



Ministry
of Defence



<Redacted>



Address

FAO:

21-Oct-21

Our Reference: DGM/1935

Dear Sir/Madam

Invitation To Tender (ITT) Reference No. DGM/1935

1. You are invited to tender for DGM/1935 – The provision of Cartridge Electrically Operated Fire Extinguishers (CEOFE) and Miscellaneous Safety and Cable Cutting Cartridges in competition in accordance with the attached documentation.
2. The requirement is for the role of distributor for the Supply of Cartridge Electrically Operated Fire Extinguishers (CEOFEs).
3. The anticipated date for the contract award decision is 30/11/2021, please note that this is an indicative date and may change.
4. You must submit your Tender to arrive no later than <Redacted>
5. Please confirm receipt of this tender to <Redacted>

Yours faithfully,

<Redacted>

List of Suppliers Invited to Submit a Tender for ITT No. DGM/1935

Supplier Name	Supplier Address and Phone No	Supplier Point of Contact
<Redacted>	<Redacted>	<Redacted>
<Redacted>	<Redacted>	<Redacted>

**Invitation To Tender
for**

**DGM/1935 – The Provision of Cartridge Electrically Operated Fire
Extinguishers and Miscellaneous Safety and Cable Cutting Cartridges**

Contents

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Tender The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:

- Section A – Introduction Page 6
 - DEFFORM 47 Definitions
 - Purpose
 - ITT Documentation and ITT Material
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 - Material Change of Control from Supplier Selection
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 - Consultation with Credit Reference Agencies
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 - Sensitive Information
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 - Specific Conditions of Tendering
- DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1
 - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declaration Returns
- Appendix 2 to DEFFORM 47 – Evaluation Criteria
- Appendix 3 to DEFFORM 47 – Cyber Implementation Plan

The following documents form part of the draft Terms and Conditions to Contract:

- Draft Terms & Conditions
- Schedule 1 - Definitions of the Contract
- Schedule 2 - Schedule of Requirement for Contract No: DGM/1935

- Annex A to Schedule 2 - Statement of Requirement for Contract No: DGM/1935
- Schedule 3 - Contract Data Sheet for Contract No: DGM/1935
- Annex A to Schedule 3 - **DEFFORM 111** Addresses and Other Information
- Schedule 4 - Contract Change Process Procedure (i.a.w. clause 6.b) for Contract No: DGM/1935
- Schedule 5 - **DEFFORM 539A**: Contractor's Commercially Sensitive Information Form (i.a.w condition 13) for Contract No: DGM/1935
- Schedule 6 - **DEFFORM 68**: Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract Data Requirements for Contract No: DGM/1935
- Schedule 7 - **DEFFORM 691A**: Timber and Wood Derived Products Supplied under the Contract Data Requirements for Contract No: DGM/1935
- Schedule 8 - Acceptance Procedure (i.a.w condition 29) for Contract No: DGM/1935
- Schedule 9 - **DEFFORM 315** (Edn.02/98) - Contract Data Requirements
- Schedule 10 - **DEFFORM 532** (Edn. 05/18) - Personal Data Particulars
- Schedule 11 - Security Aspects Letter for Contract No: DGM/1935
- Annex A to Schedule 11 (attached separately)
- Schedule 12 - **DEFFORM 528** (Edn.12/17) - Import and Export Controls (attached separately)
- Schedule 13 – Delivery Schedule
- Schedule 14 – Key Performance Indicators and Performance Indicators
- Schedule 15 – Government Furnished Assets
- Schedule 16 – Banded Quantities

Section A – Introduction

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. “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.

A10. “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.

A11. “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.

A12. “Schedule of Requirements” (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.

A13. The “Statement of Requirement” (Annex A to Schedule 2) means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

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A14. 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.

A15. 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.

A16. A "Tender" is the offer that you are making to the Authority.

A17. "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.

A18. 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.

A19. A "Virtual Tender Board" means the electronic platform to which Tenders are submitted to the Authority. Tenderers are provided log in details within one week of this ITT.

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. administrative 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 was advertised by the Authority on the Official Journal of the European Union submitted on 29/07/2020 under the following reference number: 2020/S 148-364212.

A23. This ITT is subject to Defence and Security Public Contracts Regulations 2011.

A24. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage under the Restricted procedure.

A25. Potential Tenderers can be found on the Contract Bidders Notice as advertised on Defence Contracts Online.

A26. Funding has been approved for this requirement.

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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

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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:

- a. 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 Sub-Contracting 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
 - iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

A32. 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.

A33. 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.

A34. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of its responses to the PQQ if:

- a. it fails to re-submit to the Authority the updated relevant section of its PQQ response providing details of such change in accordance with paragraph A33 as soon as is

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- b. reasonably practicable and in any event no later than 10 business days following request from the Authority; or
- c. 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 pre-qualified.

Contract Terms & Conditions

A35. 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.

A36. Standardised Contract 2 (SC2) conditions are attached.

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. The Armed Forces Covenant 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.

<Redacted>

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.

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Section B – Key Tendering Activities

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

Stage	Date and Time	Initiated By	Submit to:
Final date for Clarification Questions / Requests for additional information	<Redacted>	<Redacted>	<Redacted>
Final Date for Requests for Extension to return date ¹	<Redacted>	<Redacted>	<Redacted>
The Authority issues Final Clarification Answers	<Redacted>	<Redacted>	<Redacted>
Tender Return	<Redacted>	<Redacted>	<Redacted>
Tender Evaluation	<Redacted>	<Redacted>	<Redacted>
Contract Award	<Redacted>	<Redacted>	<Redacted>

Notes

B1. A Tenderers Conference is not being held.

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 not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, 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.

B4. Negotiations do not apply to this tender process.

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 Priced as Indicated in the Terms and Conditions. A price breakdown must be included in the Tender.

C2. To assist the Authority's evaluation, you must set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

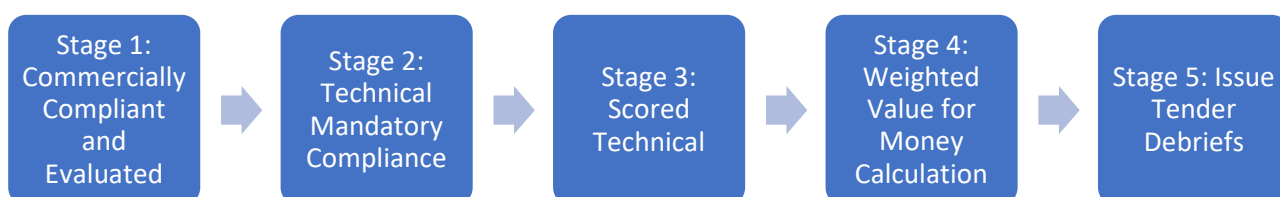
C3. Your Tender must be valid and open for acceptance for 120 Calendar Days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings 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 conclude

Section D – Tender Evaluation

D1. This section details how your Tender will be evaluated.

D2. The Tender process is as follows in Figure 1. Stage 1, evaluates the commercial compliance, as indicated in Appendix 2 to DEFFORM 47, the Tender must be compliant with all the Mandatory criteria outlined at Appendix 2 to DEFFORM 47 to proceed to Stage 2. Any Tenderers to mark 'Non-compliant' shall obtain a 'FAIL' and shall be excluded from the competition. At Stage 2, the Tender must be compliant with all the Mandatory PASS/FAIL questions, as indicated in Appendix 2 to DEFFORM 47. Any Tenderers to obtain a 'FAIL' in any of the mandatory criteria shall be deemed non-compliant and excluded from the competition. For the avoidance of doubt, those Tenderers who pass Commercial and Technical compliance sections shall be evaluated under the Technical Scoring Criteria (Stage 3) in Appendix 2 to DEFFORM 47. At Stage 3, the Tender response is marked in accordance with the marking criteria in Appendix 2 to DEFFORM 47. At Stage 4, the Tenderer's marks are transformed into the Value for Money calculation at Paragraph D3. The Tenderer's marks from the Value for Money will be ranked and Tender Debriefs shall be issued to the successful and unsuccessful Tenderers at Stage 5.

Figure 1 – Tendering Process



D3. The Tender Evaluation shall be carried out in accordance with the “Most Economically Advantageous Tender (MEAT)” Weighted Value for Money Index method. The Contract shall be awarded to the Tenderer with the highest Value for Money Index score.

D4. The Tenderer should score at least a 3 or above in any of the criteria listed at Appendix 2 to DEFFORM 47 to be deemed compliant. This means the Authority reserves the right to deem any tender scoring less than this score as non-compliant. The outcome of non-compliant means the Tender shall be excluded from the competition.

D5. The Overall Tender Score shall be calculated as follows, using the Weighted Value for Money Index:

$$\frac{\text{Non-cost score}^{wQ/wC}}{\text{price}}$$

Where:

wQ = weighting of non-cost criteria (40%)

wC = weighting applied to cost (60%)

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D6. A worked example can be found at Table 1:

Table 1: Overall Tender Score Worked Example

Tender	Non-cost score	Non-cost score ^{wQ/wC}	Price (£m)	Weighted Value for Money Index	Rank
A	25	$25^{40/60}=8.55$ (3 sf)	9.1	0.94 (3 sf)	2
B	15	$15^{40/60}=6.08$ (3 sf)	11.2	0.54 (3 sf)	4
C	18	$18^{40/60}=6.87$ (3 sf)	8.3	0.83 (3 sf)	3
D	20	$20^{40/60}=7.37$ (3 sf)	7.5	0.98 (3 sf)	1

Note: 9.1 = £9,100,000, for the purposes of the example, the figures have been rounded to 3 significant figures (sf).

D7. The total available marks for technical is 35. This example demonstrates that Tenderer D produced the highest Weighted Value for Money index, providing more quality/non-cost score and is therefore the winning tenderer.

Final Selection and Contract Award

D8. Once the Tender Evaluation has been completed, the Authority shall issue Supplier debriefs to Successful and Unsuccessful Tenderers and a 10-day standstill shall be enforced.

D9. When the standstill period has elapsed, the Authority shall award the final Contract to the Successful Tenderer.

D10. To reiterate the above, an outcome of 'FAIL' on any mandatory Commercial (Part 1) or Technical (Part 2) criteria will result in the tender being deemed non-compliant and will therefore be automatically excluded from the competition.

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Section E – Instructions on Submitting Tenders

Submission of your Tender

E1. Your Tender must be submitted electronically via the Defence Sourcing Portal (DSP) 12:00pm 1st October 2021. 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. DVD) are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITT – DGM/1935. You must provide one priced copy of your Tender and one unpriced copy. You should ensure that there are no prices present in your unpriced copy.

E2. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to the DSP with your Tender as a PDF (must be scanned original). The remainder of your Tender must be compatible with MSWord and other MSOffice applications.

E3. If you have any difficulty accessing the DSP service or if you have any questions with regards to the tendering exercise itself, please contact Tom Baker, tom.baker109@mod.gov.uk

Lots

E4. This requirement has not been split into lots.

Variant Bids

E5. The Authority will not accept variant bids.

Samples

E6. Samples are not required.

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 its 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 entered into when the Authority sends written notification of its entry into the Contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C3.

Conforming to the Law

F4. You must comply with all applicable EU and UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender 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.

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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:

<Redacted>

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;
- 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 advised 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 or arises at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual or potential 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 in F9 a to g below. Where the Contract is awarded and the COI is still relevant post-Contract 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.

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F10. Tenderers are ultimately responsible for ensuring that no COI exist between the Tenderer and its advisers, and the Authority and its advisers. Any Tenderer who fails to comply with this requirement (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. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award a Contract to the successful Tenderer before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158s are sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

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 Tenderers 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 material in the DEFFORM 539A (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 Commercially 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

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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.

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

F20. The Authority requires option prices for FY23/24 and FY24/25 for the supply of articles stipulated in Annex A to Schedule 2 (Statement of Requirement). You must provide prices against the options. The option prices must be firm prices not subject to variation.

F21. If your Tender is successful you will be expected to supply / provide that option requirement(s) in contract condition 47 b. Options. The Authority will not waive any rights under the said contract condition.

F22. The Authority reserves the right to seek competitive Tenders for the option requirement(s) detailed in contract condition 47 b. Options and Schedule 2 – Schedule of Requirements.

F23. The Authority may exercise any of the options in Schedule 2 in the stated quantities varied within a range of + / - 25% (25 per cent), as well as in the stated quantities and the option prices shall apply equally to the quantities so varied.

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DEFFORM 47 Annex A
Edn 07/18

Ministry of Defence

Tender Ref No.DGM/1935.....

Tender Submission Document (Offer)

To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called "the Authority")

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

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
£ WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert: a. Registration No b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528			Yes* / No	

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Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?	Yes* / No
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?	Yes / No
Have you completed Form 1686 for sub-contracts?	Yes / No

Have you completed the compliance matrix/ matrices?	Yes / No / Not Required
Are you a Small Medium Sized Enterprise (SME)?	Yes / No
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council.	Yes* / No
Have you attached The Bank / Parent Company Guarantee?	Yes* / No / Not Required
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	

<p>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:</p> <ul style="list-style-type: none"> a. the offered price has not been divulged to any Third Party, b. no arrangement has been made with any Third Party that they should refrain from tendering, c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and e. no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>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.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.</p>

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Dated this..... day of Year	
Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number: Dunn And Bradstreet number:

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Information on Mandatory Declarations

IPR Restrictions

1. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by private venture, foreign investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding).
2. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 3 below, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclose the Contractor Deliverable, including export restrictions. In particular, you must identify:
 - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
 - b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables;
 - c. the nature of any allegation referred to under sub-paragraph 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, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
4. If you have previously provided information under paragraphs 2 and 3 you can provide details of the previous notification, updated as necessary to confirm their validity.

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
6. will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

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

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

6. 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.
7. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.
8. 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.
9. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the Contract.

Import Duty

10. European Union (EU) legislation permits the use of various procedures to suspend customs duties.
11. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and/or suspended.
12. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty's Revenue & Customs (HMRC) authorisations.

Cyber Risk

13. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of 'Low'. The Risk Assessment Reference is RAR-SBRJ4432. Tenderers are required to complete the Suppliers Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Security Implementation Plan as appropriate.

Sub-Contracts Form 1686

14. 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. You can find further information in the Cabinet Office - Contractual Process.

Small and Medium Enterprises

15. The Authority is committed to supporting the Government's Small and Medium-sized Enterprise (SME) initiative; its ambitious target is that every £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of the Authority's spending with SMEs and through the supply chain. SMEs are defined in the EU recommendation 2003/361.
16. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their Sub-Contractors are encouraged to make their own commitment and register with the Prompt Payment Code.
17. 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 Gov.UK and the DCO.
18. The opportunity also exists for Tenderers to advertise any Sub-Contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

<Redacted>

Transparency, Freedom of Information and Environmental Information Regulations

19. 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.
20. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Prime Minister's letter of May 2010 (Government Transparency and Accountability) and in accordance with the provisions of SC2 Conditions of Contract Clause 13.

21. 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").
22. You must complete the attached Tenderer's Commercially Sensitive Information Form (SC2 Schedule 5) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.
23. 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

24. Tenderers must note that use of the Contracting, Purchasing and Finance (CP&F) electronic procurement tool is a mandatory requirement for any resultant Contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

Change of Circumstances

25. 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

26. 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

27. Tenderers are required to comply with any applicable DSA military regulatory policy and regulation. Tenderers who wish to propose an alternative acceptable means of compliance must obtain agreement in principle from the relevant defence regulator (through the Project Team) in advance of submitting their Tender. Acceptable Means of Compliance (AMC) are strongly recommended practices and a justification will be required if they are not followed. Tenderers must consult the relevant defence regulator where there is more than one AMC. You must confirm how you intend to comply with the regulatory articles, and the date you consulted with the relevant defence regulator.

Bank or Parent Company Guarantee

28. You will be informed whether you are required to provide a Bank or Parent Company Guarantee. In the event that you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or

Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.

DGM/1935 – Evaluation Criteria**Commercial Evaluation (Stage 1)**

1. The Commercial Evaluation is the first stage of the evaluation, where Tenders will be assessed for Commercial Compliance as per the Criteria in Table 1 below. The Commercial Assessment will be carried out independently by the Commercial Team and will not include any of the Technical Assessors.

2. Only Tenders that are deemed Commercially compliant will be assessed at Stage 2. Tenderers shall indicate either Full or Non-Compliance. Where Non-Compliant, the Tenderer shall be marked as 'FAIL'. Any Tenderers to obtain a 'FAIL' in any of the mandatory criteria shall be excluded from the competition.

In accordance with Section D – Tender Evaluation, the Tenderer is required to complete the table below:

Table 1: Commercial Compliance (Stage 1)

Draft Contract Terms and Conditions	Full Compliance (FC), or Non-Compliance (NC)	For any Non-Compliances, please state the reason why the offered response is not fully compliant.
General Conditions		
Supply of Contractor Deliverables		
Licences and Intellectual Property		
Pricing and Payment		
Termination		
Additional Conditions		
Special Conditions that apply to this Contract		
Draft Schedules	Full Compliance (FC) or Non-Compliance (NC)	For any Non-Compliances, please state the reason why the offered response is not fully compliant.
Statement of Requirement (Schedule 2 to Annex A of the Draft Terms and Conditions)		
Schedule 3 – Contract Data Sheet		
Annex A to Schedule 3 – DEFFORM 111		
Schedule 4 – Contract Change Control Procedure		
Schedule 8 – Acceptance Procedure		
Schedule 9 – DEFFORM 315 (Edn. 02/98) – Contract Data Requirements		

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Schedule 11 – Security Aspects Letter		
Annex A to Schedule 11		
Schedule 14 – Key Performance Indicators and Performance Indicators		
Schedule 15 – Government Furnished Assets		
Documents to be completed and returned		
Completion of DEFFORM 47 Annex A Tender Submission Document (Offer)		
Fully populated Schedule 2 to the Draft Terms and Conditions		
Completion of Schedule 5 – Contractor’s Commercially Sensitive Information Form		
Completion of Schedule 6 – Hazardous Contractor Deliverables, Materials or Substances supplied under the Contract		
Completion of Schedule 7 – Timber and Wood-Derived Products Supplied under the Contract		
Completion of Schedule 10 – DEFFORM 532 (Edn. 05/18) – Personal Data Particulars		
Completion of Schedule 12 – DEFFORM 528 – Import and Export Controls		
Completion of Schedule 13 – Delivery Schedule		
Completion of Schedule 16 – Banded Qtys; to indicate price breaks, and prices.		
<p>Tenderers must complete a Supplier Assurance Questionnaire against the risk assessment reference number: <Redacted></p> <p>If the Tenderer does not meet the required cyber compliance, they must submit a Cyber Implementation Plan (Appendix 3) for the Authority to assess to determine whether the risk is manageable. If the risk is not manageable, the Tenderer will be deemed commercially non-compliant and shall be excluded from the competition. If the risk is manageable, cyber security will be monitored by the Authority.²</p>		

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Submission of Master Data Assumptions List (MDAL)		
Submission of Cost Data Assumptions List (CDAL)		

Note:

1. If Tenderers fail to provide the information at Table 1 – Commercial Compliance, then their Tender will be considered non-compliant and shall be marked as 'FAIL' in Commercial Evaluation (Stage 1).
2. The Cyber Risk Level of the Contract is Low, as defined in Def Stan 05-138. The Tenderer must confirm they meet the required cyber security controls for the identified Cyber Risk Level, as specified in Def Stan 05-138. The Tenderer must complete the relevant Supplier Assurance Questionnaire (SAQ) as part of their Tender return. The SAQ reference number is **<Redacted>**. The SAQ should be completed at <https://suppliercyberprotection.service.xgov.uk/>. More information can be found on the DCP website: <https://www.gov.uk/government/collections/defence-cyber-protection-partnership>. If the Tenderer does not currently meet the required cyber security controls for the identified Cyber Risk Level, a Cyber Implementation Plan (Appendix 3 to DEFFORM 47) will need to be provided and agreed with the Authority, becoming part of the Contract. If no Cyber Implementation Plan can be agreed, then the Tender will be considered non-compliant and shall be marked as 'FAIL' in Commercial Evaluation and therefore excluded from the competition.

Technical Evaluation (Stage 2)

3. Tenderers are reminded that only Commercially compliant Tenders will be evaluated Technically. Tenderers must then pass the Mandatory Technical Evaluation section to progress to being assessed in the scored Technical section (Part 3).

Table 3 below details the mandatory Technical Assessment criteria that the Tenders will be assessed on.

Stage 2 shall be assessed by the technical assessors and a consensus meeting held to determine whether the Tenderer shall be marked 'PASS' or 'FAIL'. For the avoidance of doubt, any Tenderer to achieve a 'FAIL' shall be excluded from the competition and not considered further.

Table 2: Technical Compliance:

Mandatory Technical Criteria - Scored			
Criterion No.	Tenderers to Provide	Scoring Method	Scores:

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1	The Tenderer shall confirm that all CEOFE supplied will be packed and marked to Military requirements (as stipulated in Def Stan 00-810 and CLP Regulations), with packaging supplied by the Authority, and express commitment to prepare and to raise own Drawing Packs if required by the Authority.	Pass: Tenderer confirms that all CEOFE supplied will be packed and marked to Military requirements and express commitment to prepare and to raise own Drawing Packs if required by the Authority. Fail: No confirmation that CEOFE supplied will be packed and marked to Military requirements and express commitment to prepare and to raise own Drawing Packs if required by the Authority.	Pass/Fail
2	The Tenderer shall confirm they have the appropriate processing facilities to allow re-pack to be carried out, and the processing conditions available under which task will be completed.	Pass: Tenderer confirms they have the facilities, and clearly define the facilities available. Fail: No confirmation of facilities available, nor detail of processing conditions provided.	Pass/Fail

Technical Evaluation (Stage 3)

Tenderers shall then be evaluated in accordance with the Technically Scored criteria below at Table 3 and the Weighted Value for Money Index Score calculated in accordance with the process outlined in Section D of the DEFFORM 47.

Stage 3 shall be evaluated by Technical, Quality and Project Management assessors. The assessors shall mark the Tenderers independently of one another and a consensus meeting shall be held to agree an appropriate score. The Authority reserves the right to deem a tender non-compliant and exclude any Tenderer from the competition who achieves less than a 3 in any of the Technical criteria.

Table 3: Technical Compliance:

Scored Technical Criteria - Scored			
Criterion No.	Tenderers to Provide	Scoring Method	Scores:
3	<p>The Tenderer shall provide a method and process for managing the requirement efficiently. The Tenderer shall provide details of the proposed Project Management Plan and will deploy project management approach and techniques, which shall include but not be limited to:</p> <ul style="list-style-type: none"> a. Management of resources; b. Identification and presentation of a suitable company and/or Project Team organisational structure; c. defined key roles and responsibilities of the Project Team and its members; d. explained detailed methodology and process for controlling the project; and e. how progress is reported in the Progress Reporting process. 	<p>Comprehensive Response: 5 The response comprehensively demonstrates that the Tenderer has a strong and robust understanding of Project Management requirements and demonstrates that appropriate management structures are in place with a clear organisational structure including Roles & Responsibilities. The response includes a detailed: Resource Management Plan, Organisational Structure, outlined roles and responsibilities, method and process for controlling the Project and reporting Project progress.</p> <p>Adequate Response: 3 The response clearly demonstrates that the Tenderer understands Project Management requirements. The submission lacks the provision of full supporting documentation and/or level of detail to achieve a Comprehensive Response. There is sufficient evidence to demonstrate a method and process for controlling the project and reporting Project progress with key roles and responsibilities that support delivery of this, is adequately understood.</p> <p>Inadequate Response: 1 The response fails to demonstrate that the Tenderer has an acceptable understanding of Project Management requirements. The submission lacks provision of supporting documentation and/or level of detail to achieve an Adequate Response. This may include where the Tenderer fails to demonstrate that an appropriate Management structure is in place, &/or fails to demonstrate a method and process to control the project and process for reporting project progress., or inadequate evidence supplied.</p> <p>No Evidence Presented: 0</p>	0-5 Marks

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4	<p>The Tenderer shall set out its Risk Management Plan and approach. This shall include, but not be limited to;</p> <ul style="list-style-type: none"> a. Active management techniques; b. Risk assessment process; c. Methods and processes for mitigating minimising risks to as low as reasonably practicable; and d. Draft Risk Register which shall outline the major risks associated with the programme and the proposed mitigations and fall-back actions that are planned to reduce the consequence of each risk. A minimum of 5 major risks should be identified and addressed by the register. 	<p>Comprehensive Response: 5 The response comprehensively demonstrates that the Tenderer has a strong and robust understanding of Risk Management requirements. The Tender has provided a Risk Management Plan that includes detailed;</p> <ul style="list-style-type: none"> -Active management techniques - Risk assessment process - Methods for minimising risks to as low as reasonably practicable, - identification and assessment of most significant major risks (that could alter the project plan) with outline of associated mitigation actions proposed to tackle these risks. <p>Adequate Response: 3 The response clearly demonstrates that the Tenderer understands Risk Management requirements. The submission lacks provision of full supporting documentation in the form of a Risk Management Plan and/or detail and/or risks presented are minor/less significant or lack relevance, but risk identification, assessment and active management is adequately understood.</p> <p>Inadequate Response: 1 The response fails to demonstrate that the Tenderer has an acceptable understanding of Risk Management requirements. Less than 5 major risks are identified. The submission lacks provision of full supporting documentation in the form of a Risk Management Plan and/or detail and/or risks presented are minor/less significant or lack relevance, and/or submission fails to demonstrate that risk identification, assessment and active management is adequately understood, or inadequate evidence supplied.</p> <p>No Evidence Presented: 0</p>	0-5 Marks
5	<p>The Authority requires the Tenderer to demonstrate their approach to Business Continuity.</p> <p>The Tenderer shall set out its approach to business continuity and provide a draft business continuity plan (BCP) for it's operations. The</p>	<p>Comprehensive Response: 5 The response comprehensively demonstrates and describes how that the Tenderer will provide a robust and implementable strategy for the maintenance of business continuity in the occurrence of an unexpected event affecting normal business operations. Plan includes mitigation descriptions against the following events; Unexpected events include environmental threats, staff shortages and loss of premises. The plan will demonstrate and describe how alternative premises and equipment will be made are available and how personnel can be redeployed in the event of loss of facilities. This instils a Very High</p>	0-5 Marks

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	<p>BCP shall include but not be limited to;</p> <p>a. Identification of threats that may impact normal business operations such as COVID-19;</p> <p>b. Fallback resilience measures; and</p> <p>c. A plan for the availability of alternative venues that can be used to conduct business activities.</p>	<p>confidence in the Potential Provider's capability to provide business continuity, through detailing how the plan will be implemented in conditions specific to the Requirement.</p> <p>Adequate Response: 3 The response clearly and adequately demonstrates and describes risks that present threat to business continuity are these are adequately understood. The response adequately describes the mitigation to these associated risks or where the risks are not mitigated, there is an adequate description of why this risk can be tolerated. Risks are not fully mitigated. This instils an Adequate satisfactory level of confidence in the Potential Provider's capability to continue normal business operations in the occurrence of an unexpected event. It is assessed that there is Moderate risk associated with the ability of the Potential Provider to deliver the capability requested.</p> <p>Inadequate Response:1 The response fails to demonstrate that the Tenderer has an acceptable understanding of the management of business continuity and/or do not have adequate safeguard and fallback arrangement mitigations. This instils little confidence with the Potential Provider's capability to continue business operations in the event of an unexpected event. It is assessed that there is High risk associated with the ability of the Potential Provider to deliver the capability requested.</p> <p>No Evidence presented - 0</p>	
6	<p>The Tenderer shall provide a copy of a draft Quality Plan, specific for the scope and content of the requirement. The draft Quality Plan shall demonstrate how the company intends to meet the requirements of AQAP 2105 Ed C for this contract, in particular, evidencing how the company will:</p> <p>a. Manage supply chain risk for this contract;</p> <p>b. Ensure the flow down and compliance with contract requirements to the supply chain;</p> <p>c. Provide access to the Authority (or its representative) to company (and its suppliers') premises (Quality Plan will list the Contractor's and subcontractor's sites , that the Authority will have access too, noting</p>	<p>Comprehensive Response: 5 o The draft Quality Plan covers the entire scope of the Contract, in accordance with the SOR. The comprehensive response produced by the Tender, provides assurance against 75% of AQAP 2105 Ed C requirements (provides evidence that suggests at least 32 AQAP 2105 Ed C clauses are addressed). The AQAP requirements addressed must include, but are not limited to, providing details that fully addresses all of the following: o A comprehensive approach to risk management which includes appropriate mitigations for risks identified. A comprehensive response would identify key risks that are specific to the Requirement and comprehensive mitigations to these risks. Supply chain risks have been identified and explained in detail and appropriate and specific mitigations are detailed against these. o The applicable contract conditions to be flowed through the supply chain have been identified. The description will comprehensively explain; how the Contractor will be flow down these conditions; how the Contractor will assure compliance against the requirements proactively, and; how compliance will be obtained from sub-contractors to these contract conditions.</p> <p>Adequate Response: 3 The draft Quality Plan covers the scope, or a similar scope of the Requirement, e.g. a small arms Contract. Th Quality Plan provides assurance against 50% of AQAP 2105 Ed C</p>	0 - 5 Marks

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	<p>any sites relevant to the Contract that the Authority will not be able to gain access to) where required; and d. Manage and communicate to the Authority any configuration changes made by the manufacturers to the products acquired under this contract</p>	<p>requirements (provides evidence that suggests at least 21 AQAP 2105 Ed C clauses are addressed). The AQAP requirements addressed in the draft Plan must include, but are not limited to, providing details that adequately addresses all of the following:</p> <ul style="list-style-type: none"> o An adequate approach to risk management, which recognises key Quality risks to the specific Requirement. As well as, identifying similar risks to those that will affect the requirement and providing adequate mitigations against most of these risks. Supply chain risks and appropriate and mitigations have been identified and explained in an adequate level of detail. o The applicable contract conditions to be flowed through the supply chain have been identified. An adequate level of detail to explain how the applicable contract conditions will be flowed down through the supply chain. o An adequately detailed explanation of how access and facilities to Contractors premises will be provided to the Authority. Assurance that access will be facilitated for their supply chain's relevant premises. o Provide a satisfactory description of how the configuration status of COTS items will be managed, including an adequately detailed description of how communication to the Authority will be managed in the event that there are any changes made by the manufacturer. <p>Inadequate Response: 1 An inadequate Quality Plan provided, that covers the scope, or a similar scope, of the Requirement, e.g. a small arms Contract. The Quality Plan assurance against 25% of AQAP 2105 Ed C requirements (provides evidence that suggests at least 10 AQAP 2105 Ed C clauses are addressed). The AQAP requirements addressed in the draft plan must include, but not limited to:</p> <ul style="list-style-type: none"> o An inadequate approach to risk management, which recognises some Quality risks is referenced in the response. As well as, identifying similar risks to those that will affect the requirement and providing some inadequate mitigations against most of these risks. o The applicable contract conditions to be flowed through the supply chain have been identified and an inadequate description of how they will be flowed down through the supply chain is given. o Statement confirming that access will be provided to the Authority for their premises and sub-contractor's premises, where required. Inadequate details have been provided about how this will be assured. o Process of how the configuration status of COTS items will be tracked but inadequate details provided about how this process will take place. <p>0 - No plan submitted / No evidence of Quality Plan provided or the Quality plan provided is not Compliant with AQAP 2105 Ed C. And/ Or does not provide evidence that suggests at least 10 AQAP 2105 Ed C clauses are addressed. And/ Or does not provide evidence against all 4 key AQAP clauses, identified above.</p>	
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7	<p>The maintenance of timely supply of Airborne Power Cartridges is a significant business requirement for the authority. This will be achieved through the bidders provision of a suitably qualified and experienced team of professionals to carry out the contract functions. Please provide evidence of the skills and experience of the individuals that will be allocated to this activity (Including, but not limited to: Supply chain managers, safety managers, packaging team, commercial staff, project managers). Evidence to consist of relevant job descriptions, CVs, staff management plan, training plans etc</p>	<p>Comprehensive Response: 5 Submission clearly demonstrates that all key roles are fully profiled, suitably qualified staff have been nominated to carry out those duties that meet the requirements</p> <p>Adequate Response: 3 roles are defined but not all posts are filled with staff that fully meet the role requirements. Evidence has been provided of a robust and practical process being in place to fill posts with suitably qualified staff at contract start.</p> <p>Inadequate Response: 1 - roles not fully defined or limited evidence that staff in roles meet the necessary profile or inadequate evidence supplied of a process to fill or sustain the defined roles.</p> <p>No Evidence Presented: 0</p>	0-5 Marks
8	<p>The Tenderer shall provide:</p> <p>a. A plan of how they intend to re-package CEOFEs in the Authority's issued GFE containers in accordance with DEF STAN 00-088 - Packaging for Ammunition and Explosives and comply with marking military requirements and regulations in accordance with DEF STAN 00-0810 - Marking of Ammunition and Associated Packages and Classification, Labelling and Packaging (CLP) regulations.</p> <p>b. Explanation of how they intend to store the CEOFEs;</p> <p>c. How they intend to comply with transportation requirements;</p> <p>d. A narrative explaining how the personnel employed shall satisfy the role requirement.</p>	<p>Comprehensive Response: 5 Tenderer provides a comprehensive plan and explanation of how they intend to re-package and store the CEOFEs and demonstrates they can comply with relevant DEF STANs and regulations.</p> <p>Adequate Response: 3 The Tenderer provides a plan in sufficient detail of how they intend to re-package and store, and demonstrates they can comply with relevant DEF STANs and regulations.</p> <p>Inadequate Response: 1 The Tenderer provides a plan in insufficient detail of how they intend to re-package, and store and/or does not demonstrate they can comply with relevant DEF STANs and regulations.</p> <p>No Evidence Presented: 0</p>	0-5 Marks

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9	<p>The Authority requires the Tenderer to demonstrate robust supply chain management.</p> <p>The Tenderer shall provide:</p> <p>a. A supplier engagement and management plan detailing how they will; deliver the service to the required delivery dates, flow down applicable processes, requirements and DEFCONs and manage their supply chain to mitigate potential impacts to delivery days;</p> <p>b. A supply chain map; providing details of manufacturers and distributors (Name, Registered Office, manufacturing location) for the cartridges that the Tenderer intends to utilise to satisfy this requirement.</p>	<p>Comprehensive Response: 5 The Tenderer provides a comprehensive response detailing a clear supplier engagement and management plan and supply chain map. They provide the Authority with high confidence that a fully plausible and resourced process shall be in place at contract award to ensure that tier 2/3 suppliers deliver in accordance with the authorities delivery requirements. Supply chain map demonstrates all manufacturers/distributors have supplied Airborne Power Cartridges to NATO armed forces of major North American/European based Airlines within the last 3 years.</p> <p>Adequate Response: 3 The Tenderer provides a plan in sufficient detail of supplier engagement, management and a supply chain map. Analysis of the process presented reveals at least one demonstrable shortfall in the plausibility of the process and plan provided for supplier management. Supply chain map demonstrates that all but one manufacturer has supplied Airborne Power Cartridges to NATO armed forces of major North American/European based Airlines within the last 3 years.</p> <p>Inadequate Response: 1 The Tenderer provides a plan in insufficient detail and does not provide confidence in supply chain management. Analysis of the process presented reveals more than one, but no more than three demonstrable shortfall in the plausibility of the process and plan provider for supplier management. Supply chain map demonstrates more than one manufacturer has not previously supplied Airborne Power Cartridges to NATO armed forces or major North American/European based Airline.</p> <p>No Evidence Presented: 0</p>	<p>0-5 Marks</p>
Total Score:			35

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Cyber Implementation Plan Template

Contract Title	
MOD contract number	
CSM Risk Reference	
CSM Risk Level	
Name of Supplier	
Current level of Supplier compliance	
Reasons unable to achieve full compliance	
Measures planned to achieve compliance / mitigate the risk	
Anticipated date of compliance / mitigations in place	
Name	
Position	
Date	