DEFFORM 47 (Edn 09/24)



Your Reference:

Our Reference: 713785450

Date: 22/01/2025

Dear Sir/Madam,

<u>INVITATION TO TENDER NUMBER 713785450 – THE KING'S BIRTHDAY PARADE 2025 -</u> <u>CROWD CONTROL AND STEWARDING FOR THE KING'S BIRTHDAY PARADE 14 JUNE 2025.</u> <u>(COMPETED THROUGH CCS FRAMEWORK RM6124 COMMUNICATIONS MARKETPLACE).</u>

- 1. You are invited to tender for the above requirement (713785450) in competition in accordance with the attached documentation.
- 2. The requirement is for the provision of event security and crowd management personnel and equipment for the Kings Birthday Parade taking place on 14th June 2025.
- 3. The anticipated date for the contract award decision is 1st April 2025, please note that this is an indicative date and may change.
- 4. Please note that a virtual Bidders Conference is arranged for Friday 31st January 2025 at 1000hrs. It is expected that all recipients of this ITT intending to submit a bid for this requirement will dial in to this call. The conference will be hosted by senior personnel within this sponsorship team.

- 5. I draw your attention to the Cyber Security accreditation for this requirement reference: **RAR-241205A05**. Please note, this is a compliance question.
- 6. Please note also that the Authority believes that IR35 will apply to this requirement.
- 7. In terms of the virtual Bidders conference, please confirm to XXXX whether you wish to be invited. As only those making this request will be invited. Please also indicate whether you would wish a separate bilateral session with the Authority representatives subsequent to the plenary session.
- 8. You must submit your Tender via the Defence Sourcing Portal by 12th February 2025 23:59:00 (GMT).

Yours faithfully

XXXX

XXXX

Senior Commercial Officer HOCS BP3

Name	Contact Name	Contact Email
23RED LIMITED	Katie Woodford	newbusiness@23red.com
AMONG EQUALS LTD	Oliver	ollie@amongequals.co
BRIGHTSPARKS AGENCY LTD	Leonie Tayler	leonie@brightsparksagency.com
BRUIZER LIMITED	Tim Wright	tim@bruizer.co.uk
CANNY COMMS LTD	Mark Hawkins	mark@canny-comms.co.uk
DEFINITION GROUP LIMITED	Fiona Holton	fiona.corey@thisisdefinition.com
FORESTVILLE COMMUNICATIONS LIMITED	Debbie Street	debbie@engagecf.co.uk
Four Communications Ltd	Einir	contracts@fourcommunications.com
HAVAS UK LIMITED	Kate Keepax	havasnb@havas.com
HERE&NOW365 LIMITED	Preet Khanna	preet.khanna@hereandnow365.co.uk
IDENTITY EVENTS MANAGEMENT LIMITED	Janet Dodd	tenders@identitygroup.co.uk
JACK RYAN MEDIA LTD	Jon	Jon@jackryanmedia.com
KINDRED AGENCY LIMITED	Lorraine	kindrednewbiz@kindredagency.com
Lexington Communications	Kevin O'Donnell	kevin.odonnell@lexcomm.co.uk
LUTHER PENDRAGON HOLDINGS LIMITED	Adam Thomas	adamthomas@luther.co.uk
M&C SAATCHI (UK) LIMITED	Lydia Smith	new.business@mcsaatchi.com
MGI (LONDON) LTD	Charlotte Rogers	charlotte@mgi-london.com
MULLENLOWE LONDON LIMITED	Roisin	newbusiness@mullenlowe.com
ON THE LEVEL PR LIMITED	Stephen Gladwin	steve.gladwin@onthelevelpr.co.uk
PREM Management Limited	Lynn Oldfield	lynnoldfield@premmanagement.co.uk
RADLEY YELDAR LIMITED	Laura Cawdron	hello@ry.com
RAPP LIMITED	Jess Evans	bids@uk.rapp.com
SPIRAL COMMUNICATIONS LIMITED	Simon Turner	info@spiralcom.co.uk
THE ORCHARD MEDIA & EVENTS GROUP		
LIMITED	Tim Powell	tenders@thinkorchard.com
VOICEBOXX COMMUNICATIONS LIMITED	Hannah Pearson	hello@vbxagency.co.uk
W & J LINNEY LIMITED	Michael Tubb	michaeltubb@linney.com
WESTHILL GROUP LIMITED	Richard Jackson	richard@westhill.co.uk
WORKING WORD PUBLIC RELATIONS	Manaha Casalalina	Mandu Caulding Quarking word of the
TRADING AS WORKING WORD LIMITED	Mandy Goulding	Mandy.Goulding@workingword.co.uk

Please note, the following Suppliers are being invited to tender.

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Contents

This Invitation to Tender sets out the requirements that Tenderers must meet to submit a valid Tender. It also contains the draft Contract, further related documents and forms and sets out the Authority's position with respect to the competition.

This invitation consists of the following documentation.

• DEFFORM 47 – Invitation to Tender. The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:

- Section A Introduction
- Section B Key Tendering Activities
- Section C Instructions on Preparing Tenders
- Section D Tender Evaluation
- Section E Instructions on Submitting Tenders
- Section F Conditions of Tendering
- DEFFORM 47 Annex A Tender Submission Document (Offer)
 - Appendix 1 to DEFFORM 47 Annex A (Offer) Information on Mandatory Declarations
- Contract Documents (As per the contents table in the Terms and Conditions)
- Schedule 1 Statement of Requirements.
- Schedule 2 Terms & Conditions.
- Schedule 3 Pricing Schedule.
- Schedule 4 DEFFORM 111
- Schedule 5 DEFFORM 539A
- Schedule 6 & 7 Security Aspects Letter (SAL) and Personal Data Aspects Letter (PDAL)

Please reference the attached PDAL & SAL documents for further information.

Section A - Introduction

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DEFFORM 47 Definitions

In this ITT the following words and expressions shall have the meanings given to them below:

A1. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.

A2. "Compliance Regime" is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.

A3. "Conditions of Tendering" means the conditions set out in this DEFFORM 47 that govern the competition.

A4. A "Consortium Arrangement" means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.

A5. "Contract" means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.

A6. "Contract Terms & Conditions" means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.

A7. "Contractor Deliverables" means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.

A8. "Cyber Security Model" means the model defined in DEFCON 658.

A9. "Defence Sourcing Portal" means the electronic platform in which Tenders are submitted to the Authority.

A10. "Government Furnished Information" means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.

A11. "ITT Documentation" means this ITT and 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.

A12. "ITT Material" means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.

A13. "Schedule of Requirements" (Section 1 in Terms and Conditions, Schedule 2 in Standardised Contracting Template 1B (SC1B) or Schedule 2 in Standardised Contracting Template 2 (SC2)) 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.

A14. The "Statement of Requirement" means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A15. A 'Sub-Contractor' means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

A16. A "Sub-Contracting Arrangement" means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

A17. A "Tender" is the offer that you are making to the Authority.

A18. "Tenderer" means the economic operator submitting a response to this Invitation to Tender. Where "you" is used this means an action on you the Tenderer.

A19. A "Third Party" is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

Purpose

A20. The purpose of this ITT is to invite you to submit a Tender, in accordance with the instructions set out in this ITT, to propose a solution and best price to meet the Authority's requirement. This documentation explains and sets out the:

- a. timetable for the next stages of the procurement;
- b. instructions, conditions and processes that governs this competition;
- c. information you must include in your Tender and the required format;
- d. arrangements for the receipt and evaluation of Tenders;
- e. criteria and methodology for the evaluation of Tenders; and
- f. Contract Terms & Conditions;

A21. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance and/or precedence.

A22. This requirement is exempt from advertising but please note the ITT and the any resulting contract document will be published under 'Contract Finder'

A23. This ITT is subject to the 'Public Contract Regulations 2015' and in particular Regulation 33.

A24. This ITT has been issued to all Suppliers that responded to a request for expressions of interest. All twenty-eight Suppliers that are registered under **Crown Commercial Services Framework RM6124 Communications Marketplace** were contacted.

A25. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the DSP and also provided on page 3 above.

A26. Funding has been approved for this requirement.

ITT Documentation and ITT Material

A27. 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 ITT Material 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 A27.c, which as 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 ITT Material (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 confirm destruction of (or in the case of software, that it is beyond use) 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'.

A28. Some or all 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 are in addition to, and do not derogate from, your obligations under paragraph A27 above.

Tender Expenses

A29. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

Consortia and Sub-Contracting Arrangements

A30. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

Material Change of Control

A31. You must inform the Authority in writing as soon as you become aware of:

- any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;
- b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or

c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and

d. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:

i. the form of legal arrangement by which the Consortium Arrangement or
 SubContracting Arrangement will be structured;
 ii. the identity of Consortium
 Arrangement or Sub-Contracting Arrangement;

iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

A31. If a change described in paragraph A31 occurs, the Authority may reassess you against the PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome

of this further assessment may affect your suitability to proceed with the procurement. **NOT APPLICABLE – NO DOWN SELECTION OF SUPPLIERS UNDERTAKEN.**

A32. In relation to a change described in paragraph A31, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must

additionally highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement. **NOT APPLICABLE**

A33. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of their responses to the PQQ if:

a. They fail to re-submit to the Authority the updated relevant section of their PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than [X] business days following request from the Authority; or

b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have prequalified. **NOT APPLICABLE**

Contract Terms & Conditions

A34. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Knowledge in Defence (KiD) website.

A35. The Contract Terms & Conditions are attached at Schedule 2 of this document. The applicable Terms and Conditions are those of framework RM6124.

A36. The Pricing Schedule is attached at Schedule 3 of this document.

Other Information

A37. The Armed Forces Covenant

- a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.
- b. The Covenant is based on two principles:
- i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- ii. That 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 Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

c. <u>The Armed Forces Covenant</u> provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.

d. 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 Authority 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: employerrelations@rfca.mod.uk

Address: Defence Relationship Management Ministry of Defence Holderness House 51-61 Clifton Street London, EC2A 4EY

e. Paragraph A37 a to d 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.

A38. Not Applicable

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Section B - Key Tendering Activities

ITT Procurement Timetable

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

Stage	Date and Time	Responsibility	Submit to:
Bidders Conference & individual consultations.	31 st January 2025 (Time TBC)	The Authority / Tenderers	All Tenderers
Final date for Clarification Questions/Requests for additional information	3 rd February 2025 (1000hrs GMT)	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	5 th February 2025	The Authority	All Tenderers
Tender Return	12 th February 2025 (1000hrs GMT)		Defence Sourcing Portal
Evaluation Commences	13 th February 2025	The Authority	N/A
The Authorities clarification questions to Bidders	24 th February 2025	The Authority	Defence Sourcing Portal
Bidders' response to clarification questions	27 th February 2025	Tenderers	Defence Sourcing Portal
Technical Evaluation Completed	6 th March 2025	The Authority	N/A
Financial Completed	10 th March 2025	The Authority	N/A
Overall Evaluation Completed with Letter of Intent and Debriefs Issued	17 th March 2025	The Authority	Defence Sourcing Portal
Standstill period commences	18 th March 2025	The Authority	Defence Sourcing Portal
Standstill period completed	28 th March 2025	The Authority	Defence Sourcing Portal

Letter of intent to award	31 st March 2025	The Authority	All Tenderers
Contract Commencement	1 st April 2025	Both Parties Required to Sign	N/A
Brigade Major's Review	29 th May 2025	Contractor/MOD	For information only. No Supplier input required.
Major General's Review	31 st May 2025	Contractor/MOD	
Colonel's Review	7 th June 2025	Contractor/MOD	
Kings Birthday Parade	14 th June 2025	Contractor/MOD	

Notes

Bidders Conference

B1. A Bidders / Tenderers Conference is being held on the 31^{st} January 2025, interested parties should reach out to <u>XXXX</u> to confirm their attendance. The intention is to hold this virtually. Please note that only those who have contacted XXXX will receive an invite to participate. It is envisaged that the format will consist of a PowerPoint presentation lasting approximately 60 minutes with a subsequent allowance of 30 minutes for a plenary question and answer session. If required, bilateral sessions will be provided.

Clarification Questions

B2. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and where it refers only to your bid you must state this in writing when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential and relates to the wider tendering process, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

Tender Return

B3. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

Negotiations

B4. Negotiations do not apply to this tender process.

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Section C - Instructions on Preparing Tenders

Construction of Tenders

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm. A price breakdown with the number of commodities in terms of labour and equipment, must be included in the Tender as per the draft pricing schedule – Schedule 3.

C2. You must however add any additional labour and equipment not covered by the template provided.

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

Validity

C4. Your Tender must be valid and open for acceptance for 90 days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

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Section D - Tender Evaluation

Tender Evaluation

D1. Annex A to Section D details how your Tender will be Technically evaluated, the methodology used to evaluate the Tender and the evaluation criteria.

D2. Negotiations do not apply to this tender process.

Evaluation Methodology	Most Economically Advantageous Tender
Contract Award Criteria	As per Annex A

Tender Evaluation

D3. All bids will be subjected to three parts constituting the overall evaluation.

- a) Commercial Evaluation this is a simple check to confirm the Supplier has complied with the instructions in terms of submitting both a priced and unpriced bid. And that they have submitted them into the correct envelopes on the Defence Sourcing Portal. It also includes a check of acceptance of the ITT terms & conditions and that the Tender Certificate has been completed. The Authority reserves the right to exclude any Supplier whose bid does not pass this compliance evaluation from proceeding to the Technical Evaluation. Please note that an unpriced version as well as a priced version of the pricing schedule must be submitted into the correct evaluation envelope as appropriate. The unpriced version of the pricing schedule **must** include the **number of each** commodity being provided – in terms of labour and equipment- but must **not** include the price. The priced version of the pricing schedule **must** include the number of each commodity and the price breakdown of the commodity and the overall price. This part will also check that the compliance questions (i.e. questions 1,17,18,19 & 20) have been answered.
- b) Technical Evaluation this is conducted by evaluating each bidder's response to the award evaluation criteria questions at Annex A. It is conducted against the unpriced version of the bids and scored in accordance with the weightings and scoring matrix included within this ITT document. Each bid will be given a total score and this score as well as any multiple fail scores on high importance questions will determine whether the overall bid is compliant and whether it proceeds to the Financial Evaluation.
- c) Financial Evaluation Only suppliers that have been deemed compliant from the Compliance and Technical evaluations will proceed to the Financial evaluation. The Financial evaluation is conducted against the priced version by the Commercial Branch and is conducted in accordance with the formula provided below to provide a best overall Value for Money index with the best VFM winning the contract.

$$\frac{Non - cost \ score \frac{wQ}{wC}}{cost}$$

Where: WQ = weighting of non-cost criteria (in this case 60)

WC = weighting applied to cost (in this case 40)

- d) **Tie Breaker -** In the event of a tie breaker, the Bidder with the best individual scores against the higher rated questions (weighted 3) will win.
- e) **Weighting –** the bids will be evaluated using the above weighted value for money formula, with the Technical Score being given a 60 percent weighting in favour of Financial (commercial) at 40 percent.

Technical	60%
Commercial	40%
TOTAL	100%

Annex A

Technical Award Evaluation Criteria

Bidders are required to answer the following questions. Answers to each question must be complete and bespoke without reference to other answers or corporate literature and must be no more than 500 words in Arial 11 font.

Please note, The Authority reserves the right to regard any scores of less than 3 for the high importance questions (i.e. those weighted as 3) as being overall non-compliant.

Criteria	Award Evaluation Criteria	SOR	Importance
Number		Reference	Weighting
			(1=LOW, 2=
			MEDIUM, 3= HIGH)
1	If the contract is awarded 1 st April 2025, are you able to deliver against the SOR to meet the first rehearsal 31 st May 2025?		Compliance Question (not scored).
2	Please detail what your event management plan		3
	(EMP) would include, referring to 1 of the		
	SOR to deliver the King's Birthday Parade on 14 th June and the 2 rehearsals, referred to as 'reviews' Major General's Review 31 st May 2025 and the Colonel's Review date 7 th June 2025.		
3	Please give a brief overview of your intended Crowd Management Plan for the King's Birthday Parade on 14 th June.		3
4	Please provide details of your Event Director, clearly stating their experience of such events with reference to how this experience will aid the delivery of The King's Birthday Parade on 14 th June.		3
5	Please detail which sub-contractors you will use and their suitability to deliver this event.		1
6	Please confirm your understanding of the route planned as per the SOR and provide the details of where crowd barriers will be and the strategic		2

	points at which you will have personnel positioned.	
7	Please confirm your security and vetting processes for your own and sub-contractor staff and confirm that they will be applied.	2
8	Please confirm your general understanding of the SOR and your obligations to satisfy it.	2
9	Please detail your First Aid arrangements for your own staff (inc. sub-contractors) and how this would fit into the broader First Aid Plan.	3
10	Please detail your intended communications network and its compatibility with the Metropolitan Police and the Military.	2
11	Please provide details of how you would communicate among your own staff should a crisis arise.	2
12	Please provide details of your ability to adapt to any sudden changes required to the route or security issues.	2
13	Please provide an organisational chart of your proposed management team to be present at rehearsals along with the full workforce laydown for the main event. Please include numbers against purpose/role.	1
14	Please detail how you will liaise and cooperate with key stakeholders such as Westminster City Council, Metropolitan Police, Royal Parks.	3
15	Please demonstrate your prior experience working with BBC Studios and how you will coordinate with them throughout the delivery process.	2
16	Please explain how you will cater for the welfare of your staff.	2
17	Please confirm that you have the adequate cyber security accreditation.	Compliance Question (not scored).

18	Please confirm compliance with Interim Regulation 35 (IR35) for temporary staff, as appropriate.		Compliance Question (not scored).
19	Please confirm that any Personal Data you are provided with will be handled in accordance with the Personal Data Protection Act 2018.		Compliance Question (not scored).
20	Please confirm that data collected in relation to this contract will be hosted, processed, stored, archived, and controlled solely within the United Kingdom.		Compliance Question (not scored).
21	With reference to the unpriced version of the pricing schedule at Schedule 3, please provide the numbers of each commodity in terms of personnel and equipment confirming that you regard these as adequate for the purposes of satisfying the Statement of Requirements. (This information will be part of the Technical evaluation but need to be unpriced in the unpriced version in your bid as it is the unpriced version that will be Technically evaluated).		3
within the	lue osal should set out your Social Value Commitment geographical location(s) that it will be delivered fror n required and grading.	-	-
	2 & 23 are scoped towards the Social Value Policies information on social value are listed below this tab		uired as part of your
22	Please advise how you will deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.		3
23	Please outline how you can/will Influence staff, suppliers, customers, and communities through the delivery of the contract to support environmental protection, improvement, and waste reduction.		3

Further notes on social value are available here;

https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-actinformation-and-resources

And, here

- a) Social Value Model (SVM), Government Commercial Function, Edition 1.1 3 Dec 20 <u>https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/</u> <u>fil e/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf</u>
- b) Guide to Using the Social Value Model, Government Commercial Function, Edition 1.1 3 Dec 20 <u>https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/</u> fil e/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 <u>https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/</u> fil e/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf

Annex A – continued:

Technical Scoring Matrix for Award Evaluation Criteria

The criteria for scoring the Award Evaluation Criteria is as follows:

The pass mark = 3

Crit	Criterion Scores:				
Eac	Each individual criterion will be evaluated against the following scoring mechanism.				
0	0 Not Answered The Tender does not include examples and does not demonstrate how the solution will deliver the stated requirement.				
1	Poor	The Tender provides a limited response. The proposed solution includes limited examples and is dependent on support from the Authority.			
2	Not Acceptable	The solution is unlikely to meet the requirement. The examples and solution provided have some gaps and it is clear that the solution will need support from the Authority.			
3	Acceptable	There is evidence of meeting the criteria. The proposed solution gives a good idea of how the Tenderer will meet the requirement. The examples demonstrate how the Tenderer would manage the requirement. The proposed solution gives confidence that it can be delivered with little support from the Authority.			

4	Good	In addition to the evidence you have the confidence from the Tender that the requirement will be delivered on time, with no support required from the Authority. The examples and proposed solutions meet all of the technical, quality, safety and interoperability requirements in the Statement of Requirement (SOR).
5	Excellent	In addition to the solution and examples, the Tenderer has provided a proposal which exceeds expectations, shows insight into the project and includes examples of how they would manage the requirement. The Authority has confidence of success.

Note, The Authority reserves the right to deem any score of less than 3 to constitute an overall noncompliant bid particularly where it comes to the higher weighted questions. This will not be applied unreasonably.

Note, Each Bidder must answer each question on a new page and each answer must be bespoke to that question and make clear which question it refers to.

Each answer must be devoid of corporate jargon and company flyers and must answer the question in its entirety.

There is no word limit to answers but Bidders are requested that they keep answers as succinct as possible and reasonable in length. Perhaps as a guide answers could be kept to 500 words if possible.

Bidders can submit images to supplement answers but again this should be kept to a reasonable limit. The Authority reserves the right not to take into account what it regards as superfluous information.

DEFFORM 47 (Edn 09/24)

Section E - Instructions on Submitting Tenders

Submission of your Tender

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by **12th February 2025 1000hrs GMT**. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITT **number 713785450**.

E2. Your priced Tender and ITT Documentation must only be submitted to the **commercial envelope** of the DSP ITT. You must ensure that there are no prices present in the **technical** or **qualification** (if applicable) envelopes of the DSP ITT. The Authority has the right to request, at its discretion, that any pricing information found in the technical or qualification (if applicable) envelopes is redacted in accordance with paragraph E3.

E3. The Authority may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the Authority or provide clarification after the Tender return date. For example, this may include, but is not limited to, redacting pricing information in the technical or qualification (if applicable) envelopes, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the DSP on how they can correct such irregularities which must be completed by the deadline set. The Authority will cross reference the amended Tender with the original Tender submitted to the DSP before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the Authority, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Authority, this will result in a noncompliant bid.

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact XXXX if you have a requirement to submit documents above OFFICIAL SENSITIVE

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact XXXX to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

E6. You must ensure that your DEFFORM 47 Annex A is signed, scanned, and uploaded to DSP with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications.

E7. Please note, as per the Technical & Financial Evaluation paragraphs above, the unpriced version of the Pricing Schedule **must** include the number of commodities of labour (in terms of days) and equipment – as is this is part of the technical evaluation as per Award Evaluation Criteria point 22 – but **must** be **devoid of prices**.

Lots

E8. This requirement has not been split into lots.

Variant Bids

E9. The Authority will not accept variant bids.

Samples

E10. Samples are not required.

Innovative bids

E11. Innovative bids are not to be submitted.

Tendering for the Complete Requirement

E12. Tenderers are invited to tender for the complete requirement. Partial bids will be deemed noncompliant.

E13. Tenders must meet the Authority's minimum requirements and operate as a standalone Tender and must not be dependent upon any other Tender or any other factors external to the Tender itself. That is, the Tender must be capable of being accepted by the Authority in its own right.

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Annex B to Section E – Variant Bids

Variant Bids

No Variant Bids will be evaluated.

- 1. Each Tenderer may submit Variant Bids subject to the conditions set out below. **Not Applicable**
- 2. Tender must meet the Authority's minimum requirements, operate as a standalone Tender and not be dependent upon any other Tender or any other factors external to the Tender itself, that is Tender must be capable of being accepted by the Authority in its own right. **Not Applicable**
- 3. Tenderers are permitted to submit [[number] **OR** any number of] Variant Bids (additional to the Reference Bid) to the Authority, subject to the requirements of a Variant Bid. A Reference Bid is a bid that is submitted on the basis of (and complies with) certain prescribed requirements as set out in [insert document title]. A Variant Bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's stated requirements. Note that any Tender made subject to additional or alternative Contract Terms and Conditions alone is not a Variant Bid. A Variant Bid must meet the minimum requirements applicable to a Reference Bid, except for any changes made in respect of the following options (a Tenderer may choose to include any or all of these variant options in a Variant Bid): **Not Applicable.**
- 4. A Variant Bid will only be considered once the Authority has determined that the Tenderer has submitted a compliant Reference Bid. A Variant Bid must not be used for the purposes of imposing the Tenderer's own Terms and Conditions. If a Tenderer is in any doubt about the acceptability of any proposed Variant Bid, it may request clarification from the Authority before formal submission. Not Applicable
- 5. In the event that a Tenderer submits more Variant Bids than stated in paragraph 3, the Authority will issue written correspondence to the Tenderer to request confirmation of which Variant Bid(s) will be eligible to be evaluated and which Variant Bid(s) will be discarded. The Tenderer shall submit a response to this request within 5 working days of issue by the Authority. If no response is received from the Tenderer in the period specified, the Authority reserves the right to discard and not evaluate any of Variant Bids submitted by the Tenderer for this Tender. **Not Applicable**
- 6. Tenderers must:
- a. state which of the variants or which of the combination of the variants above in paragraph 3 applies to the Variant Bid;
- b. provide any information requested regarding the particular type(s) of Variant Bid;
- c. provide a summary of the costing and solution differences; and
- d. detail the benefits to the Authority of those differences against the relevant Reference Bid(s).

Not Applicable

7. Further details on how Variant Bids will be evaluated can be found in Section D (Tender Evaluation). **Not applicable**

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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. Neither does the issue of this ITT or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded. F2. The Authority reserves the right, but is not obliged to:

- a. vary the terms of this ITT in accordance with applicable law;
- b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
- c. visit your site;
- d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITT;
- e. disqualify any Tenderer that is guilty of misrepresentation in relation to their Tender, expression of interest, the dynamic PQQ or the tender process;
- f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34;
- g. withdraw this ITT at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
- h. 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 the Single Source Contract Regulations 2014;
- i. choose not to award any Contract as a result of the current tender process;
- j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F3. The Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C3.

Conforming to the Law

F4. You must comply with all applicable 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 will 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 suspected or actual 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. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

• devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;

enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;

enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;

 \cdot canvass the Authority or any employees or agents of the Authority in relation to this procurement; or

attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have provided advice to the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential Conflict of Interest (COI) exists, arises or may arise or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual, potential or perceived COI. The proposal must be of a standard which, in the Authority's sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details listed at F9 a to g below. Where the Contract is awarded and the COI is still relevant postContract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:

a. the 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 and/or non-disclosure agreements (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no Conflicts of Interest exist between the Tenderer and their advisers, and the Authority and its advisers. Any Tenderer who fails to comply with the requirements described at paragraphs F7 to F10 (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

Government Furnished Assets

F11. 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 the GFA from the named Commercial Officer.

Standstill Period

F12. There will be a standstill period in the projected dates 18th March 2025 -28th March 2025.

Publicity Announcement

F13. If you wish to make an announcement regarding this procurement, you must seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the named Commercial Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.

F14. Under no circumstances should you confirm to any Third Party the Authority's Contract award decision before the Authority's announcement of the award of Contract.

Sensitive Information

F15. 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.

F16. For these purposes, the Authority may share within Government any of the Tenderer's documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any Sensitive Information in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these

terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Sensitive Information in accordance with the provisions of this ITT) 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

F18. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you must attach the relevant information with the tender submission.

F19. Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete the Annex in full and attach relevant information where required.

Specific Conditions of Tendering

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Certificate of Proposal.

Ministry of Defence

Tender Submission Document (Offer) – Ref Number ITT -713785450

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 and ITT Material, 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 Terms & Conditions or any amendments issued by the Authority shall apply.

Applicable Law					
I agree that any Contract resulting	ng from this competition	on shall be subject to En	nglish		
Law				Yes / No)
Total Value of Tender (excluding	ng UK VAT)				
£					
WORDS					
·····					
UK Value Added Tax					
If registered for Value Added Tax					
a. Registration No					
b. Total amount of Value Ad	b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £				
Location of work (town / city)	where Contract will I	be performed by Prime):		
Where items which are subject of	of your Tender are not	supplied or provided by	′ you, s	tate locat	ion in
town / city to be performed colur	nn (continue on anoth	er page if required)			
Tier 1 Sub-Contractor	Town / city to be	Contractor	Estima	ated	SME
Company Name	Performed	Deliverables	Value		Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):Tenderer's Declaration				claration	

Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528.	Yes* / No
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?	Yes*/No
Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions?	Yes* / No
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?	Yes / No
Have you completed and attached a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service, together with a Cyber Implementation Plan as appropriate?	Yes* / No / N/A
Have you completed Form 1686 for Sub-Contracts?	Yes* / No
Have you completed the compliance matrix / matrices?	Yes / No / N/A
Are you a Small Medium Sized Enterprise (SME)?	Yes / No
Have you and your Sub-Contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Sensitive Information form?	Yes* / No
If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly	Yes* / No
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?	Yes / No / Not Required
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?	Yes / No / Not Required
Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITT?	Yes / No
*If selecting Yes to any of the above questions, attach the information detaile DEFFORM 47 Annex A (Offer).	d in Appendix 1 to

Tenderer's Declaration of Compliance with Competition Law

We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been	
fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any	
transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally	
binding. In particular:	
 a. the offered price has not been divulged to any Third Party; 	
b. no arrangement has been made with any Third Party that they should refrain from tendering;	
c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding	
on a future occasion;	
 no discussion with any Third Party has taken place concerning the details of either's proposed price; and 	
e. no arrangement has been made with any Third Party otherwise to limit genuine competition.	
We understand that any instances of illegal cartels or market sharing arrangements, or other anti-	
competitive practices, suspected by the Authority will be referred to the Competition and Markets	
Authority for investigation and may be subject to action under the Competition Act 1998 and the	
Enterprise Act 2002.	
We understand that any misrepresentations may also be the subject of criminal investigation or used	
as the basis for civil action.	
We agree that the Authority may share the Contractor's information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring	
effective cross-Government tender processes, including value for money and related purposes. We	
certify that we have identified any Sensitive Information in the Tenderer's Sensitive Information form	
(DEFFORM 539A).	
Dated this day of	
Signature: In the capacity of	
(Must be scanned original)	(State official position e.g. Director, Manager,
Secretary etc.)	(Otate official position c.g. Director, Manager,
Name: (in BLOCK CAPITALS)	Postal Address:
duly authorised to sign this Tender for and on	
behalf of:	Telephone No:
	Registered Company Number:
(Tenderer's Name)	Dunn And Bradstreet number:

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Appendix 1 to Annex A

Information on Mandatory Declarations

IPR Restrictions

- 1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.
- 2. In particular, you must identify:
 - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, 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 2.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 2.b.
- 3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 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.
- 4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

Notification of Foreign Export Control Restrictions

- 5. 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.
- 6. 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:

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

- a. a non-UK export licence, authorisation or exemption; or
- b. any other related transfer control that restricts or will restrict end use, end user, retransfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 6 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.

- 7. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. 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.
- 8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.
- 9. 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 6.
- 10. 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

11. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.

- 12. For the purpose of this competition, for any deliverables not yet imported into the UK, 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.
- 13. 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 His Majesty's Revenue & Customs (HMRC) authorisations.

Cyber Risk

14. Cyber risk has been considered and a Cyber Security Model resulted in a '**Moderate – Reference RAR-241205A05** outcome

Sub-Contracts Form 1686

15. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. 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. Form 1686 and further guidance can be found in the Cabinet Office's <u>Contractual Process</u>.

Small and Medium Enterprises

- 16. The Authority is committed to supporting the Government's Small and Medium-sized Enterprise (SME)policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of the Authority's spending should be spent with SMEs by 2022; 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.
- 17. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their Sub-Contractors are encouraged to make their own commitment and register with the https://www.smallbusinesscommissioner.gov.uk/ppc/.
- 18. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policies and our SME Action Plan can be found at <u>Gov.UK</u> and the DSP.
- 19. The opportunity also exists for Tenderers to advertise any Sub-Contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: https://www.gov.uk/guidance/subcontract-advertising. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrclSSM-Suppliers@mod.gov.uk.

Transparency, Freedom Information and Environmental Information Regulations

20. The Authority shall publish notification of the Contract and publish Contract documents where required following a request 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.

- 21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's <u>Transparency Principles</u> and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 12.
- 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 2004 ("the EIR").
- 23. You must complete the attached Tenderer's Sensitive Information form (DEFFORM 539A, SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be Sensitive Information (as defined in DEFCON 539). This includes providing a named individual who can 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 (CP&F)</u> electronic procurement tool is a mandatory requirement for any resultant Contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being noncompliant and excluded from the tender process.

Change of Circumstances

26. In accordance with paragraph A31, if your circumstances have changed, please select 'Yes' to the appropriate question on DEFFORM 47 Annex A 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' to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

Defence Safety Authority (DSA) Requirements

28. There are no DSA Requirements.

Bank or Parent Company Guarantee

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

Schedule 1: SOR

STATEMENT OF REQUIREMENT FOR THE EVENT MANAGMENT AND DELIVERY OF CROWD MANAGEMENT AND PUBLIC SAFETY OF THE KING'S BIRTHDAY PARADE 2025, WITH OPTIONS FOR KBP26 and KBP27.

Background: The King's Birthday Parade (KBP) itself will take place on Saturday 14 June 2025; with rehearsals taking place on 31 May 2025 and 7 June 2025. For note, there is a further event, the Brigade Major's Event, which takes place on Thursday 29 May, which typically has no more than 1K people in attendance (no supplier involvement required). These rehearsals (31 May and 7 June) are referred to as the Major General's Review and the Colonel's Review respectively. Whilst the Event Management Plan must cover all three dates, the nature of the rehearsals (apart from public attendance in the stands on Horse Guards) is very different to KBP with no flypast, no Buckingham Palace 'balcony moment', hence no related 'Mall movement' to manage. On that basis, much of this requirement in terms of the provision of personnel or infrastructure, will apply only to KBP on 14 June 2025 as stated by [KBP only] with the exception of stewarding, which is to be provided by the contractor on 31 May 25 and 7 June 2025. The Brigade Major's Event, which takes place on the Thursday before the Major General's Review, has less than 1K people in attendance and as such, does not require an event management plan. In the future, there might be a requirement to make this event larger.

1. The Events Management Contractor (The Contractor) are expected to

• Advise on public safety and crowd management for the delivery of the King's Birthday Parade (KBP) 2025;

• have expert knowledge of how to deliver against the minimum operating standards according to London District (LONDIST)'s key stakeholders, while ensuring public money is allocated with due diligence;

• be responsible for: the overall event management plan; the risk assessment method statement; the event safety plan; the fire safety plan; the crowd management and stewarding plan; site plans; barrier plans; and emergency procedures, including evacuation.

The expected scope of work is outlined as follows:

- a. Produce an Event Management Plan (EMP), to include:
 - 1. Event Overview
 - 2. Stakeholder Management
 - 3. Event Operations
 - 4. Crowd Management
 - 5. Traffic Management
 - 6. Technical Production & Site Infrastructure

- 7. Processional Routes
- 8. Command, Control and Communications (C3)
- 9. Concept of Operations (ConOps)
- 10. Health & Safety
- 11. Medical
- 12. Running orders and event scheduling
- 13. CAD plans

b. Provide project management and documentation for the planning and delivery of in-scope areas as listed above.

c. Provide a robust event management team including, but not limited to, the following roles/responsibilities:

- Event Director (key account manager)
- Event Operations Manager (event delivery)
- Health & Safety Advisor (risk management)
- Crowd Safety Manager (steward coordination)

d. Produce a staffing plan for the event covering both the Contractor and subcontractors, including attendance in control rooms and onsite attendance. This should be a graduated plan, with 31st May and 7th June providing preparation and rehearsal, prior to full delivery on 14 June.

e. Liaise with key stakeholders such as: MOD, LONDIST, Westminster CC, Met Police, The Royal Parks and BBC – collate multi-stakeholder plans.

f. Attend key partner meetings inc. Licencing Operations Safety Planning Group chaired by Westminster CC.

g. Deliver an overarching risk assessment (using MOD-provided template) to include all health and safety requirements, the event safety plan, evacuation plan and contingency planning - to be overseen by a dedicated Safety Advisor.

h. Consolidate a set of CAD drawings for event footprint covering all aspects of overlay infrastructure (i.e. parade seating, media infrastructure).

i. Confirm event footprint, processional routes, ceremonial layouts and [for KBP only] non-ticketed public viewing areas.
j. Manage the provision and distribution of radio comms for use by the Contractor and sub-contractors.

k. Liaise with Metropolitan Police Service (MPS), both on the ground and in the control room, to manage pedestrian crossing points along the route and crowd access to the crossing points. [KBP only]

I. Provide additional toilet facilities within event footprint, but outside the ticketed area, through liaison with The Royal Parks. [KBP only]

m. Provide power provisions as required (generators). [KBP only]

n. Provide stewards to assist in crowd management and to monitor crowd numbers. To include steward provision on 31 May and 7 June 2025. With the expectation that 31 May will require fewer stewards than 7 June.

o. Source and deploy overlay infrastructure such as fencing, tower lighting, site cabins etc., making maximum use of available MOD facilities (e.g. Wellington Barracks where appropriate and reasonable) [KBP only] To include signage at entrances where appropriate, at all events.

p. Provide appropriate staffing for the Control Room and appropriate supporting equipment to supplement the existing MOD event control facilities. This should be graduated, with full functionality for KBP, using 31 May and 7 June in preparation.

q. Source basic catering, refreshment and resting solutions for event staff employed under this contract.

r. Arrange access for sub-contractors (inc. media) to the event footprint. [KBP only]. This is to include the provision of media passes (or wristbands).

s. Secure necessary permissions from Westminster CC and The Royal Parks where these have not already been applied for e.g. CCTV. [KBP only]

t. Provide information regarding access to the local area (businesses and residents) about access and restrictions during the period via Westminster City Council.

u. Support media partners to enable clear broadcast and accredited media coverage of the event on inter/national television, digital and news outlets.

v. Provide First Aid arrangements for all staff under this contract.

w. Provide post-project recommendations for future event planning.

x. Deliver against the stated MOD Social Value Criteria: *Influence staff, suppliers, customers, and communities through the delivery of the contract to support environmental protection and improvement.*

2. The Events Management Contract will not be required to cover the following, which will be provided by MOD delivery team LONDIST, or other stakeholders:

• MOD to provide all health and safety planning and documentation for Horse Guards Parade and the ceremonial route.

• Liaison with The Royal Parks, Westminster CC and Transport for London to secure sanding of roads, temporary removal of street furniture, works to traffic stands and barriers etc.

• Military and crisis communication. Airwave systems to be used by the military and MPS during the event.

- Horse Guard's Parade event footprint and ticketed viewing grandstands.
- Infrastructure required to create a secure route to be managed and installed by MPS.

• Liaison with The Royal Parks and TfL to identify any street furniture removal requirements (to include traffic signals, traffic islands, cycle infrastructure, road signage) and agree a schedule of works as required.

- Power supply for media teams on Horse Guards only.
- PA system for Horse Guards only.
- Crowd control for the Horse Guards Parade to be managed by MOD.
- MOD retain Operational Command of the Control Room.

• All access to the ceremonial route and associated road closures controlled by MPS and MOD.

• MPS and MOD responsible for the central footprint and ceremonial route.

3. The Contractor will be required to produce a Project Plan

The Project Plan may reasonably be expected to cover:

- What services will be delivered.
- How these will be delivered on time.
- How and the frequency in which the Contractor will update MOD on progress with a named point of contact.
- How risks will be identified and managed.

• Key milestones and the criteria to determine whether a milestone has been achieved. For example: whether MOD can derive benefit from the milestone being achieved, spend incurred by the Contractor, whether tangible and reasonable progress towards the final milestone date can be evidenced.

• Reasonable time periods for the Client (MOD/LONDIST) to respond to Contractor requests.

- How the Contractor will work and liaise with the Client.
- How the Contractor will work collaboratively with the venue and other suppliers delivering services.
- The Contractor's procedures and processes for managing any complaints, problems and escalation.

Future years

The scope of the contract includes option years for KBP 26 and 27 and that the Authority will provide a 3month period of notice (by the end of February 26 and end of February 27) in the event that it wishes to take up the Option.

Annexes: A.XXXX B. XXXX

XXXXX

XXXXXX

OFFICIAL-SENSITIVE - COMMERCIAL

Invitation to Tender 713785450

Annex B: Kings Birthday Parade 2025 Key Stakeholder Relationships

XXXXXX

Kings Birthday Parade 2025 - Key Stakeholder contact list

Stakeholder Organisation	Lead Point of Contact	Role	Email	Phone Number
Ministry of Defence	XXXX	Head of Defence Major Events Team	XXXX	
HQ LONDIST	XXXX	Operations lead	XXXXX	
London Ambulance Service	xxxx	Emergency Planning & Resilience Officer	XXXX	
St John's Ambulance	XXXX	Ceremonial Events - District event lead	XXXX	
London Fire Brigade	xxxx	Event Planning Officer	XXXX	
Transport for London (TfL)	XXXX	Surface Events Team	xxxx	
	XXXX			
MET Police		Ceremonial	xxxx	

Schedule 2

Terms & Conditions

This Schedule is in draft form at the moment and is as per CCS Framework RM6124 Communications Marketplace. It will form Schedule 2 of the Contract as the applicable Terms & Conditions and will be completed once the Contract has been awarded.

DPS Schedule 2 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE:	713785450		
THE BUYER:	Ministry of Defence He	ead Office BP3	
BUYER ADDRESS Room 2	2102 Kentigern House, 6	5 Brown St, Glasgow	G2 8EX
THE SUPPLIER:	TBC		
SUPPLIER ADDRESS:	[Insert registere	d address (if registered	1)]
REGISTRATION NUMBER:	[Insert registration num	ber (if registered)]	
DUNS NUMBER:	[Insert if known]		
DPS SUPPLIER REGISTRA	ATION SERVICE ID: [In	sert if known]	

This Order Form, when completed and executed by both Parties, forms an Order Contract. An Order Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE DPS CONTRACT' and up to, but not including, the Signature block

It is essential that if you, as the Buyer, add to or amend any aspect of any Order Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier]

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated [**Insert** date of issue]. It's issued under the DPS Contract with the reference number [**Insert** DPS Contract Reference number] for the provision of [**Insert** name of goods and services].

DPS FILTER CATEGORY(IES): [Insert the relevant Category number or insert 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 includes the Order Terms and Order Special Schedules.
- 2. Joint Schedule 1 (Definitions and Interpretations) 713785450
- 3. DPS Special Terms [**Buyer guidance:** This will incorporate all of the DPS Special Terms into the Order Contract. This will need to be amended to specify which are included if it is anticipated that some will be excluded **Remove** this guidance too.]
- 4. The following Schedules in equal order of preference:
- Joint Schedules for **713785450**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information) as per DEFCON 539 and DEFFORM 539A
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Order Schedules for **713785450**
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - 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 12 (Clustering)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 16 (Benchmarking)
 - Order Schedule 17 (MOD Terms)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Order Specification)
 - Order Schedule 23 (HMRC Terms)
- 5. CCS Core Terms (DPS version) v1.0.3
- 6. Joint Schedule 5 (Corporate Social Responsibility) 713785450
- 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 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:

 [Insert terms to revise or supplement Core Terms, Joint Schedules, Order Schedules; or none]

 [Special Term 1
]

 [Special Term 2.
]

 [Special Term 3.
]

 [None]
]

 ORDER START DATE:
 [Insert Day Month Year]

ORDER EXPIRY DATE: [Insert Day Month Year]

ORDER INITIAL PERIOD: [Insert Years, Months]

DELIVERABLES

[Buyer guidance: complete option A or, if Deliverables are too complex for this form, **use** option B and

Order Schedule 20 instead. **Delete** the option that is not used.] [Option A: [Name of Deliverable][Quantity][Delivery date][Details]] [Option B: 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. **[Buyer guidance:** you can change the cap on liability in Clause 11.2 where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **[Insert** Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

ORDER CHARGES

[Buyer guidance: Use option A or, if charging model is too complex to detail in this form or must be embedded, **use** option B and Order Schedule 5 instead. **Delete** the option that is not used.] [Option A: **Insert** the Charges for the Deliverables]

[Option B: See details in Order Schedule 5 (Pricing Details)]

[**Delete** if not used: All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in DPS Schedule 3 (DPS Pricing)]

[Delete if not otherwise used: 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 because of:

- [Indexation]
- [Specific Change in Law]
- [Benchmarking using Order Schedule 16 (Benchmarking)]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

CP&F

BUYER'S INVOICE ADDRESS:

Via CP&F

IR35

IR35 will apply to this requirement.

OFFSHORING

Offshoring of personal data outside of the United Kingdom is not permitted.

PERSONAL DATA

DEFCON 532B applies.

BUYER'S AUTHORISED REPRESENTATIVE

XXXXX Senior Commercial Officer XXXX Kentigern House, Rm 2102, 65 Brown St, Glasgow, G2 8EX

BUYER'S ENVIRONMENTAL POLICY

[Insert details [Document name] [version] [date] [available online at:] **or insert:** [Appended at Order Schedule X]]

BUYER'S SECURITY POLICY

[Insert details [Document name] [version] [date] [available online at:] **Please note** attached Security Aspects Letter and Personal Data Aspects Letter as per Schedule 6&7 of this document

SUPPLIER'S AUTHORISED REPRESENTATIVE (TBC)

[**Insert** name] [**Insert** role] [**Insert** email address] [**Insert** address]

SUPPLIER'S CONTRACT MANAGER (TBC)

[Insert name] [Insert role] [Insert email address] [Insert address]

PROGRESS REPORT FREQUENCY The Supplier will be expected to:

Meet initially with the MOD lead project manager for a set up meeting and liaise with them and those required by the SOR thereafter.

PROGRESS MEETING FREQUENCY

• As directed by MOD lead project manager.

KEY STAFF (TBC)

[**Insert** name] [**Insert** role] [**Insert** email address]

[Insert address]

KEY SUBCONTRACTOR(S) (TBC)

[Insert name (registered name if registered)]

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

As per DEFFORM 539A to be completed as part of the Tender Response process.

SERVICE CREDITS (TBC)

[Insert Not applicable] [**or insert** Service Credits will accrue in accordance with Order Schedule 14 (Service Levels). The Service Credit Cap is: **[Insert** £value].

The Service Period is [Insert duration: one Month]

A Critical Service Level Failure [Buyer to define]

Not applicable

GUARANTEE Not applicable

Please note, the following DEFCONS are called up in this contract are:

- DEFCON 522 (Edn 11/21) Payment and Recovery of Sums Due
- DEFCON 529 (Edn 9/97) Law (English)
- DEFCON 531 (Edn 9/21) Disclosure of Information
- DEFCON 532b (Edn 12/22) Protection of Personal Data
- DEFCON 539 (Edn 01/22) Transparency
- DEFCON 550 (Edn 02/14) Child Labour and Employment Law
- DEFCON 612 (Edn 6/21) Loss of and Damage to Articles

- DEFCON 621b (Edn 10/04) Transport
- DEFCON 624 (Edn 08/22) Use of Asbestos
- DEFCON 625 (Edn 06/21) Cooperation on Expiry of Contract
- DEFCON 642 (Edn 07/21) Progress Meetings
- DEFCON 660 (Edn 12/15) Official Sensitive Security Requirements

Please note also that the following DEFFORMS apply:

- DEFFORM 532
- DEFORM 539A
- DEFFORM 711

DEFFORM 711 Explanatory Notes

Completion of MOD DEFFORM 711 is required as a condition of tendering in accordance with DEFFORM 47 and DEFFORM 47ST Annex A. Nil returns must be provided where appropriate.

The returned DEFFORM 711 must be appended to any resulting Contract so that a clear picture of any IPR restrictions is recorded at the outset of the Contract.

The DEFFORM 711 must be kept up-to-date throughout the Contract period using the relevant Contract amendment process, and changes proposed by the Contractor shall be made only with explicit agreement from the Senior Commercial Officer except where permitted (See Part B Notes). This is to ensure that any changes made after Contract signature which may affect the overall Contract value for money are duly considered and accounted for.

Purpose

Part A of this DEFFORM should identify where there may be restrictions on the Authority's ability to use or disclose information and associated Intellectual Property Rights (IPR). The Contractor must list any Articles and technologies that are proposed to be incorporated either as standalone Articles or as part of a wider Contract deliverable to be acquired by the Authority, where potential Contractors / agents of the Authority have invested their own finance to develop them and where this may give rise to such restrictions. This part of the form shall also serve to notify the Authority of any third-party interests such as copyright, design rights, patents, or trade marks which may restrict the Authority's expected IPR freedoms.

Part B of this DEFFORM is to provide the Authority with a hierarchical product breakdown to give context to any restrictions recorded within Part A and to show where proprietary Articles are to be included as, or within, Contract deliverables. It should also identify any Contractor deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.

PART A

If any information / technical data that is deliverable or delivered under the relevant Contract is, or may be, be subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist. For example, any of the following must be disclosed:

a. any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, 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 the Contractor or a third party;

b. any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contractor deliverables;

c. the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and/or;

d. any action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1. Enter the associated Invitation to Tender (ITT) or Contract number as appropriate.

Block 2. No action – This sequential numbering is to assist isolation and discussion of any line item.

Block 3. Identify a unique reference number for the information / technical data (i.e. a Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.

Block 4. Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a subsystem the parent system should not be used to identify the restriction boundary). **Any entry without a unique identifier shall be treated as a nil entry.**

NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.

Block 5. This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.

Block 6. Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.

PART B

Where hardware or software is proposed to be designed or developed under the Contract or delivered as part of the Contract deliverables, then the Contractor must include a planned System / Product Breakdown Structure (PBS). This shall include hardware and software to be designed or developed as part of support, upgrade and / or maintenance work. The PBS should ideally be in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles. An example structure is provided below.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

If neither hardware nor software is proposed to be delivered as part of the Contract, this Part B should be marked "NIL RETURN".

1. Form Population – Part B

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

a. (PVF) - Private Venture Funded - where the Article existed prior to the proposed Contract and its design was created through funding otherwise than from His Majesty's Government (HMG).

b. (PAF) - Previous Authority Funded (inc. HMG Funded) - where the Article existed prior to the proposed Contract and its design was created through Previous Authority Funding.

c. (CAF) - Contract Authority Funded (inc. HMG Funded) - where the Article did not exist prior to the Contract and its design will be created through Contract Authority Funding under the Contract.

d. (DNM) Design Not Mature - where the Article / design configuration is not yet fixed. In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

e. (FEX) Foreign Export Controlled.

Notes:

1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority's Senior Commercial Officer, and by following the amendment process set out in the Contract.

2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.

3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.

4. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

Example PBS

A theoretical pictorial example is given below but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.



The diagram above indicates a highly simplified and hypothetical Contract scenario dealing with the procurement of a new air asset.

i. The proposed new aircraft would be considered Contract Authority Funded (CAF) at its top level.

ii. Items denoted as Private Venture Funded (PVF) would generally indicate that it and all of its sub-components have been funded by sources other than HMG. In this instance there is no need to proceed down the product breakdown structure any further (see 1.4), except unusually where a generally PVF regarded item has incorporated a Previous Authority Funded (PAF) item (see 2.21).

iii. The proposed design is making use of a PAF engine. iv. This engine has Foreign

Export Control (FEX) applying to items within it.

v. The Defensive Aids System at 2.1 is covered as part of the Contract but the exact configuration and design has not yet been fixed "Design Not Mature" (DNM).

vi. It is not feasible for a parent PVF system to make use of a CAF item; the parent system configuration would not have existed prior to the Contract.

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) – As Per award evaluation criteria against which the Tender has been assessed and against the appropriate KPI's.

For and on behalf of the Supplier:		For and on be	ehalf of the Buyer:
Signature:		Signature:	
Name:		Name:	

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Role:	Role:	
Date:	Date:	

[Buyer guidance: execution by seal / deed where required by the Buyer].

Pricing Schedule – Schedule 3

Pricing Schedule for Services for Contract No: 713785450

For THE KING'S BIRTHDAY PARADE 2025 - CROWD CONTROL AND STEWARDING FOR THE KING'S BIRTHDAY PARADE 14 JUNE 2025

Note: Please provide your total firm price Ex VAT with a **Breakdown** of labour costs and equipment costs (broken down further in table 2). The labour costs must be all inclusive and be no more than the Bidder's RM6124 framework costs.

Table 1 – Overview of cost and total firm price

Nature of Cost (Labour / Equipment)	Number being Provided (with breakdown in table 2)	Price in GBP
1. Labour		
2. Equipment		
3. Other		
Sub Total		
Grand Total		

Table 2 – Detailed breakdown of overall cost and total firm price

Note – Please provide as a minimum the following breakdown of your overall cost and total firm price, adding any further breakdown as appropriate and confirm that the daily rates in question do not exceed those appropriate for the CCS Framework (RM6124 – Communications Marketplace).

Item	Description	Breakdown of number of days for each labour cost / Breakdown of amount of each pc of equipment of facility being provided.	Unit (£)	Total Price (£)	Notes / Comments
1	Crowd Management & Stewarding				
2	Stewarding crew welfare				
3	Asset Protection & site security				
4	Provision of Crowd Management Plan onboarding security and stewards, steward briefings and documentation				
5	Technical Infrastructure including barriers, trackway, plant, production infrastructure & VMS				
6	Power and Miscellaneous furniture				
7	CCTV, Communication and Networking to include34 CCTV cameras and supporting infrastructure and license.				
8	Audio and PA System & associated infrastructure				

9	Production Crew - labour		
10	Health & Safety Assurance		
11	First Aid provision & supporting infrastructure		
12	Travel, Subsistence& Accommodation		
13	Toilets, Cleansing and water		
Grand Total			

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: XXXX Email: XXXX

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name: XXXX Email: XXXX

3. Packaging Design Authority Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)

4. (a) Supply / Support Management Branch or Order Manager: Branch/Name:

U.I.N. D0905F

5. Drawings/Specifications are included where applicable.

6. Intentionally Blank

7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

- 8. AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <u>http://dstan.uwh.diif.r.mil.uk/</u> [intranet] or <u>https://www.dstan.mod.uk/</u> [extranet, registration needed].
- 9. Consignment Instructions The items are to be consigned as follows:

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. <u>DSCOM</u>, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH <u>Air Freight Centre</u> IMPORTS ((030 679 81113 / 81114 Fax 0117 913 8943 EXPORTS ((030 679 81113 / 81114 Fax 0117 913 8943 Surface Freight Centre

 IMPORTS ((030 679 81129 / 81133 / 81138)
 Fax 0117 913 8946

 EXPORTS ((030 679 81129 / 81133 / 81138)
 Fax 0117 913 8946

B.<u>JSCS</u>

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837 <u>www.freightcollection.com</u>

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL ((0151-242-2000 Fax: 0151-242-2809

Website is: https://www.gov.uk/government/organisations/ministryofdefence/about/procurement#invoice-processing

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower

Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

* NOTE

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

https://www.kid.mod.uk/maincontent/business/commercial/index.htm

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Schedule 5

DEFFORM 539

Contractor's Commercial Sensitive Information Form (i.a.w. condition 12)

Contract No: 713785450

Contract No: 713785450

Description of Contractor's Sensitive Information:

Cross Reference(s) to location of Sensitive Information:

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:

Schedule 6 & 7

Security Aspects Letter & Personal Data Aspects Letter

The two attachments named PDAL & SAL will need to be noted and confirmed at your soonest convenience.

PERSONAL DATA ASPECTS LETTER FOR CONTRACTS INVOLVING THE HANDLING OF OFFICIAL-SENSITIVE PERSONAL DATA

For the personal attention of:

(Name of company Data Controller)

TENDER / CONTRACT NO AND SUBJECT (to be inserted by the Contracts staff)

- 1. On behalf of the Secretary of State for Defence, I hereby give you notice that the Privacy Impact Assessment conducted has identified that this contract involves the requirement to handle UK MOD personal data. This data is subject to the provisions of the Data Protection Act 2018,¹ the Data Handling Review,² and the GovS 007 Security.³ Your attention is also drawn to the specific aspects of personal data handling set out in Industry Security Notices which must be fully implemented.
- 2. Will you please confirm that:
 - **a.** This definition of the personal data aspects of the above contract has been brought to the attention of the person directly responsible for the protection of data in this contract.
 - 2 **b.** The definition is fully understood.
 - 1 **c.** Measures can, and will, be taken to protect the personal data.
 - 2 **d.** Any problems in meeting these requirements will be notified to MOD

immediately. Yours faithfully

Copy to:

¹ https://www.gov.uk/data-protection

² https://www.gov.uk/government/publications/data-handling-procedures-in-government

CIO-Advisor

3 Date of Issue: DD/MM/YYYY For the attention of:

(Name of company's approved recipient including full address)

ITT/CONTRACT NUMBER & TITLE: THE KING'S BIRTHDAY PARADE 2025 - CROWD CONTROL AND STEWARDING FOR THE KING'S BIRTHDAY PARADE 14 JUNE 2025

INSERT

FULL ADDRESS OF CONTRACTING AUTHORITY HERE

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced ITT that constitute classified material.

2. Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
Existence of project	OFFICIAL
Business card level details (e.g. names, roles, business email, etc)	OFFICIAL
Project plans, progress reports, agendas, minutes of meetings, general client correspondence, etc that are part of the contracted project documentation.	OFFICIAL
Detailed project construction details, specifications and plans.	Up to OFFICIAL SENSITIVE
Any site plans, including but not limited to, site services infrastructure, fire alarms, tannoy, CCTV.	Up to OFFICIAL SENSITIVE
Drawings and photographs, fences, emergency generators, tunnels, ammunition facilities, M&E/B&CE Services, etc which cannot be visually obtained from uncontrolled areas.	Up to OFFICIAL SENSITIVE

Post-project recommendations.	Up to OFFICIAL SENSITIVE
Risk assessments inc. H&S requirements	Up to OFFICIAL SENSITIVE
All personal data is to be handled in accordance with GDPR and DPA 2018. Any personal information obtained must be used only for the planning and execution of this event and is to comply with legislation. A Privacy Notice will need to be produced.	Up to OFFICIAL SENSITIVE
All records created will be subject to legislation including Public Records Act 1958, Freedom of Information Act 2000 and Data Protection Act 2018.	Up to OFFICIAL SENSITIVE

- 3. Your attention is drawn to the provisions of the Official Secrets Act 1989 and the National Security Act 2023. In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this ITT have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply should the ITT be unsuccessful.
- 4. Will you please confirm that:
- a. This definition of the classified aspects of the referenced Invitation to Tender has been brought to the attention of the person directly responsible for security of classified material.
- b. The definition is fully understood.
- c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]
- d. All employees of the company who will have access to classified information have either signed an OSA/NSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA/NSA apply to all classified information and assets associated with this ITT.

5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6. Classified Information associated with this ITT must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

7.Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully

Copy via email to: <u>ISAC-Group (MULTIUSER)</u> <u>COO-DSR-IIPCSy (MULTIUSER)</u> <u>UKStratComDD-CyDR-CySAAS-021</u>

Personal Data Particulars

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

	T
	The Data Controller is the Secretary of State for Defence (the Authority).
	The Personal Data will be provided by:
Data Controller	[insert the delivery team name (or equivalent source), address and contact details]
	DCET - MOD, Whitehall, LONDON SW1A 2HB
	LONDIST - Horse Guards, Whitehall, LONDON, SW1A 2AX
	The Data Processor is the Contractor.
	The Personal Data will be processed at:
Data Processor	[insert address(es) and contact details]
	<i>Within the UK, address(es) to be confirmed when contract is awarded.</i>
	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:
Data Subjects	[Examples include staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]
	Staff (including volunteers, agents, and temporary workers), suppliers, Military personnel, Civil Service personnel and representatives of partner agencies.
	The Personal Data to be processed under the Contract concern the following categories of data: [please specify]
	[Examples include name, address, telephone number, medical records etc]
Categories of Data	Name, business address, business telephone number, business email address. Contractor will only be required to store business card level personal data, they will not have access to personal data beyond this.
Special Categories of data (if	The Personal Data to be processed under the Contract concern the following Special Categories of data: [please specify]
appropriate)	[A Special Category of Personal Data is anything that reveals racial or ethnic origin, political opinions, religious or philosophical

	beliefs, trade union membership, sex life or sexual orientation or genetic or biometric data]
	None
	The processing activities to be performed under the contract are as follows: [please specify]
	[This should be a high-level, short description of what processing will be taking place and its overall outcome i.e. its subject matter]
Subject matter of the processing	Business card level personal data relating to the groups listed above may be collected, recorded, stored by the Contractor for the purposes of organising meetings, agreeing Standard Operating Procedures, conducting day to day business as per the Statement of Requirement. Business card level data for key Points of Contact within partner agencies will be included in the Statement of Requirement (SOR).
	The Personal Data to be processed under the Contract will be processed as follows: [please specify]
Nature and the	[The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means or not) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]
purposes of the Processing	Data held by LONDIST and DMET will be held on a Sharepoint site with restricted access and in emails held on and sent via MOD Outlook accounts only.
	Contractor may store business card level data on their own systems, either electronically or in hard copy for the purposes of organising meetings, agreeing Standard Operating Procedures and conducting day to day business as per the Statement of Requirement. Data is to be held until completion of the post-event debrief then destroyed. It is only to be shared with suppliers and partner agencies as required.
	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: [please specify]
Technical and organisational measures	[Provide an overview of the measures described in the System Requirements, Statement of Work and/or the controls required in accordance with the Cyber Risk Profile relevant to the Contract, as detailed in Annex A to <u>Def Stan 05-138</u> . Examples include anonymisation, authorised access, data processed on closed/restricted systems]

	As only business card level personal data will be available to the Contractor there is no requirement to anonymise or hold the information on a closed system as this information is already in the public domain. However, any personal data held by the Contractor in the form of an email, must be held within a password-protected business email account, not in the personal email account of any Contractor personnel.
	The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): [please specify]
Instructions for disposal of Personal Data	[Describe how long the data will be retained and how it will be returned or destroyed]
	Data is to be held until completion of the post-event debrief then destroyed by the most suitable means, depending on whether it is held electronically or in hard copy.
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: [please specify if applicable]
	Not applicable.

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

General Conditions

Third Party IPR Authorisation AUTHORISATIONBY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorized and the specific intellectual property involved.

END OF DOCUMENT