe the following processes/ concepts and how they would be applied;
  - What is the definition of a Evident and hidden failure mode?
  - Why hidden and evident failure consequences are not to be mixed in the same functional failure? What is this a sign of?
  - What is age exploration? How is age exploration used in a RCM analysis?
  - What does the RCM decision logic process/ Algorithm identify?
  - When would a Failure Finding Interval (FFI) task/ calculation be used, and list the types of FFI's and when used?
- When is it is appropriate to use condition monitoring, how would this be applied, and are there
  any considerations that need to be included in the RCM study. The bidder may wish to cite
  any examples used in commercial shipping that could be applied to the RN/ RFA
  environment.

Mark	
Excellent Response	The bidder has provided a fully detailed answer and explanation that enables the Authority to have excellent confidence that the Contractor can provide the necessary support to the MMSG as detailed in the SOTR.
Acceptable Response	The bidder has provided a satisfactory explanation that enables the Authority to have confidence that the Contractor can provide the necessary support to the MMSG as detailed in the SOTR.
Concerns with Response	The bidder has provided a generic 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.

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# Summary of Criteria on Sample Tasks

**Background**: The successful contractor shall be required to produce Lot 1 tasks. To evaluate the Tenderers' capability in this area, three sample tasks are issued. As a Tender deliverable, Tenderers shall demonstrate their understanding of the process and the standards that need to be applied to carrying out the required works. For each task, the Tenderer will carry out the task as directed in the TEST PIECE and produce, where advised, templates in accordance with BR1313A and Def Stan 00-45 and provide a breakdown of the resources that would be committed to complete the activity with reference to the SQEP definitions listed in the SOTR.

# Sample Task Test Piece 1:

This test piece requires the Tenderer to outline all the processes involved and to state:

- a. the necessary process steps;
- b. stakeholder engagement;
- c. contractor activities;
- d. likely functional failure modes (in generic terms);
- e. operating context and identification of final deliverables;
- f. the breakdown of costs and SQEP levels required to complete the RCM analysis.

**Note**: The Authority is not expecting the actual study to be completed.

Equipment/System: A medium to large RCM study of a typical T23 HP Air System

Using this example the contractor needs to provide a detailed explanation on how they would review the following supplementary Criteria:

- a. The Tenderer is to detail how to determine all safety considerations, warnings and other safety related information pertinent to conducting this study in the context of maintenance management, and state how this would be approached;
- b. The Tenderer is to detail how the RCM study would approach duty/standby operation in pure RCM terms and then comment on how this can be applied to the RN operating procedures currently used in FLEET;
- c. The Tenderer is to state any technology that could be used to achieve condition monitoring, in relation to known reliability (p-f intervals) of typical system components, how these candidate equipment within the system could be identified and how this should be considered in the context of the RCM study.

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# Criterion 12: RCM Lot 1 Sample Task 1 (Part 1) – RCM Analysis Process

Aim: To assess the bidders' capability to carry out a sample task in an efficient and cost-effective manner.

#### **Response Required:**

- a. Complete Test Piece 1 (see above)
- b. Provide details of any quality and vetting activities the bidder would normally complete to deliver the task and provide details of the resources used.
- c. Identify, consistent with your resource management plan and the SQEP levels as detailed in the SOTR, the skill sets of staff who will undertake this task.

Mark	
Excellent Response	The bidder has provided a fully detailed answer and explanation that enables the Authority to have excellent confidence that the Contractor can provide the necessary support to the MMSG.
Acceptable Response	The bidder has provided a satisfactory explanation that enables the Authority to have confidence that the Contractor can provide the necessary support to the MMSG.
Concerns with Response	The bidder has provided a generic 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.

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# Criterion 13: RCM Lot 1 Sample Task 1 (Part 2) - RCM Analysis Process - Resource

**Aim**: To assess the bidders' capability to carry out a sample task, Test Piece 1, to the specified standard utilising an effective and efficient level of resource.

#### **Response Required:**

Provide for the sample task- TEST PIECE 1- A full breakdown of the hours/ SQEP resources that would be consumed on delivering the required task by completing the provided tasking form.

Marking	Criteria
maining	Ontenia

Mark	
Excellent Response	Tasking Form has been fully completed. The breakdown given is considered to be fully commensurate with the efficient delivery of the proposed output.
Acceptable Response	Tasking Form has been completed. The breakdown given is considered to be acceptable with the efficient delivery of the proposed output.
Concerns with Response	Tasking Form has been completed. The breakdown given is not considered to be providing efficient delivery of the proposed output.
No Response	Tasking Form not provided or incomplete or offers no plausible efficient use of resource.

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# Sample Task Test Piece 2: MMSG Customer Tasking form (CTF)

This test piece requires the Tenderer to outline all the processes involved and to state the steps necessary, stakeholder engagement, contractor activities, likely functional failure modes, and operating context along with identifying final deliverables including a breakdown of hours and SQEP levels to complete the following MMSG Customer Tasking Form (CTF). Note: The Authority does not require the full study to be undertaken.

**Note**: RCM TLK (data to be checked out from MMSG on request). A typical MMSG Customer tasking form (CTF) has been included below.

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# MMSG - Customer Tasking Form<sup>1</sup>

Revised 03/15

It is recommended that the Maritime Maintenance Fundamentals Training Course is attended before completing a Customer Tasking Form.

\* Mandatory Fields.

Date: * Customer: * Originator: * Originators e-mail: * Contact Address:	MMSG Stuart le mare	chal108@mod.gov.uk	
Tel Civ: *Customer Ref: Originating From: *High Level Task: 02	Mil: 031525Apr17 WSPT . Review Study	Fax Civ:	Mil:

#### **NB: ONLY ONE STUDY & PLATFORM PER TASKING FORM**

\* Platform: A-Class Other: Check box shown thus 🛛 denotes YES Classification Society (i.e. Lloyds, DNV): Please add any comments in the Work Required field.

What format do you wish the tasking request returned? 01. Updated UMMS Maintenance

\* Target date: 03/06/2017 (Format: dd/mm/yyyy) \* Priority Level for this task: 3 - Medium

Justification for the priority level that you have chosen:

**IMPORTANT:** 

International Traffic in Arms Regulations (ITAR)

\* Does this MMSG Customer Tasking Form include any items subject to ITAR legislation?

YES 🗌 NO 🖂

If the response to the ITAR question is YES explain in the "Description of Request" field, who holds the Technical Assistance Agreement? (See Customer Tasking Form Completion Instructions for further guidance)

#### Authority

\* I can confirm that I have the Authority to request the changes detailed in this Customer Tasking Form, for, or on behalf, of:-

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1. Equipment Team 🗌 2. Platform Team 🖂

Please use the following space to explain the changes / additions/ amendment etc. that you wish the MMSG to carry-out. (See accompanying CTF Completion Instructions for full guidance)

<u>NB</u>: If there is insufficient space for the all details you wish to include, please send a continuation sheet as an e-mail attachment. Please also remember to attach any supporting documentation (i.e. S2012, A & A Information, Manufacturers (OEM) Handbook Maintenance, and textural changes to JICs, Task steps etc.).

On completion, send the form by email (along with any other relevant documentation, by email attachment) to:

# DESShipsWSpt-SMM-MMSG-RCM1@mod.uk

\* Analysis Reference (also known as Logistic Control Number (LCN)) of RCM Analysis under consideration in this Customer Tasking Form:

SSNA2232 SSNA22321

#### \* Title of RCM Analysis requiring amendment:

To Provide Radar Capability To Deploy the Radar Antenna (AZL)

# \* Work Required / Description of Request:

\*Description of Request

Following the formal meeting for Rolling Review #18 - Above Water sensors, the following studies are to be sent for full RCM analysis for the following reasons:

To Provide Radar Capability - SSNA2232

This schedule did not consider the emergency backup radar, therefore the operating context and FMECA are incorrect.

To Deploy the Radar Antenna (AZL) - SSNA22321

Although this study has not been analysed during Rolling Review #18 it is an integral part of the Radar function so should be analysed along with the Radar system.

\*Work Required

The system is to undergo a RCM study to create a single functional based study that conforms to DefStan 00-45 and BR1313A.

The new study is to have the following LCN and title: SSNA2232 – To Provide Radar Capability

A new Operating Context will need to be produced and agreed prior to undertaking the study. Once complete the output of the study is to be presented to all relevant stakeholders for agreement prior to return to MMSG.

Accompanying this CTF is the relevant ARM Data collected for the Rolling Review.

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Design Authority: Stuart Le Marechal

# Criterion 14: RCM Lot 1 Sample Task 2 (Part 1) – MMSG Customer Tasking Form

Aim: To assess the bidders' capability to carry out a sample task in an efficient and cost-effective manner.

#### **Response Required:**

- a. Complete Test Piece 2 (see above)
- b. Provide details of any quality and vetting activities the bidder would normally complete to deliver the task and provide details of the resources used.
- c. Identify, consistent with your resource management plan and the SQEP levels as detailed in the SOTR, the skill sets of staff who will undertake this task.

Mark	
Excellent Response	The bidder has provided a fully detailed answer and explanation that enables the Authority to have excellent confidence that the Contractor can provide the necessary support to the MMSG.
Acceptable Response	The bidder has provided a satisfactory explanation that enables the Authority to have confidence that the Contractor can provide the necessary support to the MMSG.
Concerns with Response	The bidder has provided a generic 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.

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# Criterion 15: RCM Lot 1 Sample Task 2 (Part 2) – MMSG Customer Tasking Form - Resource

**Aim**: To assess the bidders' capability to carry out a sample task to the specified standard utilising an effective and efficient level of resource.

**Response Required:** Provide for the sample task, Test Piece 2, a full breakdown of the hours/ SQEP resources that would be consumed on delivering the required task by completing the provided tasking form.

Mark	
Excellent Response	Tasking Form has been fully completed. The breakdown given is considered to be fully commensurate with the efficient delivery of the proposed output.
Acceptable Response	Tasking Form has been completed. The breakdown given is considered to be acceptable with the efficient delivery of the proposed output.
Concerns with Response	Tasking Form has been completed. The breakdown given is not considered to be providing efficient delivery of the proposed output.
No Response	Tasking Form not provided or incomplete or offers no plausible efficient use of resource.

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# Sample Task Test Piece 3 – Support to Strategic Class Authority (SCA)

This test piece requires the Tenderer to outline all the processes involved and to state the steps necessary, stakeholder engagement, contractor activities along with identifying final deliverables including a breakdown of hours and SQEP levels to complete the following typical requirement to support a SCA for 12 calendar months as detailed below.

# Sample Task 3 Task Specification - Typical requirement to support SCA for a period of 12 months.

1. Introduction.

Due to the specialised skills and knowledge required to carry out this task, which are not available from within the MoD, please consider this task to provide RCM Maintenance data Technical support for In Service Submarines Maintenance Team.

The task is subject to the Statement of Requirements in Enabling Arrangement WSPT 202

2. Administration. This task will be administered as follows:

The MoD Project Officer will be S. Le Marechal

3. Period of Task.

The task is to run for 12 calendar months.

4. Analysis Team.

Not Applicable.

5. <u>Audit.</u>

Not applicable.

6. Outputs Required.

The deliverables required are detailed below;

#### **Pre-requisites**

- 1. Contractor to be able to demonstrate the following competences, in order to perform the activities required below.
  - a. Contractor to have TAA allowing access to Traffic in Arms Regulations (ITAR) controlled information;
  - b. Contractor must have and be able to demonstrate Nuclear Suitable Qualified and Experienced (SQEP) in order to support ISM;
  - c. Contractor must have and be able to demonstrate Submarine SQEP in order to support ISM;

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- d. Contractor must have and be able to demonstrate Submarine Weapons and Combat Systems SQEP in order to support ISM;
- e. A comprehensive understanding of RCM process and principles;
- f. A comprehensive understanding of the UMMS tool, including the maintenance schedule and up to date maintenance state of each platform;
- g. A comprehensive understanding of the structure of UMMS Job Information Cards (JICs) and associated material requirements for V and T class and Maintenance Task Instructions (MTI) and Trilogi view for A class;
- h. A comprehensive understanding of the Fleet Time Support Period (FTSP) and Design Authority Requirements (DAR) generation processes;
- Contractor must be able to provide onsite assistance at 1-3 hours' notice in both Devonport and Clyde Naval Bases (relaxed to 6-8 Hours for staff holidays or as agreed by ISM Prog);
- j. Skill level of Tech Analyst or above;
- k. Contractor must be Naval Nuclear Propulsion Programme Information (NNPPI) approved in order to support ISM.
- I. Contractor must be familiar with the current F11 process.

#### Workload Scope

- Provide external support of the C\*, Astute, Trafalgar and Vanguard Class RCM / UMMS maintenance DB's supporting ongoing work to ensure SDD – RCM & UMMS alignment in conjunction with MMSG and SSMG.
- Periodically conduct 'health-check' duties (clarified in liaison with ISM Prog-PMS), focussing on capturing and co-ordinating feedback, quality assuring user practices and promotion of the current maintenance system together with a reassurance role amongst the user community (PMS Cell, Class Managers, Design Authorities, Equipment Authorities Platforms, Shore Coordinating authorities and ISM industry support partners).
- Support within the shore environment will enable consolidation of the business process. At all times, actions and activities are to be in accordance with the latest Business Processes, BR1313-Maintenance Management in Ships, BR1313A-Maritime Technical Instructions and BR23-Technical Instructions for Submarines (TISMS).
- 4. Provide on-site technical assistance and direction at the waterfront, as directed by ISM to resolve technical problems with platform afloat databases, whilst current over the gangway IT support contracts are reviewed and amended to reflect this additional tasking. (Assistance to be available within 1 3 hours, relaxed to 6 8 hours for staff holidays or as agreed by ISM Prog).
- 5. In line with the assumptions regarding base staff assisted maintenance periods, running periods and additional Self Maintenance Periods (SMP) at no less than monthly intervals. The contractor will be required to assist ISM with the following UMMS RCM database activities:

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- a. Conduct replications from the Shore to Ship environment including delivery of files to Submarine Flotillas (North and South) as required when auto replication connectivity is not available;
- b. Analyse data following replication, Sentence feedback as directed by ISM PMS and coordinate feedback to all platforms and C\* assets.
- c. Conduct database monthly health checks on all platforms or as directed by ISM PMS. Activities will include scheduling of new tasks; ensuring triggers are working, coordinating outstanding tasks and managing Task Group Amendments following RCM Monthly Changes report.
- d. QA checks on all platform and C\* databases scheduling maintenance in UMMS.
- e. Reporting on and sentencing overdue jobs on all platforms and C\* assets including CTR.
- f. UMMS support to SFM's, waterfront support organisations and SSMG, (generally one day per year/platform, except for platforms entering dock or RAMP/DMP where considerably more support will be required).
- g. To act, as directed by Class Managers to escalate (for set calendar dates) jobs to Work Package Candidates, approve and place in predefined platform work packages. Exporting and managing work packages through open contract approval process at the request of Class Managers to satisfy waterfront and fleet requirements. Attend initial and final Work Package review meetings with Class Managers/DAR teams post WP generation.
- h. Data manipulation as directed by ISM staff (this is a variable requirement requested on an ad-hoc basis).
- i. Provide database assistance as directed by ISM with the role-out of new or amended UMMS software. It is anticipated that UMMS V5.2 Afloat will commence roll out FY 2017/18. This will affect all platforms.
- j. Support local bespoke RCM / UMMS 'at desk assistance' during the changeover of key personnel (Class Managers, PMS Cell, on-board management). Provide database access permissions for ISM staff as directed by ISM Prog PMS.
- k. Liaise with Platform and Equipment DA's following Platform feedback, raising any necessary documentation regarding changes to maintenance.
- I. Inform and communicate updates to Platform, C\* and waterfront support organisations of maintenance change management as directed by ISM.
- m. Raise SPOC calls as directed by ISM or in response to Platform / C\* requests arising from Feedback or Technical Queries (TQ) received post replication.
- n. Reactive response to queries from ISM and Class Managers.
- o. Attend periodic F11 progress meetings, updating the current status of F11's being generated by platform and shore authorities. Capture and sentence actions placed on the contractor as the SM database manager.

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- p. Monitor and update platform roles and posts to ensure maintenance is correctly allocated, to ensure its completion when due. Monitor and revise platform operational hierarchy consulting ISM with prospective change.
- q. Monitor feedback and amend DMC codes to ensure the RCM maintenance intent is correctly assigned to the relevant task narrative.
- r. Prior to platform Sea clearance, conduct pre-read checks on the respective database to ensure deleted and completed jobs are removed from the calendar horizon as directed by Class Manager.
- s. Continuously monitor the state of EMIT (Examination, Maintenance, Inspection & Testing) requirements supporting the Through Life Safety Case (TLSC), ensuring they remain unchanged following any database activity by external contractors.
- t. Analyse Platform job and asset concessions on a monthly basis, or as directed by the Class Manager, and advise the afloat environment on action taken to ensure database health and information transfer to the Design Authority community.
- 6. Provide an UMMS back up dataset to each platform immediately prior to sailing, work will involve the following activities:
  - a. Produce a spreadsheet based on the FOS horizon of all maintenance required whilst the boat is deployed.
  - b. Provide a copy of all JIC's or MTI DMCs to support maintenance tasks identified above. This will include capturing changes applied via F11 and 10E import.
  - c. Hand deliver the data set in CD format to each platform.
  - d. Recover completion dates following back up system use, enter completion dates into UMMS and realign databases once on-board IT failure is resolved.
- 7. As directed by ISM, attend the following meetings at Clyde or Devonport Naval Bases, Abbey Wood, BAE System Barrow in Furness or Rolls Royce (RR) Derby and SSMG Keynsham:
  - a. Sea clearance reviews.
  - b. Maintenance/Work Package review meetings.
  - c. Support visits to platforms engaged in complex maintenance projects to promote UMMS working relationships.
  - d. Six monthly Platform liaison visits.
  - e. Nuclear propulsion maintenance consolidation review meetings.
  - f. Joint Maritime Working Group and Customer Tasking Form meetings.
  - g. Maintenance Linking Working Group.
  - h. Submarine Safety Registers Working Group.

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- i. UMMS General forums.
- j. Rolling review of maintenance.
- 8. Generate and produce for ISM Class Managers a platform monthly database report, host monthly report review meetings including full review of the state of all platform feedback raised via UMMS. The provision of accrued contract usage report directly to ISM Prog PMS.
- Manage the effective transition of Submarine maintenance throughout its lifecycle. This will
  include the requirement to progressively un-schedule maintenance as directed by ISM, building
  Work Packages in order to fully accommodate the maintenance requirement.
- 10. The contractor is required to supply at regular (monthly) intervals stores provisioning outputs for platforms as detailed by the Demand Planning Team with a 2 year UMMS job look ahead. The schedule for delivery is determined by platform maintenance event closing off checks and will encompass a rolling cycle over the contract period. Each monthly deliverable will be for up to 2 platforms and the data is to include all required fields as agreed by the Demand Planning Team.
- 11. The contractor will be required to fully manage the implementation of the asset reporting functionality within UMMS for all in service Platforms. This will require the raising of F11 change documentation to identify and resolve any disparity between existing RCM derived maintenance requirements and those detailed in the associated Submarine Safety Register. The contractor will also be required to work closely with MMSG RCM administrators and SSMG to ensure that all register items are not only fully captured within the source RCM but also correctly manage the scheduling of these items within each Platform UMMS database. The functioning of the asset reporting facility is dependent on UMMS afloat database migration to V5.2.
- 12.Contractor support to facilitate re-work of RCM derived scheduled maintenance for Fleet Time Support Periods (FTSPs) owing to short notice changes to the SSMP and provide the technical support to the ISM Demand Planning process. This is a variable requirement requested by ISM on an Ad-Hoc basis and is estimated at 100 man days per year.

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# Criterion 16: RCM Lot 1 - Sample Task Test Piece 3 – Support to Strategic Class Authority (SCA)

Aim: To assess the bidders' capability to carry out a sample task in an efficient and cost-effective manner.

#### **Response Required:**

- a. Complete Test Piece 3 (see above);
- b. Provide details of any quality and vetting activities the bidder would normally complete to deliver the task and provide details of the resources used.
- c. Identify, consistent with your resource management plan and the SQEP levels as detailed in the SOTR, the skill sets of staff who will undertake this task.

Mark	
Excellent Response	The bidder has provided a fully detailed answer and explanation that enables the Authority to have excellent confidence that the Contractor can provide the necessary support to the MMSG.
Acceptable Response	The bidder has provided a satisfactory explanation that enables the Authority to have confidence that the Contractor can provide the necessary support to the MMSG.
Concerns with Response	The bidder has provided a generic 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.

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# Criterion 17: RCM Lot 1 Sample Task 3 (Part 2) – Support to Strategic Class Authority (SCA)

**Aim**: To assess the bidders' capability to carry out a sample task to the specified standard utilising an effective and efficient level of resource.

#### **Response required:**

Provide for the sample task, Test Piece 3, a full breakdown of the hours/ SQEP resources that would be consumed on delivering the required task by completing the provided tasking form.

Mark	
Excellent Response	Tasking Form has been fully completed. The breakdown given is considered to be fully commensurate with the efficient delivery of the proposed output.
Acceptable Response	Tasking Form has been completed. The breakdown given is considered to be acceptable with the efficient delivery of the proposed output.
Concerns with Response	Tasking Form has been completed. The breakdown given is not considered to be providing efficient delivery of the proposed output.
No Response	Tasking Form not provided or incomplete or offers no plausible efficient use of resource.

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#### **Criterion 18: 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 Complaint" against each of the SoTR references detailed below.

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

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SOTR Reference	Statement from SOTR	Level of compliance	Additional comments
	The Contractor will be responsible for the provision of RCM		
	specialist industry support to undertake Maritime centric		
	RCM studies, review existing RCM studies, provide MMSG		
	Floor plate support for implementing maintenance changes		
	in Web Unit Maintenance Management System (UMMS)		
	and support to Strategic Class Authority in UMMS Data Base		
3	management.		
	The primary objective of each RCM study is to derive an		
	optimised RCM management strategy for the upkeep of a		
	chosen system, using the RCM methodology as defined in		
	Def Stan 00-45 (in conjunction with BR1313A, Section 5, '		
	Specific Applications Requirements' and supported by WIN		
	UMMS). The Contractor will comply with the requirements		
3.1	detailed in points A to P of section 3.1.		
0.1	The Contractor is to comply with the requirements detailed		
	in section 3.2 concerning Support to Strategic Class		
3.2	Authority in UMMS Data Base management.		
<b>.</b>	The Contractor is to comply with the Core contract		
3.3	requirements as detailed in points A to C of section 3.3.		
5.5	The contractor will supply a full RCM support team as		
3.3	detailed in points A and B of section 3.3.		
5.5	The Contractor shall provide the deliverables as detailed in		
4.1	points A to J of section 4.1.		
-1.1	The Contractor shall maintain compliance with the existing		
	codes, standards, recommended practices, specifications,		
5	as detailed in section 5.		
5	The contractor will comply with the requirements as		
6.1	detailed in section 6.1 concerning Authority Input.		
0.1	The contractor will comply with the requirements for a		
	monthly progress report and quarterly progress meeting as		
7.2	detailed in section 7.2.		
7.2	The Contractor shall perform the work in accordance with		
	the requirements of the contract or specific task, any		
	instructions or directions of the Authority and all relevant		
	laws, codes or practise, regulations and good safety		
	practices. The Contractor will adhere to the requirements		
8	as detailed in points A-C in section 8.		
5	The contractor will comply with the requirements as		
	detailed in points A to E in section 9 concerning Authority		
9	Supplied Information.		
	The contractor will comply with the requirements as		
	detailed in points A to B in section 10 concerning		
10	Assignment and Subcontracting.		
10	The Contractor shall develop, implement and maintain an		
	overall document control system that will ensure that all		
	documents are allocated a unique document number,		
	revision controlled and project procedure. The Contractor's		
	scope of work shall comply with the requirements listed in		
11	section 11.		
11	The Contractor shall conduct the work in a manner that will		
	ensure that the work can be performed without loss of life		
	or harm to health, without damage to equipment, without		
	unplanned emission or discharge to the environment and		
	such a way that production or processes are not		
10	unexpectedly halted. The Contractor shall comply with the		
12	requirements for HSE as detailed in section 12.		
12	The contractor must comply with the Quality Assurance		
13	Standards as detailed in section 13.		
14	The Contractor shall comply with the security requirements		
14	as detailed in section 14.		

Appendix 4 to Annex B to ITT WSPT/202/1

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Handling Instruction: Commercial in Confidence

Appendix 5 to Annex B to ITT WSPT/202/1

#### Indicative Outturn Information For Pricing Purposes

The following Indicative outturn in Man/Hours is provided, based on the following breakdown of the proposed arrangement. This is provided purely for evaluation purposes and should not be relied upon as a projection of contract throughput.

Rate	Year 1	Year 2	Year 3	Year 4	Year 5
	Man/Hrs	Man/Hrs	Man/Hrs	Man/Hrs	Man/Hrs
RCM Practitioner	566	544	555	567	289
RCM Facilitator	10054	9662	9860	10076	5133
Technical Analyst	16580	15934	16260	16616	8465
Technical Secretary	14722	14149	14438	14754	7517

Appendix 5 to Annex B to ITT WSPT/202/1

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Annex C to ITT WSPT/202/1

# WSPT/202/1 – 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

- 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)
- TUPE Confirmation Statement (DEFFORM 47 Annex F)
- Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)

Section 2 - Acceptance of Terms and Conditions

• Acceptance of Terms and Conditions (Draft Contract WSPT/202/1)

Section 3 - Cyber Security

- Supplier Assurance Questionnaire confirmation of completion and reference
- Cyber Implementation Plan (if applicable)

Section 4 - Pricing

- Prices/Rates (Draft Contract WSPT/202/1 Schedule 2, Table 1)
- Section 5 VAT Confirmation Statement
  - 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

Annex C to ITT WSPT/202/1

# **VOLUME 2 - TECHNICAL VOLUME**

MUST NOT CONTAIN ANY PRICES

Section 1 – Transition Plan

- Mobilisation Plan
- Demobilisation Plan
- Staff Implementation Programme
- TUPE Policy
- Process Map
- Transition Risk Register

Section 2 – Project Management Plan

- Organisation Chart/Resource Plan
- Stakeholder/Communications Management Plan
- Indicative Schedule for Regular/Baseline Activities
- Process Map for Agreeing Changes/Inclusions
- Business Continuity Plan
- Governance
- Reporting Plan/Format
- Financial Management/Reporting of Costs/KPIs
- Review of Performance Process and Continuous Improvement Plan
- Section 3 Risk Management Plan
  - Risk Management Plan
  - Draft Risk Register
- Section 4 Staff SQEP Management
  - Staff Management Plan
  - Surges in throughput
- Section 5 Quality Management
  - ISO Certification
  - Quality Policy
  - Quality Strategy
  - Draft Quality Plan
- Section 6 MMSG Floor Plate Support
  - Source Documentation
  - NATO Stock Numbers
  - Safety Precautions
- Section 7 Support to Strategic Class Authorities
  - UMMS Database Maintenance
  - Autonomy
  - Access to Systems
  - ITAR
  - Upkeep and FTSP Specifications

Annex C to ITT WSPT/202/1

- Section 8 RCM Lot 1 Maritime RCM
  - Assurance of the concept of Maritime RCM
- Section 9 RCM Analysis Process
  - Sample Task Test Piece 1(Part 1) Provide details of any quality and vetting activities provide details of the resources used.
- Section 10 RCM Analysis Process Resource
  - Sample Task Test Piece 1(Part 2) A full breakdown of the hours/ SQEP resources that would be consumed on delivering the required task by completing the provided tasking form.
- Section 11 MMSG Customer Tasking Form
  - Sample Task Test Piece 2 (Part 1) Provide details of any quality and vetting activities provide details of the resources used.
- Section 12 MMSG Customer Tasking Form Resource
  - Sample Task Test Piece 2(Part 2) A full breakdown of the hours/ SQEP resources that would be consumed on delivering the required task by completing the provided tasking form.
- Section 13 Support to Strategic Class Authority (SCA)
  - Sample Task Test Piece 3 (Part 1) Provide details of any quality and vetting activities provide details of the resources used.
- Section 14 Support to Strategic Class Authority (SCA) Resource
  - Sample Task Test Piece 3 (Part 2) Provide for the sample task, Test Piece 3, a full breakdown of the hours/ SQEP resources that would be consumed on delivering the required task by completing the provided tasking form.
- Section 15 SoTR Compliance Matrix
  - Completed Compliance Table

# SOFT COPY TENDERS

Tenderers should refer to the AWARD Instructions at Annex E to the ITT

Handling Instruction: Commercial in Confidence (When Complete)

Annex D to DEFFORM 47 WSPT/202/1

# WSPT/202/1 – 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

- 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.
- 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.
- 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:

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# <u>TUPE</u>

#### Notes To Tenderers For Contract Re-Lets - No Former Authority staff

#### Applicability Of TUPE

1. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is your responsibility to consider whether or not TUPE applies to this re-let and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this Invitation to Tender results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.

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

#### **TUPE Information Provided For Tendering Purposes**

3. TUPE information in respect of the current employees is provided at Appendix 1. Please note that this is likely to apply to Lot 1 only. This information may be updated prior to contract award in which event the short-listed tenderers will be given an opportunity to revise or confirm tendered prices

4. The information detailed at Appendix 1 has been obtained from the contractor currently undertaking this task. The accuracy and completeness of this information cannot be warranted by the Authority. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.

#### **TUPE Information**

Total Number of Employees in Scope: 21 Total Number of Full Time in Scope: 21 Preceding 12 Months Total Pay Costs: £771,416.79 Preceding 12 Months ER Pension Costs: £15,213.96 Total Redundancy Liability Costs: £53,022.85