



Ministry  
of Defence

**REDACTED UNDER FOAI Exemption**

Commercial Manager

Rm G02, iSAT D,  
Building 5, Dstl Porton Down,  
Salisbury, SP4 0JQ

Tel: **REDACTED UNDER FOAI Exemption**

Email: **REDACTED UNDER FOAI Exemption**

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Your Reference:

Our Reference:  
RQ0000008326

Date: 16 May 2022

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Dear Sir/Madam

**Invitation To Tender (ITT) Reference No. RQ0000008326**

1. You are invited to tender for Procurement of passive and/or active anti-vibration systems in competition in accordance with the attached documentation.
2. The requirement is for the procurement of up to 5 passive and/or active anti-vibration systems.
3. The anticipated date for the Contract award decision is 15 August 2022, please note that this is an indicative date and may change.
4. You must submit your Tender to the Defence Sourcing Portal by 23:59 hrs on 19 June 2022.

Yours faithfully

**REDACTED UNDER FOAI Exemption**

Commercial Manager

Invitation to Tender

For

Procurement of passive and/or active anti-vibration systems

(Lots 1 to 5)

# Contents

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

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Tender. The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
  - Section A – Introduction Page 3
  - Section B – Key Tendering Activities Page 8
  - Section C – Instructions on Preparing Tenders Page 10
  - Section D – Tender Evaluation Page 11
  - Section E – Instructions on Submitting Tenders Page 12
  - Section F – Conditions of Tendering Page 14
  - DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1
    - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
- Contract Documents (As per the contents table in the Terms and Conditions)
  - Terms & Conditions which includes the Schedule of Requirements and any additional Schedules, Annexes and/or Appendices
- DEFFORM 111 – Appendix to Contract - Addresses and Other Information
- SC2 Schedule 5 - Tenderer's Sensitive Information
- SC2 Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract
- SC2 Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract
- SC2 Schedule 9 – Statement of Requirement
- (G)\_20220509-Room\_Dimension\_info\_for\_ITT-ver2-All\_Lots
- (H)\_20220511\_Statement Relating to Good Standing (PCR 2015)
- (I1)\_20220506-SAL\_for\_ITT\_OS\_not\_above\_to\_Overseas\_Firms
- (I2)\_20220506-SAL\_for\_ITT\_OS\_not\_above\_to\_UK\_Contractors
- (J)\_20220510-DEFFORM\_528\_Edn\_0221

## **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. “Defence Sourcing Portal” means the electronic platform in which Tenders are submitted to the Authority.

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

A11. “ITT Documentation” means this ITT and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this ITT.

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

A13. “Schedule of Requirements” (Section 1 in Terms and Conditions, Schedule 2 in Standardised Contracting Template 1B (SC1B) or Schedule 2 in Standardised Contracting Template 2 (SC2)) means that part of the Contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A14. The “Statement of Requirement” (Schedule 9 of the SC2 Schedules) means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

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

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

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

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

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

## **Purpose**

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

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

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

A22. This ITT has been advertised on the Defence Sourcing Portal (DSP) under the Open procedure.

A23. Funding has been approved for this requirement.

## **ITT Documentation and ITT Material**

A24. 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'.

A25. 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**

A26. 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**

A27. 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**

A28. 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.

A29. 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.

A30. 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

A31. 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 reasonably practicable and in any event no later than [X] business days following request from the Authority; or
- b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

## **Contract Terms & Conditions**

A32. 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.

A33. Standardised Contract 2 (SC2) conditions are attached.

## **Other Information**

### **A34. 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.

Email address: [employerrelations@rfca.mod.uk](mailto:employerrelations@rfca.mod.uk)

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

- e. Paragraph A37 a to d above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation, Contract award procedure or any resulting Contract. However, the Authority very much hopes you will want to provide your support.





## Section B – Key Tendering Activities

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

Stage	Date and Time	Responsibility	Submit to:
Final date for Clarification Questions/Requests for additional information	23:59 on 30 May 2022	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	17:00 on 06 June 2022	The Authority	All Tenderers
Tender Return	23:59 on 19 June 2022	Tenderers	Defence Sourcing Portal
Tender Evaluation	20 June to 15 Aug 2022	The Authority	N/A

### Notes

#### Tenderers Conference

B1. A Tenderers Conference is not being held.

#### Clarification Questions

B1. 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

B2. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

#### Negotiations

B4. Negotiations do not apply to this tender process.

## **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 Price. 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 90 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 concluded.

## **Section D – Tender Evaluation**

- D1. Annex A to Section D details how your Tender will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria.
- D2. Negotiations do not apply to this tender process.

# Annex A to Section D – Tender Evaluation

## 1. Evaluation Overview

- 1.1. Dstl set out to confirm that each Lot shall be evaluated using an absolute method, which shall apply a Value for Money (VfM) Index.
- 1.2. This approach divides the total score of the non-cost (quality) criteria by the tender cost. It ranks tenders on the quality (represented by the non-cost score) for each £ (or £k or £m) of cost.
- 1.3. The highest VFM Index provides more 'quality'/non-cost score per £ and is therefore the winning tender. A worked example is provided below for reference

Tender	Non-cost score	Cost (£NPV)	VFM Index	Rank
A	62	20	3.10	3
B	85	24	3.54	1
C	100	29	3.44	2

- 1.4. It should be noted that very different solutions can give the same VFM index and be considered equal.
- 1.5. In the event that two tenderers tie on the VfM Index, Dstl shall conclude the higher ranking tender by identifying which tender received the higher non-cost (quality) score.
- 1.6. Dstl sets out to confirm all proposals shall be assessed independently and on the merits of the submitted proposal.

## 2. Conducting the Tender Evaluation

### 2.1. Process

- 2.1.1. The tender evaluation shall be conducted in three parts; the first part shall consist of the Commercial Evaluation and the second part shall consist of the Technical Evaluation, and the third part shall be the VfM Calculation.
- 2.1.2. Dstl sets out to confirm that proposals which fail the commercial evaluation shall not be taken forwards for technical evaluation, and will be ruled out for further consideration.
- 2.1.3. In performing the technical evaluation Dstl sets out to confirm that the appointed technical evaluators shall firstly assess the technical proposal independently, scoring and recording comments on the assessed proposal.
- 2.1.4. Once all technical evaluators have completed their independent evaluation, a moderation activity shall be held. This shall result in a single agreed score and feedback to be recorded for each proposal, and these score and feedback comments shall inform the quality'/non-cost score of the evaluation.

2.1.5. Upon agreement of a moderated score and feedback comments, the proposal costs shall be considered, and the VfM Index shall be scored, and the received proposals shall be ranked according the VfM score achieved.

## 2.2. Part 1: Commercial Evaluation

2.2.1. The commercial evaluation shall be assessed on the following Pass / Fail questions.

Serial	Question	Score
01	The tenderer has uploaded One (1) Full Technical and Commercial Proposal, and One (1) Technical Proposal excluding all Commercial detail?	Pass / Fail
02	The tenderer has submitted the proposal as a firm price	Pass / Fail
03	The tenderer has uploaded a fully executed DEFFORM 47 Annex A?	Pass / Fail
04	The tenderer confirms their unqualified acceptance of the SC2 Terms and Schedules provided with this ITT.	Pass / Fail
05	The tenderer has uploaded a SAQ response against the Cyber Risk profile.	Pass / Fail
06	The tenderer provides a fully completed (or Nil return) against the Contractors Commercially Sensitive Information Form as provided at Schedule 5 to SC2	Pass / Fail
07	The tender provides a fully completed (or Nil return) against Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract form as provided at Schedule 6 to SC2	Pass / Fail
08	The tenderer provides a return (or NIL Return) for Timber and Wood-Derived Products as provided at Schedule 7 to SC2	Pass / Fail
09	The tenderer provides a fully completed (or NIL Return) DEFFORM 528	Pass / Fail
10	The tenderer has submitted a fully signed Statement Relating to Good Standing	Pass / Fail

2.2.2. It should be noted that a fail on any question will result in the proposal being Failed in totality, and not being taken forwards for technical evaluation.

## 2.3. Part 2: Technical Evaluation

2.3.1. The Technical evaluation shall be assessed on the following questions, and assessed using the criteria provided in the 'Score' Column.

Serial	Question	Score
Technical Questions		

01	The tenderer has provided an explicit statement that the proposed solution is a COTS (Commercial Off The Shelf) product, and does not require customisation or modification. A COTS solution shall be assessed as a Pass, any solution which requires Customisation or Modification shall be assessed as a Fail.	Pass / Fail
02	The tenderer has provided an explicit statement confirming the proposed solution <b>does not</b> have Wi-Fi or Bluetooth capability.	Pass / Fail
03	<p>The tenderer has provided a GANTT chart (or equivalent) to confirm the timescales for the project, from contract award to Full Operating Capability (FOC) and Final Handover</p> <p>Your response should include, as a minimum:</p> <ul style="list-style-type: none"> <li>• All deliverables stated within the SOR;</li> <li>• Material lead times;</li> <li>• Build schedule; and</li> <li>• Installation schedule covering the Installation, Initial Operating Capability, and Full Operating Capability.</li> </ul> <p>PLEASE NOTE: It is a mandatory requirement of this procurement that tenderers are able to fully demonstrate to the satisfaction of the Authority their ability to achieve the dates stipulated within the Statement of Requirement at Schedule 9.</p> <p>The tenderer should note that the GANTT chart is required to align with the following statement</p> <ul style="list-style-type: none"> <li>• The anti-vibration solution must be installed prior to the equipment being moved to Porton Down and being installed and commissioned by the equipment manufacturer or their agent which is scheduled for the 15<sup>th</sup> November 2022.</li> </ul>	0, 3, 7, 10
04	<p>The tenderer has provided a detailed resourcing plan, including but not limited to:</p> <ul style="list-style-type: none"> <li>• How many workers you will be sending to complete installation on the Authority's site</li> <li>• Describing how the above plan (including timescales) will be achieved.</li> </ul> <p>Any contractor working onsite will require security escorts for workers at an assumed level of one escort per two Workers.</p>	0, 3, 7, 10

05	<p>The tenderer has provided an example(s) of an installation where a similar vibration isolation capability has been installed and the attenuation achieved.</p> <p>This statement should:</p> <ul style="list-style-type: none"> <li>• Provide a description of the vibration isolation system and its mechanisms, whether passive or active, vibration isolation performance targeted in each orthogonal direction in relation to the requirement</li> <li>• Confirm design life of the isolation system.</li> <li>• Demonstrating their understanding of the Dstl problem as described in the Statement of Requirement, and</li> <li>• Outline how remedial works will be undertaken at the supplier's cost if the installed system fails to achieve the performance requirements.</li> </ul>	0, 3, 7, 10
06	<p>The tenderer has demonstrated and evidenced how, when installed, the provided solution maintains vibration levels that are below the maximum values specified for each item of equipment.</p> <p>The tenderer should note that Dstl reserves the right to have a third party vibration survey on the performance of the supplied anti-vibration system, once installed and commissioned successfully.</p>	0, 3, 7, 10
07	<p>The tenderer provides evidence that the equipment to be protected from ground borne vibration by the anti-vibration solution, is shown to pass the equipment manufacturers acceptance and performance tests once equipment has been commissioned successfully.</p>	0, 3, 7, 10
08	<p>The tenderer provides evidence that the anti-vibration solution will not impact or invalidate any support or maintenance contracts/warranties that Dstl has with the equipment manufacturers or their approved agents.</p>	0, 3, 7, 10
09	<p>The tenderer provides evidence that The services required by the anti-vibration system (gases, power etc.) must be standard in nature.</p>	0, 3, 7, 10
10	<p>The tenderer provides evidence that the proposed solution has given consideration to and accounted for :</p> <ul style="list-style-type: none"> <li>• The size of the solution in relation to the equipment, and has provided details i.e. has provided clear definition of the equipment size against the space allocation in the facility,</li> <li>• Has given consideration to the facility (room) dimensions</li> </ul>	0, 3, 7, 10
11	<p>The tenderer has submitted examples of the type and scope of maintenance and support that can be provided and indicative Rough Order of Magnitude (ROM) Costs</p>	Non Scoring Question Information Only

Social Value		
12	<p>Tackling Economic Inequality - Creating new business, new jobs and new skills / Increasing supply chain resilience and capacity. (For example, creating employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors)</p> <p>Using a maximum of 2000 characters, please provide a method statement to describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome (Tackling Economic Inequality).</p>	0, 3, 7, 10
13	<p>Fighting Climate Change - Effective stewardship of the environment. (For example, influencing staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement)</p> <p>Using a maximum of 2000 characters, please provide a method statement to describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome (Fighting Climate Change)</p>	0, 3, 7, 10
14	<p>Equal Opportunity - Reduce the disability employment gap / Tackle workforce inequality (For example, demonstrating action to identify and tackle inequality in employment, skills and pay in the contract workforce)</p> <p>Using a maximum of 2000 characters, please provide a method statement to describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome (Equal Opportunity)</p>	0, 3, 7, 10

2.3.2. Dstl sets out to that is a Fail is awarded on either of Question 1 or 2 the proposal shall not be further considered or taken forwards for the Value for Money Calculation (Part 3).

2.3.3. Dstl sets out to confirm that the technical evaluation shall apply the following weighting factor:

Evaluation Area	Weighting
Technical [Questions 1 to 11]	90%
Social Value [Questions 12 to 14]	10%

2.3.4. Dstl sets out to confirm that the maximum available scores are:

Evaluation Area	Maximum Available
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	Score
Technical [Questions 1 to 11]	80 points
Social Value [Questions 12 to 14]	30 points
<b>Maximum Score available</b>	<b>110 points</b>

2.3.5. Dstl sets out to confirm the following weightings shall be applied:

Evaluation Area	Weighting
Technical	90%
Social Value	10%

2.3.6. The following worked example is provided for reference

Evaluation Area	Awarded Score	Weighting	Calculation	Weighted Score
Technical	56	90%	$(56 / 80) * 90$	63
Social Value	21	10%	$(21 / 30) * 10$	7

2.3.7. Dstl sets out to confirm that the following scoring definitions shall be used in the technical evaluation:

Rating	Characteristic	Score
<b>Excellent</b>	The response addresses all elements of the requirement, and provides a comprehensive, unambiguous and thorough explanation of how the requirement will be fulfilled.	<b>10</b>
<b>Good</b>	The response addresses all of the elements of the requirement and provides sufficient detail and explanation of how the requirement will be fulfilled.	<b>7</b>
<b>Adequate</b>	The response addresses the majority of elements of the requirement but is weak in some areas and does not fully detail or explain how the requirement will be fulfilled.	<b>3</b>
<b>Inadequate</b>	The response does not address or explain how the requirement will be fulfilled and fails to demonstrate the ability to meet the requirement.	<b>0</b>

#### 2.4. Part 3: VfM Calculation

2.4.1. Once the Moderated technical score has been provided, Dstl shall perform the VFM Calculation.

2.4.2. This shall be performed by dividing the total score of the non-cost (quality) criteria by the tender cost to generate a VFM Index, and the highest scoring tenderer on the VFM Index shall be identified as the preferred Tenderer

## **Section E – Instructions on Submitting Tenders**

### **Submission of your Tender**

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by 23:59 GMT on 19 June 2022. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITT RQ0000008326.

E2. You must provide via the DSP one priced copy of your Tender and one unpriced copy. Both copies should be clearly labelled and easily identifiable. You must ensure that there are no prices present in your unpriced copy. The Authority has the right to request, at its discretion, that any pricing information found in the unpriced copy is redacted in accordance with paragraph E3.

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

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

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

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

### **Lots**

E7. This requirement has been split into lots. Further details can be found at Annex A to Section E.

### **Variant Bids**

E8. The Authority will accept variant bids, further details can be found at Annex B to Section E.

### **Samples**

E7. Samples are not required.

## **Annex A to Section E – Lots**

1. The requirement has been divided into the following lots:
  - a. Lot 1: Anti-vibration solution for Raith 150 Scanning Electron Microscope (SEM),
  - b. Lot 2: Anti-vibration solution for FEI V400ACE Focused Ion Beam (FIB),
  - c. Lot 3: Anti-vibration solution for MultiProbe MP2b Nanoprober (also referred to as Atomic Force Prober – AFP),
  - d. Lot 4: Anti-vibration solution for Bruker Dimension Edge Atomic Force Microscope (AFM), and
  - e. Lot 5: Anti-vibration solution for Zeiss EVO 15 Scanning Electron Microscope (SEM).
2. Tenderers are invited to tender for all or any of the lots detailed above. Each Tenderer must submit one Tender in respect of each lot that the Tenderer has been invited to respond to by the Authority and for which it wishes to submit a Tender.
3. Each Tender must meet the Authority's minimum requirements, operate as a standalone Tender and not be dependent upon any other Tender or any other factors external to the Tender itself that is each Tender must be capable of being accepted by the Authority in its own right.
4. The Authority may award separate Contracts of each or any combination.
5. There are no restrictions on the number of lots a single Tenderer can win.
6. Details on how each lot will be evaluated can be found in Section D (Tender Evaluation).

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

### Conforming to the Law

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

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender will be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

### Bid Rigging and Other Illegal Practices

F6. You must report any suspected or actual bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

## **Conflicts of Interest**

F7. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
- enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
- 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.

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 10<sup>th</sup> 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 Tenderer's documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any Sensitive Information in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Sensitive Information in accordance with the provisions of this ITT) to any Third Party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

## **Reportable Requirements**

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

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

## Ministry of Defence

## Tender Submission Document (Offer) – Ref Number [ITT - .....]

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

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

<b>Applicable Law</b>				
I agree that any Contract resulting from this competition shall be subject to English Law				Yes / No
<b>Total Value of Tender (excluding VAT)</b>				
£ .....				
WORDS .....				
<b>UK Value Added Tax</b>				
If registered for Value Added Tax purposes, insert:				
a. Registration No .....				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
<b>Location of work (town / city) where Contract will be performed by Prime:</b>				
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
<b>Mandatory Declarations</b> (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			<b>Tenderer's Declaration</b>	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528.			Yes* / No	
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?			Yes*/No	
Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions?			Yes* / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?			Yes* / No / N/A	
Have you completed Form 1686 for Sub-Contracts?			Yes* / No	
Have you completed the compliance matrix / matrices?			Yes / No / N/A	
Are you a Small Medium Sized Enterprise (SME)?			Yes / No	
Have you and your Sub-Contractors registered with the Prompt Payment Code with regards to SMEs?			Yes / No	
Have you completed and attached Tenderer's Sensitive Information form?			Yes* / No	



If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly	Yes* / No
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?	Yes / No / Not Required
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?	Yes / No / Not Required
Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITT?	Yes / No
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
<b>Tenderer's Declaration of Compliance with Competition Law</b>	
<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"> <li>a. the offered price has not been divulged to any Third Party;</li> <li>b. no arrangement has been made with any Third Party that they should refrain from tendering;</li> <li>c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion;</li> <li>d. no discussion with any Third Party has taken place concerning the details of either's proposed price; and</li> <li>e. no arrangement has been made with any Third Party otherwise to limit genuine competition.</li> </ul> <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 tender processes, including value for money and related purposes. We certify that we have identified any Sensitive Information in the Tenderer's Sensitive Information form (DEFFORM 539A).</p>	
<b>Dated this..... day of ..... Year .....</b>	
<b>Signature:</b> <b>In the capacity of</b> (Must be scanned original) (State official position e.g. Director, Manager, Secretary etc.)	
<b>Name:</b> (in BLOCK CAPITALS)  <b>duly authorised to sign this Tender for and on behalf of:</b>  (Tenderer's Name)	<b>Postal Address:</b>  <b>Telephone No:</b> <b>Registered Company Number:</b> <b>Dunn And Bradstreet number:</b>

## Information on Mandatory Declarations

### IPR Restrictions

1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.
2. In particular, you must identify:
  - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
  - b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables;
  - c. the nature of any allegation referred to under sub-paragraph 2.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information; and / or
  - d. any action you need to take, or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 2.b.
3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

### Notification of Foreign Export Control Restrictions

5. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.
6. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant Contract, you must provide the following information in your Tender:

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

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

7. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.

9. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 6.

10. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK 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**

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

12. For the purpose of this competition, for any deliverables not yet imported into the UK, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and/or suspended

13. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty's Revenue & Customs (HMRC) authorisations.

## **Cyber Risk**

14. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of 'Very Low'. The Risk Assessment Reference is RAR-WYTB9ARJ. Tenderers are required to complete the Supplier Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber 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. Form 1686 and further guidance can be found in the Cabinet Office's [Contractual Process](#).

## **Small and Medium Enterprises**

15. The Authority is committed to supporting the Government's Small and Medium-sized Enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of the Authority's spending should be spent with SMEs by 2022; this applies to the money which the Authority spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of SME.

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 <https://www.smallbusinesscommissioner.gov.uk/ppc/>.

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](https://www.gov.uk) and the DSP.

18. The opportunity also exists for Tenderers to advertise any Sub-Contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: <https://www.gov.uk/guidance/subcontract-advertising>. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrclSSM-Suppliers@mod.gov.uk.

## **Transparency, Freedom Information and Environmental Information Regulations**

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 Government's [Transparency Principles](#) and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 12.

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 Sensitive Information form (DEFFORM 539A, SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be Sensitive Information (as defined in DEFCON 539). This includes providing a named individual who can be contacted with regard to FOIA and EIR.

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. There are no DSA Requirements.

### **Bank or Parent Company Guarantee**

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