

Your Reference:

Our Reference: FTS5/SACC/0003

Date: 12th September 2018

Dear Sirs,

Invitation to Tender (ITT) Reference No. FTS5/SACC/0003 – For the ‘Provision of Problem Evaluation Services (PES) [REDACTED]

1. You are invited to tender for the Authority’s requirement for the provision of **Problem Evaluation Services (PES)** [REDACTED] under the Framework Agreement for Technical Support 5 (FATS 5) in competition in accordance with the attached documentation.
2. The requirement is for “Provision of Problem Evaluation Services (PES) [REDACTED]
3. This is a Category G1 requirement and funding has been approved for Lines 1, 2, 3, 4 and 5 of the Schedule of Requirements. Option(s) 1, 2 and 3 in their entirety are **NOT Funded at present**, Funding will be obtained by the Authority prior to the Authority exercising the OPTION, if the option(s) are required to be exercised.
4. The anticipated date for the contract award decision is **19th November 2018**. Please note that this is an indicative date and may change.
5. You must submit your Tender to arrive no later than the **17th October 2018 at 10:00am**. You must return your Tender to the Tender Board noted in the Table at 1.8 of the Special Notices and Instructions to Tenderers (SNITS). You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.
6. Please confirm receipt of this tender to the Commercial Officer stated at the above address.

Yours faithfully,

[REDACTED]
Commercial Officer

DOCUMENT CONTROL

VERSION	DATE	COMMENTS
1.0	12/09/2018	SNITS issued to industry with the Invitation to Tender pack for FTS5/SACC/0003 Requirement -
<u>2.0</u>	<u>03/10/2018</u>	<p><u>Amendment to Tender FTS5/SACC/0003 No. 1 Issued to all Suppliers outlined in the List of Suppliers table below. The Amendment to Tender No. 1 changes are detailed as follows;</u></p> <ol style="list-style-type: none"> 1) <u>The SNITS (this) Document Control Table and SNITS Version number.</u> 2) <u>DRAFT Tasking Order Form – Schedule of Requirements and Version Control</u> 3) <u>Annex A to the DRAFT TOF - Statement of Work – Page 20</u> 4) <u>Annex D to the DRAFT TOF – Government Furnished Assets – Page 4</u>

List of Suppliers Invited to Submit a Tender for ITT No. FTS5/SACC/0003

	Supplier Name	Supplier Address and Phone No	Supplier Point of Contact	
1	3SDL Ltd	Malvern Hills Science Park, Geraldine Road, Malvern, WR14 3SZ	[REDACTED]	[REDACTED]
2	Actica Consulting Ltd	4 Stirling House, Stirling Road, Surrey Research Park, Guildford, Surrey, GU2 7RF	[REDACTED]	[REDACTED]
3	Advanced Systems Understanding Ltd	Unit 16, Gosport Business Centre, Aerodrome Road, Gosport, Hampshire, PO13 0FQ	[REDACTED]	[REDACTED]
4	Airbus Defence and Space Ltd	Hawthorn Site, 1001 Skynet Drive, Corsham, Wiltshire, SN13 9NP	[REDACTED]	[REDACTED]
5	Allyance Ltd	Bristol and Bath Science Park, Dirac Crescent, Emersons Green, Bristol, BS16 7FR	[REDACTED]	[REDACTED]
6	Altran UK Ltd	22 St Lawrence Street, Southgate, Bath, BA1 1AN	[REDACTED]	[REDACTED]
7	Atkins Ltd	The Hub, 500 Park Avenue, Aztec West, Almondsbury, Bristol, BS32 4RZ	[REDACTED]	[REDACTED]
8	Atlas Elektronik UK Ltd	Dorset Innovation Park, Winfrith Newburgh, Dorchester, Dorset, DT2 8ZB	[REDACTED]	[REDACTED]
9	Autonomous Surface Vehicles Ltd	Unit 12, Murrills Estate, Portchester, Hampshire, PO16 9RD	[REDACTED]	[REDACTED]
10	Babcock	Lincoln House, Wellington	[REDACTED]	[REDACTED]

	Information Analytics & Security	Crescent, Fradley Business Park, Lichfield, Staffordshire, WS13 8RX		
11	Babcock Marine (Rosyth) Ltd	Babcock House, Building 210, The Close, Bristol, BS16 1FJ	[REDACTED]	[REDACTED]
12	BAE Systems (Operations) Ltd - Military Air and Information	W427A - DI Commercial, Warton Aerodrome, Preston, Lancashire, PR4 1AX	[REDACTED]	[REDACTED]
13	BAE Systems (Operations) Ltd, Electronic Systems. Rochester	Marconi Way, Rochester, Kent, ME1 2XX	[REDACTED]	[REDACTED]
14	BAE Systems Applied Intelligence Ltd	Chelmsford Office & Technology Park, West Hanningfield Road, Great Baddow, Chelmsford, Essex, CM2 8HN	[REDACTED]	[REDACTED]
15	Blue Bear Systems Research Ltd	4 Highfield Parc, Highfield Road, Oakley, Bedford, MK43 7TA	[REDACTED]	[REDACTED]
16	BMT Defence and Security UK Limited	Maritime House, 210 Lower Bristol Road, Bath, BA2 3DQ	[REDACTED]	[REDACTED]
17	Boeing Defence UK Ltd	Dakota House, 630 Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ	[REDACTED]	[REDACTED]
18	C3IA Solutions Ltd	Unit B, The Outlook, Ling Road, Poole, Dorset, BH12 4PY	[REDACTED]	[REDACTED]
19	Cadmidium Services Ltd	Kingsley House, Church Lane, Shurdington, Cheltenham GL51 4TQ	[REDACTED]	[REDACTED]
20	Cervus Defence & Security Ltd	Heywood House, Westbury, Wiltshire, BA13 4NA	[REDACTED]	[REDACTED]
21	CGI IT UK Ltd	Keats House, The Office Park, Springfield Drive, Leatherhead, KT22 7LP	[REDACTED]	[REDACTED]
22	Copernicus Technology Ltd	Birchfield House, Urquhart, Elgin, Scotland, IV30 8LR	[REDACTED]	[REDACTED]
23	e2E Services Ltd	3 Silver Court, Watchmead, Welwyn Garden City, AL7 1LT	[REDACTED]	[REDACTED]
24	Envitia Ltd	North Heath Lane, Horsham, RH12 5UX	[REDACTED]	[REDACTED]
25	Frazer-Nash Consultancy Ltd	1 Lower Lamb Street, Bristol, BS1 5UD	[REDACTED]	[REDACTED]
26	Helyx Secure Information Systems Ltd	2 Hanley Court, Brockridge Park, Twynning, Tewkesbury, Gloucestershire, GL20 6FE	[REDACTED]	[REDACTED]

27	HuSys Ltd	Little Springfield, 77 North Road, Hythe, CT21 5ET	[REDACTED]	[REDACTED]
28	Interactive Technical Solutions Ltd	2 York Place, Knaresborough, HG5 0AA	[REDACTED]	[REDACTED]
29	Inzpire Ltd	Landmark House West, Unit 1B, Alpha Court, Kingsley Road, Lincoln, LN6 3TA	[REDACTED]	[REDACTED]
30	ITS Testing Services (UK) Ltd	Centre Court, Meridian Business Park, Leicester, LE19 1WD	[REDACTED]	[REDACTED]
31	ITSUS Consulting Ltd	4 Earlswood Road, Llanishen, Cardiff, CF14 5GH	[REDACTED]	[REDACTED]
32	Jacobs UK Ltd	2 Glentworth Court, Lime Kiln Close, Stoke Gifford, Bristol, BS34 8SR	[REDACTED]	[REDACTED]
33	L-3 Communication s ASA Ltd	Rusint House, Harvest Crescent, Fleet, Hampshire, GU51 2QS	[REDACTED]	[REDACTED]
34	LA International Computer Consultants Ltd	International House, Festival Way, Stoke on Trent, Staffordshire, ST1 5UB	[REDACTED]	[REDACTED]
35	Leidos Ltd	Unit G8, Stirling House, Denny End Road, Waterbeach, Cambridge, CB25 9PB	[REDACTED]	[REDACTED]
36	Leonardo MW Ltd	Sigma House, Christopher Martin Road, Basildon, Essex, SS14 3EL	[REDACTED]	[REDACTED]
37	Lockheed Martin UK Amphill Ltd	Reddings Wood, Ampthill, MK45 2HD	[REDACTED]	[REDACTED]
38	Lockheed Martin UK Ltd acting through its MST division	The Torishima Building, Brook Lane, Westbury, Wiltshire, BA13 4ES	[REDACTED]	[REDACTED]
39	Marshall of Cambridge Aerospace Ltd	The Airport, Newmarket Road, Cambridge, CB5 8RX	[REDACTED]	[REDACTED]
40	MASS Consultants Ltd	Enterprise House, Great North Road, Little Paxton, St Neots, Cambridgeshire, PE19 6BN	[REDACTED]	[REDACTED]
41	Musketeer Solutions Ltd	14 Commerce Road, Lynch Wood, Peterborough, PE2 6LR	[REDACTED]	[REDACTED]
42	NATS Services Ltd	4000 Parkway, Whiteley, Fareham, PO15 7FL	[REDACTED]	[REDACTED]
43	Newman & Spurr Consultancy Ltd	Norwich House, Knoll Road, Camberley, Surrey, GU15 3SY	[REDACTED]	[REDACTED]
44	Nova Aerospace Pty Ltd (Nova Group) T/A	Unit 7, Brabazon Business Park, Golf Course Lane, Filton, BS34 7PZ	[REDACTED]	[REDACTED]

	Nova Systems			
45	Optima Systems Consultancy Ltd	Ground Floor, Heron House, Unit 7 Thornbury Office Park, Midland Way, Thornbury, Bristol, BS35 2BS	[REDACTED]	[REDACTED]
46	Osprey Consulting Services Ltd	1 The Bullpens, Manor Court, Herriard, Basingstoke, RG25 2PH	[REDACTED]	[REDACTED]
47	PA Consulting Services Ltd	10 Bressenden Place, London SW1E 5DN	[REDACTED]	[REDACTED]
48	Phine Consortium Limited	Hill House, Old Coach Road, Ford, Chippenham, SN14 8RS	[REDACTED]	[REDACTED]
49	Plextek Services Ltd	The Plextek Building, London Road, Great Chesterford, Saffron Walden, Essex, CB10 1NY	[REDACTED]	[REDACTED]
50	Pulse Power and Measurement Ltd	65 Shrivenham Hundred Business Park, Watchfield, Swindon, SN6 8TY	[REDACTED]	[REDACTED]
51	QinetiQ Ltd	Room A012, Woodward Building, Malvern Technology Centre, St Andrews Road, Malvern, WR14 3PS	[REDACTED]	[REDACTED]
52	R2B2 Ltd	Wyse Hill House, Fleet Hill, Wokingham, RG40 4JR	[REDACTED]	[REDACTED]
53	Raptor Consultancy Services Ltd	18 Long Ashton Road, Long Ashton, Bristol, BS41 9LD	[REDACTED]	[REDACTED]
54	RED Scientific (FATS) Ltd	1 Oriol Court, Omega Park, Alton, Hampshire, GU34 2YT	[REDACTED]	[REDACTED]
55	Redstone Software & Research Ltd	PO Box 172, Petersfield, Hants, GU31 4WU	[REDACTED]	[REDACTED]
56	Rina Consulting Defence Limited	Cleeve Road, Leatherhead, Surrey, KT22 7SA,	[REDACTED]	[REDACTED]
57	RJD Technology Ltd	8 The Green, Rowlands Castle, Hampshire, PO9 6BN	[REDACTED]	[REDACTED]
58	Roke Manor Research Ltd	Roke Manor, Old Salisbury Lane, Romsey, SO51 0ZN	[REDACTED]	[REDACTED]
59	RSL Project Solutions Ltd	The Portway Centre, Old Sarum, Salisbury, SP4 6EB	[REDACTED]	[REDACTED]
60	SA Group Ltd	Heywood House, Westbury, BA13 4NA	[REDACTED]	[REDACTED]
61	SciSys UK Ltd	Methuen Park, Chippenham, SN14 0GB	[REDACTED]	[REDACTED]
62	Serbus Ltd	The Granary, Whitehall Farm, Hampton Bishop, Hereford, HR1 4LB	[REDACTED]	[REDACTED]
63	Serco Ltd	UK Central Government Division, Enterprise House, 11 Bartley Wood	[REDACTED]	[REDACTED]

		Business Park, Bartley Way, Hook, Hampshire, RG27 9XB		
64	Sesanti Ltd	Lambda House, Fairview Road, Weyhill, Andover, SP11 0ST	[REDACTED]	[REDACTED]
65	Symetrica Security Ltd	Roman House, 39 Botley Road, North Baddesley, Southampton, SO52 9AE	[REDACTED]	[REDACTED]
66	Synoptix Ltd	The Vicarage, Stoke View Road, Bristol, BS16 3AE	[REDACTED]	[REDACTED]
67	SyntheSys Systems Engineers Ltd	St Hilda's Business Centre, Whitby, YO22 4ET	[REDACTED]	[REDACTED]
68	Systems Engineering & Assessment Ltd	Beckington Castle, 17 Castle Corner, Beckington, Frome, Somerset, BA11 6TA	[REDACTED]	[REDACTED]
69	Thales Alenia Space UK Ltd	Building 660, Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ	[REDACTED]	[REDACTED]
70	Thales UK Ltd	350 Longwater Avenue, Green Park, Reading, Berkshire RG2 6GF	[REDACTED]	[REDACTED]
71	Top Cover Solutions Ltd	Pear Tree House, Wells Road, Wookey, Nr Wells, BA5 1LQ	[REDACTED]	[REDACTED]
72	TP Group plc	A2/1064 Cody Technology Park, Farnborough, Hants, GU14 0LX	[REDACTED]	[REDACTED]
73	TPG Maritime Limited	A2/1064 Cody Technology Park, Farnborough, Hants, GU14 0LX	[REDACTED]	[REDACTED]
74	Weatherhaven Global Solutions Ltd	Oakley's Yard, Gatehouse Road, Rotherwas Industrial Estate, Hereford, HR2 6LR	[REDACTED]	[REDACTED]
75	Wood Environment & Infrastructure Solutions UK Limited	Gables House, Kenilworth Road, Leamington Spa, Warwickshire, CV32 6JX	[REDACTED]	[REDACTED]
76	Xi Systems Ltd	Unit 3, Great Bow Wharf, Bow Street, Langport, Somerset, TA10 9PN	[REDACTED]	[REDACTED]

INVITATION TO TENDER FTS5/SACC/0003

SPECIAL NOTICES AND INSTRUCTIONS TO TENDERERS

FOR

THE PROVISION OF PROBLEM EVALUATION SERVICES (PES)

[REDACTED] [FTS5/SACC/0003]

THIS DOCUMENT IS THE PROPERTY OF HER BRITANNIC MAJESTY'S GOVERNMENT.

THE CONTENTS OF THIS INVITATION TO TENDER MUST NOT BE DISCLOSED TO UNAUTHORISED PERSONS AND MUST BE USED ONLY FOR THE PURPOSES OF TENDERING.

SECTION 1 - TENDER ADMINISTRATION

1.1 INTRODUCTION

- 1.1.1 The Ministry has a requirement for the 'Provision of Problem Evaluation Services (PES) [REDACTED] You are hereby invited to submit a **FIRM** (i.e. not subject to variation in any respect) price Tender for Line Item 1, OPTION 1, OPTION 2 and OPTION 3 (3.1) of the Schedule Requirements (SoR), **as well as** an individual **FIRM** price for each element (i.e TIDS SE CWE Learning from Experience (LFE) Information Authoring, TPEG Meetings, Trials witnessing and Independent Technical Reporting) identified in Line Items 2, 3, 4, and OPTION 3.2, 3.3 and 3.4 in the Schedule of Requirements, whereby the Firm Price for each element will be multiplied by the amount identified for that element in the SoR to formulate an overall Limit of Liability for each line. The Requirements for each Line Item and Options under the Schedule of Requirements are detailed within the attached Statement of Work and the Terms and Conditions attached. The Tenderer should ensure that these instructions are read and fully understood prior to compiling his response.
- 1.1.2 This Document has been devised for the use of the Authority and its Contractors in the execution of contracts for the Authority and, subject to the Unfair Contract Terms Act 1977, the Authority will not be liable in any way whatever (including, but without limitation, negligence on the part of the Authority, its servants, or agents) where the document is used for other purposes.
- 1.1.3 This Invitation to Tender comprises:
- a. Special Notices & Instructions to Tenderers (SNITs);
 1. Annex A – Technical Compliance Matrix
 2. Annex B – Commercial Compliance Matrix
 3. Annex C – DEFFORM 28 – Tender Return Label
 - b. FATS5/SACC/0003 Tasking Order Form, including:
 1. Schedule of Requirements;
 2. Statement of Requirements;
 3. Terms and Conditions of Contract;
 4. Appendices to Contract -
 - a. DEFFORM 111 - Addresses and Other Information
 - b. Confidentiality Agreement
 - c. Price Summary

- d. Montreal Protocol Substances and
 - e. Tenderer's Commercially Sensitive Information.
5. Annex A – SOW Inclusive of (Annex A)
 - a. Annex A: Work in Progress Certificate.
 6. Annex B – Additional Conditions
 7. Annex C – Security Aspects Letter (SAL)
 8. Annex D – Government Furnished Assets

1.2 ACCESS TO INFORMATION

- 1.2.1 The Authority is committed to a competitive procurement in which, as far as practicable, a “level playing field” is maintained by the equal availability of information to all Tenderers. The Authority also believes that it is essential that there is continuing dialogue between Tenderers and the Authority during the bid preparation phase to ensure that proposals address key issues and effort is not expended on proposals and issues that are unlikely to be accepted or relevant to assessment and negotiation.
- 1.2.2 Any dialogue between Tenderers and the Authority during the bid preparation phase will be held on a commercial-in-confidence basis. The Authority will retain the right to advise all Tenderers of issues that arise that identify errors or omissions in the ITT documentation that would prejudice the receipt of proper responses if not addressed, and any issue raised during discussions or requests for clarification/information that they should be given equal visibility to all Tenderers.
- 1.2.3 Tenderers should note that all correspondence undertaken by the Authority will be on a “**SUBJECT TO CONTRACT**” basis unless specifically advised to the contrary.
- 1.2.4 Tenderers must seek written approval (email will be sufficient) from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party.

1.3 TENDER EXPENSES

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.

1.4 CORRESPONDENCE

- 1.4.1 Any queries, whether of a Commercial or Technical nature, are to be addressed to the Commercial Branch as shown on DEFFORM 111 at Appendix 1 to Tasking Order Form.
- 1.4.2 Any questions raised by Tenderers will be treated in the following way:
 - a. If a question is asking for clarification, the question asked, and answer provided will be forwarded to all Tenderers.
 - b. If the question is considered by the Authority to be specific to that Tenderer's proposal it will be treated as commercial in confidence and will not be forwarded to any other Tenderer. The Tenderer should state when asking the question whether he considers it to be in this category to aid the Authority's decision process. If the Authority considers the question to be asking for clarification, it will inform the questioner of this prior to forwarding the information to other Tenderers.
 - c. The closing date for submission of clarification questions will be 12:00 Midday on **21st September 2018**.
- 1.4.3 The Authority will answer any questions by **17:00 on 02nd October 2018**

1.5 VALIDITY OF TENDER

- 1.5.1 Your Tender must be valid / open for acceptance for ninety (90) calendar days from the Tender return date. If successful, it is a Condition of this Invitation to Tender that the Winning Tenderer shall

irrevocably hold his Tender open for acceptance for the period starting with the day on which the Ministry announces its decision to award the Contract to the Winning Tenderer in accordance with the Tender and ending:

a) Thirty (30) days later; or

b) If legal proceedings challenging the award in favour of the Winning Tenderer are instituted prior to the entry into the contract, fourteen (14) days after the day on which such proceedings are finally determined.

1.5.2 VARIANT BIDS

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

The Authority cannot evaluate any Variant Bids during this competition.

1.6 FORMAT OF TENDER

1.6.1 All outer packaging must clearly distinguish between Commercial and Technical (PRICED) and Commercial and Technical (UN-PRICED) proposals.

You must label CDs containing electronic copies with 'Commercial and Technical (PRICED)' or 'Commercial and Technical (UN-PRICED)' The electronic copies of the Tenders must be compatible with Microsoft Word 10 and other MS Office 10 applications. If you password protect or encrypt any information on CDs, you must supply the password / use compatible encryption methods so that the Authority can access them. The use of Third Party encryption software is not permissible even where the Tenderer supplies copies of such Third-Party Software to the Authority, this is for the purposes of cyber security.

Pricing information must NOT be included in the Technical proposal or the Tender may be deemed non-compliant at the discretion of the Authority.

1.6.2 The Tender shall be submitted as follows:

	Hard Copy	CD ROM
Priced Commercial and Technical Proposal	2 Copies	1 Copy
Un-priced Commercial and Technical Proposal	3 Copies	1 Copy

Tenders must be submitted to the Authority using the Tender Return Label - DEFORM28 at Annex C to the SNITS by 10:00am on 17th October 2018. The Authority reserves the right to reject any Tender received after the stated date and time.

You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.

You must attach the enclosed Tender Return Label to the outer packaging of each envelope and box that contains your tender.

In the event of an extension to the Tender Return Date, the Tenderer must state the revised date on all Tender Return labels. For ease of reading please use 1.5-line spacing in Arial font.

1.6.3 You must ensure you include all relevant information in your tender. The Authority can only evaluate information that you include in your Tender. Please ensure all information that is Technical in nature which you wish to be assessed for the purposes of your Technical score is included within the Technical volume of the proposal and all Commercial information is included within the Commercial volume of the proposal. Information which is not included within the correct volume will not be assessed by the relevant assessors to acknowledge and score such information.

- 1.6.4 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 or Returned.

1.7 COMMERCIAL PROPOSAL

- 1.7.1 This Volume shall consist of, but shall not be limited to:

- ISO 9001 or equivalent Certification documents.
- A completed Commercial Compliance Matrix in MS Word format with your Tender Response, using the attached template at Annex B to the SNITS. If not already provided, a soft copy of the Commercial Compliance Matrix template can be made available upon request to the Authority's Commercial Officer (DEFFORM 111 box 1).
- Completed Appendix 3 (Price Summary) to the Draft Tasking Order Form
- Completed Appendix 5 Tenderer's Commercially Sensitive Information Form
- Compliance with CYBER Requirements: (See further information in the Commercial Compliance Matrix; Annex B to the SNITS)
 1. Further to DEFCON 658 the Cyber Risk level of the Contract is **MODERATE** as defined in DEFSTAN 05/138.
 2. Completion of CSM Supplier Assurance Questionnaire. Cyber Security Risk Assessment reference number – **RAR-JZ9GGFT9**.

The Commercial Compliance Matrix at Annex B should be cross referenced/completed and provided. The Tenderer is to respond specifically and fully to each paragraph of the Commercial Compliance Matrix at Annex B to the SNITS and show confirmation of acceptance of the terms as summarised. Any deviations shall be highlighted clearly to the Authority.

If associated comments are attached to an individual serial within the Commercial Compliance Matrix at Annex B which caveat or restrict Full Compliance with each criterion, the overall assessment of Full Compliance shall be determined by the Authority taking into consideration both the declared level of compliance and the tenderers comments.

The Tenderer's FIRM price offer for each of the Lines and Options specified on the Schedule of Requirements to the Schedule 3 Tasking Order Form. In the case of Line items 2, 3, 4 and Option(s) 3.2, 3.3, 3.4 specifically, this shall be the individual firm price per deliverable and the sum of the individual price multiplied by the stipulated maximums set out in the Schedule of Requirements.

The Authority requests that the Supplier provides a full price breakdown detailing a Firm Price per Deliverable/Task identified in the Statement of Work – Annex A to the Tasking Order Form.

The Firm price offer must be in Pounds Sterling.

In the event that competition is ineffective (only one Tender received) the Authority reserves the right to investigate the Tendered response in accordance with usual NAPNOC procedures.

As well as providing details of any partnership or consortium, the Tender response shall provide an overview of his **sub-contracting strategy**. This shall include but not be limited to :

- a. The name and address (Registered and correspondence address) of each sub-contractor,
- b. The Company's registered number
- c. The value of the sub-contract, including a price breakdown,
- d. The full scope of the proposed sub-contract.

If the Tenderer identifies that Travel and Subsistence is required to undertake the work under the Statement of Work, the Tenderer shall submit a Limit of Liability under Line Item 5, Option 1.1, 2.1 and 3.5 of the Schedule of Requirements to cover all associated costs, **based upon the agreed FATS 5 rates** in their tender response and **provide details of the assumptions and rates used to calculate them**; i.e. number of meetings, location, Motor Mileage Allowance, Hotel and Subsistence per day or overnight, Car Hire, Train etc. **The payment of T&S will be on an actuals basis and the frequency will be set as per the Final Tasking Order Form.**

1.7.2 TECHNICAL PROPOSAL

The Tenderer shall supply a diagram and description of the organisational structure of the Team. This shall include, but shall not be limited to:

- a. The Project Team organisation, showing job function and title with lines of responsibility between individuals,
- b. A detailed hierarchy diagram of the contractor team structure to include any sub-contractors. This diagram must show Individual team member responsibilities for individual Work Packages/Tasks, their security clearance level (incl. expiry dates), contact e-mail addresses, and phone number if available.
- c. Names of key personnel with full CVs detailing qualifications and experience,
- d. Reporting structure and methods,
- e. The Tender response shall define how resource conflicts and/or unavailability shall be dealt with. This shall include a clear definition of the management structure, detailing who shall take over in the event of a management element not being available.

1.7.3 The Tenderer, within his Technical response must clearly demonstrate that he has a thorough understanding of the requirements and associated risks; that he is able and willing to devote the resources necessary to meet those requirements, and has valid and practical solutions to satisfy them. Statements that indicate compliance and understanding, without supporting evidence, will be considered inadequate.

1.7.4 To aid the Authority's assessment of the Tender, the Tenderer shall use the Comments column in the Evaluation Matrix at Annex A to the SNITs to show either the relevant section and paragraph number or a hyperlink to where in your tender shows compliance with each of the Evaluation requirements.

1.7.5 **To aid the Authority's assessment of the Tender, the Tenderer shall further identify assumptions dependencies and exclusions (if any) in a single table, if assumptions, dependencies and exclusions are placed throughout the proposal, these shall be identified in the table with the correct associated reference point.**

1.7.6 Electronic Purchasing

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 can view information on CP&F and the methods to connect at MOD contracting, purchasing and finance: e-procurement system - Publications - GOV.UK. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant.

1.7.7 Government Furnished Assets

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.

Where GFA is requested in the Tender Proposal to assist in performing the Work, the request will be assessed by the Authority at Tender Evaluation and **MUST** be agreed prior to Contract Award. GFA will only be provided where it is a necessity to perform and deliver the contract. It is not guaranteed that GFA requested will be supplied by the Authority. Where the Authority agrees to supply GFA a full list will be itemised and proved as an Annex to the Final Tasking Order Form

1.8 KEY TENDERING ACTIVITIES

The Key Dates for This Procurement Are Currently Anticipated as Follows;

Stage	Date and Time	Initiated By	Submit to:
Issue of ITT	12 th September 2018	The Authority	All Tenderers
Date for confirmation of receipt of ITT documentation	19 th September 2018 by 17:00	Tenderers	e-mail to: [REDACTED] 100@MOD.GOV.UK MUST be copied to: [REDACTED] @mod.gov.uk
Final date for Clarification Questions / Requests for additional information	21 st September 2018 by 12:00 Midday	Tenderers	e-mail to: [REDACTED] @MOD.GOV.UK MUST be copied to: [REDACTED] @mod.gov.uk
The Authority issues answers and Clarifications	2 nd October 2018 by 17:00	The Authority	All Tenderers
Tender Return	By 10:00am 17 th October 2018	Tenderers	THE TENDER BOARD Commercial Project Enabling Team Defence Equipment and Support The Central Gatehouse/VCPMOD Abbey Wood South Bristol BS34 8JH
Tender Evaluation	18 th October 2018 -	The Authority	N/A
Contract Award Decision	19 th November 2018	The Authority	N/A

SECTION 2 - CONFLICT OF INTEREST

- 2.1 The Authority wishes to build and maintain confidence in the supply chain and to ensure adherence to the MOD's latest Conflict of Interest (COI) Policy statement.
- 2.2 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 or of any conflict that may arise, post contract award, as a result of performance of the contract.

- 2.3 Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum you 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 agreement (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.

- 2.4 The MOD policy on COI and the expected firewalls can be found at: <https://www.gov.uk/acquisition-operating-framework>
- 2.5 Tenderers must also consider where a COI could exist at sub-contract level, in their proposal for delivery of the *'Provision of Problem Evaluation Services (PES)* [REDACTED] and to ensure that Compliance Regime provisions are flowed down.
- 2.6 If any firewall arrangement is required, this should be signed off at board member level and submitted on request following Contract Award and supported by a confidentiality agreement where appropriate.
- 2.7 If no existing or potential conflict of interest exists, the Tenderer must provide a statement in their proposal to confirm that no existing or potential conflict of interest exists.

3 SECTION 3 - TENDER EVALUATION

- 3.1.1 This Section outlines the factors which will be considered when evaluating the Tender responses and ensuring that the competition process yields value for money to the Authority.
- 3.1.2 The Tenderer's response shall comply fully with the requirements of the Tender.
- 3.1.3 Tender responses will be subject to a full Commercial Evaluation as well as a Technical and Financial evaluation. The comparison of the Tenders will only be conducted for Commercially compliant tenders; comparisons will include both the Financial and Technical aspects.
- 3.1.4 For the purposes of Tender Evaluation Commercial compliance will be PASS/FAIL and shall be assessed against the self-assessed Commercial Compliance Matrix as at SNITS Annex B. Only fully (100%) Commercially Compliant Tenders will be taken forward to the Technical and Financial Evaluation stage.
- 3.1.5 The evaluation will be undertaken by two discrete teams; one evaluating the Commercial & Financial proposal the other team evaluating Technical proposal to ensure impartiality. The commercial / financial and Technical reviews will be undertaken separately and in strict isolation.
- The Technical Assessment team will objectively evaluate the Tenderers responses and supporting evidence using the confidence characteristics as identified in the Technical Compliance Matrix at Annex A. The Tenderer will be deemed technically non-compliant and will not receive a technical where they do not meet the minimum score for each criterion AND the overall percentage score of 70%.
- 3.1.6 The evaluation criteria for the Technical and Commercial proposals is attached at Annex A and Annex B to the SNITS.

3.1.7 The Tender will be evaluated using the **Most Economically Advantageous Tender method (MEAT)**.

A Winning Tenderer will be selected using the Most Economically Advantageous Tender (MEAT) award criteria.

The relative weighting between commercial, technical, and financial are:

- a. Commercial compliance = Pass / Fail;
- b. Technical content = 60%; and
- c. Financial/Price content = 40%;

This is a comparative score and the scoring method is worked out using the ratio and calculation below. The optimum is the highest technical score and lowest price, this together would get the highest total score. If you had the highest technical score but your price was double that of the lowest priced compliant Tender, this would receive a lower total score. The evaluation for is out of 100 (as this represents 100% of the total available score) **and is weighted 60% Technical and 40% Price.**

3.1.8 The price competed shall be the Firm Price for;

1. Firm price for **Line Item 1** of the Schedule of Requirements, the individual Firm Price per LFE Issue x 12 under **Line Item 2**, the individual Firm Price per TPEG Meeting price x 14 under **Line Item 3**, the individual Firm Price per Trial and Report x 12 under **Line Item 4**, the Firm Price for **OPTION 1, 2 and 3.1**, the individual Firm Price per LFE Issue x 12 under **Option 3.2** of the Schedule of Requirements, the individual Firm Price per TPEG Meeting price x 14 under **Option 3.3 AND** the individual Firm Price per Trial and Report x 12 under **Option 3.4** of the Schedule of Requirements.
2. The price competed will NOT include **Line Item 5, Option 1.1, Option 2.1 and Option 3.5** of the Schedule of Requirements for **Travel and Subsistence**.

The technical mark and the price of the Tender are allocated a score depending on the percentage difference from the highest technical mark and the lowest price. This ensures a consistent and fair result.

A score of 60 is given to the highest marked technically (providing the Tender is also commercially compliant) and the technical scores of the other Tenders calculated using a percentage difference method:

$$\text{Technical Score} = 60 \times \frac{\text{Tender Technical Mark}}{\text{Highest Technical Mark}}$$

The Tenderer will be deemed technically compliant where they meet the minimum criteria set out in the Technical Compliance Matrix as set out in Annex A to the SNITS.

A score of 40 is given to the Lowest Priced Technically and Commercially Compliant Tender (LPTCCT) and a score calculated for the price of each Tender using a percentage difference method:

$$\text{Pricing Score} = 40 \times \frac{\text{LPTCCT}}{\text{Tender Price}}$$

The technical and pricing scores are added together to give a total score. The successful Tender is the one with the highest total score.

In the event of two or more Tenders being awarded the same total score, the winning Tender shall be the Tender with the highest scoring technical mark; in the event the two or more Tenderers who receive the same total score also have the same Technical Score, the winning Tenderer shall be the Tenderer who scores the highest Technical Marks in the Key and Priority 1 Criteria as shown in Annex A to the SNITs.

3.1.8 WORKING EXAMPLE:

Scoring Technical

The technical scores for this example are worked out using the following calculation. The calculation uses tender C's marks, from the table below, as an example

$$\begin{aligned} \text{Technical Score} &= \text{Total Available Marks} \times \frac{\text{Tender Technical Mark}}{\text{Highest Technical Mark}} \\ &= 60 \times \frac{153}{176} \\ &= 60 \times 0.869 \\ \text{Technical Score} &= 52.16 \text{ (52.2 rounded to one decimal place)} \end{aligned}$$

Scoring Price

Using a similar calculation for **price**. Again, the following calculation uses tender C as an example:

$$\begin{aligned} \text{Pricing Score} &= \text{Total Available Marks} \times \frac{\text{Lowest Price Technically and Commercially Compliant Tender}}{\text{Tender Price}} \\ &= 40 \times \frac{\pounds 1,189,621}{\pounds 1,356,721} \\ &= 40 \times 0.877 \\ &= 35.07 \text{ (35.1 rounded to one decimal place)} \end{aligned}$$

The technical and pricing scores are shown for all 5 tenders in the table below;

Tender	Technical Mark	Technical Score	Commercial Compliance	Price	Pricing Score
A	176	60	Yes	£1,235,732	38.5
B	112	0	Yes	£950,000	Not scored, technically non-compliant
C	153	52.2	Yes	£1,356,721	35.1
D	151	51.5	Yes	£1,189,621	40
E	196	0	No	£1,798,598	Technically compliant but not allocated a score as commercially non-compliant

3.1.9 **Choosing the successful tender**

The technical and pricing scores are added together to give a total score that takes account of all award criteria. The successful tender is the one with the highest total score classified as 'commercially compliant' within the stated budget.

In this example, the score for Tender A is $60 + 38.5 = 98.5$, which makes it the winning tender when all other scores are calculated.

The Below table demonstrates the evaluation results using the percentage score method for the 'MEAT - combined technical and price' evaluation

Tender	Technical Score	Price	Pricing Score	Total Score	Outcome
A	60	£1,235,732	38.5	98.5	Successful tender, technically and commercially compliant, highest total score
B	0	£950,000	0	0	Unsuccessful tender, technically non-compliant so cannot be awarded the contract
C	52.2	£1,356,721	35.1	87.3	Unsuccessful tender, technically and commercially compliant, lower total score
D	51.5	£1,189,621	40	91.5	Unsuccessful tender, technically and commercially compliant, lower total score
E	0	£1,798,598	0	0	Unsuccessful tender, commercially non-compliant so cannot be awarded the contract

UPON COMPLETION OF THE TENDER PROCESS

- 3.2 ITT documents sent to you are either to be returned to the Authority, or safely destroyed if you are notified at the end of the Tender process that you are not the winning contractor. At the preferred bidder stage of the Tender Period, consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material Marked 'OFFICIAL SENSITIVE' or above.

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COMMERCIAL COMPLIANCE MATRIX

Tenderers Commercial Proposals will be evaluated initially against their Compliance with the Commercial Evaluation Criteria set out below. For the Purposes of Commercial Tender Assessment, Tenderers **MUST** be **'Fully Compliant'** with all the commercial criteria set out in this document to **PASS** the Commercial tender assessment stage and progress to the Technical and Pricing evaluation stages.

If associated comments are attached to an individual serial which caveat or restrict Full Compliance with each criterion, the overall assessment of Full Compliance shall be determined by the Authority taking into consideration both the declared level of compliance and the comments.

The following abbreviations are to be used to indicate compliance of ITT - FTS5/SACC/0003 – The *'Provision of Problem Evaluation Services (PES)* [REDACTED]

- FC – Fully Compliant
- NC – Non-Complaint (add details to explanation column)

TENDER CONDITIONS	COMPLIANCE LEVEL (FC / NC)		
	FC	NC	COMMENTS
Confirmation of Acceptance of all the contract conditions for the Framework Agreement for Technical Support 5 (FATS5) and the Order Conditions set out therein.			
Tender Submission Priced Commercial and Technical proposal: 2 x Hard copy and 2 x CD AND un-priced Commercial and Technical Proposal: 3 x Hard Copy and 2 x CD			
Validity of Tender in accordance with Section 1.5 of the SNITS.			

TENDER CONDITIONS	COMPLIANCE LEVEL (FC / NC)		
	FC	NC	COMMENTS
A Copy of the Tenderers ISO 9001 or equivalent Certification document			
Firm Price for the following individual Line Items specified in the Schedule of Requirements of the Tasking Order Form; <ul style="list-style-type: none"> - Line item 1, 2, 3 and 4 - Option 1 - Option 2 - Option 3.1, 3.2, 3.3 and 3.4 			
Breakdown of Travel and Subsistence Limits of Liability for; <ol style="list-style-type: none"> 1) Line Item 5, in the Schedule of Requirements to the TOF. 2) T&S Lines for OPTION 1 (1.1), OPTION 2 (2.1) and OPTION 3 (3.5) 			
Provision of a Completed Appendix 3 to the Draft Tasking Order Form			
A full price breakdown detailing Hourly/Day labour rates, hours assigned per deliverable and T&S rates. * Submitted T&S rates must be in accordance with the overarching FATS 5 Framework			
Sub-Contracting Strategy			
Conflict of Interest Compliance Regime for current/future potential conflicts for the Tenderer and at sub-contract level. OR			

TENDER CONDITIONS	COMPLIANCE LEVEL (FC / NC)		
	FC	NC	COMMENTS
<p>In the event that no current/future Conflict of Interest exists, provide a statement to confirm that no conflicts exist.</p> <p>** The Authority reserves the right to review any Conflict of Interest Compliance Regime submitted, including the right to clarify areas of concern and rejecting a tender as non-compliant where a Compliance Regime does not satisfy the Authority's Policy on COI.</p>			
TASKING ORDER FORM			
ADDITIONAL DEFCONS SELECTED WITHIN THE TOF			
DEFCON 514 (<i>Edn 08/15</i>) – Material Breach			
DEFCON 522 (<i>Edn 18/11/16</i>) – Payment and Recover of Sums Due			
DEFCON 5J (<i>Edn 18/11/16</i>) – Unique Identifiers			
Milestone / Stage Payments AND Payment Procedure detailed on page 10-11 on the TOF			
DEFCON 703 (<i>Edn 08/13</i>) Intellectual Property Rights - Vesting In The Authority			
DEFCON 23 (<i>Edn 08/09</i>) – Special Jigs, Tooling and Test Equipment			

TENDER CONDITIONS	COMPLIANCE LEVEL (FC / NC)		
	FC	NC	COMMENTS
DEFCON 642 (Edn 06/14) – Progress Meetings			
DEFCON 621B (Edn 10/04) – Transport (if the Contractor is responsible for transport)			
DEFCON 602B (Edn 12/06) - Quality Assurance without Quality Plan			
Warranty – Remedies Implied by General Law			
DEFCON 659A (Edn 02/17) and DEFCON 660 (Edn 12/15) – Reportable Official Sensitive Security Requirements			
DEFCON 658 (Edn 10/17) – CYBER			<p>PASS / FAIL</p> <p>Note: If the tenderer cannot meet the level of security controls required by the contract start date it does not mean an immediate fail. The tenderer should submit a Cyber Implementation Plan (CIP) as part of their tender submission detailing the steps they would take to meet the necessary controls, together with associated timescales, details of any equivalent standards they have, or reasons why they are unable to comply. If the project manager, in conjunction with the DCPD cyber implementation team, as necessary, agrees the CIP, this would mean the tenderer has passed the evaluation criteria. The CIP will then become a schedule to the Contract.</p>
- Completion of CSM Supplier Assurance Questionnaire.			
- Provision of Valid Cyber Essentials Certification			
OR			
- Provision of Cyber Implementation Plan			

TENDER CONDITIONS	COMPLIANCE LEVEL (FC / NC)		
	FC	NC	COMMENTS
Other Applicable DEFCONS;			
DEFCON 611 (<i>Edn 02/16</i>) – Issued Property			
DEFCON 694 (<i>Edn 03/16</i>) – Accounting for Property of the Authority			
APPENDICES TO THE TASKING ORDER FORM;			
Appendix 2 to Schedule 3 (Confidentiality Agreement)			
Appendix 4 to Schedule 3 (Montreal Protocol Substances)			
Appendix 5 to Schedule 3 A Completed DEFFORM 539A (Edn 08/13) Tenderer's Commercially Sensitive Information Form			
ANNEXES TO THE FATS 5 TASKING ORDER FORM			
Annex A – Statement of Work (SOW)			
Annex B – Additional Conditions to the Tasking Form			
1. Endorsement of Deliverables			
2. Payment of Travel and Subsistence			
3. Key Personnel			
4. Meeting Governance			
5. Process of commencing work under Line			

TENDER CONDITIONS	COMPLIANCE LEVEL (FC / NC)		
	FC	NC	COMMENTS
Items 2, 3 and 4 of the Schedule of Requirements.			
Annex C – A security response to address the Security Aspects Letter (SAL) attached.			
Annex D – Government Furnished Assets			
	SPECIAL NOTICES AND INSTRUCTIONS TO TENDERERS (SNITs)		
	ANNEXES TO THE (SNITs)		
Annex A – A completed Technical Compliance Matrix			
Annex B – A completed Commercial Compliance Matrix (This Document)			