Andrew Connelly

Navy Commercial

Leach Building

HMS Excellent

Whale Island

Portsmouth

PO2 8BY

Telephone: 03001552535

Email: Andrew.connelly102@mod.gov.uk

4 December 2024

Dear Sir / Madam

**Invitation to Tender Reference** **713414450**

1. Royal Navy, as part of Ministry of Defence are running a further tender competition for MDUSA Hardware Procurement, under Crown Commercial Services framework RM6098 Lot 2. You are invited to tender in accordance with the attached documentation.
2. The [Statement of Requirements/Specification](#Specification) details what is required.
3. The [Schedule of Requirements](#Pricing) details what prices are required. The total budget is £806,000.00 (excluding VAT).
4. Tenders will be evaluated in accordance with the [Tender Evaluation Criteria](#Evaluation). This details how tenders will be assessed and scored for the Commercial, Financial and Technical responses in submitted tenders.
5. The resulting contract will be based on the framework Terms & Conditions, including the information provided on the [Draft Order Form](#OrderForm). As this is not a negotiated procurement, the Terms & Conditions cannot be amended following contract award.
6. You may raise questions about the tender and the requirement via the CCS eSourcing Suite. The deadline for asking questions is 13 December 2024. Please note that any questions raised, and the answers provided, may be shared with other interested suppliers.
7. Any questions about the Terms & Conditions must be raised during the questions period. Any proposed changes or any additional terms/documents that tenderers are requesting to include, must be identified in advance for Authority consideration and to ensure all tenderers are tendering on an equal basis.
8. You must submit your Tender via the CCS eSourcing Suite by 10:00 on 6 January 2025. You should allow sufficient time for submission as late tenders will not be accepted. Tender responses should answer all evaluation questions, include all completed documents and provide all requested prices.
9. The following documentation should be submitted:

* A Tenderers Response Form providing answers to all evaluation questions, the prices and signed documents.
* A completed Pricing Table.

1. The anticipated date for the contract award decision is 17 January 2025. Please note that this is an indicative date and may change.

Yours faithfully

**Andrew Connelly**

Commercial Manager

**Contents**

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* Invitation to Tender:

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* Draft Framework Call Off Order Form
* Framework Call Off Terms & Conditions and Schedules (per CCS webpage)

1. **Glossary**

|  |  |
| --- | --- |
| Agent | means Crown Commercial Service |
| Authority or Contracting Authority | means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown – also known as Ministry of Defence |
| Contract | means the contractually-binding terms and conditions set out in this ITT to be entered into between the Authority and the successful Tenderer at the conclusion of this Procurement; |
| eSourcing Suite | means the online tender management and administration system used by the Authority; |
| Evaluation Score | means the score achieved by a Tender at the conclusion of the Evaluation process; |
| Regulations | means the Public Contracts Regulations 2015 (<http://www.legislation.gov.uk/uksi/2015/102/contents/made> |
| Services | means the deliverables (goods and/or services) that may be provided by Suppliers, as set out in the Statement of Requirements/Specification; |
| Technical Evaluation | means the qualitative evaluation of a Tender undertaken during the Evaluation process; |
| Technical Score | means the score awarded to a Tenderer at the conclusion of the Technical Evaluation process; |
| Tender or Bid | means the Tenderer’s formal offer in response to the Invitation to Tender; |
| Tender Submission Deadline | means the time and date set for the latest uploading of Tenders. |
| Tenderer or Supplier | means a framework supplier submitting a proposal to this Procurement; |
| You or Your | means mean the tenderers organisation, or the organisation the tenderers represent |
| We, Us or Ours | means the Authority or Ministry of Defence |

1. **Introduction**
   1. This Procurement will establish a contract for the purchase of Services described in the Statement of Requirements/Specification.
   2. The resulting Contract will be for 15 Months.
   3. The maximum contract value is £806,000.00.
   4. This resulting Contract will be between the successful Supplier and the Authority.
   5. This tender is being conducted under the Crown Commercial Service Technology Products and Associated Services 2 Framework Agreement (reference RM6098 - Lot 2) and it’s Terms and Conditions will govern any resultant Contract.
   6. Only those suppliers on the stated framework and lot can submit a tender in response to this requirement.
   7. The Authority is managing this Procurement in accordance with the Public Contracts Regulations 2015.

1. **Terms of Participation**
   1. You must comply with the rules in this Bid Pack and any other instructions given by us. You must also ensure members of your consortium (if relevant), group companies, subcontractors or advisers comply.
   2. You may Submit one bid.
   3. Your bid must remain valid for 90 days after the bid submission deadline.
   4. You must submit your bid in English and through the eSourcing Suite only.
   5. You are able to bid with named subcontractors to deliver parts of the requirements. You must tell us about any changes to subcontractors or you may be excluded from this competition.
   6. We may make enquiries. For example, where you either submit a bid:

* In your own name and or as a subcontractor and or as a member of a consortium connected with a separate bid.
* In your own name which is similar to a separate bid from another bidder within your group of companies.

This is so we can be sure that your involvement doesn’t cause:

* Potential or actual conflicts of interest.
* Supplier capacity problems.
* Restrictions or distortions in competition.
  1. We may require you to amend or withdraw all or part of your bid if, in our reasonable opinion, any of the above issues have arisen or may arise.
  2. Only you or, as applicable, your subcontractors (as set out in your bid) or consortium members (if relevant) can provide services through the contract.
  3. You must not attempt to influence the contract award process. For example, you must not ever directly or indirectly:
* Collude with others over the content and submission of bids. However, you may work in good faith with a proposed partner, supplier, consortium member (if relevant) or provider of finance.
* Canvass our staff or advisors about this competition.
* Try to get information from any of our and/or Contracting Authority staff or advisors about another bidder or bid.
  1. You must ensure that no conflicts of interest exist between you and us / Contracting Authority. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.
  2. You must keep the contents of this Bid Pack confidential (including the fact that you have received it). This obligation does not apply to anything you have to do to submit a bid or comply with a legal obligation.
  3. You must not publicise the deliverables or the award of any contract unless the Contracting Authority has given written consent. For example, you are not allowed to make statements to the media about any bid or its contents.
  4. We reserve the right to:
* Waive or change the requirements of this Bid Pack without notice.
* Verify information, seek clarification or require evidence or further information about your bid
* Withdraw this Bid Pack at any time, or re-invite bids on the same or alternative basis.
* Choose not to award any contract or Lot as a result of the competition.
* Choose to award different Lots at different times.
* Make any changes to the timetable, structure or content of the competition.
  1. We reserve the right to exclude you if:
* You submit a non-compliant bid.
* Your bid contains false or misleading information.
* You fail to tell us of any change in the contracting arrangements between bid submission and award.
* You fix or adjust any element of the Tender by agreement or arrangement with any other person.
* The change in the contracting arrangements would result in a breach of procurement law.
* For any other reason provided in this Bid Pack.
* For any reason set out in the Public Contracts Regulations 2015.
  1. If a misrepresentation by you induces the Contracting Authority to enter into a contract with you, you may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015 or sued by the Contracting Authority for damages, the Contracting Authority may rescind the contract under the Misrepresentation Act 1967.
  2. If fraud, or fraudulent intent, can be proved, you may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
  3. If there is a conviction, then your organisation must be excluded from procurement for five years under reg. 57(1) of the PCR 2015 (subject to self-cleaning).
  4. We will not pay your bid costs for any reason.
  5. The Contracting Authority will not be liable:
* Where parts of the Bid Pack are not accurate, adequate or complete.
* For any written or verbal communications.
  1. You must carry out your own due diligence and rely on your own enquiries.
  2. This Bid Pack is not a commitment by the Contracting Authority to enter into a contract.
  3. The Bid Pack remains our property. You must use the Bid Pack only for this competition.
  4. You allow us to copy, amend and reproduce your bid so we can:
* Run the competition.
* Comply with law and guidance.
* Carry out our business.
  1. Our advisors, subcontractors and other government bodies can use your bid for the same purposes.
  2. We will not share any information from your bid which you have identified as being confidential or commercially sensitive with third parties, other than stakeholders in the competition. We may however share this information, but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.

1. **Further Competition Timetable**
   1. The timetable below are intended timelines but, for a range of reasons, dates can change. We will tell you if and when timelines change.

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Responsibility** | **Submit to:** |
| Invitation to Tenderers Conference | Not Applicable to this procurement |  |  |
| Date for confirmation of attendance at Tenderers Conference | Not Applicable to this procurement |  |  |
| Final date for  Clarification Questions | 13 December 2024 | Tenderers | CCS eSourcing Suite |
| Final Date for Requests for Extension to return date | 13 December 2024 | Tenderers | CCS eSourcing Suite |
| Authority issues Final Clarification Answers | 20 December 2024 | Authority | All Tenderers |
| Tender Return | 6 January 2025 | Tenderers | CCS eSourcing Suite |
| Tender Evaluation Commences | 7 January 2025 | Authority | N/A |

1. **Completing and Submitting a Tender**
   1. To participate in this competitive tendering exercise, Tenderers are required to submit a Tender which fully complies with the instructions in this Bid Pack.
   2. Your bid must be made by the organisation that will be responsible for providing the deliverables if your bid is successful.
   3. You must enter your bid into the e-Sourcing Suite. Only bids received through the e-Sourcing Suite will be accepted.
   4. Make sure you answer every question. Each question must be answered in its own right. You must not answer any of the questions by cross referencing other questions or other materials e.g. reports located on your website.
   5. Tenderers are strongly advised to read through all documentation first to ensure they understand how to submit a fully compliant Tender.
   6. It is the Tenderer’s responsibility to ensure that a fully compliant Tender is submitted.
   7. Tenderers must ensure that they are using the latest versions of this document, as the documentation may be updated from time to time.
   8. For technical guidance on how to complete questions and text fields, and how to upload any requested attachments please see CCS Supplier Guidance <https://crowncommercialservice.bravosolution.co.uk/web/login.html>
   9. Should any exclusions, assumptions, dependencies or caveats apply to your Tender or any of the goods and/or services that you would provide when delivering the requirements, these should be clearly indicated in the relevant areas of the Tender.

* 1. Submit your bid before the Bid Submission Deadline.

1. **Questions and Clarifications**
   1. If you have any questions you need to ask them as soon as possible after the procurement event is published as there is a deadline for submitting clarifications questions. This gives you the chance to check that you understand everything before you submit your bid.
   2. You need to send your questions through the eSourcing Suite. This is the only way we can communicate with bidders. Ensure your question is specific and clear and does not include your identity. This is because we publish all the questions and our responses to all bidders.
   3. If you feel that a particular question should not be published, you must tell us why when you ask the question. We will decide whether or not to publish the question and response.
   4. You can ask us questions about the competition but please do not attempt to ‘negotiate’ the terms. All contract awards will be subject to the terms and conditions identified in this Tender.
   5. The Authority reserves the right to contact Tenderers at any time for clarification on all or any part of their Tender during this Procurement and which is likely to require a prompt response.
2. **Tender Evaluation Summary**
   1. The Tender evaluation will assess the Most Economically Advantageous Tender (MEAT) to The Authority based on the following calculation:

Highest Total Evaluation Score from the following evaluation elements:

Commercial Qualification – Pass/Fail only and not included in the total Evaluation Score.

Financial Price Score – Worth 70% of the total Evaluation Score.

Technical Quality Score (including Social Value) – Worth 30% of the total Evaluation Score.

* 1. The Technical Score will be added to the Financial Score to determine the “Evaluation Score” for each Tenderer. This will be calculated on a Technical/Financial split of 30%/70%.

*Example calculation, for information purposes only and based on financial score worth 50% and technical score worth 50% - figures for this procurement may differ.*

*In this example, Tenderer B has the highest total evaluation score and is the winning tenderer.*

|  |  |  |  |
| --- | --- | --- | --- |
| *Tenderer* | *Technical Score*  *(maximum 50)* | *Financial Score*  *(maximum 50)* | *Evaluation Score*  *(maximum 100)* |
| *Tenderer A* | *35* | *50* | *85* |
| *Tenderer B* | *45* | *45* | *90* |
| *Tenderer C* | *40* | *25* | *65* |

* 1. Any Tender which is considered non-compliant for any Commercial, Financial or Technical element or criteria will be excluded from the competition and not receive an Evaluation Score. If a tender is considered non-compliant in either the Commercial or Financial evaluations that tender may be excluded from the Technical evaluations and not receive any Technical scores or feedback.
  2. Scores will be rounded to two decimal places.
  3. In the event that multiple Tenderers achieve the exact same highest Evaluation Score, then the Tenderer with the lowest Total Price will be considered to be the Winning Tenderer. In the event that multiple Tenderers achieve the exact same highest Evaluation Score and have the exact same lowest Total Price, then The Authority reserves the right to request those, and only those, Tenderers to submit final and best Total Prices, with the lowest final and best Total Price considered to be the Winning Tenderer.
  4. Tenderers must provide relevant answers and documentation in response to all commercial qualification, financial and technical criteria/questions and submit everything through the Portal. Responses must remain as concise as possible and any supporting information must be relevant to the response. Any information which does not relate directly to the evaluation, including marketing material, will not be evaluated. Hyperlinks to documents or references to websites must not be used, unless these have been requested.
  5. Tenders will be evaluated based on the contents of their Tender response only.
  6. Tenderers should submit only one priced proposal. Where more than one price or set of prices is submitted, only the first submitted priced proposal will be accepted.
  7. Technical Evaluation will be undertaken independently from Commercial and Financial Evaluations. Technical evaluators will have no knowledge of associated prices. Tenderers must ensure that there are no prices shown within any technical criteria responses or supporting documents.
  8. Should any exclusions, assumptions, dependencies or caveats apply to your Tender or any of the goods and/or services that you would provide when delivering the requirements, these must be clearly indicated in the relevant areas of the Tender.

1. **Commercial Qualification Evaluation Criteria**
   1. The Commercial Qualification Evaluation will assess if all tendering and contractual requirements have been provided.
   2. A Tender will be considered non-compliant if:

* the Tender was not received by the due date and time.
* the full set of requirements cannot be delivered.
* any required delivery dates cannot be met.
* all Framework Terms & Conditions and have not been accepted.
* all required MOD Terms & Conditions and have not been accepted.
* any required documentation was not submitted.
* any prices have been included in the technical responses and the Authority considers that this has affected the evaluation process.
* more than one proposal has been submitted and the Authority considers that this has affected the evaluation process.
* the Social Value Commitments form does not include at least one commitment for each of the two Social Value criteria/themes.
  1. The Authority reserves the right to undertake due diligence checks and/or financial health checks of Tenderers as part of the Commercial Evaluation. If any of these checks raises concerns around the Tenderer or If a Parent Company or Bank guarantee is requested and is not provided, The Authority will consider the Tenderer non-compliant. If these checks are undertaken on the Winning Supplier during the standstill period prior to formal contract award, the Authority reserves the right to award the Contract to the next best placed Supplier or to cancel or re-run the procurement.

1. **Financial Price Evaluation Criteria** 
   1. The Financial Evaluation will assess the Total Price the Tenderer has offered to deliver all the requirements set out in the Statement of Requirements/Specification.

* 1. Prices must be provided for each item listed in the core tabs within the Pricing Table. All prices submitted must be excluding VAT. Tenderer’s entries shall only be made in the yellow highlighted boxes. All other boxes and calculations must not be amended.
  2. The Total Price figure that will be used in the evaluation of Tenders shall be the total figure that is calculated from the prices Tenderers have provided for each item within core tabs listed in the Pricing Table.
  3. Tenderers are notified that when the contract is in place, payments for goods and/or services will be made after the goods and/or services have been fully delivered. For example, payment for purchase of an item will be made after it has been delivered and installed or payment for annual maintenance of a piece of equipment will be made at the end of the contract year during which the maintenance was undertaken.
  4. A Tender will be considered non-compliant if:
* the Total Price is greater than the total available funding of £806,000.
* the Tender does not indicate a Total Price.
* the Tender has not provided prices for all items in the Pricing Table.
* the Tender requires the Authority to provide additional resource (other than any identified in the Statement of Requirements), therefore the pricing does not cover all requirements.
  1. The Tenderer with the lowest total price (provided the tender is fully compliant) shall be awarded the maximum Financial Score available. The remaining Tenderers shall be awarded a percentage of the maximum Financial Score available, based on their price relative to the lowest price submitted.
  2. The calculation used is the following:

Lowest Price from a compliant Tender x maximum Financial Score available

Tenderers price

*Example calculation, for information purposes only and based on maximum Financial score of 50% and Technical score of 50% - figures for this procurement may differ.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Tenderer*** | ***Price Submitted*** | ***Score Calculation*** | ***Maximum Score Available*** | ***Financial Score Awarded*** |
| *Tenderer A* | *£1,000* | *(£1,000 / £1,000) x 50* | *50* | *50* |
| *Tenderer B* | *£1,100* | *(£1,000 / £1,100) x 50* | *50* | *45* |
| *Tenderer C* | *£2,000* | *(£1,000 / £2,000) x 50* | *50* | *25* |

1. **Technical Quality Evaluation Criteria**
   1. The Technical Evaluation will assess the Tender response to establish the level of confidence The Authority has that the Tenderer will be able meet and deliver all the requirements detailed in the Statement of Requirements/Specification.
   2. The points achieved will be multiplied by the corresponding weighting to provide an overall criteria mark.
   3. When the mark for each question has been determined they will be added together to provide a total mark for the Technical Evaluation.
   4. The evaluators are considered to be Subject Matter Experts (SME) on the Statement of Requirements/Specification. If an individual criteria is evaluated by more than the one SME, The Authority will review the points allocated by the individual evaluators before facilitating a group consensus meeting. During the meeting, evaluators will discuss their independent points until they reach a consensus regarding the points that should be attributed to each Tenderers answer to the question.
   5. The answer to each technical criteria should be no more than 750 words.
   6. Evaluators will assess each question individually and will not be expected to search for answers. Where a Tenderers answer to any technical criteria question is covered within a separately attached document, the text answer to that criteria question must clearly indicate the relevant part of the supporting document in which the answer can be found. Any documents that have not been referenced will be discounted during evaluation.
   7. Once all technical responses have been evaluated the individual marks attributed to each response, excluding any pass/fail criteria, will be added together to provide a total Technical Mark.
   8. A Tender will be considered non-compliant if:

* the Tender receives a fail on any pass/fail criteria.
* the Tenderer has self-certified that that they cannot meet any of individual pass/fail criteria.
* the Tender receives points which are below the threshold set for any individual criteria.
* the Tender receives a Total Technical Score below 60.
* the Tender receives a score of 0 on more than one of the two social value MAC criteria.
  1. The Technical evaluation questions/criteria that Tenderers should address within their Tender are:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Figure** | **Criteria** | **Points Available** | **Minimum Threshold** | **Weight** | **Mark Available** |
| A | Can you deliver all core items by the deadline 31st March 2025?  If required, can you deliver individual items up to 31st March 2026? | Pass or Fail | Pass | 0% | 0 |
| 1 | MAC3.5 - Explain how you will Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain | 0, 30, 70 or 100 | 0 | 5% | 5 |
| 2 | MAC4.2 - Explain how you will Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement. | 0, 30, 70 or 100 | 0 | 5% | 5 |
| 3 | How will you ensure that goods are sourced directly from the original equipment manufacturer or through a minimal supply chain? | 0, 30, 70 or 100 | 30 | 30% | 30 |
| 4 | Explain how you will ensure that you will be able to deliver and support the quantity and range of equipment required over the full duration of the Contract | 0, 30, 70 or 100 | 30 | 20% | 20 |
| 5 | Explain what your process for managing orders would be and how you will ensure that deliveries would be made as quickly and efficiently as possible whilst meeting any maximum delivery timescales | 0, 30, 70 or 100 | 30 | 20% | 20 |
| 6 | Explain how you will ensure you are able to deliver to all required locations and what your process will be for arranging and completing deliveries | 0, 30, 70 or 100 | 30 | 20% | 20 |
|  |  |  |  | 100% | 100 |

* 1. The response to each criteria will be given points in accordance with the table below:

Criteria A will be scored in accordance with the following:

|  |  |
| --- | --- |
| Pass | Fail |
| In The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: | In The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: |
| clearly details how the requirements or criteria will be met in full and sufficient evidence has been provided, where applicable. | does not clearly detail how the requirement or criteria will be met in full and sufficient evidence has not been provided, where applicable. |
| clearly shows that any required volumes, timescales, standards or support will be met, where applicable. | does not clearly show that any required volumes, timescales, standards or support will be met, where applicable. |

Criteria 1 to 6 will be scored in accordance with the following:

|  |  |  |  |
| --- | --- | --- | --- |
| 100 – High Confidence  In The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: | 70 – Good Confidence  In The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: | 30 – Moderate Confidence  In The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: | 0 – Low Confidence  In The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: |
| addresses and demonstrates a thorough understanding of all elements of the requirement or criteria, where applicable. | addresses and demonstrates a sufficient understanding of most of the requirement or criteria, where applicable. | addresses and demonstrates an understanding of some of the elements of the requirement or criteria, where applicable. | does not address or demonstrate an understanding of most or all of the requirement or criteria, where applicable. |
| provides a comprehensive, unambiguous and thorough explanation of how all of the requirement or criteria will be delivered, where applicable. | provides sufficient detail and explanation of how most of the requirement or criteria will be delivered, where applicable. | is weak in some areas and does not fully detail or explain how some elements of the requirement or criteria will be delivered, where applicable. | does not demonstrate the ability to deliver most or all of the requirement or criteria, where applicable. |
| details a thorough explanation of how the full volumes and timescales of the requirement or criteria will be met, where applicable. | shows sufficient ability to meet most of the volumes and timescales for the requirement or criteria, where applicable. | indicates that some of the volumes or timescales for the requirement or criteria will be met but may be lacking detail is some areas, where applicable. | does not show that most or all of the volumes or timescales of the requirement or criteria will be met, where applicable. |
| provides comprehensive details showing how all of the requirement or criteria will be managed with sufficient resource allocated and support provided for the full duration, where applicable. | provides sufficient information to show how most of the requirement or criteria will be managed with adequate resource allocated and support provided, where applicable. | provides details of how some of the requirement or criteria will be managed but leaves concerns about the resource and support provided, where applicable.  . | does not provide details of how most or all of the requirement or criteria will be managed or that the required resource and support will be provided, where applicable. |
| comprehensively details how the requirement or criteria will be assured and how all quality or standards expected will be met in full, where applicable. | sufficiently details how most of the requirement or criteria will be assured and quality or standards expected will be met, where applicable. | provides details of how some of the requirement or criteria will be assured but leaves doubt about quality or standards, where applicable. | does not demonstrate that most or all of the required standards or quality will be met, where applicable. |
| has comprehensively considered risks to delivery of the requirement or criteria and thoroughly explained how they will be eliminated or mitigated, where applicable. | has considered risks to delivery of the requirement or criteria and adequately indicated how most will be eliminated or mitigated, where applicable. | has considered risks to some of the requirement or criteria but leaves concerns that there are risks that have not been considered or may not be mitigated, where applicable. | has identified and addressed few or no risks to delivery, where applicable. |

* 1. Social Value Overview (for criteria 1-2)

Social value has a lasting impact on individuals, communities, and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. It cannot afford not to. A missed opportunity to deliver social value may lead to costs that the taxpayer has to absorb elsewhere through public procurement.

A competitive and diverse supply landscape can help to deliver innovation in public services, manage risk and provide greater value for taxpayers’ money.

As a result, the Social Value Model (SVM) has been created which details 5 Themes, 8 Policy Outcomes and 24 Model Award Criteria (MACs). The SVM MACs are questions which relate to Social Value. The use of the SVM is mandatory in all central government procurements using Public Contracts Regulations (PCR) 2015 and Defence and Security Public Contracts Regulations (DSPCR) 2011 above financial threshold and exempt procurements.

Defence is focusing on three, out of the five, priority Social Value themes that are most relevant for Defence:

* Tackling economic inequality.
* Fighting climate change; and
* Equal opportunity.

The Social Value Scoring Criteria is listed below. Please use this and the information provided within the SVM to compile your responses to the SVM MAC and Model Evaluation Question (MEQ) asked. In compiling your answer, please refer to the SVM Quick Reference Table. Under Model Response Guidance for tenderers and evaluators examples of types of evidence the tender evaluators are looking for can be found.

Alongside the Example Reporting Metrics, Social Value Key Performance Indicators (KPIs) may be used within this contract. KPIs will be generated from the Tenderer’s social value response it is therefore important that measurable commits are included in the response (both commitments against the reporting metrics and other metrics as may be appropriate. KPIs may be agreed between the parties and included in the contract at Contract Award.

The aim of the following SVM MACs is to understand the Tenderers Social Value Commitment that this procurement programme will provide within the geographical location(s) that is will be delivered from.

In your written response you should provide convincing arguments, including suitable evidence, of What your understanding of Social Value is, in relation to this procurement, and How you will instil confidence in the Authority in your ability to deliver against the Social Value requirements for this procurement.

A list of some of the key response documents that the Authority would expect you to provide are provided below. However, within the overall limit of pages you should supplement your written submission with other documents you consider will build confidence in your ability to maximise Social Value Commitments.

From the information that you provide, the evaluators will assess, qualitatively, your response, based on the information that you provide within your tender response.

Alongside their Commitments against the reporting metrics, the successful Tenderer’s method statement will form the basis of Key Performance Indicators and jointly managed throughout the life of the contract.

The Tenderers must ensure that they answer the SVM MACs asked. Any additional information which is not specific to the contract being procured will not be considered.

The Tenderers responses are to set out the additional Social Value benefits that they will deliver against the Policy Outcomes for this procurement. It is not sufficient to only reference/use to their Corporate Social Responsibility (CSR) and or Environmental, Social and Governance (ESG) documents.

Using a maximum of 750 words describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include:

* your ‘Method Statement,’ stating how you will achieve this and how your commitment meets the SVM Model Award Criteria (MAC), and
* a timed project plan and process, including how you will implement your commitment and by when
* how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:

· timed action plan

· use of metrics

· tools/processes used to gather data

· reporting

· feedback and improvement

· transparency

* how you will influence your: staff, supply chains, 3rd party suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training, and education, partnering/collaborating, volunteering.

In complying your answer, please refer to the Social Value Model Quick Reference Table, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.

For this procurement, the following SVM MAC have been selected as being appropriate.

|  |  |  |
| --- | --- | --- |
| **Model Award Criteria** | **Model Response Guidance for tenderers and evaluators**  *The award criteria (left) and sub-criteria (below) will be used to evaluate the response* | **Example Reporting Metrics**  *(proposals to be included in tender response)* |
| **Theme 2: Tackling economic inequality: Policy Outcome: Increase supply chain resilience and capacity** | | |
| MAC 3.5: Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain. | Activities that demonstrate and describe the tenderer’s existing or planned:  ● Understanding of risks affecting the contract, including those affecting the market, industry, sector and country (of origin or of source), and to identify the risks and ways of mitigating and managing them.  ● Measures to mitigate and manage cyber security risks within the supply chain relating to the contract, including: ○ engaging with the supply chain to identify and build resilience against cyber security risks ○ actions to be taken to actively raise cyber security awareness.  ● Commitment to adopting the required technical standards and best practice as a basis for appropriate cyber security controls (appropriate to the contract and risk profile), such as:   * the ‘10 Steps To Cyber Security’ advocated by the National Cyber Security Centre for establishing a cyber risk management regime. * more stringent cyber security measures in the supply chain where necessary, such as Cyber Essentials and Cyber Essentials Plus certification, and having a specific cyber insurance policy for the contract. * NCSC Cloud Security Guidance * NCSC 14 Cloud Security Principles * Technology Code of Practice | Number /Percentage of all companies in the supply chain under the contract:   * with a current Cyber Essentials /Plus certification. [where relevant] * to have adopted the National Cyber Security Centre’s 10 steps. [where relevant] |
| **Theme 3: Fighting Climate Change: Policy Outcome: Effective stewardship of the environment** | | |
| MAC 4.2 Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement. | Activities that demonstrate and describe the tenderer’s existing or planned:  ● Understanding of how to influence staff, suppliers, customers, communities and/or any other appropriate stakeholders through the delivery of the contract to support environmental protection and improvement.  ● Activities to reconnect people with the environment and increase awareness of ways to protect and enhance it.  Illustrative examples:   * Engagement to raise awareness of the benefits of the environmental opportunities identified. ○ Co-design/creation. Working collaboratively to devise and deliver solutions to support environmental objectives. * Training and education. Influencing behaviour to reduce waste and use resources more efficiently in the performance of the contract. * Partnering/collaborating in engaging with the community in relation to the performance of the contract, to support environmental objectives. * Volunteering opportunities for the contract workforce, e.g. undertaking activities that encourage direct positive impact. | Number of people-hours spent protecting and improving the environment under the contract. |

Further Social Value Guidance can be found:

a) Social Value Model (SVM), Government Commercial Function, Edition 1.1 – 3 Dec 20 <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf>

b) Guide to Using the Social Value Model, Government Commercial Function, Edition 1.1 – 3 Dec 20 <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf>

c) Social Value Model Quick Reference Table, Government Commercial Function, Edition 1.1 – 3 Dec 20 <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf>

* 1. Tenderers ‘Technical Score’ shall be calculated as a percentage of the maximum Technical Score available, based of the total Technical Marks received.

The calculation used is the following:

Tenderers Total Marks x maximum Technical Score available

Total Marks Available

*Example calculation, for information purposes only and based on maximum Financial score of 50% and Technical score of 50% - figures for this procurement may differ.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Tenderer*** | ***Total Marks*** | ***Score Calculation*** | ***Maximum Score Available*** | ***Technical Score Awarded*** |
| *Tenderer A* | *70* | *(70 / 100) x 50* | *50* | *35* |
| *Tenderer B* | *90* | *(90 / 100) x 50* | *50* | *45* |
| *Tenderer C* | *80* | *(80 / 100) x 50* | *50* | *40* |

1. **Award Decision**
   1. Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Tenderer which offers the most economically advantageous Tender may be awarded a Contract.
   2. The Tender which receives the highest Evaluation Score, which is calculated as the highest combined Technical Evaluation Score and Financial Evaluation Score (provided the tender is considered fully compliant in all evaluation areas) shall be considered the most economically advantageous Tender.

1. **Other Information**

12.1 Save as set out in PPN 01/22, the Authority will not be accepting Tenders that:

a. contain any Russian/Belarussian products and / or services; and/or

b. are linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(1) registered in the UK or in a country with which the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement; and / or

(2) which have significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement.

Tenderers must confirm in writing that their Tender, including any element that may be provided by any part of the Contractor’s supply chain, does not contain any Russian/Belarusian products and/or services.

Tenderers must include provisions equivalent to those set out in this clause in all relevant Sub-Contracting Arrangements.

**Contract Documents**

Any contract resulting from this tender will be formed from the CCS Framework Order Form, Terms & Conditions and associated Schedules, including the Statement of Requirements/Specification and Pricing Table, incorporating prices submitted by the Winning Tenderer.

If, following the contract award decision, the Winning Tenderer does not agree to the Contract terms and sign the contract within 10 working days of issue (when the Contract has been drafted in accordance with the terms and information provided in this tender), the Authority reserves the right to terminate that contract award decision and award the Contract to the next best placed Tenderer or to cancel or re-run the procurement.

If the Winning Tenderer enters into the contract but is unable to deliver the requirements, the Authority reserves the right to terminate that Contract and award the Contract to the next best placed Tenderer or to cancel or re-run the procurement.

**IR35**

IR35 off payroll working rules are not expected to apply to this requirement as this is for procurements of goods.

**Modern Slavery**

A Modern Slavery Assessment has been raised and the risk is considered to be Very Low.

**Cyber Risk**

A Cyber Risk Assessment has been raised and the profile is Not Applicable.

A Supplier Assurance Questionnaire does not need to be completed.

**Statement of Requirements/Specification**

**Introduction**

1. The Maritime Domain Understand Situational Awareness (MDUSA) capability is an enhanced Maritime Domain Awareness (MDA) sensor system that provides extended situational awareness and additional own ship data about position, course, and speed for all RN/RFA surface platforms, as well as Other Government Department (OGD) vessels due to the work RN/MDA conduct with other government agencies.
2. It also provides vastly increased fidelity to the current stripped out Form Gold (4 hourly, manual, signal format detailing Ships Own Position, Course and Speed, and Automatic Identification System (AIS) contacts within the vicinity of the vessel); feeding this back in real-time to COMOPS at Northwood and other RN command centres. This real-time information is currently not available to COMOPS or deployed Maritime Component Commanders. This is a significant capability gap and Command and Control (C2) weakness for the RN and OGD agencies.
3. The requested purchase of hardware will address this capability gap and significantly increase situational awareness to RN/RFA units at sea and RN command centres and OGD agencies ashore.

**Requirement & Deliverables**

All equipment listed within the pricing table under the core category as stated on the tab headings, must be delivered before 31st March 2025.

Suppliers are required to provide the hardware as specified in the Pricing Table, including specifications around make, model and manufacturer. This is a must have requirement as the specifications are integral to the technical solution, enables re-use and re-purposing of equipment, and helps achieve a more sustainable solution.

All equipment provided must originate from the original manufacturer and must not be refurbished or had any previous owners.

To ensure all manufacturer standard support and warranty for the procured hardware has been secured and transferred to the Buyer. Buyer shall be able to go directly to the manufacturers for product support. The Supplier will provide a single point of contact for coordination, where requested.

**Optional Requirements**

There may also be a requirement to procure equipment on a ‘just-in-time’ basis to purchase any of the items in the pricing table, under the ‘individual purchases’ tab. This may be on an individual basis, if and when required, up to 31st March 2026. This would be in addition to the purchase of the core items.

**Location**

All items are to be delivered to the Maritime Domain Awareness Programme Portsdown Technology Park (PTP), North Hill, Portsmouth, PO6 3RU.

**Acceptance**

Hardware should meet CA/CE conformity as applicable.

**Security**

The maximum classification associated with this requirement is OFFICIAL.

**Personal Data**

No personal data will be processed as part of this requirement.

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**

**Order Form**

CALL-OFF REFERENCE: **713414450** - MDUSA Hardware Procurement

THE BUYER: Ministry of Defence

BUYER ADDRESS Navy Commercial, Leach Building, HMS Excellent,

Portsmouth, PO2 8BY

THE SUPPLIER: To be confirmed

SUPPLIER ADDRESS: To be confirmed

REGISTRATION NUMBER: To be confirmed

DUNS NUMBER: To be confirmed

SID4GOV ID: To be confirmed

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated To be confirmed.

It’s issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

CALL-OFF LOT(S):

Lot 2 Hardware

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6098
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

* Joint Schedules for RM6098
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 6 (Key Subcontractors)
  + Joint Schedule 7 (Financial Difficulties)
  + Joint Schedule 9 (Minimum Standards of Reliability)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
  + Joint Schedule 12 (Supply Chain Visibility)
* Call-Off Schedules for RM6098
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 6 (ICT Services) including Annexes A to E
  + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 11 (Installation Works)
  + Call-Off Schedule 14 (Service Levels)
  + Call-Off Schedule 17 (MOD Terms)
  + Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
2. Joint Schedule 5 (Corporate Social Responsibility) RM6098
3. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

1 The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

a. the Contract Deliverables and/or Services contain any Russian/Belarussian products and/or services; or

b. that the Contractor or any part of the Contractor’s supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

(2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

2 The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

3 The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority’s written concerns, for the Authority’s consideration.

4 The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

CALL-OFF START DATE:

To be confirmed

CALL-OFF EXPIRY DATE:

To be confirmed

CALL-OFF INITIAL PERIOD:

15 Months

CALL-OFF DELIVERABLES

See Call Off Schedule 20 (Specification)

LOCATION FOR DELIVERY

As stated in Statement of Requirements/Specification

DATES FOR DELIVERY

Core requirements to be delivered before 31st March 2025, optional requirements to be delivered by 31st March 2026.

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 1 year.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is To be confirmed

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payments to be made via CP&F/Exostar.

The process for Supplier on-boarding for CP&F shall include completing the full MOD registration process in Exostar.

An invoice shall only be valid if it has been submitted for the correct amount and tax treatment in Exostar.

The Supplier shall confirm the amount they consider to be due for payment, for any month or period, within 31 calendar days of the end of that month or period and shall submit invoices through CP&F/Exostar no later than 7 calendar days after that payment amount has been confirmed, unless otherwise agreed. All final amounts due under the contract must be confirmed by the Supplier within 31 calendar days of the end date of the contract, unless otherwise agreed.

BUYER’S INVOICE ADDRESS:

Navy Commercial, Leach Building, HMS Excellent, Portsmouth, PO2 8BY

BUYER’S AUTHORISED REPRESENTATIVE

To be confirmed

BUYER’S ENVIRONMENTAL POLICY

None

BUYER’S SECURITY POLICY

As Per Call-Off Schedule 17 (MOD Terms).

The Contractor shall ensure that they arrange for any relevant security clearances (including BPSS or SC) to be in place when their personnel are required deliver any goods or services on Authority sites.

If Contractor personnel are required to access any classified information at MOD sites or on a MOD provided laptop, they must ensure that this information remains at those sites or on that laptop, unless otherwise agreed and detailed on a Security Aspects Letter.

The Supplier and/or Supplier personnel shall return any Buyer Property (including passes and laptops) within 7 calendar days of a request from the Buyer, unless otherwise agreed. Where Supplier personnel still hold any Buyer Property which contains sensitive information (including passes and laptops), beyond the requested date of return, this may be considered a security breach.

SUPPLIER’S AUTHORISED REPRESENTATIVE

To be confirmed

The Supplier shall notify the Authority if their representative changes to allow any requests from the Authority to be dealt with promptly.

SUPPLIER’S CONTRACT MANAGER

To be confirmed

PROGRESS REPORT FREQUENCY

Detailed in Schedule 20 (Specification), if required

PROGRESS MEETING FREQUENCY

Detailed in Schedule 20 (Specification), if required

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

To be confirmed

COMMERCIALLY SENSITIVE INFORMATION

To be confirmed

SERVICE CREDITS

As per Call-Off Schedule 14 (Service Levels)

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

The Supplier has stated they will deliver the following Social Value Commitments through the duration of the Contract:

|  |  |
| --- | --- |
| Suppliers’ Commitments: | Numeric Value |
| Commitment for MAC 3.5 | TBC |
| Commitment for MAC 4.2 | TBC |

The Authority shall be able to request that the supplier provide evidence that they are meeting these commitments. The supplier shall provide evidence of this within 10 working days. If the supplier is unable to provide sufficient evidence or is not meeting their commitments, the Authority reserves the right to deduct 5% of the next payment that becomes due for each week or portion of a week that passes before the supplier can evidence that those commitments are being met.

**ANNEX 1 - DEFCONS & DEFFORMS**

The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/guidance/knowledge-in-defence-kid>.

The following MOD DEFCONs and DEFFORMs form part of this contract:

|  |  |  |
| --- | --- | --- |
| **DEFCON No** | **Version** | **Description** |
| DEFCON 5J | 18/11/2016 | Unique Identifiers |
| DEFCON 68 | 02/02/2017 | Supply Of Data For Hazardous Articles, Material and Substances |
| DEFCON 76 | 06/2021 | Contractors Personnel At Government Establishments |
| DEFCON 90 | 06/2021 | Copyright |
| DEFCON 117 | 07/2021 | Supply of Information for NATO Codification and Defence Inventory Introduction |
| DEFCON 129J | 18/11/2026 | The Use Of Electronic Business Delivery Form |
| DEFCON 520 | 08/2021 | Corrupt Gifts And Payments Of Commission |
| DEFCON 522 | 11/2021 | Payment And Recovery Of Sums Due |
| DEFCON 531 | 09/2021 | Disclosure Of Information |
| DEFCON 532B | 09/2021 | Protection Of Personal Data |
| DEFCON 632 | 11/2021 | Third Party Intellectual Property Rights – Rights and Restrictions |
| DEFCON 656B | 08/2016 | Termination for Convenience – Over £5m |
| DEFCON 658 | 09/2021 | Cyber |
| DEFCON 659A | 09/2021 | Security Measures |
| DEFCON 660 | 12/2015 | Official Sensitive Security Requirements |
| DEFCON 670 | 02/2017 | Tax Compliance |
| DEFCON 694 | 07/2021 | Accounting For Property Of The Authority |
| DEFCON 703 | 06/2021 | Intellectual Property Rights - Vesting in the Authority |
| DEFCON 707 | 11/2022 | Rights in Technical Data |

## ANNEX 1 TO SECTION 2: SERVICES LEVELS AND SERVICE CREDITS TABLE

As detailed in Schedule 20 (Specification) and also the following:

A date for delivery of goods or completion of each service will be stated in the contract or agreed between the Authority and the Contractor. Where this is not met by the Contractor, goods are not delivered or services are not completed, until after any stated or agreed date (unless the Authority accepts that circumstances were outside of the control of the Contractor), the Authority reserves the right to deduct 1% of the payment due for those goods or services for each week or portion of a week that passes before goods are delivered the services are completed.