

INVITATION TO TENDER (ITT)

HELICOPTERS ROTARY WING ENTERPRISE PROJECT

701577613

CONTRACT FOR

DEFENCE EQUIPMENT & SUPPORT (DE&S)

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1. INTRODUCTION

- 1.1 This Procurement will establish a Supplier Contract(s) for the purchase of Strategic Consultancy Support to undertake 2 simultaneous studies into the support transformation opportunities, risks and efficiencies within our 2 Prime Supplier rotary wing portfolios. The Services are described in detail within Appendix B, Statement of Requirements.
- 1.2 The contract will be for a period of 4 months from expected commencement date.
- 1.3 This Contract will be between the successful Supplier(s) and the Authority(s).
- 1.4 The Contract is being offered under the Crown Commercial Service Management Consultancy Framework Two – RM6008 framework agreement Terms and Conditions which will govern any resultant Contract.
- 1.5 The Authority is managing this Procurement in accordance with the CCS MCF 2 Framework Contract.
- 1.6 This is a call off contract and as such the Authority cannot guarantee volumes of work.
- 1.7 This ITT contains the information and instructions that Potential Providers need to submit a compliant Tender. Words in this ITT which are capitalised have definitions either in the paragraph in which such words appear or in the glossary at paragraph 9.
- 1.8 Please read this ITT carefully as non-compliance with the instructions contained in this document and all its Appendices may result in exclusion of a Potential Provider's Tender from this Procurement. If a Potential Provider has read all of the instructions and information carefully but are still unsure at any point how to respond, please submit a question as described in paragraph 5. The Authority shall assume that Potential Providers fully accept this ITT and its Appendices where no questions are raised.
- 1.9 The Terms of Participation at Appendix A will apply throughout this Procurement. They set out further rights and obligations which apply to Potential Providers and the Authority.
- 1.10 The Authority is using DSP (Defence Sourcing Portal) to manage this Procurement and to communicate with all participants. No hard copy documents will be issued and all communications with the Authority (including the submission of Tenders) will be conducted via the DSP. Potential Providers must ensure that the details of the point of contact nominated are accurate at all times as the Authority will not be under any obligation to contact anyone other than the nominated person. Tender responses to the evaluation questions have been designed to be completed on-line in DSP.

2. OVERVIEW OF INVITATION TO TENDER

- 2.1 The following appendices may accompany this ITT:
 - 2.1.1 Appendix A – Terms of Participation
 - 2.1.1.1 Sets out the conditions of participation in this procurement.
 - 2.1.2 Appendix B – Statement of Requirements
 - 2.1.2.1 A detailed description of the services required by the Authority that the Supplier will be required to supply under the resulting Contract.
 - 2.1.3 Appendix C – Terms and Conditions
 - 2.1.3.1 Sets out any minor amendments to the Contract terms and conditions that will exist between the Authority(s) and the Supplier(s).
 - 2.1.4 Appendix D – Response Guidance

- 2.1.4.1 Sets out the methodology to be adopted by the Authority to evaluate your response to each question set out within the DSP.

3. PROCUREMENT TIMETABLE

- 3.1 The timetable below may be changed by the Authority at any time. Changes to any of the dates will be made in accordance with the applicable procurement law. You will be informed of any timetable changes.

ACTIVITY	DATES & TIMES
Issue of ITT on DSP	6/8/21
Clarification period closes (" Tender Clarifications Deadline ")	13/8/21 16:00 BST
Deadline for the publication of responses to Tender Clarification questions	17/8/21 16:00 BST
Deadline for submission of Tenders to the Authority (" Tender Submission Deadline ")	23/8/21 12:00 Midday BST
Commencement of Evaluation Process	24/8/21
Proposed Award Date of Contract	1/9/21
Expected execution (signature) date for Contract	2/9/21
Expected commencement date for Contract	13/9/21

4. COMPLETING AND SUBMITTING A TENDER

- 4.1 To participate in this competitive tendering exercise, Potential Providers are required to submit a Tender which fully complies with the instructions in this ITT and its Appendices.
- 4.2 Potential Providers are strongly advised to read through all documentation first to ensure they understand how to submit a fully compliant Tender.
- 4.3 Remember:
- 4.3.1 It is the Potential Provider's responsibility to ensure that a fully compliant Tender is submitted.
- 4.3.2 Potential Providers must ensure that they are using the latest versions of this document and its Appendices, as the documentation may be updated from time to time.
- 4.3.3 Allow plenty of time for the entering your responses – do not leave it until the day of the Tender Submission Deadline.
- 4.4 Additional Materials, Documents and Attachments.
- 4.4.1 Potential Providers must adhere to the following instructions;
- 4.4.1.1 No additional attachments should be submitted with a Tender unless specifically requested by the Authority.
- 4.5 Data Entry
- 4.5.1 A fully compliant Tender must adhere to the following instructions;
- 4.5.1.1 All responses must be inserted into the relevant text field unless an attachment is additionally permitted. Only information entered into the

relevant text field or information provided as an attachment supplied in accordance with the Authority's instructions will be taken into consideration for the purposes of evaluating a Tender.

- 4.5.1.2 The Tender must be submitted in the English (UK) language using Arial font size 10.
- 4.5.1.3 Potential Providers must answer all questions accurately and as fully as possible, within the word / character limits specified.
- 4.5.1.4 Where options are offered as a response to a question, Potential Providers must select the relevant option from the drop down list.
- 4.5.1.5 Potential Providers must not answer questions by cross referencing to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.
- 4.5.1.6 The Authority may disregard any part of a response to a question which exceeds the specified limit (i.e. the excess will be disregarded, not the whole response).

4.6 Deadline for the submission of Tenders

- 4.6.1 All Tenders must be received by the Authority before the Tender Submission Deadline (see the Procurement Timetable in paragraph 3 for details).
- 4.6.2 Potential Providers are responsible for ensuring that their Tender has been successfully completed prior to the Tender Submission Deadline.

4.7 Late Tenders:

- 4.7.1 The Authority reserves the right to reject any Tender received after the stated date and time.
- 4.7.2 If Potential Providers are prevented from submitting their Tender by the Tender Submission Deadline as a result of a technical issue with DSP, you must contact DSP helpdesk (0800 069 8630) immediately as indicated on the DSP homepage. Depending on the issue, the Authority may then agree alternative arrangements / dates for Tender submission.

4.8 Uploading and submitting a Tender

- 4.8.1 ***This paragraph has been redacted under exemptions set out by the Freedom of Information act***
- 4.8.2 Within the Technical Envelope of DSP, one document can be attached for each question. If the Potential Provider needs to upload more documents whilst complying with the evidence allowance, this can be achieved by uploading a Zip File.
- 4.8.3 The Authority may, in its own absolute discretion allow the Potential Provider 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 unpriced copy of the tender, rectifying, or providing clarification in relation to a corrupt or blank document. Potential Provider 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 Potential Provider

make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Potential Provider by the Authority, this will result in a non-compliant bid.

4.8.4 *This paragraph has been redacted under exemptions set out by the Freedom of Information act.*

4.8.5 Tenders must remain valid and capable of acceptance by the Authority for a period of 90 Calendar days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the exclusion of a Tender. 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.

4.8.6 Potential Providers may modify and resubmit a Tender at any time prior to the Tender Submission Deadline. Before the Tender Submission Deadline, Potential Providers must satisfy themselves that the Tender has been submitted including all responses and attached any requested attachments, through DSP. Potential Providers cannot modify a Tender after the Tender Submission Deadline.

4.9 Confidentiality

4.9.1 Potential Providers must not collude with nor disclose the fact of their intention to submit a Tender to other Potential Providers.

4.9.2 The Authority may disclose information provided by a Potential Provider where there is express provision to do so in accordance with Regulation 21 (2).

5. QUESTIONS AND CLARIFICATIONS

5.1 Potential Providers may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the Procurement Timetable as set out in paragraph 3). Questions must be submitted using the messaging facility provided within the Defence Sourcing Portal.

5.2 Questions of a technical nature relating to use of the Defence Sourcing Portal suite should be directed to DSP Helpdesk (0800 069 8630) immediately as indicated on the DSP homepage in the first instance and may be raised at any time during the procurement process.

5.3 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Authority will publish all its responses to questions asked and or clarifications raised by Potential Providers.

5.4 If Potential Providers ask any questions and or raise clarifications Potential Providers are asked not to refer to their identity in the body of the question or clarification.

5.5 If a Potential Provider wishes to ask a question or seek clarification in confidence they must notify the Authority and provide justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will inform the Potential Provider, who will have an opportunity to withdraw the question or clarification. If the question and or clarification is not withdrawn, then the response will be issued to all Potential Providers.

- 5.6 Potential Providers are responsible for monitoring the Defence Sourcing Portal and the 'Questions and Answers' document in particular, for any responses to questions, general clarifications or other information issued by the Authority. Answers to such questions may contain important information that could affect how Potential Providers complete their Tender.
- 5.7 The Authority reserves the right to contact Potential Providers at any time for clarification on all or any part of their Tender during this Procurement and which is likely to require a prompt response.

6. OVERVIEW OF THE EVALUATION PROCESS

- 6.1 The Contract will be awarded on the basis of the most economically advantageous tender. That is to say, when considering all the factors, the proposal that enables the Authority to achieve best value for money.
- 6.2 The evaluation procedure is divided into the following key stages, which the Authority may nevertheless decide to run concurrently;

6.2.1 Stage 1 - Compliance/validation (Qualification envelope DSP)

- i. Unqualified Acceptance (PASS/FAIL) -The Potential Provider shall confirm their unqualified acceptance of the Terms and Conditions of Contract and the accompanying Schedules in the ITT. Failure to do so will result in the Potential Provider being non-compliant and the Tender will not proceed to Stage 2 of the Tender Evaluation
- ii. Statement Relating to Good Standing (Pass/ Fail)– Potential Provider to complete and upload.
- iii. Cyber Security Assessment – The Cyber Risk Profile for this requirement identified by the Cyber Risk Assessment is 'Very Low'. Tenders must access and complete a Supplier Assurance Questionnaire (SAQ) to ensure the level of security controls can be met.
- iv. Security Aspects Letter (SAL) (PASS/ FAIL) – Potential Provider to confirm they have read, understood and comply with the information in the SAL.

6.2.2 Stage 2 - Price Evaluation (Commercial Envelope DSP)– In order for the Potential Provider to meet Stage 2 criteria, the Tender Price must be affordable and Firm priced. The Authority has a maximum budget of £979,200.00 GBP EX VAT. If the price is over the tender will be non-compliant and the Potential Provider will not proceed to Stage 3 of the Tender Evaluation.

6.2.3 Stage 3 - Technical Evaluation (Technical Envelope DSP)– Tenders will only be evaluated at Stage 3 if the Potential Provider is successful in the Stage 1 and 2 evaluation. For those Potential Provider who are successful at Stage 1 and 2, the Potential Provider Technical Proposal will be evaluated in accordance with Appendix D, Response Guidance. The criteria have been weighted to reflect the relevant importance of the requirement and to evaluate the capability of the Potential Provider's Technical Proposal to meet such requirement. The technical elements will be marked against the individual evaluation criteria and the scores totalled. An Evaluation Panel provided by the Authority will assess the Tender responses.

6.3 Stage 4 - Final Score

6.3.1 The Technical Score (80%) will be added to the Price Score (20%) to determine the **“Final Score”** for each Potential Provider.

6.3.2 A summary of the total scores available for each questionnaire set out in Appendix D, Response Guidance, is as follows:

	Questionnaire Number	Questionnaire Title	Total Score Available	Question Weighting (%)
Technical Criteria 80%	1	Proposal	100	40%
	2	Capability and Capacity	100	30%
	3	Skills and Experience	100	30%
Price 20%		N/A	100	

7. DECISION TO AWARD

7.1 Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Potential Provider which offers the most economically advantageous Tender may be awarded a Contract.

7.2 Where the Final Score achieved by multiple Potential Providers ranks them equally, then the Potential Provider with the highest score for the price element will be deemed the winner and awarded the Contract.

7.3 Should the Potential Provider ranked first decline to accept a Contract, then it will be offered to the next ranked Potential Provider until it has been accepted.

7.4 A Contract award is subject to formal signature by both parties (including the satisfaction of any conditions precedent) providing all pre-conditions are met e.g. certificates, statements and other means of proof' where Potential Providers have to this point relied on self-certification.

8. ELECTRONIC PURCHASING

8.1 Potential Provider 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.

9. **GLOSSARY**

Appendix	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite;
Authority	means Defence Equipment and Support (DES) as described in Section 1.1 whose offices are located at MoD Abbey Wood, Bristol, BS34 8QW
Consensus Marking Procedure	means the evaluation procedure described in Appendix D, Response Guidance;
Contract	means the contractually-binding terms and conditions set out at Appendix C of this ITT to be entered into between the Authority and the successful Potential Provider(s) at the conclusion of this Procurement;
Contract Schedule	means a schedule to the Contract;
EIR	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
Evaluation Panel	means a committee of people who have declared any potential conflicts of interest and who have declared a competency to evaluate tender submissions on behalf of the Authority;
FoIA	means the Freedom of Information Act 2000 as amended and any subordinate legislation made thereunder from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
Invitation to Tender or ITT	means this invitation to tender document together with its Attachments, published by the Authority in relation to this Procurement;
Marking Scheme	means the range of marks that may be given to a Potential Provider by the Authority according to Appendix D, Response Guidance;
Potential Provider	means a framework supplier submitting a proposal to this Procurement;
Price Evaluation	means part of the Award Stage used to evaluate the charges tendered by a Potential Provider;
Price Score	means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with Appendix D, Response Guidance;
Procurement	means the process used to establish a Contract that facilitates the supply of the Services;
Public Contracts Directive	means Directive 2014/24/EU of the European Parliament and of the Council;
Technical Evaluation	means the qualitative evaluation of a Tender undertaken during the Evaluation process;

Technical Score	means the score awarded to a Potential Provider at the conclusion of the Technical Evaluation process calculated in accordance with paragraph 6.2.2;
Regulations	means the Public Contracts Regulations 2015 (http://www.legislation.gov.uk/ukSI/2015/102/contents/made and the Public Contracts (Scotland) Regulations 2012], as amended from time to time;
Services	means the services that may be provided by Suppliers, as set out at Appendix B, Statement of Requirements;
Supplier	means a Potential Provider with whom the Authority has concluded a Contract;
Tender	means the Potential Provider's formal offer in response to the Invitation to Tender;
Tender Clarifications Deadline	means the time and date set out in paragraph 3.1 for the latest submission of clarification questions;
Tender Submission Deadline	means the time and date set out in paragraph 3.1 for the latest uploading of Tenders.