



Ministry
of Defence

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[please refer to List of Suppliers detailed below]

Your Reference:
N/A

Our Reference:
CSS/0096

FAO

Date: 25/05/2017

Dear Sir/Madam

Invitation To Negotiate (ITN) Reference No. CSS/0096

1. You are invited to tender for the Future In-Service Support of RFA Vessels and RN Ocean Survey Vessel (OSV) in competition in accordance with the attached documentation.
2. The requirement is for in-service support over a ten (10) year contract duration, which includes but is not limited to: worldwide engineering support; rectification of Operational Defects; the planning, management and implementation of maintenance periods; the provision of design, planning, implementation and technical services for the various update, upgrade and / or modification packages; and the global supply and transport of spares.
3. Funding is due to be approved in mid- 2018. The budget for the competition is £940M (Ex VAT). The budget for each lot is: Lot 1 - £320M, Lot 2 - £275M, Lot 3 - £345M.
4. The anticipated date for the Contract award decision is mid 2018. Please note that this is an indicative date and may change.
5. You must submit your Tender to arrive no later than 10:00 AM 13 July 2017. You must attach the enclosed Tender Return Label (DEFFORM 28ABW) to the outer packaging of your Tender when you submit it to the Authority.
6. Please confirm receipt of this Tender to the FISS Commercial multi-user: DESShipsComrcl-CSS-FISS-Group@mod.uk. Please note: from the 14 June 2017, the point of contact email address will become DESShipsComrcl-CSS-FISS-Group@mod.gov.uk

7. Note that there will be a Bidders Conference on Wednesday 14 June 2017, at 09:30, at KPMG LLP, 66 Queen Square, Bristol, BS1 4BE. Arrival is from 09:00, and each bidder can bring up to 4 representatives. You must confirm your attendance and provide the name(s) of those attending the Bidders' Conference to the FISS Multi-user (DESShipsComrcI-CSS-FISS-Group@mod.uk), by 12PM Monday 5 June 2017 so that access to the site can be arranged.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'Chris Thornton', with a long horizontal flourish extending to the right.

Chris Thornton

CSS Commercial DepHd

List of Suppliers Invited to Submit a Tender for ITN No. CSS/0096

Supplier Name	Supplier Address and Phone No	Supplier Point of Contact
Devonport Royal Dockyard Ltd	Devonport Royal Dockyard, Plymouth, Devon, PL1 4SG 01752 323724	Natasha Kearney - Commercial Officer Natasha.Kearney@babcockinternational.com
A&P Group Ltd	A&P Group Ltd, The Docks, Falmouth, TR11 4NR 0132 621 4773	David Ferry - Business Development Director David.ferry@ap-group.co.uk
Cammell Laird Shiprepairers and Shipbuilders Ltd	Cammell Laird Shipyard, Campbeltown Road, Birkenhead, Merseyside, CH41 9BP 0151 649 6611	John Barnard - Project Manager j.barnard@cammell-laird.co.uk
HSOG Ltd– consortium with Atkins Ltd	3rd Floor, Yorkshire House, 18 Chapel Street, Liverpool, Merseyside, L3 9AG 0845 519 3000	Chris Macdonald - Director chris.mcdonald@hsog.com Andy Boardman andy.boardman@hsog.com
Harland and Wolff	Harland and Wolff Heavy Industries Ltd, Queen's Island, Belfast, BT3 9DU 02890 534010	Gillian Peden gillianp@harland-wolff.com
UK Docks Marine Services North Ltd	UK Docks Marine Services Wearside, South Docks, Sunderland, Tyne & Wear. SR1 2EE 0191 567 4749	Jonathan Wilson- Director jonathan.wilson@ukdocks.com

**Invitation To Negotiate for Future In-Service Support of RFA
Vessels and RN Ocean Survey Vessel (OSV)**

Contents

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Negotiate. 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:

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Section A – Introduction

Definitions (please refer to Schedule 3 of the Terms and Conditions of the Contract for additional definitions)

- A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown.
- A2. “Tenderer” means the economic operator or group of operators in the form of a consortium, including subcontractors, who have been invited to submit a response to this ITN. Where “you” is used this means an action on you the Tenderer.
- A3. “Invitation to Negotiate” (ITN) refers to the first document that the Authority sends out to potential Tenderers that initiates a Tender response, competitive dialogue or negotiation.
- A4. A “Tender” is the offer that you are making to the Authority.
- A5. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificate(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) and any associated technical data which the Contractor is required to provide under the Contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
- A6. The “Statement of Technical Requirement” details the technical requirements and acceptance criteria (Schedule 1 of the Contract).
- A7. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.
- A8. “Contract Conditions” means the attached conditions that will govern any resultant contract.
- A9. A “Third Party” is any person who is not an employee of the Authority or Tenderer, as defined at A2.
- A10. Additional definitions can be found in Schedule 3 to the Terms and Conditions.

Purpose

- A11. The purpose of this ITN is to invite you to propose a solution / best price to meet the Authority’s requirement. This documentation explains and sets out the:
- a. Tender process and timetable for the next stages of the procurement;
 - b. instructions and conditions that govern this competition;
 - c. information you must include in your Tender and the required format;
 - d. administrative arrangements for the receipt and evaluation of Tenders; and
 - e. Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.
- A12. The sections in this ITN and associated documents are structured in line with a generic Tendering process and do not indicate importance / precedence.

- A13. This ITN has been issued to all potential Tenderers chosen during the supplier selection stage, listed on page 2 of this DEFFORM 47.
- A14. The requirement was advertised by the Authority in the Official Journal of the European Union dated 25 October 2016 with reference to the requirement for Commercially Supported Shipping (CSS) Future In-Service Support (FISS) – Through Life Support Requirement following the Negotiated Procedure under the Defence and Security Public Contracts Regulations 2011.

ITN Documentation and ITN Material

- A15. ITN Documentation means 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 ITN. ITN Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITN. ITN Documentation, ITN 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 ITN Documentation and ITN Material and for all loss and damage sustained to it while in your care;
 - b. not copy or disclose the ITN Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITN;
 - c. seek written approval from the Authority if you need to provide access to any ITN Documentation or ITN Material to any Third Party;
 - d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A15. c., which at 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 ITN Documentation or ITT Material (or use beyond the original purpose), or further use of ITN Documentation or ITN 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 return all ITN Documentation, ITN Material and derived information of an unmarked nature, should you decide not to participate in responding to this ITN, 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 ITN Documentation and ITN Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.
- A16. Some or all of the ITN Documentation and ITN 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 will be in addition to, and not derogate from, your obligations under paragraph A15 above.

Tender Expenses

A17. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

Material Change of Control from Supplier Selection

A18. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any subcontractors at any time during the procurement process. This may affect your right to stay in the competition.

Contract Conditions

A19. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMs) are available electronically via the [Acquisition Operating Framework \(AOF\)](#).

Note: The MOD is changing to an electronic end to end procurement system. Any conditions relating to the payment process may be amended between the issue of this ITN and contract award. Any change will solely be for the purpose of ensuring payment is made.

Consultation with Credit Reference Agencies

A20. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

Background to the Requirement

A21. The current Commercially Supported Shipping Through Life Support Contracts have been in place for between two (2) and eight (8) years and expire in mid-2018. They cover the current Royal Fleet Auxiliary (RFA) Flotilla and the Royal Navy (RN) Ocean Survey Vessel (OSV) HMS Scott.

A22. Individual packages of work are specified and carried out on a tasking basis under Framework Arrangements, agreed on either a Target Cost Incentive Fee or Firm Price basis. The Authority works collaboratively with the incumbent suppliers to maximise performance, assisted by a joint working team (industry, MOD civilian and RFA personnel) at the waterfront. The arrangements cover both Non Fleet Time Support (any maintenance and engineering support carried out on a Vessel during times when the Vessel will be out of operational service) and Fleet Time Support (any maintenance and engineering support carried out on a Vessel whilst it is operational and under the direct tasking and authority of the user).

A23. Collaborative Working, through long-term co-operative arrangements, is an important technique to achieve the highest possible standards and effectiveness in procurement. Whilst continuing to seek compliance with technical and commercial criteria, we will also look deeper, assessing the ability and willingness of our potential collaborator - i.e. the Winning Tenderer - to sustain long-term relationships with the Authority.

Lots

A24. This requirement is broken down into the following three Lots:

- a. Lot One – RFA FORT VICTORIA, RFA FORT AUSTIN, RFA FORT ROSALIE, RFA WAVE KNIGHT, and RFA WAVE RULER;
- b. Lot Two – RFA ARGUS, RFA LYME BAY, RFA MOUNTS BAY, RFA CARDIGAN BAY, and HMS SCOTT; and
- c. Lot Three – RFA TIDERACE, RFA TIDESURGE, RFA TIDEFORCE, and RFA TIDESPRING.

A25. Additional Vessel detail can be found at DEFFORM 47 Annex D1 to D3 (Vessel Information).

A26. Tenderers must supply a separate Tender per Lot that they wish to bid for. For example, if the Tenderer wishes to bid for all three (3) Lots, they are to supply three (3) separate Tenders.

A27. As notified in the Advert, although Tenderers will be able to submit bids for all three (3) Lots, in order to preserve competition and ensure reliability of supply the maximum number they can be awarded is two (2). Further details can be found at DEFFORM 47 Annex J – Tender Evaluation Criteria.

Fleet Time and Non-Fleet Time Maintenance Cycles

A28. Please see DEFFORM 47 Annex E (Engineering Load Plan) which shows the expected maintenance cycles of the Vessels in scope for the duration of the proposed Framework Arrangements. This document is purely for information purposes only and is not a commitment from the Authority and will be subject to change.

Market Facing Contractors

A29. Experience during the current arrangements has shown that efficiencies are gained by aggregating key strategic Through Life Support activities including Coatings, Furnishings and Classification Services, hereafter known as Market Facing Contracts. To support the strategy the Authority intends to contract with three (3) Market Facing Contractors (MFCs) for Coatings and Coatings advice; Supply of Furnishings; and Classification Services.

A30. The combination of the winning Tenderers, the MFCs and the Authority will provide a robust and manageable Through Life Support contract management system, based on best practice collaborative contracting principles.

A31. In formulating your prices Tenderers should be aware that separate ITNs will be issued to cover Coatings, Furnishings, and Classification Services. Tenderers should contact the Authority in any instances where clarification on the Market Facing Contracts or any required interfaces between themselves and potential MFCs is required.

A32. Without prejudice to the Winning Tenderer's responsibility to effectively manage the Project Work Packages, including the MFC activities, the Authority will be responsible for monitoring the performance of any resultant Contract. The Through Life Support strategy and collaborative ethos of 'Collaborative Working' between the Winning Tenderer, the MFCs, and the Authority will be achieved through Joint Development.

Support Options

A33. The Vessels will be supported by Incentivised Reliability Improvement (IRI) and/or Incentivised Upkeep Cost Reduction (IUCR) solutions. IRI will look to advance and develop the monitoring, identification, and rectification of systems and equipment that are unreliable or becoming more unreliable, with IUCR looking to identify and monitor systems and equipment that have low or reducing maintainability. The intent of the Authority is to create collaborative incentivised programmes and action plans across all stakeholders to improve the reliability and/or maintainability of specific equipment and systems to required levels.

Transition

A34. Transition is defined as the period between Contract Award and the Commencement of Services, which is defined as the point at which the supplier has demonstrated that it can discharge all the aspects in the SOTR and Contract, and assumes full responsibility for delivery of the services.

A35. The need for a logical, achievable and representative Transition Plan to support the Tender and for post Contract Award shall not be underestimated; therefore the delivery of a robust plan is essential. Tenderers are required to provide a Transition Plan as part of their Technical Response (Part B) to this Tender, detailed at DEFFORM 47 Annex O – Evidence Requirements against SOTR.

A36. Enclosed at DEFFORM 47 Annex E1-3 (Engineering Load Plan) is the forecast “Engineering Load” associated with the Vessels in Lots 1 - 3. This schedule defines the timing and duration of Docking Periods (DP), Refit Periods (RP), Fleet Time Support Periods (FTSP) and where appropriate, the Annual Certification Periods (ACP) for the Vessels within each Lot. All dates and timings are as currently anticipated at the point of release of the ITN, and all dates, and scope, are subject to change. Please see Schedule 3 to the Terms and Conditions of the Contract for definitions of the above terms.

A37. In developing the Transition Plan to support the Tender submission, as required at Section 1.7 of the SoTR, the Tenderer shall be aware that a range of services, facilities, infrastructure and processes will need to be in place to provide confidence in the Tenderer’s ability to receive RFA/RN platforms for maintenance activity. This Transition Plan shall clearly define all aspects that will be considered to allow the successful planning, preparation and implementation of Vessel repair, refit and upgrade activity.

A38. In developing the Transition Plan, the Tenderer shall be aware that a certain level of planning and preparation will be required prior to Commencement of Services. This may involve: setting up a project team/project office to ensure appropriate governance, recruitment of staff, upgrade of infrastructure, installation of appropriate IT systems, purchase of capital and consumable stores, training of personnel, etc.. This list is not exhaustive, but provides an indication of the factors which require consideration during transition and prior to the actual execution of engineering maintenance activity.

A39. There are many ways in which the resources, activity, issues, risks etc. can be identified, articulated and developed in order to develop a coherent and achievable Transition Plan. A useful model to initiate the planning process and to consider the issues associated with Transition is the MoD’s “Defence Lines of Development (DLoD)” model. This model is widely available through a standard web search engine. It is to be noted that the evaluation of the Transition Plan will not be affected should Tenderers decide to adopt an alternative strategy or model to the DLoD model for transition issues.

- A40. The Winning Tenderer shall be responsible for leading and implementing the Transition process and in particular the liaison and engagement of all the necessary stakeholders defined within the List of Stakeholders at DEFFORM 47 Annex F (Stakeholders), with support from the Authority where Transition requires communication and integration with the incumbent.
- A41. The Transition process will also need to consider the GFX implications (if any) as detailed in Schedule 19 to the Terms and Conditions and DEFFORM 47 Annex T, and also the need to purchase long-lead items to support maintenance periods.

Inter-Framework Competition

- A42. In order to maintain competitive leverage for the duration of the proposed Framework Arrangements for each Lot there is provision for potential inter-framework competitions for Project Work Packages in specific circumstances. Accordingly your attention is drawn to Clause 71 of the Terms and Conditions (Inter-Framework Contract Competition).
- A43. The prices submitted as per Stage 4 of Section D Tender Evaluation will be used if Clause 71 is invoked.

Tasking Process

- A44. Schedule 18 of the Terms and Conditions details the Tasking Forms that are in use under the current support arrangements. These have been included for illustrative purposes only. It is the Authority's intention that the tasking process under any resultant contract(s) from this process shall be in electronic form using the Authority's Contracting, Purchasing & Finance (CP&F) tool.

Scenario Testing

- A45. As part of Tender Evaluation (see DEFFORM 47 Section D), Tenderers are to complete a series of Scenario Workshops, during which they will be presented with scenarios that would typically be expected of a contractor when supporting this type of requirement, as per DEFFORM 47 Annex H (Scenario Workshop). In the Tender response Tenderers must state their willingness to take part in the scenario workshops and provide the requested details of attendees, as stipulated in DEFFORM 47 Annex H.

Pre-Contract Award Evaluation (PCAE)

- A46. At any point during the Tender Evaluation at Section D, at its discretion the Authority may request a visit to the Tenderer's premises and / or where the work is to be carried out to investigate:
- a. Capacity, capabilities, experience, and training of staff in relation to the proposed contract;
 - b. The quality control system and Quality Assurance documentation;
 - c. The proposed organisation and operating methods, including what work will be dealt with in-house and what may be subcontracted, and how this will be managed, controlled, and validated;
 - d. The risks that have been identified by the Tenderer and the actions proposed to minimise them;

- e. The risks to other MOD work being undertaken by the Tenderer if his Tender is accepted;
- f. The safety of the Tenderer's site and evidence of adherence with appropriate H&S policy; and
- g. The security of the Tenderer's site and evidence of adherence with appropriate policy.

A47. Upon completion of a PCAE the Authority shall compose a report which shall include details of advantages, disadvantages, and associated risks. PCAE findings will be used as evidence, considered alongside the Tenderer's Technical Response, to support the Technical Evaluation. Tenderers may be asked to provide further details within their Tender to mitigate against points raised in the PCAE report. In such instances, a copy of the PCAE report will be provided to the Tenderer.

Clarification of the Requirement

A48. Questions that reveal errors or deficiencies in the ITN documentation shall not be subject to any restriction on dissemination.

A49. On no account is the Tenderer to attempt to elicit information or seek clarification from any other Authority source or any agent of the Authority for the purposes of preparing responses to this ITN. Potential Subcontractors must obtain information from the Tenderer alone and must not approach the Authority.

Alteration of Entries

A50. Once a price or other entry has been inserted, it should not be altered or erased. Any necessary correction should be effected by striking through the unwanted entry and inserting the correct one adjacent to it. The Tenderer should initial all such corrections.

AWARD™

A51. Evaluation, scores, and justification for each score will be recorded using the AWARD™ tool to enable the Authority to maintain a comprehensive audit trail of the evaluation of responses received and the reasons for selection of the preferred Tenderer. The use of the AWARD™ tool ensures a systematic, objective and disciplined approach to the evaluation process.

A52. Tenderers should refer to the guide on using the AWARD™ software set out in Annex I (Guide to AWARD™ Software).

A53. It should be noted that Tenderers are not required to purchase the AWARD™ tool in order to respond to the ITN.

GOVERNMENT FURNISHED ASSETS (GFA)

A54. Where a Tenderer seeks GFA in order to perform the services required under the Contract, they are to complete DEFFORM 47 Annex T. The Authority will review this annex and either confirm or reject such requests as part of the Negotiation process.

Earned Value Management (EVM)

A55. Earned Value Management (EVM) is a project control process used to monitor and assess a project or workpackage by evaluation a combination of planned costs, actual costs and earned value to assess overall project cost and schedule performance. EVM

provides greatest advantage to projects or activity which are either lengthy in duration or high in value.

- A56. For the purposes of this requirement, many of the Project Work Packages will not be of sufficient duration, complexity or value to warrant the full application of EVM. However it is envisaged that EVM will be applied to Project Work Packages of over nine (9) months duration and/or twenty million pounds (£20M) in value. In the event the Authority considers EVM shall be applied to a specific Project Work Package, the tasking will incorporate all the specific EVM requirements including the requirement to present outputs from the successful Tenderer's financial and schedule management information system, which will be used to assess performance in conjunction with the general Key Performance Indicators (KPIs) at Schedule 6 to the Terms and Conditions of the Contract.

Section B – Key Tendering Activities

B1. The key dates for this procurement are currently anticipated to be as follows:

Stage	Date and Time	Initiated By	Submit to:
Invitation to Bidders' Conference ¹	Venue: KPGM LLP, 66 Queen Square, Bristol, BS1 4BE	The Authority	All Tenderers
Date for Confirmation of attendance at Bidders Conference ¹	12pm Monday 5 June 2017	Tenderers	DES Ships Comrcl-CSS-FISS-Group
Date of the Bidders Conference	09:30 am; Wednesday 14 June 2017 Venue: KPGM LLP, 66 Queen Square, Bristol, BS1 4BE	The Authority	All Tenderers
Final date for Clarification Questions / Requests for additional information	Thursday 22 June 2017	Tenderers	DES Ships Comrcl-CSS-FISS-Group
Final Date for Requests for Extension to return date ²	Thursday 22 June 2017	Tenderers	DES Ships Comrcl-CSS-FISS-Group
The Authority issues Final Clarification Answers	Thursday 29 June 2017	The Authority	All Tenderers ³
Initial Tender Return	Thursday 13 July 2017	Tenderers	The Tender Board, using DEFFORM 28
Tender Evaluation	Friday 14 July – Wednesday 30 August 2017	The Authority	N/A
Negotiations	Monday 25 September – Friday 13 October 2017	The Authority	N/A
Priced Tender Return	Wednesday 25 October 2017	The Authority	The Tender Board, using DEFFORM 28
Tender Evaluation	Thursday 26 October – Friday 03 November 2017	The Authority	N/A

Notes

1. A Bidders' Conference is where the Authority presents the requirement to all Tenderers at the same time. A copy of the presentation will be issued to all Tenderers regardless of

attendance. It gives Tenderers an opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those attending the Bidders' Conference to the above named contact, by the date shown, so that access to the site can be arranged.

2. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.
3. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose the question or response, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers' responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

- C1. You must Tender for all the Contractor Deliverables listed in the attached DEFFORM 47 Contract Terms and Conditions Schedule 1 (Statement of Technical Requirements) for the Lot in question. The Authority reserves the right to reject your Tender where you have not Tendered for all of the Contractor Deliverables. Tenderers must submit a separate Tender for each Lot they wish to Tender for.

Construction of Tenders

- C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm for Years 1 to 3 and Fixed for Years 4 to 10. Years 4 to 10 will be subject to Variation of Price in accordance with Schedule 4 to the Terms and Conditions.

- C3. Your Tender must be divided into 2 parts:

- Commercial Response (Part A) (a priced and an unpriced version);
- Technical Response (Part B);

in accordance with the requirements and deliverables detailed within DEFFORM 47 Annex A-C Appendix 2 and DEFFORM 47 Annex G (Tender Deliverables).

- C4. Tenderers shall provide their initial Tender EXCLUDING the Price as referenced in Section E paragraph E1.
- C5. Following conclusion of the Negotiated Procedure Negotiations (Section D Stage 3), Tenderers shall provide their Final Tender INCLUDING the Price as referenced in Section E paragraphs E3 to E7 and DEFFORM 47 Annex A-C Appendix 2 Paragraphs 9 to 14.
- C6. To assist the Authority's evaluation the Tenderer must set out the Tender response in accordance with Section D (Tender Evaluation).

Validity

- C7. Your Tender must be valid / open for acceptance for 550 calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

Variant Bids

- C8. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITT Documentation. Where the Tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.
- C9. The Authority cannot evaluate any Variant Bids during this competition.

Section D – Tender Evaluation

D1. This section details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

NOTE TO TENDERERS

D2.1 All Tender submissions will **ONLY** be evaluated on the information and evidence provided within the Tender. Tenderers must not assume any prior knowledge that the Authority may have, as this will not be taken into account in the evaluation process. In addition, Tenderers are to note that different elements of all Tender submissions will be evaluated by different members of the Authority's evaluation team in isolation. Therefore, the Tenderer must ensure all cross-references to other sections within its Tender are clear and accurate, and not assume that an evaluator has had sight of other sections of its Tender.

D2.2 Tenderers should note that any comments/footnotes/square brackets/ ambiguous language etc. included in the Tender response (whether set out as annotations to Annexes or elsewhere in the bid) will be disregarded. Tenderers should provide their complete and final drafting only.

D2.3 Following each stage of the Tender Evaluation, the Authority will notify Tenderers if their Tender has been excluded, in accordance with the evaluation criteria stated within Section D, and that they will not be invited to take part in the subsequent stages of the Negotiated Procedure in writing via AWARD and to the Tenderer's point of contact detailed within this DEFFORM 47.

Evaluation Tools

D3. The Authority will utilise the AWARD[®] tool for the evaluation of this Tender. See DEFFORM 47 Annex I for a guide to the AWARD[®] software.

Negotiated Procedure

D4.1 The Authority is following the Negotiated Procedure for each Lot, consisting of five separate stages from Initial Tender response to Contract Award. These will be:

Stage 1 – Tender Compliance;

Stage 2 – Technical and Commercial Evaluation;

Stage 3 – Negotiation and Best And Final Offer (BAFO);

Stage 4 – MEAT (Most Economically Advantageous Tender) Evaluation;

Stage 5 – Lot Allocation and Contract Award.

D4.2 These five stages will evaluate different aspects of the Tender. These stages of evaluation and the aspects being evaluated are outlined below, along with references to where in the DEFFORM 47 the detailed evaluation criteria for each stage can be obtained.

D4.3 At any point following the submission of the Tender, the Authority reserves the right to seek clarification on any element of the Tenderer's submission. These clarifications will be submitted via AWARD, following the processes detailed within DEFFORM 47 Annex I paragraphs 13-14.

Stage 1 – Tender Compliance

D5.1 In order for the Tenderer's Tender to meet Stage 1 criteria and to progress to Stage 2, the Tenderers shall have:

- a. provided a completed DEFFORM 47 Annex A – C (one per Lot), as per Section E1 (prices not required for unpriced Initial Tender, only from Stage 4 onwards);
- b. provided a Commercial (Part A) response (see Appendix 2 to DEFFORM 47 Annex A – C, paragraph 2) which includes a completed DEFFORM 47 Annex L (Terms and Conditions Compliance Matix), confirming compliance with all Terms and Conditions and Schedules, excluding Condition 67 'Insurance', compliance/partial compliance for which is evaluated within Stage 2a(ii) – Insurances;
- c. provided a Technical (Part B) response (see Appendix 2 to DEFFORM 47 Annex A – C, paragraph 9) which includes a completed DEFFORM 47 Annex O (Evidence Requirements Against SOTR).

D5.2 The Authority reserves the right to exclude Tenderers from progression to Stage 2 if the Tenderers fail to comply with D5.1 a. - c. above.

Stage 2 – Technical and Commercial Evaluation

D6.1 At Stage 2, Tenders will be evaluated against the following elements of their Tender returns from their Commercial (Part A) and Technical (Part B) responses:

- a. The Commercial 'Collaborative Working Questionnaire' response from DEFFORM 47 Annex M (Evaluation Stage 2a(i));
- b. Insurance capability response from DEFFORM 47 Annex N (Evaluation Stage 2a(ii));
- c. Responses to the Technical Pass/Fail plans from DEFFORM 47 Annex O (Evaluation Stage 2b(i));
- d. Responses to the Technical Assessed plans from DEFFORM 47 Annex O (Evaluation Stage 2b(ii));
- e. Work Package response in DEFFORM 47 Annex S1-3 (Evaluation Stage 2c(ii)).

D6.2 Not used.

Stage 2a - Commercial Evaluation (Part A responses)

D6.3.1 The score for Evaluation Stage 2a(i) will form the score achieved for the Commercial Response (Stage 2a), while the Evaluation Stage 2a(ii) will be Pass/Fail. The evaluation criteria for the Collaborative Working and Required Insurance responses (Stage 2a(i) and 2a(ii)) as well as further guidance on the expected content of the responses are detailed in DEFFORM 47 Annex J (Tender Evaluation Criteria).

Stage 2b - Technical Evaluation (Part B responses)

D6.4.1 There are 6 plans contained within Annex O which the Authority has designated as 'Pass/Fail' (Stage 2b(i)), and 5 plans which the Authority has designated as 'Assessed' (Stage 2b(ii)).

- D6.4.2 Questions in Annex O which are designated as Pass/Fail (Stage 2b(i)) will be evaluated as per the evaluation criteria set out within DEFFORM 47 Annex J. The Authority has specified a minimum quality of answer required to pass each response, but will not count any of the responses towards the final MEAT evaluation.
- D6.4.3 Plans in Annex O which are designated as Assessed (Stage 2b(ii)) are weighted and will be scored as per the evaluation criteria set out within DEFFORM 47 Annex J. The overall score achieved in (Stage 2b(ii)) will be taken forward to the final MEAT evaluation
- D6.4.4 To assist Tenderers in responding to the plans in Annex O, the Authority has provided a series of templates to assist and ensure Tenderers cover the necessary areas. These templates are found at DEFFORM 47 Annex O Appendix 1-12 – SoTR response Templates.
- D6.4.5 NOTE – While any supplied template highlights the areas that responses should cover, **Tenderers should study the evaluation criteria detailed within DEFFORM 47 Annex J THOROUGHLY.** Responses should be detailed, thorough and aim to deliver the requirement to the highest standards described in the evaluation criteria.
- D6.5 At the end of Stage 2, Tenderers will be given a score, expressed as a percentage, for their Technical (Stage 2b(ii)) and Commercial (Stage 2a) responses respectively.

Stage 2c – Practical Application Evaluation

- D6.6.1 If successful at Stages 1, 2a and 2b and invited to Negotiate, the Tenderer will be invited to participate in Stages 2c(i) - Scenario Workshop and 2c(ii) – Work Packages.
- D6.6.2 The Scenario Workshop stage will consist of four (4) Scenario Workshops, each designed to test the competencies deemed to be required for the successful implementation of the support contract. Full evaluation criteria for each of the Scenarios can be found at DEFFORM 47 Annex J – Tender Evaluation Criteria.
- D6.6.3 The Scenario Workshop has a maximum score of 100.
- D6.6.4 All Tenderers are only required to complete the Scenario Workshop **ONCE**. Where a Tenderer is submitting a Tender for more than one (1) Lot, the Scenario Workshop score will be used across each of the Lot competitions. The Scenarios will be representative of the expected work of any given Lot, and will test competencies expected to be delivered on any of the three (3) Lots.
- D6.6.5 Further detail on the requirement and content of the Scenario Workshop is contained at DEFFORM 47 Annex H - Scenario Workshop.
- D6.6.6 Tenderers will be required to complete a response to 3 (three) Work Packages detailed in DEFFORM 47 Annex S1-3.
- D6.6.7 Tenderers will need to complete the required response to the Work Packages for **EACH** lot they are submitting a Tender for.
- D6.6.8 Responses to the 3 (three) Work Packages will be evaluated as stage 2c(ii) following the criteria set out within DEFFORM 47 Annex J.
- D6.6.9 Tenderers will then be invited to clarify their responses in a meeting with the Authority. Clarification points will be sent no less than 5 (five) days before the meeting. Following the meeting, the responses to the clarification point will be considered alongside the Work Package response when scoring the Work Packages against the evaluation criteria.

D6.6.10 The average of the Tenderer's scores from Evaluation stages 2c(i) and 2c(ii) will be taken forward to the MEAT Evaluation, with the final marks for each Tender allocated via the calculations shown at DEFFORM 47 Section D Para 8.3.

Stage 3 - Negotiation

D7.1 Tenderers who have not been excluded at Stage 1 (Tender Compliance) or Stage 2 (Technical and Commercial Evaluation) will, subject to D7.6 (reasons to bypass negotiations), progress to Stage 3 (Negotiation) and be invited to participate in negotiations. The overall objectives of the negotiations will be to:

- a. discuss some or all aspects of the Tenders with the Tenderers;
- b. provide a means for the Authority to clarify to Tenderers the Authority's requirement;
- c. enable open and constructive dialogue between each Tenderer and the Authority with the aim of clarifying and understanding each Tenderer's Tender; and
- d. establish a basis for each Tenderer to submit a revised Tender.

D7.2 Negotiations may take the form of one or more of the following:

- a. In writing (i.e. written clarification on the Tenderer's submission);
- b. Face-to-face formal meetings at the Authority's premises (i.e. Representatives from the Tenderer invited to Abbey Wood to discuss Tender responses).

D7.3 At the completion of the Negotiation, Tenderers will be invited to submit a revised Tender.

D7.4 Revised Tenders should be submitted in accordance with the Instructions in Section E.

D7.5 Following the receipt of revised Tenders the Authority will evaluate the Tenders by again applying Stage 1 (Tender Compliance) and Stage 2 (Technical and Commercial Capability) of the Tender Evaluation at Section D. Following this evaluation, the Authority will either:

- a. repeat the processes detailed within DEFFORM 47 Section D paragraphs D5-D7; or
- b. invite Tenderers to submit a final Tender, including Tender Offer and Price, as per DEFFORM 47 Section E3.

D7.6 The Authority reserves the right to forego any face-to-face negotiations and move straight to final evaluation if 3 (three) or more initial Tender submissions meet the minimum acceptable requirements for each of the evaluated stages outlined in D6.1 - D6.7, following any clarification questions as detailed in D7.2 a..

Stage 4 - MEAT Evaluation

D8.1 Not used.

D8.2 If a Tenderer is successful in reaching Stage 4, each Tender for each Lot will be evaluated using the MEAT method. This is a comparative score with the other MEAT-evaluated Tenders for each Lot; the scoring method is worked out using the ratio and calculation outlined below in D8.3.

D8.3 The Authority will use the scores achieved from the final submission of Stages 2a, 2b and 2c to calculate an overall score for the Tender's Technical submission. This Technical score and

the total Price submitted at Stage 4 will be used to calculate the MEAT scores for each stage of the Tender, as per the calculations below.

A detailed breakdown of the MEAT weightings and sub-weightings can be found at DEFFORM 47 Annex J.

$$\text{Technical Score} = \text{Total Available Mark (i.e. 40)} \times \frac{\text{Tenderer's Technical Score}}{\text{Highest Technical Score}}$$

$$\text{Price Score} = \text{Total Available Mark (i.e. 60)} \times \frac{\text{Lowest Commercially and Technically Compliant Tender Price}}{\text{Tenderer's Tender Price}}$$

D8.4 Technical and Price Scores from D8.3 will be rounded to one decimal place where applicable.

D8.5 The Technical and Price Scores are added together to give a total score.

D8.6 The highest total score can be achieved by obtaining the best Technical Score at the lowest price. The Maximum Total score is 100.

D8.7 All Tenders will then be ranked in descending order on total MEAT score for each Lot. In the event of a tied MEAT score, precedence will be given to the Tender with the lowest price.

Stage 5 – Lot Allocation and Contract Award

D9.1 The Authority will allocate the Lots based on the best possible combination of MEAT scores across the three (3) Lots, when considered against the following conditions:

- a. As stated in the Advert, in the interests of maintaining competition no single company can be awarded more than two (2) Lots;
- b. As stated in the Letter informing companies of dPQQ results, where a company has been assessed as not in a financial position to win more than one (1) Lot, they can only be awarded one (1) Lot.

D9.2 In the event that the process detailed in D9.1 results in multiple combinations with the same total MEAT scores, the Authority will select from the tied combinations the combination with the lowest overall price.

D9.3 In the event that the process detailed in D9.2 still results in a tie, the Authority will select from the tied combinations the combination with the highest score from Evaluation stage 2b(ii).

D9.4 Further details for the Lot Allocation procedure, along with worked examples, are detailed in DEFFORM 47 Annex J Tender Evaluation Criteria Section 4.

Process Map

D10 As an aid to explaining the given Stages above, the below process chart (DEFFORM 47 Section D Image 1) has been drawn up to visually demonstrate each Stage. Where any contradictions may occur with the written text above, the written text in DEFFORM 47 Section D Para D1-D9 takes precedence.

DEFFORM 47 Section D Image 1 – Process Map

Section E – Instructions on Submitting Tenders

Submission of Initial Tender

- E1. Initial Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserves the right to reject any Tender received after the stated date and time. You must provide two unpriced copies of your Tender. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.

Submission of Revised Tender

- E2. Revised Tenders should be the submission of the elements of the Tender that have been added to or changed as a result of Stage 3 (Negotiation). Tenderers must highlight all areas that have changed from their Initial Tender, as only the highlighted areas will be evaluated. Revised Tenders must be submitted through the Tender Board, as per Section E. Tenderers will be notified separately of a date and provided a revised Tender Return Label (DEFFORM 28ABW).

Submission of Final Tender

- E3. Final Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserves the right to reject any Tender received after the stated date and time. You must provide one unpriced copy and one priced copy of your Tender. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.
- E4. Final Tenders will be “clean”, i.e. not showing any mark-ups or highlighting areas of change. Tenderers will also be required to confirm in writing that the only things that have changed from their Initial Tender are those that have been identified.
- E5. Final Tenders should be the final submission of the elements of the Tender that have been added to or changed as a result of Stage 3 (Negotiation).
- E6. Final Tenders must be submitted through the Tender Board, as per Section E. Tenderers will be notified separately of a date and provided a revised Tender Return Label (DEFFORM 28ABW).
- E7. Final Tenders should include a ‘Priced’ copy, including completed DEFFORM 47 Annex R, which will become Schedule of Pricing 4 (at Schedule 4 of the Terms and Conditions) and DEFFORM 47 Annex R Appendix 1-3, as per DEFFORM 47 Section C paragraph C7, for each Lot being Tendered for.

On All Tender Submissions

- E8. You must upload electronic copies of your Tender to AWARD.
- E9. You must complete and include DEFFORM 47 Annex A-C (Offer) with your Tender. Where you select ‘Yes’ to any questions you must attach the relevant information.
- E10. You must include the original signed DEFFORM 47 Annex A-C (Offer) with one paper copy of your priced Tender when requested.

- E11. You must submit your Tender in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.
- E12. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.
- E13. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.
- E14. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.
- E15. For each Tender submission through Tender Board and AWARD, you must submit confirmation via signed letter to the named Commercial Officer above attached to the hard copy of your Tender that there are no variations between Hard and Electronic copies submitted.

Samples

- E16. Samples are not required.

Section F – Conditions of Tendering

- F1. The issue of ITN 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. Any expenditure, work or effort undertaken prior to any offer and subsequent acceptance of contract and acceptance of that, is a matter solely for your commercial judgement. The Authority reserves the right to:
- a. seek clarification or additional documents in respect of a Tenderer's submission;
 - b. visit your site;
 - c. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITN;
 - d. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the Dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;
 - e. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
 - f. withdraw this ITN at any time, or re-invite Tenders on the same or any alternative basis;
 - g. re-issue this ITN 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;
 - h. choose not to award any contract as a result of the current procurement process;
 - i. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender; and / or:
 - j. ask for an explanation of the costs of the price proposed in the Tender where the Tender appears to be abnormally low.
- F2. 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 expiration of the period specified in paragraph C7 and subject to paragraph F3.
- F3. It is a Condition of Tendering that the Winning Tenderer holds their Tender open for acceptance for the period stated in C7. This period starts on the day the Authority announces its decision to award the Contract to the Winning Tenderer in accordance with the Tender. In the event that legal proceedings challenging the award of the Contract are instigated, prior to entry into Contract, it is a condition of this ITN that you hold your Tender open for acceptance during this period in accordance with C7, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

Conforming to the Law

- F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

- F5. Your attention is drawn in particular to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation then your Tender may 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 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. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.
- F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum, this must include:
- a. 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 / non-disclosure agreements (e.g. DEFFORM 702);
 - f. the Authority's rights of audit; and
 - g. physical and managerial separation.

Should your Tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.

Government Furnished Assets

- F9. 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 that GFA from the named Commercial Officer.

Standstill Period

- F10. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the Contract is entered into if there has been, or it is alleged

that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORM 158 is sent. Where this is not a working day, it extends to midnight at the end of the next working day.

Publicity Announcement

- F11. The Authority will publish notification of the Contract and shall publish contract documents 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. You should complete and return DEFFORM 539A as explained in the DEFFORM 47 Annex A – C and associated Appendix 1.
- F12. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.
- F13. Under no circumstances should you confirm to any Third Party the Authority's acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

Sensitive Information

- F14. 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 and related aspects of good procurement practice and answering Freedom Of Information requests.
- F15. For these purposes, the Authority may share within Government any of the Contractor's documentation / information (including any that the Contractor considers to be confidential and / or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A and consent to these terms as part of the competition process. This allows the MOD to share information with other Government departments while complying with our obligations to maintain confidentiality.
- F16. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT/ITN) 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

- F17. Listed in the DEFFORM 47 Annex A – C (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 attach the relevant information.
- F18. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority's evaluation of your Tender, as detailed in Section D.

- F19. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your banker and the relevant bank account number on contract award.

Specific Conditions of Tendering

Transfer of Undertakings Protection of Employment

- F20. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is your responsibility to consider whether or not TUPE applies to this competition and to Tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this Invitation to Negotiate results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.
- F21. If you have a contrary view to that of the Authority on the applicability of TUPE you are strongly encouraged to submit both a TUPE and non-TUPE Tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non-TUPE Tender will be considered, otherwise the Tender conforming to the Authority's view will be considered.

TUPE Information Provided for Tendering Purposes

- F22. TUPE information in respect of the current employees is provided at DEFFORM 47 Annex K1 to K3 (Transfer of Undertakings Protection of Employment – Lots One to Three). This information may be updated prior to contract award in which event the short-listed Tenderers will be given an opportunity to revise or confirm Tendered prices.
- F23. **PLEASE NOTE:** The tables contained at DEFFORM 47 Annex K1 to K3 (Transfer of Undertakings Protection of Employment – Lots One to Three) are currently blank. Once the information has been obtained from all the Contractors currently undertaking this task, updated Tables will be forwarded to all Tenderers. The accuracy and completeness of this information cannot be warranted by the Authority. It remains your responsibility to ensure that your Tender takes full account of all the relevant circumstances of this contract re-let and Tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the Contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your Tender being deemed non-compliant.

Security

- F24. The Winning Tenderer may be required to sign a Security Aspects Letter (SAL), a sample of which can be found at ITN Schedule 20.