

Name: REDACTED
Post Title: REDACTED
Postal Address: REDACTED

Email: REDACTED

To All Tenderers

Your Reference:

Our Reference:
701434377

Date: 16 September 2021

Dear

Invitation to Negotiate (ITN) - Reference No. 701434377 – ARMCEN Support Contract

1. You are invited to tender for the ARMOUR Centre Support Contract in competition in accordance with the attached documentation.
2. The requirement is for the provision of military training instruction, related support and ancillary services at the ARMOUR Centre.
3. The anticipated date for the contract award decision is 30/09/2022. Please note that this is an indicative date and may change.
4. You must submit your Tender via the Defence Sourcing Portal (DSP) by the Tender Return Date of 01/11/2021.

Yours faithfully

REDACTED
Commercial Officer

**Invitation To Negotiate (ITN) for
The ARMOUR CENTRE (ARMCEN)
Support Contract (ASC)**

Reference – 701434377

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 Negotiate. 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:

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□ Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations

- Contract Documents

- o The ARMCEN Support Contract – 701434377 including the Schedule of Requirement and any additional Schedules, Annexes and/or Appendices as deemed appropriate

- DEFFORM 111 – Appendix to Contract - Addresses and Other Information (DSP)

- Schedule 23 - Security Aspects Letter (SAL)

- Schedule 24 – TUPE and Pensions.

- REDACTED

Section A – Introduction

DEFFORM 47 Definitions

In this ITN 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. “ITN Documentation” means this ITN 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 ITN.

A12. “ITN 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 ITN.

A13. “Schedule of Requirements” 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. Schedule 2 the “Statement of Requirement” means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

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

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

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

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

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

Purpose

A20. The purpose of this ITN is to invite you to submit a Tender, in accordance with the instructions set out in this ITN, 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 ITN and associated documents are structured in line with a generic tendering process and do not indicate importance and/or precedence.

A22. This requirement was advertised by the Authority on the Defence Sourcing Portal dated 20 September 2021 under the following reference 701434377-ASC-ITN.

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

A24. This ITN has been issued to all potential Tenderers chosen during the supplier selection stage under the Competitive Negotiated procedure.

A25. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the DSP.

A26. Funding has been approved for this requirement.

ITN Documentation and ITN Material

A27. 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 ITN 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 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 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 ITN Documentation or ITN 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 confirm destruction of (or in the case of software, that it is beyond use) all ITN Documentation, ITN Material and derived information of an unmarked nature, should you decide not to respond 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'.

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

Tender Expenses

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

Consortia and Sub-Contracting Arrangements

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

and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

Material Change of Control

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

- a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;
- b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or
- c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and
- d. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:
 - i. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;
 - ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;
 - iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and
 - iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

A32. If a change described in paragraph A31 occurs, the Authority may reassess you against the PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to proceed with the procurement.

A33. In relation to a change described in paragraph A31, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement

A34. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of its responses to the PQQ if: a. it fails to re-submit to the Authority the updated relevant section of its PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than ten (10) 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

A35. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Knowledge in Defence (KiD) website.

A36. The Contract Terms & Conditions are attached.

Other Information

A37. The Armed Forces Covenant

- a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.
- b. The Covenant is based on two principles:
 - i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
 - ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

- c. The Armed Forces Covenant provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.
- d. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk
Address: Defence Relationship Management
Ministry of Defence
Holderness House
51-61 Clifton Street
London
EC2A 4EY

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

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:
Site Familiarisation Day Held	Tuesday 20 July 2021 (All Day)	The Authority	All Potential Service Providers
Final date for Clarification Questions/Requests for additional information	Midday 4 October 2021	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	Midday 8 October 2021	The Authority	All Tenderers
Initial Tender Return	Midday 01 November 2021	Tenderers	Defence Sourcing Portal
Tender Technical Assessment – Stage 1	2 November 2021 to 10 December 2021	The Authority	See Section D1 (a) and D.3 to D.8
Negotiations	Round 1 – 17 - 20 January 2022 Round 2 – 26 - 24 January – 1 February 2022 Round 3 – 7-10 February 2022	The Authority	See Section D.1 (b) and D.9 to D.20 - Negotiation Process
Final Tender Issue Date	17 February 2022	The Authority	See Section D.21
Final Tender Return – Stage 4	7 March 2022	Tenderers	See Section D1(c) and D.21 to D.29
Contract Award Date	30 September 2022	The Authority	Defence Sourcing Portal

The above dates are indicative and may be subject to change

Notes

Tenderers Conference

B1. An ARMCCEN Site Familiarisation Day was held at Bovington and Lulworth on Tuesday 20 July 2021.

Clarification Questions

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

Tender Return

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

Negotiations

B4. Further details regarding Negotiations can be found in Section D – Tender Evaluation of this ITN.

Section C - Instructions on Preparing Tenders

Construction of Tenders

C1. Your Tender must be written in **English, using Arial font size 11**. Please ensure that you follow the instructions for submitting your bids as per Annex B to DEFFORM47 – Technical Requirement of Response. **Please note that responses are limited to specific word counts. Only the word count specified will be evaluated. Any additional words submitted above the specified amounts will be disregarded. However, in addition to the word count limits 2 (two) sides of A4 sides which detail diagrams, plans, maps, photos, charts, etc may be used to support the information already supplied.**

C2 Please note that the DSP has a file size limit of 50MB. Large files may need to be zipped in order to upload to the DSP.

C3 Prices must be in **£GBP ex VAT**. Prices must be Firm Price. A price breakdown must be included in the Tender in the Pricing Matrix as detailed in Schedule 5.

C4. To assist the Authority's evaluation, you must set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C5. Your Tender must be valid and open for acceptance for **180** (one hundred and eighty) calendar days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further **30** (thirty) 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** (fourteen) calendar days after any legal proceedings have concluded.

Supplementary Information

C6. The AWARD Data Room will be used for the provision of additional information to support the background to the ASC requirement. Separate account details will be issued with accounts. Any queries relating to this data should be raised via the DSP.

Section D – Tender Evaluation

Evaluation and Negotiation Process

D1. The Tender Evaluation and Negotiation process will be split into four distinct stages:

- a. **Stage 1: Initial Evaluation and Feedback** – Following receipt of the Tenders, the Authority will evaluate each Tender in accordance with paragraphs D.3 to D.8. of this DEFFORM 47. Once the Initial Evaluation is complete, the Authority will provide a score against each technical question to each Tenderer. You will not be provided with information on how each of the other Tenderers are ranked or information on specific scoring at this stage. All Tenderers successful at this stage will be invited to proceed to Stage 2 (Negotiations).
- b. **Stage 2: Negotiations** –The Authority's aim is to shape the optimum balance of performance, cost, time, and risk for the ASC delivery during these negotiation sessions.
- c. **Stage 3: Final Tender Submission and Final Evaluation** – Following the conclusion of the Negotiations, you will be invited to submit a Final Tender. The Authority will re-evaluate each Tender in accordance with paragraph D.25 of this DEFFORM 47. Following Final Evaluation and prior to Contract Award the Tender ranked 1st overall will be the recommended Tenderer. The recommended Tenderer will be subject to the Authority's Full Business Case approvals. No down selected Tenderer will be informed of the outcome of the competition until the project has gone through this assurance Approval process. However, if at the final evaluation stage there are no compliant or affordable Tenders, this will be deemed as a failed competition and the process will be terminated.
- d. **Stage 4: Feedback /De-brief** – Post-assurance approval all Tenderers will be notified in writing of which Tenderer has won the competition and at this point the Authority will provide feedback to each Tenderer on the strengths and weaknesses of their bid. This will include a breakdown of the Tenderer's Technical and Price Score.

Tender Submission

D.2 Each bid will be subject to separate technical and commercial evaluations. These evaluations shall be performed simultaneously but independently from each other. The bids will be checked initially for completeness and compliance with the requirements of this ITN documentation. It is a fundamental requirement that each Tenderer provides a fully compliant bid as a standard bid. Any bids that are not fully compliant will be ruled out of the competition. **It is essential that the Technical submission must not contain any pricing information.**

Stage 1: Initial Evaluation and Feedback

D.3. At the initial evaluation stage of the tender submission only the 12 questions identified in the Technical Requirements of Response and Social Value will be assessed.

D.4 Question one (1) – Delivery of the entirety of the SOR, will be a **PASS/FAIL**. Please note that if you **FAIL** Question one (1) you will not be permitted to participate further in this procurement.

D.5 Questions 2 to 12 will be scored by a panel of Authority Evaluators against the marking scheme identified in Annex B to the Technical Requirements of Response and Social Value. A subsequent moderation assessment will take place where scores differ. The final evaluated/moderated score for each question (2 to 12) will be provided to each Tenderer. No scores will be shared between Tenderers.

D.6 Please note that the following minimum scores per question are required at Stage One of the evaluation. Failure to achieve the minimum scores will result in exclusion from further participation in the procurement process:

Technical Questions	Minimum Score Required
Question 2, 3, 5 to 12	10
Question 4	30

D.6 At the initial evaluation stage agreement of the Draft Contract Terms and Conditions (including Schedules) is required. Unqualified agreement of the Final Contract Terms and Conditions will be **Mandatory** at the final bid submission stage (stage 4).

D.7 Tenderers must complete the Pricing Matrix. At this stage the price submitted will be indicative only and used for reference.

D.8 All Tenderers who are successful at this stage will proceed to the negotiation stage.

Stage 2: Negotiation Process

D.9 The Negotiation Stage of this process will provide the tenderers with the opportunity to present their tender to the Authority. This then provides the Authority with the ability to clarify issues and ask questions to refine pre-defined elements of the tender, seek further clarification from the Tenderer's proposal and ensure that overall confidence can be relayed to the Tenderer's final submission.

Negotiation Timetable

D.10 Negotiations will be held between Monday 17 January and Friday 11 February 2022. Slots have been allocated based on alphabetical order only and in no way conveys any preference. The outline timetable and subject areas are detailed below:

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D.11 The areas for negotiation (in no particular order or any weightings applied) will be:

- Transition of Service Implementation Plan (Evaluation Question 12)
 - Commercial considerations - Risks and Assumptions.
 - SOR, Evaluation Questions – specific areas (each bullet below forms a separate session)
 - SOR Section 2 – Training Design and Development
 - SOR Section 3 – AFVSR Training
 - SOR Section 7 – AFVSR Support
 - Evaluation Question 10 – Continuous Service Improvement (CSI), Betterment
- a. Each bullet or sub-bullet above will form a session of 2 hours. There will be a maximum of 6 sessions, two each day. The morning session will commence at 10:00 and finish at 12:00. The afternoon session will commence at 13:00 and end at 15:00.
- b. A generic agenda and will be issued 2 weeks prior to the initial meeting. This will confirm the timings, location, attendees, topics for discussion and any questions that the Authority wishes to discuss further.

Negotiation Panel

D.11 The Authority negotiations will be Chaired by Commercial with support from the appropriate lead Suitably Qualified and Experienced Personnel (SQEP) from the relevant specialist areas as shown below:

Customer/End User
Project Manager
Commercial
Legal Representation – as required
Other SQEP – as required

D.12 Each lead will be suitably supported by individuals who are responsible for the SOR area or have specialist skills/knowledge in the area(s) under discussion.

Format of Meetings

D.13 Each tenderer, prior to the initial meeting, will be provided with the outcome of their initial evaluation (**SCORE ONLY**) against each technical element of their proposal. This will provide an indication of areas for improvement.

D.14 With the exception of the Commercial considerations session each negotiation session will start with a presentation from the Tenderer of the proposal relevant to the discussion. This introduction should be no longer than 10 minutes. Slides will be permitted but these must be submitted via the DSP one week prior to the initial negotiation session.

D.15 Negotiation meetings will be restricted to a maximum of 4 (four) participants from the Tenderer's team at each meeting. These participants will form part of your core negotiation team. Tenderers will be required to manage their own SQEP team for any specialist advice in accordance with the subject matter areas being discussed. Additional attendees may be requested, along with suitable justification, but it will be at the Authority's discretion whether the additional attendees are permitted.

D.16 The Authority prior to the commencement of the negotiation session may provide each Tenderer with a set of questions to be covered in each session. This will give the tenderer time to prepare and ensure that the appropriate SQEP are in attendance.

Core Negotiation Team

D.17 Each Authority Core Negotiation Team will comprise:

Team Role	Responsibilities
Commercial	Commercial will Chair the negotiation meetings.
Lead Negotiators	The Authority lead SQEP who will lead the discussion.
Lead Negotiators Support Team	The support team will provide subject matter expertise and support the lead negotiator when required.
Minute Takers	<p>The Authority will provide the official minute takers who will record all agreements, actions, and necessary document updates to ensure an accurate record is maintained.</p> <p>A recording of each session will be taken to ensure that no points are missed. These recordings will be retained for the duration of the negotiation session and destroyed when all parties have agreed to the minutes.</p>

Location of Meetings

D.18 All negotiation meetings where possible will be held face to face at the ARMOUR Centre, Bovington.

D.19 If it is not possible to hold face to face meetings Tenderers may request conferencing via Microsoft Teams.

D.20 You will be advised if there is a need to undertake negotiations remotely due to further restrictions as a result of Covid-19 or any other such instance.

Stage 3: Final Tender Submission and Final Evaluation

D.21 After the negotiations have concluded Tenderers will have two weeks (10 working days) to submit their Revised and Final Tender which provides the opportunity to incorporate all of the agreed changes discussed during the negotiations. In order to assist the evaluation process an executive summary should be provided highlighting all of the amendments, along with the use of tracked changes throughout the Revised Tender submission. The revised submission shall be submitted through the Defence Sourcing Portal (DSP). The final submission will be evaluated in line with Sections D.25 to D.30 of the DEFFORM 47.

D.22 It is recognised that following negotiation individual line item prices in the Pricing Matrix may vary from the original indicative tender. The final Pricing Matrix will be used for evaluation purposes.

D.23 Only the elements that have changed in the Revised Tender will be re-evaluated. Where the proposal has not changed the original evaluation score will be retained.

D.24 The winning tenderer will be the tenderer who has been assessed as providing the best weighted value for money index in accordance with Section D.30 of the DEFFORM 47.

D.25 Tenderers are to submit their final proposals ensuring that the following elements are addressed:

Stage 3 – Final Bid Submission	Marking Scheme/Award Criteria
Return completed DEFFORM 47 Annex A (Offer)	PASS/FAIL
Deliver in full all the mandatory requirements as set out in Schedule 2 – The Statement of Requirement	YES – PASS
Question 1 on the Technical Requirement of Response and Social Value attachment.	NO - FAIL
ASC (701434377) Contract Terms and Conditions (including Schedules)	By submitting a Tender against this requirement, you confirm unqualified acceptance of the Contract T&C's as per the document entitled ASC Contract Terms and Conditions (including Schedules)
Pricing Matrix	
Failure to Return a completed Pricing Matrix will result in the tender being found non-compliant – FAIL	PASS/FAIL

Stage 3 – Final Bid Submission	Marking Scheme/Award Criteria																								
<p>Deliver Technical Proposal to the Technical Requirement of Response and Social Value</p> <p>NB: Only the final proposal will be considered for technical scoring and evaluation purposes in order to identify the winning Tenderer.</p>	<p>Questions 2 to 12 scored out of 10000, in accordance with the scoring methodology detailed within the Technical Requirement of Response and Social Value attachment.</p> <p>At the final tender evaluation stage minimum scores will be required for each technical question:</p> <table> <tr> <th>Technical Questions</th><th>Minimum Score Required</th></tr> <tr> <td>Q2 - Contract Mgmt. and Admin</td><td>10</td></tr> <tr> <td>Q3 - Training Design and Development</td><td>30</td></tr> <tr> <td>Q4 - AFVSR Training Delivery</td><td>30</td></tr> <tr> <td>Q5 - Stores Mgmt. Technical</td><td>10</td></tr> <tr> <td>Q6 - Stores Mgmt. General</td><td>10</td></tr> <tr> <td>Q7 - Physical Training and Gym Services</td><td>10</td></tr> <tr> <td>Q8 - AFV Vehicle Support</td><td>30</td></tr> <tr> <td>Q9 - Motor Transport</td><td>10</td></tr> <tr> <td>Q10 - Continuous Service Improvement (betterment)</td><td>10</td></tr> <tr> <td>Q-11 - Transition Plan</td><td>10</td></tr> <tr> <td>Q-12 – Social Value</td><td>10</td></tr> </table> <p>Final Tender responses will also need to achieve a pass of <u>60%</u> (6000) or above in the Technical Questions 2 to 12 of the Technical Requirement of Response and Social Value.</p>	Technical Questions	Minimum Score Required	Q2 - Contract Mgmt. and Admin	10	Q3 - Training Design and Development	30	Q4 - AFVSR Training Delivery	30	Q5 - Stores Mgmt. Technical	10	Q6 - Stores Mgmt. General	10	Q7 - Physical Training and Gym Services	10	Q8 - AFV Vehicle Support	30	Q9 - Motor Transport	10	Q10 - Continuous Service Improvement (betterment)	10	Q-11 - Transition Plan	10	Q-12 – Social Value	10
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Q-12 – Social Value	10																								

Submission of Supplementary Information

D.26 Additionally, at the final evaluation stage the following plans **will** be required. These should be submitted as mature drafts. The plans will be reviewed by the Authority but will not be evaluated. After contract award the winning Tenderer will be required to work with the Authority, during the transition period, to mature the drafts to a final version. Please note that these plans will support service delivery and will be reviewed at least once a year during the life of the contract.

Plans to be submitted as per Schedule 3

Ser	Document Name	Level of detail	SOR Ref
1	Contract Management Plan	Full narrative	1.1.1
2	Transition Plan	Full narrative	1.3.1
3	Risk Management Plan	Full narrative	1.3.2
4	Exit Plan	Headings only	1.3.3

Ser	Document Name	Level of detail	SOR Ref
5	Quality Management Plan	Full narrative	1.4.1
6	Health, Safety and Environmental Protection Plan	Full narrative	1.5.1
7	Out of Hours Call out Plan	Full narrative	1.7.1
8	Business Continuity and Disaster Recovery Plan (there will be a requirement to run a live test of this process in the first 4 months post Vesting Day – that is between 1 April and 31 July 2023)	Full narrative	1.8.1
9	Social Value Action Plan (Technical Requirement of Response and Social Value)	Full narrative	Related to Technical Question 11
10	*Cyber Implementation Plan (if required, see Paragraph XX below)	Full narrative	N/A

*** Cyber Requirement**

D.27 Cyber Essentials has been assessed by the Authority using the Cyber Security Tool – The risk level is MODERATE and the RAR Code is PWX78Y2B. A Cyber Essentials Plus certificate should be available at contract award.

D.28 Exceptionally this Cyber certification can be obtained by Vesting Day (1 April 2023) as long as relevant Tenderers have brought this to the attention of the Authority. The approval MUST include agreement of a Cyber implementation Plan that will deliver compliance with the Cyber Essentials Plus Certification by Vesting Day (1 April 2023).

D.29 **In the event of two or more Tenders being awarded exactly the same winning total, the Authority shall choose the Tender with the highest Technical score. In the event that the Technical scores are also exactly the same, the Authority reserves the right to request Best & Final Offers from the Tenderers concerned.**

D.30 Final Evaluation Assessment – Worked Example

The Tender Evaluation will be on the basis of:

- **Weighted Value for Money (as demonstrated in the equation and worked example below)**

The overall tender score is calculated as follows:

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

Where:

wQ = weighting of non-cost criteria

wC = weighting applied to cost

This competition will be evaluated using the Weighted Value For Money Index (WVFMI) methodology with a greater weighting given to the non-cost elements (technical and social) over cost – within the non-cost elements the technical carries the majority of the available marks. This emphasis on technical quality has been highlighted throughout the procurement and remains within the final stage.

The relative impact of the weightings is not obvious when using the WVFMI as mathematics behind the indexation are more complex than have previously been used. The relationship between the elements are also inter-dependent thus it is not possible to predict the absolute relationship desired (60% technical, 10% social, 30% cost) in advance; that said, modelling has been undertaken to select values that are most likely to achieve that relationship.

The calculation process is as follows:

All non-cost scores are evaluated, being given a score of 0, 10, 30, 70, or 100.

These scores are then multiplied by the weighting (which totals 82 for technical and 18 for social)) for that element into a value out of 100; thus for technical: Score * weighting; these are then added to make a single non-cost score.

Finally the weighted non-cost score is raised to the power of 55/45 and divided by the Net Present Value of the costs for the duration of the contract taken from the cost input sheet as per the instructions; this gives the Weighted Value For Money Index with the higher score being judged the best value for money.

Some worked examples follow:

		Weighting (A)	Max Score (B)	Example Score 1 (C)	Example Weighted Score 1 (D)*	Example Score 2 (E)	Example Weighted Score 2 (F)*	Example Score 3 (G)	Example Weighted Score 3 (H)*
2	Contract Mgmt	6	100	100	600	100	600	30	180
3	Training Design	10	100	100	1000	30	300	100	1000
4	Training Delivery	25	100	100	2500	100	2500	30	750
5	Stores (T)	7	100	70	490	30	210	100	700
6	Stores (G)	7	100	100	700	100	700	30	210
7	PT and Gym	3	100	70	210	30	90	100	300
8	AFV Vehicle Support	10	100	100	1000	100	1000	30	300
9	Motor Transport	3	100	70	210	30	90	100	300
10	CSI	7	100	100	700	100	700	30	210
11	Transition	4	100	70	280	30	120	100	400
12	Social Value	18	100	100	1800	100	1800	100	1800
	TOTAL NON-COST SCORE	100	1100	980	9490	750	8110	750	6150
	% NON-COST SCORE				95%		81%		62%

*Weighted score is calculated using example score multiplied by the weighting (A) for each element.

The scoring shows the emphasis over the different weightings for each question set, for example, although Tender 2 and 3 scored the same, the importance of the weightings show the impact to the total non-cost score, resulting in Tender 2 having over 30% higher non-cost score than Tender 3.

Ranking	Non-Cost Score	Non-Cost Weighted Index**	NPV (£m)	Weighted Value for Money Index***	Ranking
Tender 1	9490	72628	100	726.28	1
Tender 2	8110	59937	85	705.14	2
Tender 3	6150	42741	70	610.59	3

** Non-Cost Weighted Index is calculated using the Non-Cost score^{^(55/45)}

***Weighted Value for money Index is calculated using the Non-Cost Weight Index divided by the NPV (to 3 decimal places)

This example re-enforces the importance of the technical element, showing the divergence created in generating the Non-Cost Weighted index from the Non-Cost Score. Thus although Tender 2 is over 20% more expensive than Tender 3, the swing in the non-cost scoring results in Tender 2, having a significantly higher Weighted Value for Money Index than Tender 3.

Section E – Instructions on Submitting Tenders

Submission of your Tender

E1. Your Tender and any ITN Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by **MIDDAY** (12:00 NOON) on **Monday 1 November 2021**. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. 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 **ASC-701434377-ITN**.

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 the ARMY LWC Commercial Officer via the DSP (or exceptionally via the ArmyComrcl-LWC-Mailbox@mod.gov.uk) 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 ITN documentation into the DSP. You must contact the ARMY LWC Commercial Officer via the DSP (or exceptionally via the ArmyComrcl-LWC-Mailbox@mod.gov.uk) 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 not been split into lots.

Variant Bids

E8. The Authority will not accept variant bids.

Samples

E9. Samples are not required.

Section F – Conditions of Tendering

F1. The issue of ITN Documentation or ITN 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 ITN 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 ITN 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 ITN;
- 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 ITN 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 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;
- i. choose not to award any Contract as a result of the current tender process;
- j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low.

F3. The Contract will be entered into when the Authority sends written notification of its entry into the Contract, via a DEFFORM 159. Write notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C3.

Conforming to the Law

F4. You must comply with all applicable 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);

- e. 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 a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158s are sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

Publicity Announcement

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

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

Sensitive Information

F15. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.

F16. For these purposes, the Authority may share within Government any of the Tenderers documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any sensitive material in the DEFFORM 539A and consent to these terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

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

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

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

Specific Conditions of Tendering

F21. Transfer of Undertakings (Protection of Employment) – TUPE

Applicability Of TUPE

- a. 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 re-let 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 Tender 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.
- b. 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

- c. TUPE information in respect of the current employees is provided at Appendix 1 (redacted). 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
- d. The information detailed at Appendix 1 (redacted) has been obtained from the contractor currently undertaking this task. 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.

F22. Intellectual Property Rights for Outsourcing – Third Party Property Rights for Outsourcing

- a. It is proposed that information as used by the Authority relevant to the performance of any resultant contract will be made available to the winning Tenderer exclusively for the performance of services specified under the Contract for the MOD.
- b. Any request for payment of licence fees for the use of information to be provided by the Authority under paragraph F22. A should be referred to the Authority when submitting the Tender or responding to an offer of Contract from the Authority, and no agreement entered therefor without the consent of the Authority. You must exclude any proposed charges for access to or use of the information from the Tender price.
- c. The Tenderer should make their own arrangements, as necessary, directly with any original supplier of equipment to be repaired or maintained under the resultant Contract for the provision of technical assistance and support. You must include the cost of securing any services in necessary in the Tender price. You should include details of such arrangements when submitting your Tender or responding to an offer of Contract from the Authority.
- d. In addition, the Tenderer, when tendering or responding to an offer of Contract from the Authority, shall provide to the Authority in writing:
 - i. details of arrangement they propose to make to maintain the confidentiality of information provided under paragraph F22 a.
 - ii. details of any proposed use of information to be provided under the Contract otherwise for the exclusive performance of services under the Contract for the MOD and as currently carried out by the Authority, including any Intellectual Property Right known to the Tenderer which is not covered by Paragraphs F22 a to c above and which may be required for the purpose of tendering for or performing the Contract; and
 - iii. a statement setting out full details of any licence or other agreement (whether royalty bearing or not) or legal restraint relating to any other Intellectual Property considered necessary for the performance of the proposed work. No payment for use of such Intellectual Property Rights will be allowed as part of the Contract price or otherwise reimbursed by the Authority to the contractor unless it shall have been specifically agreed to by the Authority.
- e. In the event of the Tenderer proposing to Sub-Contract for the purpose of any resultant Contract, they must notify Tenders for Sub-Contracts of the same notices and instructions given for the main Contract by Paragraphs F22 a to d of this Condition of Tendering.

F.23 Sustainable Development

- a. The Authority is very committed to achieving sustainable development goals through educating the supply chain, developing performance measures and sharing best practice. This is not a condition to working with the Authority now or in the future, nor part of the Contract. It is however a commitment on our part to encourage and support sustainable development and we are committed to working with you to this end. The Authority very much hopes that you share this commitment and we will discuss sustainable development further with the successful Tenderer during the performance of any resultant Contract.

F.24 Joint Statement on Access to Skills, Trade Unions and Advice in Government Contracting

- a. The Government is committed to improving the quality of services delivered under our Contracts and improving the skills of those working on these. This is an ideal shared by the Confederation of British Industry and Trade Union Conference and the Authority encourages all Tenderers to demonstrate their commitment to improving the skills of their workforce. This can be done by signing up to the Sustainable Workforce Pledge. This is not a condition of working with the Authority now or in the future, nor part of the Contract. It is however a commitment on your part to actively encourage and support your staff to gain skills and we are committed to working with you to this end. The Authority very much hopes you will want to show your commitment in this way, and we will discuss skills improvement further with the successful Tenderer during the performance of any resultant Contract.
- [The Apprenticeship Website](#) provides further information about apprenticeships including a full list of available frameworks can be found.
 - Further information on the Sustainable Workforce Pledge is available via the [ProSkills Website](#).

Ministry of Defence

TENDER SUBMISSION DOCUMENT – ASC ITN 701434377

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

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

with regards to SMEs?			
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?	Yes * / No		
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A		
Do the Contractor Deliverables, 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 ITN?	Yes / No		
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).			
Tenderer's Declaration of Compliance with Competition Law			
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether legally binding. In particular:</p> <ul style="list-style-type: none"> a. the offered price has not been divulged to any Third Party; b. no arrangement has been made with any Third Party that they should refrain from tendering; c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion; d. no discussion with any Third Party has taken place concerning the details of either's proposed price; and e. no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government tender processes, including value for money and related purposes. We certify that we have identified any sensitive material in the Tenderer's Commercially Sensitive Information Form (DEFFORM 539A).</p>			
Dated this..... day of Year			
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Signature: (Must be original) </td> <td style="width: 50%; vertical-align: top;"> In the capacity of (State official position e.g. Director, Manager, Secretary etc.) </td> </tr> </table>		Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)
Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)		
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number: Dunn And Bradstreet number:		

Information on Mandatory Declarations

IPR Restrictions

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

Notification of Foreign Export Control Restrictions

5. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority 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 Defence Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the Contract.

Import Duty

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

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

13. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate 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 **MODERATE**. The Risk Assessment Reference is **PWX78Y2B**. Tenderers are required to complete the Suppliers Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Security Implementation Plan as appropriate.

Sub-Contracts Form 1686

15. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. Form 1686 and further guidance can be found in the Cabinet Office's Contractual Process.

Small and Medium Enterprises

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

17. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their Sub-Contractors are encouraged to make their own commitment and register with the Prompt Payment Code.

18. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policies and our SME Action Plan can be found at Gov.UK and the DSP.

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

Transparency, Freedom Information and Environmental Information Regulations

20. The Authority shall publish notification of the Contract and publish Contract documents where required following a request under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition between suppliers.

21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's 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.

22. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2004 ("the EIR").

23. You must complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A, SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.

24. You should note that while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

25. Tenderers must note that use of the 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

26. In accordance with paragraph A31, if your circumstances have changed, please select 'Yes' to the appropriate question on DEFFORM 47 Annex A and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

27. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

Defence Safety Authority (DSA) Requirements

28. There are no DSA Requirements.

Bank or Parent Company Guarantee

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