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17 January 2025

Dear Sir / Madam

**Invitation to Tender Reference** **713557451**

1. Royal Navy, as part of Ministry of Defence are running a further tender competition for PTBK Electro Optic, under Crown Commercial Services framework Space-Enabled and Geospatial Services RM6235 Lot 1. You are invited to tender in accordance with the attached documentation.
2. The [Statement of Requirements/Specification](#Specification) details what is required.
3. The Pricing Table details what prices are required. The total budget is £750,000 (excluding VAT) which includes £183,333.33 (excluding VAT) for the initial purchase.
4. Tenders will be evaluated in accordance with the [Tender Evaluation Criteria](#Evaluation). This details how tenders will be assessed and scored for the Commercial, Financial and Technical responses in submitted tenders.
5. The resulting contract will be based on the framework Terms & Conditions, including the information provided on the [Draft Order Form](#OrderForm). As this is not a negotiated procurement, the Terms & Conditions cannot be amended following contract award.
6. You may raise questions about the tender and the requirement via the CCS eSourcing Suite. The deadline for asking questions is 10 January 2025. Please note that any questions raised, and the answers provided, may be shared with other interested suppliers.
7. Any questions about the Terms & Conditions must be raised during the questions period. Any proposed changes or any additional terms/documents that tenderers are requesting to include, must be identified in advance for Authority consideration and to ensure all tenderers are tendering on an equal basis.
8. You must submit your Tender via the CCS eSourcing Suite by 15:00 on 31 January 2025. You should allow sufficient time for submission as late tenders will not be accepted. Tender responses should answer all evaluation questions, include all completed documents and provide all requested prices.
9. The following documentation should be submitted:

* A Tenderers Response Form providing answers to all evaluation questions, the prices and signed documents.
* A completed Pricing Table.
* A copy of the email confirming the Cyber Risk level has been met.

1. The anticipated date for the contract award decision is 7 February 2025. Please note that this is an indicative date and may change.

Yours faithfully

**Andy Connelly**

Commercial Manager

**Contents**

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* Draft Framework Call Off Order Form
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1. **Glossary**

|  |  |
| --- | --- |
| Agent | means Crown Commercial Service |
| Authority or Contracting 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 – also known as Ministry of Defence |
| Contract | means the contractually-binding terms and conditions set out in this ITT to be entered into between the Authority and the successful Tenderer at the conclusion of this Procurement; |
| eSourcing Suite | means the online tender management and administration system used by the Authority; |
| Evaluation Score | means the score achieved by a Tender at the conclusion of the Evaluation process; |
| Regulations | means the Public Contracts Regulations 2015 (<http://www.legislation.gov.uk/uksi/2015/102/contents/made> |
| Services | means the deliverables (goods and/or services) that may be provided by Suppliers, as set out in the Statement of Requirements/Specification; |
| Technical Evaluation | means the qualitative evaluation of a Tender undertaken during the Evaluation process; |
| Technical Score | means the score awarded to a Tenderer at the conclusion of the Technical Evaluation process; |
| Tender or Bid | means the Tenderer’s formal offer in response to the Invitation to Tender; |
| Tender Submission Deadline | means the time and date set for the latest uploading of Tenders. |
| Tenderer or Supplier | means a framework supplier submitting a proposal to this Procurement; |
| You or Your | means mean the tenderers organisation, or the organisation the tenderers represent |
| We, Us or Ours | means the Authority or Ministry of Defence |

1. **Introduction**
   1. This Procurement will establish a contract for the purchase of Services described in the Statement of Requirements/Specification.
   2. The resulting Contract will be for 14 months.
   3. The maximum contract value is £183,333.33 (excluding VAT).
   4. This resulting Contract will be between the successful Supplier and the Authority.
   5. This tender is being conducted under the Crown Commercial Service Space-Enabled and Geospatial Services Framework Agreement (reference RM6235 - Lot 1) and it’s Terms and Conditions will govern any resultant Contract.
   6. Only those suppliers on the stated framework and lot can submit a tender in response to this requirement.
   7. The Authority is managing this Procurement in accordance with the Public Contracts Regulations 2015.

1. **Terms of Participation**
   1. You must comply with the rules in this Bid Pack and any other instructions given by us. You must also ensure members of your consortium (if relevant), group companies, subcontractors or advisers comply.
   2. You may Submit one bid.
   3. Your bid must remain valid for 90 days after the bid submission deadline.
   4. You must submit your bid in English and through the eSourcing Suite only.
   5. You are able to bid with named subcontractors to deliver parts of the requirements. You must tell us about any changes to subcontractors or you may be excluded from this competition.
   6. We may make enquiries. For example, where you either submit a bid:

* In your own name and or as a subcontractor and or as a member of a consortium connected with a separate bid.
* In your own name which is similar to a separate bid from another bidder within your group of companies.

This is so we can be sure that your involvement doesn’t cause:

* Potential or actual conflicts of interest.
* Supplier capacity problems.
* Restrictions or distortions in competition.
  1. We may require you to amend or withdraw all or part of your bid if, in our reasonable opinion, any of the above issues have arisen or may arise.
  2. Only you or, as applicable, your subcontractors (as set out in your bid) or consortium members (if relevant) can provide services through the contract.
  3. You must not attempt to influence the contract award process. For example, you must not ever directly or indirectly:
* Collude with others over the content and submission of bids. However, you may work in good faith with a proposed partner, supplier, consortium member (if relevant) or provider of finance.
* Canvass our staff or advisors about this competition.
* Try to get information from any of our and/or Contracting Authority staff or advisors about another bidder or bid.
  1. You must ensure that no conflicts of interest exist between you and us / Contracting Authority. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.
  2. You must keep the contents of this Bid Pack confidential (including the fact that you have received it). This obligation does not apply to anything you have to do to submit a bid or comply with a legal obligation.
  3. You must not publicise the deliverables or the award of any contract unless the Contracting Authority has given written consent. For example, you are not allowed to make statements to the media about any bid or its contents.
  4. We reserve the right to:
* Waive or change the requirements of this Bid Pack without notice.
* Verify information, seek clarification or require evidence or further information about your bid
* Withdraw this Bid Pack at any time, or re-invite bids on the same or alternative basis.
* Choose not to award any contract or Lot as a result of the competition.
* Choose to award different Lots at different times.
* Make any changes to the timetable, structure or content of the competition.
  1. We reserve the right to exclude you if:
* You submit a non-compliant bid.
* Your bid contains false or misleading information.
* You fail to tell us of any change in the contracting arrangements between bid submission and award.
* You fix or adjust any element of the Tender by agreement or arrangement with any other person.
* The change in the contracting arrangements would result in a breach of procurement law.
* For any other reason provided in this Bid Pack.
* For any reason set out in the Public Contracts Regulations 2015.
  1. If a misrepresentation by you induces the Contracting Authority to enter into a contract with you, you may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015 or sued by the Contracting Authority for damages, the Contracting Authority may rescind the contract under the Misrepresentation Act 1967.
  2. If fraud, or fraudulent intent, can be proved, you may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
  3. If there is a conviction, then your organisation must be excluded from procurement for five years under reg. 57(1) of the PCR 2015 (subject to self-cleaning).
  4. We will not pay your bid costs for any reason.
  5. The Contracting Authority will not be liable:
* Where parts of the Bid Pack are not accurate, adequate or complete.
* For any written or verbal communications.
  1. You must carry out your own due diligence and rely on your own enquiries.
  2. This Bid Pack is not a commitment by the Contracting Authority to enter into a contract.
  3. The Bid Pack remains our property. You must use the Bid Pack only for this competition.
  4. You allow us to copy, amend and reproduce your bid so we can:
* Run the competition.
* Comply with law and guidance.
* Carry out our business.
  1. Our advisors, subcontractors and other government bodies can use your bid for the same purposes.
  2. We will not share any information from your bid which you have identified as being confidential or commercially sensitive with third parties, other than stakeholders in the competition. We may however share this information, but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.

1. **Further Competition Timetable**
   1. The timetable below are intended timelines but, for a range of reasons, dates can change. We will tell you if and when timelines change.

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Responsibility** | **Submit to:** |
| Invitation to Tenderers Conference | Not Applicable to this procurement |  |  |
| Date for confirmation of attendance at Tenderers Conference | Not Applicable to this procurement |  |  |
| Final date for  Clarification Questions | 10 January 2025 | Tenderers | CCS eSourcing Suite |
| Final Date for Requests for Extension to return date | 10 January 2025 | Tenderers | CCS eSourcing Suite |
| Authority issues Final Clarification Answers | 15 January 2025 | Authority | All Tenderers |
| Tender Return | 31 January 2025 | Tenderers | CCS eSourcing Suite |
| Tender Evaluation Commences | 3 February 2025 | Authority | N/A |

1. **Completing and Submitting a Tender**
   1. To participate in this competitive tendering exercise, Tenderers are required to submit a Tender which fully complies with the instructions in this Bid Pack.
   2. Your bid must be made by the organisation that will be responsible for providing the deliverables if your bid is successful.
   3. You must enter your bid into the e-Sourcing Suite. Only bids received through the e-Sourcing Suite will be accepted.
   4. Make sure you answer every question. Each question must be answered in its own right. You must not answer any of the questions by cross referencing other questions or other materials e.g. reports located on your website.
   5. Tenderers are strongly advised to read through all documentation first to ensure they understand how to submit a fully compliant Tender.
   6. It is the Tenderer’s responsibility to ensure that a fully compliant Tender is submitted.
   7. Tenderers must ensure that they are using the latest versions of this document, as the documentation may be updated from time to time.
   8. For technical guidance on how to complete questions and text fields, and how to upload any requested attachments please see CCS Supplier Guidance <https://crowncommercialservice.bravosolution.co.uk/web/login.html>
   9. Should any exclusions, assumptions, dependencies or caveats apply to your Tender or any of the goods and/or services that you would provide when delivering the requirements, these should be clearly indicated in the relevant areas of the Tender.

* 1. Submit your bid before the Bid Submission Deadline.

1. **Questions and Clarifications**
   1. If you have any questions you need to ask them as soon as possible after the procurement event is published as there is a deadline for submitting clarifications questions. This gives you the chance to check that you understand everything before you submit your bid.
   2. You need to send your questions through the eSourcing Suite. This is the only way we can communicate with bidders. Ensure your question is specific and clear and does not include your identity. This is because we publish all the questions and our responses to all bidders.
   3. If you feel that a particular question should not be published, you must tell us why when you ask the question. We will decide whether or not to publish the question and response.
   4. You can ask us questions about the competition but please do not attempt to ‘negotiate’ the terms. All contract awards will be subject to the terms and conditions identified in this Tender.
   5. The Authority reserves the right to contact Tenderers at any time for clarification on all or any part of their Tender during this Procurement and which is likely to require a prompt response.
2. **Tender Evaluation Summary**
   1. The Tender evaluation will assess the Most Economically Advantageous Tender (MEAT) to The Authority based on the following calculation:

Highest Total Evaluation Score from the following evaluation elements:

Commercial Qualification – Pass/Fail only and not included in the total Evaluation Score.

Financial Price Score – Worth 40% of the total Evaluation Score.

Technical Quality Score (including Social Value) – Worth 60% of the total Evaluation Score.

* 1. The Technical Score will be added to the Financial Score to determine the “Evaluation Score” for each Tenderer. This will be calculated on a Technical/Financial split of 60%/40%.

*Example calculation, for information purposes only and based on financial score worth 50% and technical score worth 50% - figures for this procurement may differ.*

*In this example, Tenderer B has the highest total evaluation score and is the winning tenderer.*

|  |  |  |  |
| --- | --- | --- | --- |
| *Tenderer* | *Technical Score*  *(maximum 50)* | *Financial Score*  *(maximum 50)* | *Evaluation Score*  *(maximum 100)* |
| *Tenderer A* | *35* | *50* | *85* |
| *Tenderer B* | *45* | *45* | *90* |
| *Tenderer C* | *40* | *25* | *65* |

* 1. Any Tender which is considered non-compliant for any Commercial, Financial or Technical element or criteria will be excluded from the competition and not receive an Evaluation Score. If a tender is considered non-compliant in either the Commercial or Financial evaluations that tender may be excluded from the Technical evaluations and not receive any Technical scores or feedback.
  2. Scores will be rounded to two decimal places.
  3. In the event that multiple Tenderers achieve the exact same highest Evaluation Score, then the Tenderer with the lowest Total Price will be considered to be the Winning Tenderer. In the event that multiple Tenderers achieve the exact same highest Evaluation Score and have the exact same lowest Total Price, then The Authority reserves the right to request those, and only those, Tenderers to submit final and best Total Prices, with the lowest final and best Total Price considered to be the Winning Tenderer.
  4. Tenderers must provide relevant answers and documentation in response to all commercial qualification, financial and technical criteria/questions and submit everything through the Portal. Responses must remain as concise as possible and any supporting information must be relevant to the response. Any information which does not relate directly to the evaluation, including marketing material, will not be evaluated. Hyperlinks to documents or references to websites must not be used, unless these have been requested.
  5. Tenders will be evaluated based on the contents of their Tender response only.
  6. Tenderers should submit only one priced proposal. Where more than one price or set of prices is submitted, only the first submitted priced proposal will be accepted.
  7. Technical Evaluation will be undertaken independently from Commercial and Financial Evaluations. Technical evaluators will have no knowledge of associated prices. Tenderers must ensure that there are no prices shown within any technical criteria responses or supporting documents.
  8. Should any exclusions, assumptions, dependencies or caveats apply to your Tender or any of the goods and/or services that you would provide when delivering the requirements, these must be clearly indicated in the relevant areas of the Tender.

1. **Commercial Qualification Evaluation Criteria**
   1. The Commercial Qualification Evaluation will assess if all tendering and contractual requirements have been provided.
   2. A Tender will be considered non-compliant if:

* the Tender was not received by the due date and time.
* the full set of requirements cannot be delivered.
* any required delivery dates cannot be met.
* all Framework Terms & Conditions and have not been accepted.
* all required MOD Terms & Conditions and have not been accepted.
* any required documentation was not submitted.
* any prices have been included in the technical responses and the Authority considers that this has affected the evaluation process.
* more than one proposal has been submitted and the Authority considers that this has affected the evaluation process.
* the Social Value Commitments form does not include at least one commitment for each of the one Social Value criteria/themes.
  1. The Authority reserves the right to undertake due diligence checks and/or financial health checks of Tenderers as part of the Commercial Evaluation. If any of these checks raises concerns around the Tenderer or If a Parent Company or Bank guarantee is requested and is not provided, The Authority will consider the Tenderer non-compliant. If these checks are undertaken on the Winning Supplier during the standstill period prior to formal contract award, the Authority reserves the right to award the Contract to the next best placed Supplier or to cancel or re-run the procurement.

**9. Financial Price Evaluation Criteria**

* 1. The Financial Evaluation will assess the Total Price the Tenderer has offered to deliver all the requirements set out in the Statement of Requirements/Specification.
  2. Prices must be provided for each item listed in the Pricing Table. All prices submitted must be excluding VAT for the full maximum duration of the requirement, including any optional goods/services and periods.
  3. The Total Price figure that will be used in the evaluation of Tenders shall be the total figure that is calculated from the prices Tenderers have provided for each item listed in the Pricing Table.
  4. Tenderers are notified that when the contract is in place, payments for goods and/or services will be made after the goods and/or services have been fully delivered.
  5. Where estimated Authority usage figures are shown on the Pricing Table, the Total Price figure shall not be a guarantee of quantities required or payments to be made under any resulting Contract.
  6. A Tender will be considered non-compliant if:
* The price submitted for the initial purchase exceeds £183,333.33 (excluding VAT)
* The price submitted exceeds the total budget of £750,000 (excluding VAT) for all requirements, including optional requirements.
* The Tender does not indicate a Total Price.
* The prices included in the tender are not Firm Prices.
* the Tender has not provided prices for all items in the Pricing Table.
* the Tender requires the Authority to provide additional resource (other than any identified in the Statement of Requirements), therefore the pricing does not cover all requirements.
* the Tenderer has amended the calculations (highlighted yellow) within the Pricing Table.

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* 1. The Tenderer with the lowest total price from the Pricing Table calculation (provided the tender is fully compliant) shall be awarded the maximum Financial Price Score available. The remaining Tenderers shall be awarded a percentage of the maximum Financial Price Score available, based on their price relative to the lowest price submitted.
  2. The calculation used is the following:

Lowest Price from a compliant Tender x maximum Financial Score available

Tenderers price

*Example calculation, for information purposes only - figures for this procurement may differ.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Tenderer*** | ***Price Submitted*** | ***Score Calculation*** | ***Maximum Score Available*** | ***Financial Score Awarded*** |
| *Tenderer A* | *£1,000* | *(£1,000 / £1,000) x 50* | *50* | *50* |
| *Tenderer B* | *£1,100* | *(£1,000 / £1,100) x 50* | *50* | *45* |
| *Tenderer C* | *£2,000* | *(£1,000 / £2,000) x 50* | *50* | *25* |

1. **Technical Quality Evaluation Criteria**
   1. The Technical Evaluation will assess the Tender response to establish the level of confidence The Authority has that the Tenderer will be able meet and deliver all the requirements detailed in the Statement of Requirements/Specification.
   2. The points achieved will be multiplied by the corresponding weighting to provide an overall criteria mark.
   3. When the mark for each question has been determined they will be added together to provide a total mark for the Technical Evaluation.
   4. The evaluators are considered to be Subject Matter Experts (SME) on the Statement of Requirements/Specification. If an individual criteria is evaluated by more than the one SME, The Authority will review the points allocated by the individual evaluators before facilitating a group consensus meeting. During the meeting, evaluators will discuss their independent points until they reach a consensus regarding the points that should be attributed to each Tenderers answer to the questions.
   5. The answer to each technical criteria should be no more than 750 words. The only exception to this shall be figure 1, where the maximum word count shall be 1,000 words.
   6. Evaluators will assess each question individually and will not be expected to search for answers. Where a Tenderers answer to any technical criteria question is covered within a separately attached document, the text answer to that criteria question must clearly indicate the relevant part of the supporting document in which the answer can be found. Any documents that have not been referenced will be discounted during evaluation.
   7. Once all technical responses have been evaluated the individual marks attributed to each response, excluding any pass/fail criteria, will be added together to provide a total Technical Mark.
   8. A Tender will be considered non-compliant if:

* the Tender receives a fail on any pass/fail criteria.
* the Tenderer has self-certified that that they cannot meet any of individual pass/fail criteria.
* the Tender receives points which are below the threshold set for any individual criteria.
* the Tender receives a Total Technical Score below 60.
* the Tender receives a score of 0 on more than one of the one social value MAC criteria.
  1. The Technical evaluation questions/criteria that Tenderers should address within their Tender are:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Figure** | **Criteria** | **Points Available** |  | **Minimum Threshold** | **Weight** | **Score Available** |
| 1 | Explain how your equipment will meet all the mandatory specifications | 0, 30, 70 or 100 |  | 70 | 40 | 1 |
| 2 | Advise if you are able to meet the Advantageous specifications of being able to delivery by end Feb 2025 | 100 points available if delivery of initial requirements is prior to 28th February 2025.  0 points available if delivery of initial requirements is after 28th February 2025 but before March 31st 2025 |  | 0 | 5 | 2 |
| 3 | Advise if you are able to meet the Advantageous specifications of being able to provide installation requirements | 100 points available if this is available and can provided within one week of contract award.  0 points available if this is not available or cannot be provided within one week of contract award. |  | 0 | 2.5 | 3 |
| 4 | Advise if you are able to meet the Advantageous specifications of having not exceeding 40kg | 0 points available if weight is above 40kg. 30 points available if weight is between 31 - 40kg. 70 points available if weight is between 21 - 30kg. 100 points available if weight is 0-20kg. |  | 0 | 2.5 | 4 |
| 5 | Advise if you are able to meet the Advantageous specifications of having Short Wave Infra-Red (SWIR) functionality | 100 points available if this can be included with technical data sheet provided.  50 points available if this can be included with no technical data sheet provided  0 points available if this cannot be included. |  | 0 | 10 | 5 |
| 6 | Advise if you are able to meet the Advantageous specifications of having Eye safe laser ranging functionality | 100 points available if this can be included with technical data sheet provided.  50 points available if this can be included with no technical data sheet provided  0 points available if this cannot be included. |  | 0 | 7.5 | 6 |
| 7 | Advise if you are able to meet the Advantageous specifications of having the ability to detect and classify targets | 100 points available if this can be included with technical data sheet provided.  50 points available if this can be included with no technical data sheet provided  0 points available if this cannot be included. |  | 0 | 7.5 | 7 |
| 8 | Advise if you are able to meet the Advantageous specifications of being able to provide Information around the environmental and reliability testing | 100 points available if this can be included with technical data sheet provided.  50 points available if this can be included with no technical data sheet provided  0 points available if this cannot be included. |  | 0 | 5 | 8 |
| 9 | Explain how you will ensure you can provide all Supporting Documentation requested in the SoR under the IPR and Supporting Documentation headings. | 0, 30, 70 or 100 |  | 30 | 5 | 9 |
| 10 | Explain how you will ensure you will be able to provide up to three of the same electro optic sensors, as stated under ‘Optional Requirements’ | 0, 30, 70 or 100 |  | 30 | 5 | 10 |
| 11 | Explain how you will deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions. | 0, 30, 70 or 100 |  | 30 | 10 | 11 |
|  |  |  |  |  | 100% | 100 |

* 1. The response to each criteria will be given points in accordance with the table below:

Criteria 2-8 will be scored in line with the system detailed in the points available column.

Criteria 1, 9, 10 and 11 will be scored in accordance with the following:

|  |  |  |  |
| --- | --- | --- | --- |
| 100 – High Confidence  In The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: | 70 – Good Confidence  In The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: | 30 – Moderate Confidence  In The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: | 0 – Low Confidence  In The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: |
| addresses and demonstrates a thorough understanding of all elements of the requirement or criteria, where applicable. | addresses and demonstrates a sufficient understanding of most of the requirement or criteria, where applicable. | addresses and demonstrates an understanding of some of the elements of the requirement or criteria, where applicable. | does not address or demonstrate an understanding of most or all of the requirement or criteria, where applicable. |
| provides a comprehensive, unambiguous and thorough explanation of how all of the requirement or criteria will be delivered, where applicable. | provides sufficient detail and explanation of how most of the requirement or criteria will be delivered, where applicable. | is weak in some areas and does not fully detail or explain how some elements of the requirement or criteria will be delivered, where applicable. | does not demonstrate the ability to deliver most or all of the requirement or criteria, where applicable. |
| details a thorough explanation of how the full volumes and timescales of the requirement or criteria will be met, where applicable. | shows sufficient ability to meet most of the volumes and timescales for the requirement or criteria, where applicable. | indicates that some of the volumes or timescales for the requirement or criteria will be met but may be lacking detail is some areas, where applicable. | does not show that most or all of the volumes or timescales of the requirement or criteria will be met, where applicable. |
| provides comprehensive details showing how all of the requirement or criteria will be managed with sufficient resource allocated and support provided for the full duration, where applicable. | provides sufficient information to show how most of the requirement or criteria will be managed with adequate resource allocated and support provided, where applicable. | provides details of how some of the requirement or criteria will be managed but leaves concerns about the resource and support provided, where applicable.  . | does not provide details of how most or all of the requirement or criteria will be managed or that the required resource and support will be provided, where applicable. |
| comprehensively details how the requirement or criteria will be assured and how all quality or standards expected will be met in full, where applicable. | sufficiently details how most of the requirement or criteria will be assured and quality or standards expected will be met, where applicable. | provides details of how some of the requirement or criteria will be assured but leaves doubt about quality or standards, where applicable. | does not demonstrate that most or all of the required standards or quality will be met, where applicable. |
| has comprehensively considered risks to delivery of the requirement or criteria and thoroughly explained how they will be eliminated or mitigated, where applicable. | has considered risks to delivery of the requirement or criteria and adequately indicated how most will be eliminated or mitigated, where applicable. | has considered risks to some of the requirement or criteria but leaves concerns that there are risks that have not been considered or may not be mitigated, where applicable. | has identified and addressed few or no risks to delivery, where applicable. |

* 1. Social Value Overview (for criteria 11)

Social value has a lasting impact on individuals, communities, and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. It cannot afford not to. A missed opportunity to deliver social value may lead to costs that the taxpayer has to absorb elsewhere through public procurement.

A competitive and diverse supply landscape can help to deliver innovation in public services, manage risk and provide greater value for taxpayers’ money.

As a result, the Social Value Model (SVM) has been created which details 5 Themes, 8 Policy Outcomes and 24 Model Award Criteria (MACs). The SVM MACs are questions which relate to Social Value. The use of the SVM is mandatory in all central government procurements using Public Contracts Regulations (PCR) 2015 and Defence and Security Public Contracts Regulations (DSPCR) 2011 above financial threshold and exempt procurements.

Defence is focusing on three, out of the five, priority Social Value themes that are most relevant for Defence:

* Tackling economic inequality.
* Fighting climate change; and
* Equal opportunity.

The Social Value Scoring Criteria is listed below. Please use this and the information provided within the SVM to compile your responses to the SVM MAC and Model Evaluation Question (MEQ) asked. In compiling your answer, please refer to the SVM Quick Reference Table. Under Model Response Guidance for tenderers and evaluators examples of types of evidence the tender evaluators are looking for can be found.

Alongside the Example Reporting Metrics, Social Value Key Performance Indicators (KPIs) may be used within this contract. KPIs will be generated from the Tenderer’s social value response it is therefore important that measurable commits are included in the response (both commitments against the reporting metrics and other metrics as may be appropriate. KPIs may be agreed between the parties and included in the contract at Contract Award.

The aim of the following SVM MACs is to understand the Tenderers Social Value Commitment that this procurement programme will provide within the geographical location(s) that is will be delivered from.

In your written response you should provide convincing arguments, including suitable evidence, of What your understanding of Social Value is, in relation to this procurement, and How you will instil confidence in the Authority in your ability to deliver against the Social Value requirements for this procurement.

A list of some of the key response documents that the Authority would expect you to provide are provided below. However, within the overall limit of pages you should supplement your written submission with other documents you consider will build confidence in your ability to maximise Social Value Commitments.

From the information that you provide, the evaluators will assess, qualitatively, your response, based on the information that you provide within your tender response.

Alongside their Commitments against the reporting metrics, the successful Tenderer’s method statement will form the basis of Key Performance Indicators and jointly managed throughout the life of the contract.

The Tenderers must ensure that they answer the SVM MACs asked. Any additional information which is not specific to the contract being procured will not be considered.

The Tenderers responses are to set out the additional Social Value benefits that they will deliver against the Policy Outcomes for this procurement. It is not sufficient to only reference/use to their Corporate Social Responsibility (CSR) and or Environmental, Social and Governance (ESG) documents.

Using a maximum of 750 words describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include:

* your ‘Method Statement,’ stating how you will achieve this and how your commitment meets the SVM Model Award Criteria (MAC), and
* a timed project plan and process, including how you will implement your commitment and by when
* how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:

· timed action plan

· use of metrics

· tools/processes used to gather data

· reporting

· feedback and improvement

· transparency

* how you will influence your: staff, supply chains, 3rd party suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training, and education, partnering/collaborating, volunteering.

In complying your answer, please refer to the Social Value Model Quick Reference Table, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.

For this procurement, the following SVM MAC have been selected as being appropriate.

|  |  |  |
| --- | --- | --- |
| **Model Award Criteria** | **Model Response Guidance for tenderers and evaluators**  *The award criteria (left) and sub-criteria (below) will be used to evaluate the response* | **Example Reporting Metrics**  *(proposals to be included in tender response)* |
| **Theme 3: Fighting Climate Change: Policy Outcome: Effective stewardship of the environment** | | |
| MAC 4.1 Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions | Activities that demonstrate and describe the tenderer’s existing or planned:  ● Understanding of additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions. Illustrative example: conducting pre-contract engagement activities with a diverse range of organisations in the market to support the delivery of additional environmental benefits in the performance of the contract.  ● Collaborative way of working with the supply chain to deliver additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions.  ● Delivery of additional environmental benefits through the performance of the contract, including working towards net zero greenhouse gas emissions. Illustrative examples:  Enhancing the natural environment such as habitat creation, increasing biodiversity such as increased numbers of pollinators.  Green space creation in and around buildings in towns and cities, e.g. green walls, utilising roof tops for plants and pollinators.  Improving air quality. | Number of green spaces created under the contract. Annual Reduction in emissions of greenhouse gases water use waste to landfill arising from the performance of the contract |

Further Social Value Guidance can be found:

a) Social Value Model (SVM), Government Commercial Function, Edition 1.1 – 3 Dec 20 <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf>

b) Guide to Using the Social Value Model, Government Commercial Function, Edition 1.1 – 3 Dec 20 <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf>

c) Social Value Model Quick Reference Table, Government Commercial Function, Edition 1.1 – 3 Dec 20 <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf>

* 1. Tenderers ‘Technical Score’ shall be calculated as a percentage of the maximum Technical Score available, based of the total Technical Marks received.

The calculation used is the following:

Tenderers Total Marks x maximum Technical Score available

Total Marks Available

*Example calculation, for information purposes only and based on maximum Financial score of 50% and Technical score of 50% - figures for this procurement may differ.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Tenderer*** | ***Total Marks*** | ***Score Calculation*** | ***Maximum Score Available*** | ***Technical Score Awarded*** |
| *Tenderer A* | *70* | *(70 / 100) x 50* | *50* | *35* |
| *Tenderer B* | *90* | *(90 / 100) x 50* | *50* | *45* |
| *Tenderer C* | *80* | *(80 / 100) x 50* | *50* | *40* |

1. **Award Decision**
   1. Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Tenderer which offers the most economically advantageous Tender may be awarded a Contract.
   2. The Tender which receives the highest Evaluation Score, which is calculated as the highest combined Technical Evaluation Score and Financial Evaluation Score (provided the tender is considered fully compliant in all evaluation areas) shall be considered the most economically advantageous Tender.

1. **Other Information**

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

a. contain any Russian/Belarussian products and / or services; and/or

b. are linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(1) registered in the UK or in a country with which the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement; and / or

(2) which have significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement.

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

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

**Contract Documents**

Any contract resulting from this tender will be formed from the CCS Framework Order Form, Terms & Conditions and associated Schedules, including the Statement of Requirements/Specification and Pricing Table, incorporating prices submitted by the Winning Tenderer.

If, following the contract award decision, the Winning Tenderer does not agree to the Contract terms and sign the contract within 10 working days of issue (when the Contract has been drafted in accordance with the terms and information provided in this tender), the Authority reserves the right to terminate that contract award decision and award the Contract to the next best placed Tenderer or to cancel or re-run the procurement.

If the Winning Tenderer enters into the contract but is unable to deliver the requirements, the Authority reserves the right to terminate that Contract and award the Contract to the next best placed Tenderer or to cancel or re-run the procurement.

**IR35**

IR35 off payroll working rules are not expected to apply to this requirement as this is for procurements of goods.

**Modern Slavery**

A Modern Slavery Assessment has been raised and the risk is considered to be Very Low.

**Cyber Risk**

A Cyber Risk Assessment has been raised and the profile is Very Low. The reference is RAR- 241105A09.

A Supplier Assurance Questionnaire does need to be completed.

Where a Supplier Assurance Questionnaire needs to be completed, Tenderers must complete and email this to [UKStratComDD-CyDR-DCPP@mod.gov.uk](mailto:UKStratComDD-CyDR-DCPP@mod.gov.uk) who will confirm cyber risk compliance. A copy of the completed questionnaire and the compliance email should then be included as part of the tender submission.

If a Tenderers Supplier Assurance Questionnaire score does not meet the level set in the Cyber Risk Assessment, this does not prevent submission of a Tender. In those circumstances, a Cyber Implementation Plan should be completed as part of the tender submission, to demonstrate what actions will be taken to meet the required Cyber Risk level. Provided the actions and timescales were considered acceptable to The Authority, the Cyber Implementation Plan would then be included as a requirement in any resulting Contract.

Guidance of Cyber Implementations Plans can be found online at <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1126692/20221219-CIP_Guidance.pdf>

**Statement of Requirements/Specification**

**Introduction**

NavyX has been set the headmark of delivering and trialling International Maritime Organisation (IMO) degree 4 autonomy onto one or more Naval Service owned surface platform(s). To meet the NavyX headmark by end of FY 25/26, it is necessary to achieve a position where NavyX can declare itself ‘ready in all respects’ to conduct the appropriate experimentation to support a staged progression towards achieving the headmark.

Achieving this will provide NavyX the ability to independently integrate, test and evaluate full and or partial candidate autonomy packages and associated sensor and communication outfits and infrastructure. NavyX will then be able to declare itself at an Initial Operating Capability (IOC).

A key enabling project which feeds the autonomy programme is the Inputs to Autonomy project. Sensors/inputs are crucial for autonomy as they provide essential data about the surrounding environment to autonomous systems. One critical enabling component which forms part of the inputs to autonomy baseline is procurement and integration of a suitable electro optic sensor.

**Requirement & Deliverables**

NavyX seeks an electro optic sensor in the form of a Pan Tilt Zoom (PTZ) or 360-degree fixed array which would be used for the following:

1. The electro-optic solution should be able to maintain a proper 360-degree visual lookout as required by Colregs Rule 5. It should provide reliable visual information to enhance navigation safety.
2. Increase the situational awareness for the ships company and future trials teams, aiding with object tracking both during the day and at night.

The core requirements for the electro optic sensor are given in Table 1 below. Each requirement has a category for grouping, a justification for context and an associated priority level of ‘Mandatory’ or ‘Key’, which are defined below:

1. Mandatory (M) – Essential requirements for which non-compliance will result in rejection from competition.
2. Advantageous (A) – important requirement but non-compliance will not result in automatic rejection from competition. However, non-compliance would see lower scores than fully compliant systems.

Table 1 Requirements

|  |  |
| --- | --- |
| **Priority** | **Requirement** |
| M | The Electro Optic must be suitable for installation on a ship and use in a maritime environment. |
| M | Contractor shall deliver the electro optic sensor and required parts for installation as described through this SOR to HMNB Portsmouth prior to 31st March 2025. |
| M | The contractor shall provide technical support to aid NavyX with install advise, set up and overcoming general technical issues. This is to be for the length of 1 year with the option to contract for a further year. |
| M | The electro optical sensor must be suitable for use during the day and at night. |
| M | The electro optic sensor at a minimum must have ethernet and RS232/RS422 or NMEA interfaces. |
| M | The electro optic needs to be suitably stabilised. |
| M | The electro optic must have the ability to be able to track targets. |
| M | The electro optic must be able to integrate/fuse with other sensors to improve the situational awareness of PTBK. |
| M | In response to this SOR the contractor shall provide technical performance characteristics in relation to the candidate electro optic as requested in the supporting documentation section. |
| M | The solution needs to output information/data that can be consumed by both machines. |
| A | Contractor shall provide the installation requirements for the candidate electro optic sensor. |
| A | The electro optic shall not exceed 40kg. contractor response to be supported with weight data of the candidate electro optic. |
| A | Short Wave Infra-Red (SWIR) functionality would be advantageous. |
| A | Eye safe laser ranging functionality would be advantageous |
| A | The ability to detect and classify targets would be advantageous. |
| A | The contractor shall provide Information around the environmental and reliability testing carried out on the product, as well as Mean Time Between Failure (MTBF) information. |

**Supporting Documentation**

In addition to the deliverables detailed above, the following documentation is required to support integration and safe operation of the Electro Optic:

• Technical Specification & Performance

• Operating Manual, including Maintenance Schedule and Instructions

• Training manuals and reference material

• Parts list for additional parts required to install the Electro Optic.

**Optional Requirements**

There may also be a requirement to procure additional quantities, up to three of the electro optic sensor. This would be up to 30th September 2026. This would be in addition to the purchase of the core items.

**Timescales**

The selected contractor is required to provide an Electro Optic capability no later than the end of 31st March 2025. Additional quantities of the electro optic sensor may be required until 30th September 2026.

**Location**

Item to be delivered to HMNB Portsmouth.

**Software**

Not required unless it’s required by the candidate sensor.

**IPR**

State if any deliverables will require information for which a supplier may hold Intellectual Property Rights or if MOD will need to own any IPR

(i.e. MOD shall own IPR on any data that arises as a result of analysis, or tests performed under the contact).

*This table can be completed to confirm.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Type** | **Is This Required** | **What Is Required** | **Who Requires** | **When Required** | **Format** | **Classification** |
|  | (Yes or No) |  | (i.e. MOD, Military Partners, Supporting Contractors) | (i.e. On Delivery, Annually Throughout Duration) | (I.e. PDF, Word, Hard Copy) | (i.e. Official Sensitive, Secret, Unclassified) |
| Operators Manual | Y | Operators’ manual and installation manual. | NavyX | Ahead of delivery | PDF & Hard Copy | OS or below |
| Repair & Maintenance Information | Y | Details of what maintenance the sensor will require at what intervals. | NavyX | On Delivery | PDF | OS or below |
| Design & Manufacture Information | N |  |  |  |  |  |
| Training Material | Y | Training Manuals or guides if available. | NavyX | On Delivery | PDF & Hard Copy | OS or below |
| Safety Case or Plans | N |  |  |  |  |  |
| Quality Plans | Y | The contractor shall provide Information around the environmental and reliability testing carried out on the product, as well as Mean Time Between Failure (MTBF) information. | NavyX,  MOD | On delivery | PDF | OS or below |
| Equipment | Y | Items specified in requirements table. | NavyX | On delivery |  | OS or below |
| Special Tools & Jigs | N |  |  |  |  |  |
| Interface Information | Y |  | NavyX, Supporting contractors | Ahead of delivery | PDF | OS or below |
| Software | Y | If required | NavyX | On delivery |  | OS or below |
| Source Code | N |  |  |  |  |  |
| Licences | Y | If required | NavyX | On delivery |  | OS or below |
| Other (add as required) | N |  |  |  |  |  |

**Governance**

Not foreseen.

**Acceptance**

State if any acceptance or conformity requirements will be requested before or after delivery of goods/services.

(i.e. All goods delivered should have a Certificate of Conformity).

**Performance Management**

Goods are to be delivered in line with timescales stated.

**Government Furnished Assets**

N/A

**Security**

Not foreseen.

**Personal Data**

Not foreseen.

**Quality & Standards**

N/A

**Health & Safety**

N/A

**Implementation**

N/A

**Exit**

N/A

**Acronyms**

Any acronyms or Capitalised Terms should be listed with a description of what they are.

**Financial Criteria – Pricing Table**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | **Deliverables in accordance with Statement of Requirements (Initial Requirements)** | | | | | | | |
| **Item Number** | **Description** | | **Delivery Date** | **Unit of Measurement** | **Quantity** | **Individual Price**  **(£)**  **Ex VAT** | **Price Type** | **VOP Review Date** | **Total Price**  **(£)**  **Ex VAT** |
| 1 | Purchase of Electro Optic Sensor | | No later than  31 March 2025 | Per Item | 1 | £TBC | Firm | Not Applicable | £TBC |
| 2 | Additional advantageous provision of Short Wave Infra-Red (SWIR) functionality | | No later than  31 March 2025 | Per Period | 1 | £TBC | Firm | Not Applicable | £TBC |
| 3 | Additional advantageous provision of eye safe laser ranging functionality | | No later than  31 March 2025 | Per Period | 1 | £TBC | Firm | Not Applicable | £TBC |
| 4 | Additional advantageous provision of ability to detect and classify targets | | No later than  31 March 2025 | Per Period | 1 | £TBC | Firm | Not Applicable | £TBC |
|  | | | | | | | **Total Initial Value** | | £TBC |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | **Deliverables in accordance with Statement of Requirements (Optional Requirements)** | | | | | | | |
| **Item Number** | **Description** | | **Delivery Date** | **Unit of Measurement** | **Quantity** | **Individual Price**  **(£)**  **Ex VAT** | **Price Type** | **VOP Review Date** | **Total Price**  **(£)**  **Ex VAT** |
| 5 | Purchase of Electro Optic Sensor | | No later than  30th September 2026 | Per Item | Up to 3 | £TBC | Firm | Not Applicable | £TBC |
| 6 | Additional advantageous provision of Short Wave Infra-Red (SWIR) functionality | | No later than  30th September 2026 | Per Period | Up to 3 | £TBC | Firm | Not Applicable | £TBC |
| 7 | Additional advantageous provision of eye safe laser ranging functionality | | No later than  30th September 2026 | Per Period | Up to 3 | £TBC | Firm | Not Applicable | £TBC |
| 8 | Additional advantageous provision of ability to detect and classify targets | | No later than  30th September 2026 | Per Period | Up to 3 | £TBC | Firm | Not Applicable | £TBC |
|  | | | | | | | **Total Optional Value** | | £TBC |

|  |  |
| --- | --- |
| **Item Number** | **Consignee Address (XY code only)** |
| 1-8 | HM Naval Base Portsmouth |
| **Item Number** | **Payment Schedule** |
| 1-8 | Payment to be made following successful delivery of each item |

All prices stated are firm prices, to be paid in £ (GBP/Pounding Sterling), not subject to any increase or exchange rates.

The quantity of each item are expected numbers and not a guarantee of amounts required or due. Quantities ordered under the contract may be higher or lower based on Buyer requirements during the contract period.

The contract value will be a limit of liability under which the Buyer shall be entitled to purchase any goods and/or services listed at the firm prices set, dependent on Buyer requirements.

The Prices set for each item shall be the total maximum price the Supplier shall charge for the delivery of the goods and/or services covered within that item. No further costs shall be claimed by the Supplier and all prices quoted shall include as a minimum, but not be limited to:

* Any direct or indirect costs.
* Any labour costs or personnel salaries, pensions or contributions.
* Any costs associated with management of the contract.
* Any costs associated with providing required information to the Authority.
* Any costs for processing of orders or taskings.
* Any costs for submission of invoices.
* Any costs for manufacture or provision of goods and/or services.
* Any costs for delivery to the Authority.
* Any fuel costs.
* Any related travel and subsistence.
* Any packaging.
* Any import costs or charges.
* Any implementation or exit costs.
* Any installation or setup costs.
* Any costs to deliver training or guidance.
* Any sub-contractor costs.
* Any IT or system related costs.
* Any costs required to provide Authority access to systems or accounts.

**DPS Schedule 6 (Order Form Template and Order**

**Schedules)**

**Order Form**

|  |  |
| --- | --- |
| ORDER REFERENCE: | **713557451** |
| THE BUYER: | Ministry of Defence |
| BUYER ADDRESS | Navy Commercial, Leach Building, HMS Excellent, Portsmouth, PO2 8BY |
| THE SUPPLIER: | TBC |
| SUPPLIER ADDRESS: | TBC |
| REGISTRATION NUMBER: | TBC |
| DUNS NUMBER: | TBC |

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated TBC

It’s issued under the DPS Contract with the reference number RM6235 for the provision of Space-Enabled and Geospatial Services.

DPS FILTER CATEGORY(IES):

Not Applicable

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.

2. Joint Schedule 1(Definitions and Interpretation) RM6235

3. DPS Special Terms

4. The following Schedules in equal order of precedence:

● Joint Schedules for RM6235

● Joint Schedule 2 (Variation Form)

● Joint Schedule 3 (Insurance Requirements)

● Joint Schedule 4 (Commercially Sensitive Information)

● Joint Schedule 6 (Key Subcontractors)

● Joint Schedule 7 (Financial Difficulties)

● Joint Schedule 10 (Rectification Plan)

● Joint Schedule 11 (Processing Data)

● Joint Schedule 12 (Supply Chain Visibility)

● Order Schedule 1 (Transparency Reports)

● Order Schedule 2 (Staff Transfer)

● Order Schedule 3 (Continuous Improvement)

● Order Schedule 5 (Pricing Details)

● Order Schedule 6 (ICT Services)

● Order Schedule 7 (Key Supplier Staff)

● Order Schedule 8 (Business Continuity and Disaster Recovery)]

● Order Schedule 9 (Security)

● Order Schedule 10 (Exit Management)

● Order Schedule 13 (Implementation Plan and Testing)

● Order Schedule 14 (Service Levels)

● Order Schedule 17 (MOD Terms)

● Order Schedule 20 (Order Specification)

5. CCS Core Terms (DPS version) v1.0.3

6. Joint Schedule 5 (Corporate Social Responsibility) RM6235

7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

1 The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

a. the Contract Deliverables and/or Services contain any Russian/Belarussian products and/or services; or

b. that the Contractor or any part of the Contractor’s supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

(2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

2 The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

3 The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority’s written concerns, for the Authority’s consideration.

4 The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

Within the duration of this contract, all staff embedded at HM Establishments may be required to complete a Conflicts of Interest declaration and sign a Non Disclosure Agreement. The supplier will also be required to ensure a Compliance Regime (at Annex A to this Contract) is enacted if any personnel provided by the supplier will be involved in the process for re-letting any follow on or other contracts for which the supplier may tender.

ORDER START DATE: TBC

ORDER EXPIRY DATE: TBC

ORDER INITIAL PERIOD: TBC

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year isTBC

ORDER CHARGES

TBC

The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payments to be made in arrears via CP&F/Exostar.

The process for Supplier on-boarding for CP&F shall include completing the full MOD registration process in Exostar.

An invoice shall only be valid if it has been submitted for the correct amount and tax treatment in Exostar.

The Supplier shall confirm the amount they consider to be due for payment, for any month or period, within 31 calendar days of the end of that month or period and shall submit invoices through CP&F/Exostar no later than 7 calendar days after that payment amount has been confirmed, unless otherwise agreed. All final amounts due under the contract must be confirmed by the Supplier within 31 calendar days of the end date of the contract, unless otherwise agreed.

BUYER’S INVOICE ADDRESS:

Navy Commercial, Leach Building, HMS Excellent, Portsmouth, PO2 8BY

BUYER’S AUTHORISED REPRESENTATIVE

TBC

BUYER’S ENVIRONMENTAL POLICY

Not applicable

BUYER’S SECURITY POLICY

1. As Per Call-Off Schedule 17 (MOD Terms)

The Contractor shall ensure that they arrange for any relevant security clearances (including BPSS or SC) to be in place when their personnel are required deliver any goods or services on Authority sites.

If Contractor personnel are required to access any classified information at MOD sites or on a MOD provided laptop, they must ensure that this information remains at those sites or on that laptop, unless otherwise agreed and detailed on a Security Aspects Letter.

The Supplier and/or Supplier personnel shall return any Buyer Property (including passes and laptops) within 7 calendar days of a request from the Buyer, unless otherwise agreed. Where Supplier personnel still hold any Buyer Property which contains sensitive information (including passes and laptops), beyond the requested date of return, this may be considered a security breach.

SUPPLIER’S AUTHORISED REPRESENTATIVE

TBC

The Supplier shall notify the Authority if their representative changes to allow any requests from the Authority to be dealt with promptly.

SUPPLIER’S CONTRACT MANAGER

TBC

PROGRESS REPORT FREQUENCY

See details in Order Schedule 20 (Order Specification)

PROGRESS MEETING FREQUENCY

See details in Order Schedule 20 (Order Specification)

KEY STAFF

TBC

KEY SUBCONTRACTOR(S)

TBC

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

TBC

SERVICE CREDITS

See details in Order Schedule 20 (Order Specification)

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

The Supplier has stated they will deliver the following Social Value Commitments through the duration of the Contract:

|  |  |
| --- | --- |
| Suppliers’ Commitments: | Numeric Value |
| Commitments for MACs | TBC |

The Authority shall be able to request that the supplier provide evidence that they are meeting these commitments. The supplier shall provide evidence of this within 10 working days. If the supplier is unable to provide sufficient evidence or is not meeting their commitments, the Authority reserves the right to deduct 5% of the next payment that becomes due for each week or portion of a week that passes before the supplier can evidence that those commitments are being met.

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

**ANNEX 1 - DEFCONS & DEFFORMS**

The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/guidance/knowledge-in-defence-kid>.

The following MOD DEFCONs and DEFFORMs form part of this contract:

|  |  |  |
| --- | --- | --- |
| **DEFCON No** | **Version** | **Description** |
| DEFCON 5J | 18/11/16 | Unique Identifiers |
| DEFCON 68 | 05/21 | Supply Of Data For Hazardous Articles, Material and Substances |
| DEFCON 76 | 11/22 | Contractors Personnel At Government Establishments |
| DEFCON 90 | 06/21 | Copyright |
| DEFCON 129J | 18/11/16 | The Use Of Electronic Business Delivery Form |
| DEFCON 516 | 04/12 | Equality |
| DEFCON 520 | 08/21 | Corrupt Gifts And Payments Of Commission |
| DEFCON 522 | 11/21 | Payment And Recovery OF Sums Due |
| DEFCON 531 | 09/21 | Disclosure Of Information |
| DEFCON 532A | 05/22 | Protection Of Personal Data |
| DEFCON 565 | 07/23 | Supply Chain Resilience and Risk Awareness |
| DEFCON 601 | 04/14 | Redundant Materiel  applies in relation to DEFCON 611 |
| DEFCON 611 | 12/22 | Issued Property |
| DEFCON 658 | 10/22 | Cyber |
| DEFCON 671 | 10/22 | Plastic Packaging Tax |
| DEFCON 694 | 07/21 | Accounting For Property Of The Authority |
| DEFCON 703 | 06/21 | Intellectual Property Rights – Vesting In the Authority |
| DEFCON 707 | 10/23 | Rights in Technical Data |