



Ministry
of Defence

Email: DIOComrcl-OPC@mod.gov.uk

To Address Line 1
To Address Line 2
To Address Line 3
Postcode
FAO

Your Reference:

Our Reference:

Date:

Dear Sir/Madam

**Invitation To Negotiate (ITN) Overseas Prime Contract South Atlantic Islands Total
Facilities Management Reference No. 705578450**

1. You are invited to tender for Overseas Prime Contract South Atlantic Islands Total Facilities Management in competition in accordance with the attached documentation.
2. The requirement is for the Overseas Prime Contracts Team TFM Contract will provide a safe, efficient, resilient and agile mechanism which will deliver sustainable TFM services, Overseas Services and Capital Works, to customers living and working in the South Atlantic Islands, made up of the Falkland Islands and the Ascension Island.
3. The anticipated date for the Contract award decision is 1st May 2024, please note that this is an indicative date and may change.
4. You must submit your Tender to the Defence Sourcing Portal by 1700 hrs on 11th April 2023.

Yours faithfully,

Andrew Jameson

OPC South Atlantic Islands Commercial Lead

Invitation To Negotiate
for
Overseas Prime Contract, Total Facilities Management in
South Atlantic Islands

Contents

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

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Negotiate. The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
 - Section A – Introduction Page 4
 - Section B – Key Tendering Activities Page 11
 - Section C – Instructions on Preparing Tenders Page 13
 - Section D – Tender Evaluation Page 14
 - Section E – Instructions on Submitting Tenders Page 23
 - Section F – Conditions of Tendering Page 24
 - DEFFORM 47 Annex A – Tender Submission Document (Offer) Page 28
 - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
- Contract Documents (As per the contents table in the Terms and Conditions)
 - Terms & Conditions which includes the Schedule of Requirements and any additional Schedules, Annexes and/or Appendices
- DEFFORM 111 – Appendix to Contract – Addresses and Other Information
- DEFFORM 539A – Tenderer's Sensitive Information (or SC1B Schedule 4 or SC2 Schedule 5)

Annexes:

- Annex A – DEFFORM 47A
- Annex B – Evaluation Criteria (including questions, and scoring matrix)
- Annex C – Negotiations Annex
- Annex D – Statement Relating to Good Standing
- Annex E – Document Naming Conventions
- Annex F – DEFFORM 539A – Tenderer's Commercially Sensitive Information Form
- Annex G – Sub-Contractor Form
- Annex H – Insurance Response
- Annex I – DEFFORM 68 – Hazardous Materials
- Annex J – DEFFORM 528
- Annex K – Social Value
- Please note – all relevant DEFFOMS can be found at this link: [DEFFORM, Electronic Defence Forms by number - Commercial Toolkit - KiD - UK MOD](#)

Section A – Introduction

DEFFORM 47 Definitions

In this ITN the following words and expressions shall have the meanings given to them below:

- A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown. For the purposes of Booklets 2 to 6 “The Authority” will be known as “The Client”.
- A2. “Compliance Regime” is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.
- A3. “Conditions of Tendering” means the conditions set out in this DEFFORM 47 that govern the competition.
- A4. A “Consortium Arrangement” means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.
- A5. “Contract” means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.
- A6. “Contract Terms & Conditions” means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.
- A7. “Contractor Deliverables” means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.
- A8. “Cyber Security Model” means the model defined in DEFCON 658.
- A9. “Defence Sourcing Portal” means the electronic platform in which Tenders are submitted to the Authority.
- A10. “Government Furnished Information” means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.
- A11. “ITN Documentation” means this ITN and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this ITN.
- A12. “ITN Material” means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITN.
- A13. “Schedule of Requirements” (Section 1 in Terms and Conditions, Schedule 2 in Standardised Contracting Template 1B (SC1B) or Schedule 2 in Standardised Contracting Template 2 (SC2)) means that part of the Contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.
- A14. The “Statement of Requirement” means Booklet 3, The Scope, that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

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

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

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

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

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

Purpose

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

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

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

A22. A Prior Information Notice (PIN) for the requirement was advertised by the Authority in Find a Tender dated 1st September 2021 under reference 2021/S 000-021689. The SAI requirement was advertised by the Authority in Find a dated 2nd August 2022 under reference 2022/S 000-021178.

A23. This ITN is subject to the Defence and Security Public Contracts Regulations 2011 ("DSPCR 2011"). The Authority is using the Negotiated Procedure for this procurement, in accordance with Regulation 18 of the DSPCR 2011.

A24. This ITT has been advertised on the Defence Sourcing Portal (DSP) under the open procedure.

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

A26. Funding has been approved for this requirement.

ITN Documentation and ITN Material

A27. ITN Documentation, ITN Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third-Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITN Documentation and ITN Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITN Documentation or ITN Material to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITN;
- c. seek written approval from the Authority if you need to provide access to any ITN Documentation or ITN Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A27.c, which as a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITN Documentation or ITN Material (or use beyond the original purpose), or further use of ITN Documentation or ITN Material, without the Authority's written approval may make you liable for a claim for breach of confidence and/or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. immediately confirm destruction of (or in the case of software, that it is beyond use) all ITN Documentation, ITN Material and derived information of an unmarked nature, should you decide not to respond to this ITN, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITN Documentation and ITN Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A28. Some or all the ITN Documentation and ITN Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement are in addition to, and do not derogate from, your obligations under paragraph A27 above.

Tender Expenses

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

Consortia and Sub-Contracting Arrangements

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

Material Change of Control

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

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

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

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

A34. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of their responses to the PQQ if:

- a. they fail to re-submit to the Authority the updated relevant section of their PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than thirty (30) business days following request from the Authority; or
- b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

Contract Terms & Conditions

A35. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or

Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the [Knowledge in Defence \(KiD\)](#) website.

A36. The Contract Terms & Conditions are attached.

Other Information

A37. The Armed Forces Covenant

a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.

b. The Covenant is based on two principles:

- i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

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

c. [The Armed Forces Covenant](#) provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.

d. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

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

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

A38. **Project Aims** The overall aim of the OPC South Atlantic Islands TFM Contract is: To meet and support current and future operational requirements through the delivery of Hard and some Soft FM services which must be adaptable to accommodate unique local circumstance, and agile enough to meet changing customer and operational demands. The service provided will be sustainable, fit for purpose and statutory and MOD mandatory compliant.

A40. Contract documents

The contract documents for OPC South Atlantic Islands TFM will contain the following:

Booklet 2, Conditions of Contract; The contractual Terms and Conditions under which the Contract will be administered

Booklet 3, The Scope

This captures the Authority's Statement of Requirement, which is as far as possible descriptive rather than prescriptive. This contains the output specification that the Contractor is required to comply with;

Booklet 4, Employer Supplied Information / Data

This is hosted on the DSP and comprises of;

Booklet 4A – Level 1 and 2 Assets data

Booklet 4B – Level 3 and 4 Assets data

Further Information Supplied by the Authority (For Information to Tenderers Only).

Booklet 5, Price List

This booklet comprises of both:

- A. Pricing Requirements
- B. Pricing Templates

Booklet 6, Tenderer's Response

A41. BOOKLET 4: DATA

All Tenderers are provided with equal access to the Defence Sourcing Portal (DSP) Software hosting Booklet 4: *Data*. This consists of an open area to which all Tenderers and selected Employer personnel will have access. The following applies to the operation of the data:

The data and documents contained within Booklet 4 are current only at the time of publishing – the information provided; particularly key dates may change during the procurement process

Unless stated otherwise the documents are intended as background/ contextual material and not as a requirement or specification.

By accessing the data Tenderers agree to keep the copying, use and distribution of the information provided solely for the purpose for which it has been made available – to develop an Overseas Prime Contract – South Atlantic Islands solution.

If the information within the Booklet 4 needs to be updated the Authority will notify Tenderers via broadcast messaging on the DSP. DSP messages will only be sent to the account with which

Tenderers registered.

Whilst the Authority will endeavour to ensure that information and documentation released by the Authority during the procurement process, whether through the DSP or as part of this ITN, is correct at the time of issue, neither the Authority or its advisors will accept any liability for its accuracy, adequacy or completeness, nor is any warranty, unless expressly stated in writing, given as to its accuracy, adequacy or completeness.

This extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from, any of the ITN documents and in respect of any other written or oral communication transmitted or otherwise made available to any Tenderer, and no representations or warranties are made or given in relation to such statements, opinions or conclusions.

A42. External Advisors

The Authority is supported by external service providers. These companies are regarded as integral parts of the project team and will therefore have access to a variety of both internal data and Tenderer information. The advisors currently appointed are:

Advisors	Responsibilities
Willis Towers Watson Insurances Ltd	Insurance Advisors
Mills & Reeve LLP	Legal Advisors

The Authority reserves the right to engage such other external advisors as it considers necessary.

The Authority is gaining advice from in Country, Host Nation legal representatives and reserves the right to amend the Contract in line with their recommendations.

A43. Social Value

The Contractor will be required to report on the delivery of Social Value throughout the life of the Contract.

The OPC South Atlantic Islands Team are committed to maximising Social Value effectively and comprehensively throughout the delivery of this Contract.

This procurement will follow the advice published by the Government Commercial Office in Procurement Policy Note (PPN) 06/20. This procurement will not be assessing Social Value separately as an individual question; however, Tenderers are encouraged to highlight any area of their bid where they feel social value is offered.

Guidance advises that Social Value can be ensured through the themes and outcomes detailed in the table below:

Further information on the assessment of social value can be found in Annex K.

A44. The Tender Price Envelope

Range between: £292M - £1.3B

In addition to the 6 months mobilisation and 10 years core range of services valued at £292m - £504m, there is scope for contract extensions for up to a further 5 years with an envisaged value range between £175m - £292m. There is also scope for additional services valued at £203m - £318m over 10 years. The contract extensions for up to 5 years will have a value range of between £103m - £162m. There is also a priced option in the contract for Falkland Islands Fuels management with a value of £15m over 10 years, with a further £9m for a 5-year extension.

Economic Operators should note that the additional works and contract extensions are discretionary and may or may not form part of the contract opportunity

Section B – Key Tendering Activities

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

Stage	Date and Time	Responsibility	Submit to:
Issue ITN	18/10/2022	The Authority	All Tenderers
Site Visit 1- Ascension Island	26/10/2022 – 09/11/2022	The Authority	Invited Tenderers
Site Visit 2 – Falkland Islands	26/10/2022 – 09/11/2022	The Authority	Invited Tenderers
The Authority issues Final Clarification Answers	27/03/2023	The Authority	Defence Sourcing Portal
Final date to submit Clarification Questions	15/03/2023		
Initial ITN Return	11/04/2023	Tenderers	Defence Sourcing Portal
Initial ITN Evaluation	12/04/2023 – 01/06/2023	The Authority	N/A
Negotiations	26/05/2023 - 15/06/2023	The Authority	N/A
Invitations to submit Final Tenders Issued	30/06/2023	The Authority	Defence Sourcing Portal
Final ITN Return (post negotiation)	11/08/2023 by 17:00hrs	Tenderers	Defence Sourcing Portal
Final ITN Evaluations and Moderations	14/08/2023 – 11/09/2023	The Authority	N/A
Contract Award	01/05/2024		N/A

Notes**Tenderer Pre-engagement Meetings**

B1. The aim of this engagement is to gain industry perspective and insight on the terms of Contract, performance measures and pricing strategy. OPC Commercial are hoping to use these suggestions and observations to refine the aforementioned documents, making them more collaborative and compatible for our industry partners.

This engagement will consist of one-to-one discussions with each of the bidders to discuss their initial thoughts on Booklets One, Two and Five as well as Leaflet AL0-5A of Module A, The Scope

An individual agenda for each bidder will be drafted based on the comments they submit. The OPC South Atlantic Islands Team will attend the discussion having read and discussed bidder comments.

The Scope A and The Data will not be discussed at these meetings: clarifications on these booklets will be received during the formal Clarification Question period once the formal ITN is released.

In the interest of fairness and transparency, an anonymised Master spreadsheet of suggestions, comments and actions taken will be circulated to all bidders via the OPC Commercial Multiuser Account.

Attendees must hold BPSS security clearance or, for attendees from outside the UK, an in-country equivalent. Further information on BPSS can be found at F21 of this document. Attendees will subject to and must comply with local COVID restrictions.

Clarification Questions

B2. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers. Tenderers' attention is drawn to paragraphs 20 – 24 (*Transparency, Freedom Information and Environmental Information Regulations*) of Appendix 1 to DEFFORM 47 Annex A below.

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

B4. **Late Bids:** The Authority will not accept late bids. The Authority does not have sight of any bids until after the closing date and time. Tenderers should contact the independent DSP helpdesk should they encounter technical difficulties.

B5. **Negotiations** Further details regarding Negotiations can be found in Section D of this ITT.

Section C - Instructions on Preparing Tenders

Construction of Tenders

C1. Your Tender must be written in English, using single spacing, Arial font size 11. Tables can be submitted with font size 9. Tenderers should note that each question has a maximum page count, when the Authority requests submission of policies and/ or plans they do not count towards the page count. Prices must be in GBP (£) exclusive of VAT. Prices must be Fixed Price, Not to Exceed (NTE) prices for Additional Services. A price breakdown must be included in the Tender in accordance with Part B of Booklet 5.

C2 To assist the Authority's evaluation, you must set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C3. Your Tender must be valid and open for acceptance for twelve (12) months from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

Section D – Tender Evaluation

The Tender Overview

D1. The Authority will conduct evaluations after the Tender Submission. A detailed description of each step is provided below.

D2. The Authority may also seek additional information from the Tenderer if any part of their ITN response cannot be evaluated adequately because it contains apparent errors, or its meaning and intent is unclear.

D3. Tenderers must provide a complete Tender response.

D4. For the avoidance of doubt, Tenderers who do not provide an affirmative Acceptance of all Conditions of Contract will be non-compliant and will be disqualified from taking any further part in this procurement process.

D5. The Authority will award the Contract to the Tenderer who submits the Most Economically Advantageous Tender (MEAT), undertaking a Weighted Value for Money evaluation methodology in accordance with this Part D and Annex B.

D6. The evaluation weightings for OPC – South Atlantic Islands TFM to be applied in the evaluation are: 60% Non-Cost (10% attributed to Social Value); 40% Cost

D7. Tender Evaluation Process

Mandated Returns and Commercial Due Diligence – Stage 1			
	SUBMISSION	ACTION	EVALUATION
	DEFFORM 47A	Complete	Form complete Y/N
	<p>A compliance check that the Tenderer has completed the DEFFORM 47A and has submitted a signed electronic copy on DSP.</p> <p>The Tenderer will be deemed non-compliant if the DEFFORM 47A is not completed or signed or is otherwise qualified.</p>		
	Mandatory Returns	Complete	Form complete Y/N
	<p>A compliance check of all supporting information relating to Mandatory Declarations on the DEFFORM 47 Annex appendix have been provided and all additional Mandatory returns requested have been provided via document upload onto the DSP.</p>		
	Booklet 2 - Contract Terms	Complete	Complete and Acceptable Y/N
	<p>Compliance check: Tenderers must confirm on the DSP their unqualified acceptance of Booklet Two: Conditions of Contract, with</p>		

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	<p>the exception of Clause 77 which will be discussed and finalised during negotiations.</p> <p>Tenderers who do not confirm unqualified acceptance of Booklet 2: <i>Conditions of Contract</i> will be disqualified from the procurement process and your bid will not progress to the technical evaluation stage and you will not be awarded the Contract.</p>		
	Booklet 3 –The Scope	Complete and compliant	Complete and Acceptable Y/N
	<p>Tenderer confirms that they have read, understood and accept without qualification the requirement set out in Booklet 3: Service Information.</p> <p>Tenderers who do not confirm unqualified acceptance of Booklet 3: <i>Service Information</i> will be disqualified from the procurement process and your bid will not progress to the technical evaluation stage and you will not be awarded the Contract.</p>		
	Insurance – Response to Booklet 6	Complete and compliant	Form Complete and Acceptable
	<p>Compliance check that the Tenderers response is” Acceptable” for Insurance question (see definition of “Acceptable” and “Unacceptable” in Annex H (<i>Insurance</i>) to Booklet 1).</p> <p>If Tenderer’s response is deemed unacceptable at this stage they will be asked to revise and resubmit at the Final Tender Submission Stage (please see below)</p>		
	Cost Assurance and Assurance Evaluation	Check circumstances to ensure no adverse changes in Tender’s financial status.	Confirmation
	<p>A Cost Assurance and Analysis check that there has been no adverse change in the Tenderer’s financial status, from DPQQ submission. Tenderers are required submit any updated financial information since the DPQQ submission for re-evaluation.</p> <p>If Tenderer’s response is deemed unacceptable at this stage they will be asked to revise and resubmit at the Final Tender Submission Stage (please see below)</p>		
	Booklet 5 –Price List	Complete	Form complete Y/N
	Compliance check that the responses to Pricing Schedule Workbook have been submitted into relevant envelope on DSP.		
	Booklet 3 –The Scope	Complete	Form complete Y/N
	Compliance check that the responses to all evaluation questions have been submitted into relevant envelope.		

Each of the above returns must be complete prior to bid evaluations. The Authority will not evaluate any bid that has not completed the above returns.

Initial Tender Evaluation – Stage 2			
	Evaluation of responses to Technical Questions (Booklet 6)	Score Achieved for each question.	Scored as described in Annex B
	Technical Questions evaluated as described in Annex B		
	Evaluation of responses to Booklet 5 (<i>Price List</i>)		
	At this point, all complete Tenders will be invited to Stage 3 – Negotiations Phase.		

D9. No longer used.

D10. All compliant tenderers will be invited to negotiate on areas outlined in Annex C (*Negotiation Process*) to this document. Prior to the negotiation stage Tenderers will be given a breakdown of their technical scores and brief, written, evaluator feedback.

D11. Tenders will also be provided with their relative ranking in relation to their price. Tenderers can decide whether they wish to continue to the negotiation stage.

D12. Technical aspects of the bids will not be discussed at the negotiation stage.

D13. Negotiations - Stage 3

Negotiations will commence with all Tenderers who are compliant against Stage 1. Please see Annex C (*Negotiation Process*) to this booklet for details of the negotiation process.

D14. Final Tender Evaluation Process – Stage 4

Final TENDER EVALUATION – Stage 4			
	SUBMISSION	ACTION	EVALUATION
	Submission Summary - detailing documents that have been replaced, amended or remain unchanged.	Check that a Submission Summary has been provided and is accurate.	Complete Y/N The Authority will only re-evaluate parts of the response that have been updated since the initial submission.
	DEFFORM 47 Annex A	A check that the Tenderer has completed the DEFFORM 47 Annex A and has provided a	Tenderers will need to complete the DEFFORM 47 Offer form.

Final TENDER EVALUATION – Stage 4			
		signed original on DSP.	<p>The response is deemed compliant once Offer form is filled in and signed correctly and not qualified in any way.</p> <p>The Tenderer will be deemed non-compliant if the DEFFORM 47A is not completed or signed or is otherwise qualified.</p> <p>Non-compliant tenderers will be disqualified from the procurement process and will not be awarded the Contract.</p>
	Mandatory Returns	A check of all supporting information relating to Mandatory Declarations on the DEFFORM 47 Annex A have been provided and all additional Mandatory returns requested have been provided.	<p>Complete Y/N</p> <p>The response is deemed compliant all Mandatory Returns detailed on DEFFORM 47 Annex A, Appendix 1 are completed and returned.</p> <p>The Tenderer will be deemed non-compliant if the Mandatory Returns are not completed or signed (where relevant).</p> <p>Non-compliant tenderers will be disqualified from the procurement process and will not be awarded the Contract.</p>
	DEFFORMS: Completion and return of relevant DEFFORMS 528, 24, 532, 691A.	A check that these DEFFORMS have been provided.	Complete and Returned
	Insurance – Annex H	Check that the Tenderers response is Acceptable for Insurance question.	The Insurance response will be evaluated by MOD with advice from its specialist Insurance advisor Willis Tower Watson as Acceptable or

Final TENDER EVALUATION – Stage 4			
			<p>Unacceptable, in accordance with the criteria set out in Annex H.</p> <p>The response is deemed compliant if it is Acceptable.</p> <p>The Tenderer will be deemed non-compliant if. Its response to Annex H is Unacceptable.</p> <p>Non-compliant tenderers will be disqualified from the procurement process and will not be awarded the Contract.</p>
	Cost Assurance and Analysis Evaluation	A compliance Cost Assurance and Analysis check that that there has been no adverse change in the financial status of the Tenderer and that the minimum financial requirements in the DPQQ are still met, posing no risk to delivery or the Authority.	<p>Confirmation</p> <p>The response is deemed compliant when the financial status of the Tenderers continues to satisfy the economic and financial standing requirements, posing no risk to delivery or the Employer.</p> <p>The Tenderer will be deemed non-compliant when the financial status of the Tenderers does not continue to satisfy the economic and financial standing requirements, posing risk to delivery or the Employer.</p> <p>Non-compliant tenderers will be disqualified from the procurement process and will not be awarded the Contract.</p>
	Booklet 5 – Price List	An assessment of Booklet 5 – Price Information, to determine whether it is complete, and the Tenderer's Contract Price is in accordance with the affordability criteria detailed at Booklet 5 - Pricing	The Tenderer will be deemed compliant if they provide a completed Pricing Schedule Workbook submission in accordance with the pricing instructions and the Contract Price/Whole Life Cost meet the affordability criteria in Price List.

Final TENDER EVALUATION – Stage 4			
		Schedule Workbook. Supporting Information to Price provides sufficient detail and is acceptable.	<p>The Tenderer will be deemed non-compliant if they do not provide a completed Pricing Book Submission in accordance with the pricing instructions and/or the Contract Price/Whole Life Cost does not meet the affordability criteria in Price List.</p> <p>Non-compliant tenderers will be disqualified from the procurement process and will not be awarded the Contract.</p>
	<p>Booklet 2 – Contract Terms</p> <p>Booklet 3 – The Scope</p>	Compliance check.	<p>In order to be deemed compliant the Tenderer confirms that it accepts all Conditions of Contract in full without qualification (excluding Insurance responses which are evaluated as set out above).</p> <p>The Tenderer will be deemed non-compliant if the Tenderer is unable to provide this confirmation. Non-compliant tenderers will be disqualified from the procurement process and will not be awarded the Contract.</p> <p>Tenderer confirms that they have read and understands the requirement set out in The Scope</p>
	Cyber	Compliance Check	<p>The tenderer will be deemed compliant if they provide a completed 'Cyber Supplier Assurance' compliance questionnaire and evidence of 'Cyber Essentials and Defence Cyber Protection Partnership Security Control Measures.</p> <p>Please see Appendix 1 to DEFFORM 47 Annex A paragraph 14</p>

Final TENDER EVALUATION – Stage 4			
	Evaluation of responses to Technical Questions	Technical Questions evaluated as described in Annex B and technical score awarded for each question.	<p>The pass mark for each question is 3: Tenderers must score a minimum of 3 on all questions.</p> <p>Tenderers scoring less than 3 on any question at Final ITN will be deemed non-compliant and will be disqualified from taking any further part in this competition and will not be awarded the Contract.</p>
	Most Economically Advantageous Tender (MEAT) Calculation		
	Calculation of most economically advantageous tender on all fully Compliant Tenderers as described in D30 to D36 below.		

D15. The Authority Evaluation Team

Tenderer responses will be evaluated by the Authority Evaluation Team. Technical and Commercial Evaluators are Subject Matter Experts (SMEs) and have been selected for their knowledge and expertise in the specific topics which are being evaluated.

D16. Not used

D17. Mandated Returns

The Authority will conduct an evaluation to ensure bids are compliant with the ITN Documentation.

D18. The Tender Price Window for OPC South Atlantic Islands TFM is outlined in The Price List - Pricing Schedule Workbook. The Authority reserves the right to disqualify any Tenderer who does not submit a commercially compliant bid within the parameters of the Tender Price envelope.

D19. The Authority will score the mandated elements of the Tenderers' responses as either compliant or non-compliant as detailed in the table above. Any Tenderer who is deemed non-compliant in any of the Mandated Returns listed in the table above will be disqualified and cannot be awarded the Contract.

D20. Not used.

D21 Technically Compliant Tenders

All Tenders must first be deemed compliant against all mandated returns listed above before they are taken forward to be evaluated technically.

D22. Tenders are considered Technically Compliant Tenders (TCT) when they have achieved a minimum score of three (3) at Final ITN in all technical questions set out in Annex B to this Booklet.

D23. Tenders are considered Technically non-compliant when they have not achieved a minimum score of three (3) at Final ITN in all technical questions set out in Annex B to this booklet.

D24. Any Tenderer who is deemed non-compliant in any of the technical questions at Final ITN (scoring below a 3 in any question) will be disqualified and cannot be awarded the Contract.

D25. Most Economically Advantageous Tender (MEAT)

All Tenders deemed compliant against Mandated Returns and have scored a minimum technical score (a minimum score of 3 in all technical questions detailed at Annex B) are then evaluated using the MEAT methodology as published in the advertisement in the Find a Tender and in accordance with Regulation 31(1)(a) of the Regulations using the Competitive Negotiated Procedure.

D26. The Most Economically Advantageous Tender will be determined by carrying out a Weighted Value for Money (WVfM) calculation as set out in paragraphs [D30 – D33] below.

D27. [The weightings to be applied in the WVfM calculation (as set out in paragraphs D31 – D33) are:

Non-Cost (50%): the technical evaluation (in accordance with Annex B to this booklet).

Social Value (10%): Please note that this has been incorporated into the technical scoring for the WVfM calculation.

Cost (40%): The Whole Life Cost evaluated by reference to the Pricing Schedule Workbook instructions provided in Booklet 5 and paragraph [D31] below.

D28. Non-Cost Evaluation

Responses to the Technical Questions will be scored in line with the guidance in Annex B (Evaluation Criteria). Sub-weightings and assessment criteria can also be found in Annex B.

D29. An individual weighted score is calculated for each question by multiplying the question weighting by the appropriate score allocated to the Tenderer for that question. A total weighted Non-Cost score is then calculated by adding together the individual weighted scores for each Tenderer.

D30. Weighted Value for Money (WVfM) index calculation

The weightings for OPC – South Atlantic Islands TFM is 60/40 in terms of the Non-Cost/ Cost split adopting the WVfM Evaluation methodology set out in paragraphs D31 – D33 below.

D31. The Cost will have been determined in line with Booklet 5 – Price List, and for the purposes of the evaluation this will consist of a Whole Life Cost for 10 (ten) years drawn from the Grand Total on the “South Atlantic CPI Indexed Summary” of Booklet 5.

D32. The Authority will use the following calculation to determine the Tenderer’s WVfM index score. The WVfM index score is calculated using the following formula:

$$\frac{\text{NonCost score}^{\frac{wQ}{wC}}}{\text{Cost}}$$

Where:

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- Non-Cost Score is represented by 0-100, reflecting the percentage score * 100
- Whole Life Cost is represented by a £ value.
- wQ = weighting of Non-Cost score (60%)
- wC = weighting applied to Whole Life Cost (40%)

The WVfM index represents the number of weighted Non-Cost points per GBP (£)

D33. Following calculation of the Non-Cost Score, this is input to the WVfM formula, and can be illustrated as follows:

$$\frac{\text{NonCost Score}^{60/40}}{\text{Cost}}$$

D34. A working example (for illustrative purposes only) would therefore be as follows:

Tender	Non-Cost score	Cost £	Weighted VFM Index	Rank
A	62 60/40= 488.2	20	24.41	3
B	85 60/40 = 783.7	24	32.65	2
C	100 60/40 = 1000	29	34.48	1

D35. In the above example, Tender C would achieve the highest WVfM index score and would win the competition.

D36. Figures will be rounded up to the nearest [2] decimal points.

D37. Social Value represents 10% of the overall scoring and is expressed as 17% of the Non-Cost score on the Defence Sourcing Portal (DSP) to account for this.

D38. Appointment of Successful Tenderer

Each Tenderer will be informed by notice in writing of any decision to award the Contract and such notice shall include the information prescribed in Regulation 33 (2) of the DSPCR 2011. Further information on announcements is available at paragraph 82.

D39. Deselection of Successful Tenderer

Following the appointment of a successful Tenderer, if the successful Tenderer:

- a) makes a material alteration to the Tender which formed the basis of its selection as successful Tenderer (whether as to the value or any other aspect of its Tender;
- b) is in breach of any of the conditions set out in the tender documentation or ITN;
- c) in the reasonable opinion of the Authority fails to make satisfactory progress towards signature of the Contract; or
- d) in the case of any of the above, fails to remedy the situation to the reasonable satisfaction of the Authority within a reasonable period, then the Authority shall be entitled to de-select the successful Tenderer and (at the absolute discretion of the

Authority) to exclude the successful Tenderer from any further participation in the Project or to introduce a further stage in the Project in which the successful Tenderer may or may not (at the absolute discretion of the Authority) be invited to participate. Under no circumstances will the Authority or any of its respective advisors be liable for any costs or expenses incurred by the successful Tenderer and/or any of its partners, suppliers, subcontractors or funders due to, or arising from, such de-selection or the introduction of a further stage in the Project.

D40. Standstill Period

The Authority is obliged to allow a minimum of ten (10) calendar days to elapse between the date of despatch of its Award Decision Notice (Standstill Letter) to Tenderers stating the name of the Tenderer to be awarded the Contract “the Winning Tenderer” in response to this ITN and the date on which the Authority proposes to enter into the Contract.

Further information regarding the Standstill Period can be found at F12 to this booklet.

D41. No longer used

D42. Tenderers’ Debrief

A de-brief will be available on request as provided in regulation 33(7) of the DSPCR 2011 but may be given after the Contract has been awarded.

D43. Withdrawal from Tendering

If at any time a Tenderer decides not to submit an ITN response it should inform the Authority by contacting DIOComrcl-OPC@mod.gov.uk. Tenderers should confirm their withdrawal in writing.

Section E – Instructions on Submitting Tenders

Submission of your Tender

E1. Your Tender and any ITN Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by **1700 hrs on 11th August 2023**. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITN **705578450**.

E2. Your priced Tender and priced ITT Documentation must only be submitted to the commercial envelope of the DSP ITT. You must ensure that there are no prices present in the technical or qualification (if applicable) envelopes of the DSP ITT. The Authority has the right to request, at its discretion, that any pricing information found in the technical or qualification (if applicable) envelopes is redacted in accordance with paragraph E3.

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

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact DIOComrcl-OPC@mod.gov.uk if you have a requirement to submit documents above OFFICIAL SENSITIVE

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact DIOComrcl-OPC@mod.gov.uk to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

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

Lots

E7. This requirement has not been split into lots.

Variant Bids

E8. The Authority will not accept variant bids.

Samples

E9. Samples are not required.

Section F – Conditions of Tendering

F1. The issue of ITN Documentation or ITN Material is not a commitment by the Authority to place a Contract as a result of this competition or at a later stage. Neither does the issue of this ITN or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.

F2. The Authority reserves the right, but is not obliged to:

- a. vary the terms of this ITN in accordance with applicable law;
- b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
- c. visit your site;
- d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITN;
- e. disqualify any Tenderer that is guilty of misrepresentation in relation to their Tender, expression of interest, the dynamic PQQ or the tender process;
- f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34;
- g. withdraw this ITN at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
- h. re-issue this ITN on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014;
- i. choose not to award any Contract as a result of the current tender process;
- j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F3. The Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C3.

Conforming to the Law

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

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

Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

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

- devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
- enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
- canvass the Authority or any employees or agents of the Authority in relation to this procurement; or
- attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have provided advice to the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential conflict of interest (COI) exists or arises or may arise or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual or potential COI. The proposal must be of a standard which, in the Authority's sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details listed in F9 a to g below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:

- a. the manner of operation and management;
- b. roles and responsibilities;
- c. standards for integrity and fair dealing;
- d. levels of access to and protection of competitors' sensitive information and Government Furnished Information;
- e. confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no Conflicts of Interest exist between the Tenderer and their advisors, and the Authority and its advisors. Any Tenderer who fails to comply with the requirements described at paragraphs F7 to F10 (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

Government Furnished Assets

F11. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

Standstill Period

F12. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award a Contract to the successful Tenderer before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158s are sent. If the 10th day is not a business day, the standstill period ends at midnight of the next business day.

Publicity Announcement

F12. If you wish to make an announcement regarding this procurement, you must seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the named Commercial Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.

F13. Under no circumstances should you confirm to any Third Party the Authority's Contract award decision before the Authority's announcement of the award of Contract.

Sensitive Information

F14. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.

F15. For these purposes, the Authority may share within Government any of the Tenderers documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F16. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITN) to any Third Party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Reportable Requirements

F17. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you must attach the relevant information with the tender submission.

F18. Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete the Annex in full and attach relevant information where required.

Specific Conditions of Tendering

F19. TUPE

Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time and /or the Acquired Rights Directive (ARD) 77/187/EC, hereinafter referred to as TUPE.

The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation, and it is your responsibility to consider whether or not TUPE applies to this re-let and tender accordingly.

Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this tender exercise results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.

TUPE information in respect of the current employees is provided in Booklet 4: *Data*, reference Booklet 4A-Folder 8: Parts 1-3. This information may be updated prior to contract award in which event the short-listed tenderers will be given an opportunity to revise or confirm tendered prices. The information detailed in the Booklet 4 has been obtained from the contractors currently undertaking this task. The accuracy and completeness of this information cannot be warranted by the Authority. It remains the responsibility of the Tenderer to ensure their tender submission takes full account of all the relevant circumstances of this contract re-let and tender accordingly. The Tenderer is required to confirm when responding that they will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not the Tenderer is awarded a contract as a result of this tender exercise. Failure to provide clear and unequivocal confirmation may result in the tender being deemed non-compliant and therefore a Contract cannot be awarded.

Host Nation applicable staff transfer standards will also apply.

F20. Contract Options

There is the provision to extend the Contract for up to an additional 5 (five) (1+1+1+1+1) years at the Authority's discretion subject to enduring requirements; performance success against balanced scorecard, and Key Performance Indicators at Booklet 3, Module A, Leaflet AL-05.

Options – For fuel management and logistics as a self-provision.

Should either of the options detailed above be taken a formal Contract change will be enacted.

F21. BPSS or in Country Equivalent

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As advised on release of DPQQ, the Authority has issued this ITN on the basis that all individuals within each potential Tenderer's bid team that are accessing or viewing ITN documentation holds Baseline Personnel Security Standard (BPSS) clearance or their in-country equivalent.

Further details and the full requirements of the BPSS can be found at the Gov.UK website: <https://www.gov.uk/government/publications/government-baseline-personnelsecurity-standard>.

Ministry of Defence

Tender Submission Document (Offer) – Ref Number [ITT - 705578450]

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

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

Applicable Law				
I agree that any Contract resulting from this competition shall be subject to English Law				Yes / No
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, insert:				
a. Registration No.....				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £				
Location of work (town / city) where Contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-Contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528.			Yes* / No	
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?			Yes* / No	
Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions?			Yes* / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	

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Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?	Yes* / No / N/A
Have you completed Form 1686 for Sub-Contracts?	Yes* / No
Have you completed the compliance matrix / matrices?	Yes / No / N/A
Are you a Small Medium Sized Enterprise (SME)?	Yes / No
Have you and your Sub-Contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Commercially Sensitive Information Form?	Yes* / No
If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly	Yes* / No
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?	Yes / No / Not Required
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?	Yes / No / Not Required
Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITT?	Yes / No
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ul style="list-style-type: none"> a. the offered price has not been divulged to any Third Party; b. no arrangement has been made with any Third Party that they should refrain from tendering; c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion; d. no discussion with any Third Party has taken place concerning the details of either's proposed price; and e. no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government tender processes, including value for money and related purposes. We certify that we have identified any sensitive material in the Tenderer's Commercially Sensitive Information Form (DEFFORM 539A).</p>	

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Dated this.....day of Year	
Signature:	In the capacity of
(Must be scanned original)	(State official position e.g. Director, Manager, Secretary etc.)
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number: Dunn And Bradstreet number:

Information on Mandatory Declarations

IPR Restrictions

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

Notification of Foreign Export Control Restrictions

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

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

- a. a non-UK export licence, authorisation or exemption; or

- b. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 6 and return it as part of your Tender. If you have

previously provided this information you can provide details of the previous notification and confirm the validity.

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

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

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

10. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the Contract.

Import Duty

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

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

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

Cyber Risk

14. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of **Low**. The Risk Assessment Reference is **[RAR-CUNH86DF]**. Tenderers are required to complete the Supplier Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Implementation Plan as appropriate.

Sub-Contracts Form 1686

14. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or

where the release of SECRET or above information is involved within the UK or overseas. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. Form 1686 and further guidance can be found in the Cabinet Office - Contractual Process.

Small and Medium Enterprises

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

17. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their Sub-Contractors are encouraged to make their own commitment and register with the <https://www.smallbusinesscommissioner.gov.uk/ppc/>.

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

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

Transparency, Freedom Information and Environmental Information Regulations

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

21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's [Transparency Principles](#) and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 12.

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

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

24. You should note that while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from

disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

25. Tenderers must note that use of the [Contracting, Purchasing and Finance \(CP&F\)](#) electronic procurement tool is a mandatory requirement for any resultant Contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

Change of Circumstances

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

Asbestos, Hazardous Items and Depletion of the Ozone Layer

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

Defence Safety Authority (DSA) Requirements

28. Tenderers are required to comply with any applicable DSA military regulatory policy and regulation. Tenderers who wish to propose an alternative acceptable means of compliance must obtain agreement in principle from the relevant defence regulator (through the Project Team) in advance of submitting their Tender. Acceptable Means of Compliance (AMC) are strongly recommended practices and a justification will be required if they are not followed. Tenderers must consult the relevant defence regulator where there is more than one AMC. You must confirm how you intend to comply with the regulatory articles, and the date you consulted with the relevant defence regulator.

Bank or Parent Company Guarantee

29. You will be informed whether you are required to provide a Bank or Parent Company Guarantee. In the event that you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.

