



Ministry
of Defence



[Redacted on grounds of Personal Information under
Section 40(2) of the Freedom of Information Act
2000]

[Redacted on grounds of Personal Information under
Section 40(2) of the Freedom of Information Act
2000]

[Redacted on grounds of Personal Information under
Section 40(2) of the Freedom of Information Act
2000]

[Redacted on grounds of Personal Information under
Section 40(2) of the Freedom of Information Act
2000]



23-Jul-24 Our Reference: C17CSAE/708156451

Dear Sir/Madam

Invitation To Negotiate (ITN) Reference Number – C17CSAE/708156451
The Provision of Parachute Packing and Maintenance in the UK ("Project Recycle UK")

1. You are invited to negotiate for the Provision of Parachute Packing and Maintenance in the UK requirement in competition in accordance with this ITN and the attached documentation.
2. The requirement is for the provision of parachute packing and maintenance support services in support of the UK Ministry of Defence (MOD).
3. The anticipated date for the contract award decision is November 2024, but please note that this is an indicative date and is subject to change.
4. You must submit your response to this ITN electronically via the Defence Sourcing Portal by Tuesday 17th September 2024 at 16:00.
5. Please confirm receipt of this ITN via the Defence Sourcing Portal within five (5) Business Days of the date of this letter.

Yours faithfully

Commercial Manager



**Invitation To Negotiate
C17CSAE/708156451
for the Provision of Parachute Packing and
Maintenance in the UK**

CONTENTS

Paragraph	Heading	Page
	SECTION A – INTRODUCTION.....	5
1	NAVIGATING THESE DOCUMENTS.....	5
2	DEFINITIONS AND INTERPRETATION USED IN THIS ITN.....	7
3	PURPOSE	11
4	INTRODUCTION TO THE AUTHORITY'S SERVICE REQUIREMENT	12
5	BACKGROUND TO THIS PROCUREMENT	12
6	ITN DOCUMENTATION AND ITN MATERIAL	12
7	TENDER EXPENSES	13
8	CONSORTIA AND SUB-CONTRACTING ARRANGEMENTS.....	13
9	MATERIAL CHANGE OF CONTROL.....	14
10	OTHER INFORMATION	15
	APPENDIX 1 TUPE INFORMATION.....	17
	SECTION B – KEY TENDERING ACTIVITIES.....	18
1	INTRODUCTION	18
2	PROPOSED TIMETABLE	18
3	TENDERERS' CONFERENCE	19
4	CLARIFICATION QUESTIONS	19
5	TENDER RETURN	20
6	NEGOTIATION	20
7	CONTRACT AWARD	20
8	STANDSTILL PERIOD	20
	SECTION C - INSTRUCTIONS TO TENDERERS.....	21
1	GUIDANCE INSTRUCTIONS	21
	SECTION D – CONDITIONS OF TENDERING	22
1	NO COMMITMENT	22

2	CONFORMING TO THE LAW	23
3	BID RIGGING AND OTHER ILLEGAL PRACTICES	23
4	CONFLICTS OF INTEREST	23
5	PUBLICITY ANNOUNCEMENTS	24
6	SENSITIVE INFORMATION	25
7	REPORTABLE REQUIREMENTS	25
8	LOTS	25
9	VARIANT TENDERS	25
10	SAMPLES	25
11	RUSSIAN AND BELARUSIAN SUPPLIERS, PRODUCTS AND SERVICES	26
12	GOVERNMENT FURNISHED ASSETS	26

SECTION A – INTRODUCTION

1 NAVIGATING THESE DOCUMENTS

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

1.2 This invitation consists of the following documentation:

1.2.1 **Volume 1:** Invitation to Negotiate. This volume sets out the key requirements that Tenderers must meet to submit a valid Tender, and explains the process of negotiation of Tenders should MOD decide to negotiate with Tenderers. It also sets out the conditions relating to this competition. For ease of reference, it is divided into:

1.2.1.1 ITN main body:

1.2.1.1.1 Section A (Introduction)

1) Appendix 1 (TUPE Information)

1.2.1.1.2 Section B (Key Tendering Activities)

1.2.1.1.3 Section C (Instructions to Tenderers)

1.2.1.1.4 Section D (Conditions of Tendering)

1.2.1.2 ITN Annex A (Tender Submission Document (Offer))

1.2.1.2.1 Appendix 1 (Information on Mandatory Declarations)

1.2.1.2.2 Appendix 2 (Tenderer Responses)

1.2.1.3 ITN Annex B (Defence Sourcing Portal Guidance (DSP))

1.2.1.4 ITN Annex C (Instructions to Tenderers)

1.2.1.4.1 Appendix 1 (Requirements of Response Questions)

1.2.1.5 ITN Annex D (Evaluation of Tenders)

1.2.1.5.1 Appendix 1 (Tender Deliverables' Weightings)

1.2.1.5.2 Appendix 2 (Tender Evaluation Scoring Descriptors)

1.2.1.5.3 Appendix 3 (Worked Example of MEAT Calculation)

1.2.2 **Volume 2:** Draft Contract Terms & Conditions. The draft Contract comprises of the following documents:

- 1.2.2.1 TERMS AND CONDITIONS
- 1.2.2.2 SCHEDULE A - DEFINITIONS
- 1.2.2.3 SCHEDULE B - TRANSITION
- 1.2.2.4 SCHEDULE C - ANCHOR MILESTONES
- 1.2.2.5 SCHEDULE D - SPECIFICATION
- 1.2.2.6 SCHEDULE E – CONTRACTOR SERVICE MANAGEMENT PLAN
- 1.2.2.7 SCHEDULE F - ASSETS
- 1.2.2.8 SCHEDULE G - CONTRACTOR DELIVERABLES
- 1.2.2.9 SCHEDULE H – MANAGEMENT PLANS
- 1.2.2.10 SCHEDULE I – NON-CORE SERVICES ORDER FORM
- 1.2.2.11 SCHEDULE J - ADDITIONAL WORK REQUEST TEMPLATE
- 1.2.2.12 SCHEDULE K - INDEX OF NON-CORE SERVICES AND ADDITIONAL WORK
- 1.2.2.13 SCHEDULE L - REQUIRED INSURANCES
- 1.2.2.14 SCHEDULE M - CYBER SECURITY IMPLEMENTATION PLAN
- 1.2.2.15 SCHEDULE N - PERFORMANCE MANAGEMENT
- 1.2.2.16 SCHEDULE O - CONTRACT MANAGEMENT
- 1.2.2.17 SCHEDULE P - CHARGES AND PAYMENT
- 1.2.2.18 SCHEDULE Q - ASSUMPTIONS AND AUTHORITY DEPENDENCIES
- 1.2.2.19 SCHEDULE R – SECURITY ASPECTS LETTER
- 1.2.2.20 SCHEDULE S - BUSINESS CONTINUITY AND DISASTER RECOVERY
- 1.2.2.21 SCHEDULE T – NOT USED
- 1.2.2.22 SCHEDULE U - SENSITIVE INFORMATION
- 1.2.2.23 SCHEDULE V – TRANSFER REGULATIONS
- 1.2.2.24 SCHEDULE W - EXIT MANAGEMENT

2 DEFINITIONS AND INTERPRETATION USED IN THIS ITN

2.1 Definitions

2.1.1 In this ITN, unless the context otherwise requires, the following words and expressions shall have the following meanings and any other capitalised terms shall have the meanings given to them in Schedule A (Definitions) of the draft Contract Terms & Conditions:

Authority	means the Secretary of State for Defence at Ministry of Defence, Whitehall, London SW1A 2HB;
Authority's Commercial Officer	means the authority so designated in the Contract;
Commercial Envelope	means the location in the DSP where Tender Deliverables must be submitted as set out in Table C.1 (Tender Deliverable Checklist), Part 2 (Completing the Tenderer Response) of Annex C (Instructions to Tenderers);
Compliance Regime	means 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;
Conditions of Tendering	means the conditions set out in this ITN that govern the competition;
Contract	means the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition, consisting of the terms and conditions of this Contract together with its schedules;
Contract Terms & Conditions	means the Contract terms and 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;
Cyber Security Model	means the process by which the Authority ensures that MOD Identifiable Information is adequately protected from Cyber Security Incident and includes the CSM Risk Assessment Process, DEFSTAN 05-

138 and the CSM Contractor Assurance Questionnaire;

Defence Sourcing Portal (DSP)	means the Authority's online tendering portal;
Evaluation Criteria	means the Evaluation Criteria for the Contract set out in Annex D (Evaluation of Tenders) and " Evaluation Criterion " will be construed accordingly;
Financial Requirement of Response or Financial RoRs	means a financial requirement of response as set out in Annex C (Instructions to Tenderers);
Government Furnished Information	means any information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority;
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;
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;
Non-Compliance	has the meaning in paragraph 8 (Exclusion of Tenders for Non-Compliance) of Annex D (Evaluation of Tenders) and " Non-Compliant " will be construed accordingly;
Preferred Tenderer	means the Tenderer with the highest Most Economically Advantageous Tender score;
Qualification Envelope	means the location in the DSP where Tender Deliverables must be submitted as set out in Table C.1 (Tender Deliverable Checklist), Part 2 (Completing the Tenderer Response) of Annex C (Instructions to Tenderers);

Requirements of Response (RoR)	means the Qualification, Financial and/or Technical Requirements of Response;
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;
Technical Envelope	means the location in the DSP where Tender Deliverables must be submitted as set out in Table C.1 (Tender Deliverable Checklist), Part 2 (Completing the Tenderer Response) of Annex C (Instructions to Tenderers);
Technical Requirement of Response or Technical RoRs	means a technical requirement of response as set out in Annex C (Instructions to Tenderers);
Tender	means the offer that you are making to the Authority;
Tender Deliverable Checklist	means the checklist at Table C.1 (Tender Deliverable Checklist), Part 2 (Completing the Tenderer Response) of Annex C (Instructions to Tenderers) which sets out each Tender Deliverable that must be provided as part of a Tender;
Tender Deliverable(s)	means any element of the Tender that Tenderers are required to submit as part of their Tender response as set out at paragraph 9 (Tender Deliverable Checklist) of Annex C (Instructions to Tenderers);
Tender Price Matrix	means the template to be submitted by Tenderers as part of their Tenders in accordance with the Financial Requirements of Response;
Tender Return Date	means the date identified as such in the second column of the table in paragraph 2.1 (Proposed Timetable) of Section B (Key Tendering Activities);
Tenderer	means the economic operator submitting a response to this Invitation to Negotiate;

Tenderer Representative	means one of the two (2) nominated points of contact for all communications between a Tenderer and the Authority via the DSP;
Third Party	means 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.

2.2 Interpretation

2.2.1 In this ITN the following rules of interpretation shall apply unless otherwise stated:

2.2.1.1 **Dates:** reference to a date is to the day commencing on such date.

2.2.1.2 **DEFCONs:** any reference to a DEFCON, DEF STAN or DEFFORM, is a reference to the edition of the DEFCON, DEF STAN or DEFFORM referred to in this ITN. DEFCONS and DEFFORMS are accessible via the [Knowledge in Defence](#) (KiD) website which Tenderers must register to in order to gain access. DEF STANs are accessible via the [Defence Gateway](#) website which Tenderers must also register with to gain access.

2.2.1.3 **Expressions not to limit construction:** the words "other" and "otherwise" shall not be construed as meaning "of the same type" as any foregoing words where a wider construction is possible. The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis and shall not limit or prejudice the generality of any foregoing words.

2.2.1.4 **Gender:** reference to any gender includes any other.

2.2.1.5 **Inconsistencies:** if there is any ambiguity, inconsistency or conflict between the provisions of the following documents, the following order of precedence shall apply:

2.2.1.5.1 the Contract Terms & Conditions (including its schedules);

2.2.1.5.2 this ITN.

2.2.1.6 **Living documents:** unless stated to the contrary, this ITN and any reference to any other document mentioned in this ITN (other than a DEFCON, DEF STAN or DEFFORM) are references to this ITN as varied, amended, novated, supplemented or replaced from time to time.

- 2.2.1.7 **Living instruments:** any reference to any Law shall include a reference to the Law as:
- 2.2.1.7.1 amended, extended, consolidated or re-enacted;
 - 2.2.1.7.2 supplemented or applied by, or pursuant to, any other Law before, on or after the Effective Date.
- 2.2.1.8 **Person:** any reference to a "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, authority, emanation, agency, instrumentality and unincorporated body of persons or association.
- 2.2.1.9 **Public organisations:** any reference to a public organisation or representative shall be deemed to include a reference to any successor to such public organisation or representative or any organisation or entity or representative which has taken over the functions or responsibilities of such public organisation or representative in whole or in part.
- 2.2.1.10 **Related words:** where this ITN defines a word or expression, related words and expressions have a consistent meaning.
- 2.2.1.11 **Singular and plural:** any reference to the singular includes the plural and vice versa.
- 2.2.1.12 **Successors in title and transferees:** reference to any person includes that person's lawful successors in title and transferees, whether pursuant to contract, statute or otherwise.
- 2.2.1.13 **This Section or Annex:** a reference in this ITN to a Section or Annex is, except where it is expressly stated to the contrary, a reference to such Section or Annex of this ITN.
- 2.2.1.14 **No order of precedence:** the Sections in this ITN and associated documents are structured in line with a generic tendering process and do not indicate importance/precedence.

3 PURPOSE

- 3.1 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:
- 3.1.1 timetable for the next stages of the procurement;
 - 3.1.2 instructions, conditions and processes that governs this competition;
 - 3.1.3 information you must include in your Tender and the required format;
 - 3.1.4 administrative arrangements for the receipt and evaluation of Tenders;

3.1.5 criteria and methodology for the evaluation of Tenders; and

3.1.6 draft Contract Terms & Conditions.

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

4 INTRODUCTION TO THE AUTHORITY'S SERVICE REQUIREMENT

4.1 This procurement concerns the provision of parachute packing, maintenance, management and logistics support services (the **Services**) to support the UK Ministry of Defence (MOD), for an initial period of circa four (4) and a half years, with an option to extend for further period(s) of up to two (2) years.

4.2 The successful Tenderer will be required to provide the Services in strict adherence to Authority airworthiness safety requirements, standards and policy.

4.3 The Services to be provided by the successful Tenderer are more fully described in Schedule D (Specification) to the Contract.

5 BACKGROUND TO THIS PROCUREMENT

5.1 This requirement was advertised by the Authority on the Defence Sourcing Portal and Find a Tender on 20th October 2023 under the following reference '708156451 Provision of Parachute Packing and Maintenance in the UK'.

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

5.3 This ITN has been issued to all potential Tenderers successful at the supplier selection stage under the Competitive Negotiated procedure.

5.4 Tenderers can be found on the Contract Tenderers Notice as advertised on the DSP.

5.5 Funding is due to be approved in November 2024 for this requirement.

6 ITN DOCUMENTATION AND ITN MATERIAL

6.1 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:

6.1.1 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;

6.1.2 not copy or disclose the ITN Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITN;

6.1.3 seek written approval from the Authority if you need to provide access to any ITN Documentation or ITN Material to any Third Party;

- 6.1.4 abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph 6.1.3, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
 - 6.1.5 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;
 - 6.1.6 inform the named Commercial Officer if you decide not to submit a Tender;
 - 6.1.7 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
 - 6.1.8 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'.
- 6.2 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 6.1 above.

7 TENDER EXPENSES

- 7.1 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.

8 CONSORTIA AND SUB-CONTRACTING ARRANGEMENTS

- 8.1 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.

9 MATERIAL CHANGE OF CONTROL

- 9.1 You must inform the Authority in writing as soon as you become aware of:
- 9.1.1 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;
 - 9.1.2 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
 - 9.1.3 any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and
 - 9.1.4 any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:
 - 9.1.4.1 the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;
 - 9.1.4.2 the identity of Consortium Arrangement or Sub-Contracting Arrangement;
 - 9.1.4.3 the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and
 - 9.1.4.4 any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.
- 9.2 If a change described in paragraph 9.1 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.
- 9.3 In relation to a change described in paragraph 9.1, 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.
- 9.4 The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of its responses to the PQQ if:
- 9.4.1 it fails to re-submit to the Authority the updated relevant section of its PQQ response providing details of such change in accordance with paragraph 9.3

as soon as is reasonably practicable and in any event no later than 20 business days following request from the Authority; or

- 9.4.2 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.

10 OTHER INFORMATION

10.1 The Armed Forces Covenant

- 10.1.1 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.

- 10.1.2 The Covenant is based on two principles:

10.1.2.1 that the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and

10.1.2.2 that special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

- 10.1.3 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.

- 10.1.4 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.

- 10.1.5 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

- 10.1.6 Paragraph 10.1.1 to 10.1.5 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.

10.2 Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

Applicability Of TUPE

10.2.1 Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this ITN and it is your responsibility to consider whether or not TUPE applies to this procurement and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this ITN 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.

10.2.2 If you have a contrary view to that of the Authority on the applicability of TUPE you are strongly encouraged to submit both a TUPE and non-TUPE tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non-TUPE Tender will be considered, otherwise the Tender conforming to the Authority's view will be considered.

TUPE information provided for tendering purposes

10.2.3 TUPE information in respect of the current employees is provided at Appendix 1 (TUPE Information) to Section A (Introduction) of this ITN. 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.

10.2.4 The information detailed at Appendix 1 has been obtained from the contractor currently undertaking the Services. The accuracy and completeness of this information cannot be warranted by the Authority. It remains your responsibility to ensure that your Tender takes full account of all the relevant circumstances of this Contract re-let and to Tender accordingly. You are required to confirm, when responding, that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of such information, whether or not you are awarded any contract as a result of this ITN. Failure to provide clear and unequivocal confirmation to such effect may result in your Tender being deemed Non-Compliant.

APPENDIX 1 TUPE INFORMATION

[see the separate document provided with draft Contract]

SECTION B – KEY TENDERING ACTIVITIES

1 INTRODUCTION

- 1.1 The purpose of this Section B is to set out the indicative chronology of the Tender process and key procurement dates. It details what should be expected of Tenderers at each phase. This Section should be read in conjunction with Annex B (Defence Sourcing Portal Guidance (DSP)), Annex C (Instructions to Tenderers) and Annex D (Evaluation of Tenders).

2 PROPOSED TIMETABLE

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

Stage	Proposed Date and Time	Submission
Invitation to Tenderers' Conference	Week commencing 22 nd July 2024	Authority invites all Tenderers
Date for Confirmation of attendance at Tenderers' Conference	Week commencing 29 th July 2024	Tenderers confirm if they will attend the Tenderers' Conference
Virtual Joint Tenderers' Conference	Wednesday 7 th August 2024	Authority will arrange and chair joint Tenderers' Conference
Final date for Clarification Questions / Requests for additional information	Tuesday 3 rd September 2024 16:00	Tenderers raise clarifications via the Defence Sourcing Portal
The Authority issues Final Clarification Answers	Tuesday 10 th September 2024 16:00	Authority raises clarifications to all Tenderers via the Defence Sourcing Portal
Tender Return Date	Tuesday 17 th September 2024 at 16:00	All Tenderers to submit Tenders to the Defence Sourcing Portal
Tender Evaluation	September 2024	N/A
Negotiations (if required)	October 2024	N/A
Final Tender Return Date (if required)	October 2024	All Tenderers to submit Final Tenders to the Defence Sourcing Portal
Notification of Preferred Tenderer	November 2024	

Stage	Proposed Date and Time	Submission
Notice of intended contract award and standstill period	November 2024	Notice will be issued to all Tenderers via the Defence Sourcing Portal
Anticipated Contract award date	November 2024	Confirmation through the Defence Sourcing Portal

2.2 Notwithstanding the above table, the Authority reserves the right at any time to:

2.2.1 vary any aspect of this procurement process including the timetable and/or introduce additional steps or phases into it. For example, the Authority reserves the right to issue updates to the ITN Documentation, ITN Materials, the draft Contract or revised instructions to Tenderers including amending the timetable set out above; and

2.2.2 cancel this procurement.

2.3 Should it be necessary to issue amendments to the ITN Documents during the process, these will be issued to all Tenderers prior to the applicable Tender Return Date. If there are a number of amendments issued, the Authority may issue a further set of ITN Documents.

3 TENDERERS' CONFERENCE

3.1 A Tenderers' Conference is being held as indicated in the table above, which enables the Authority to present the requirement to all Tenderers at the same time. It also provides Tenderers the opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those who wish to attend the Tenderers' Conference to the above-named contact, by the date shown. A maximum of five attendees for each Tenderer will be permitted. A copy of the presentation along with any questions raised and answers provided will be issued to all Tenderers regardless of attendance or otherwise at the Tenderers' Conference.

4 CLARIFICATION QUESTIONS

4.1 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. For further detail on clarification questions, see paragraph 3 (Clarification Questions), Part 1 (General Instructions on Preparing Tender Deliverables) of Annex C (Instructions to Tenderers).

5 TENDER RETURN

- 5.1 Please see Annex C (Instructions to Tenderers) of this ITN for the requirements for Tender return. Tenders will be subject to evaluation in accordance with the Evaluation Criteria at Annex D (Evaluation of Tenders).
- 5.2 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 such extension.

6 NEGOTIATION

- 6.1 Details regarding negotiations can be found in paragraph 10 (Negotiation) of Annex D (Evaluation of Tenders).

7 CONTRACT AWARD

- 7.1 Contract award notices will be issued to Tenderers following completion of the Authority's Contract approval process.

8 STANDSTILL PERIOD

- 8.1 The Authority will allow a period of at least ten (10) calendar days between the date of dispatch of the notice of its decision to award a Contract before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 GMT on the tenth (10th) day after the date of such notification. If the tenth (10th) day is not a Business Day, the standstill period ends at 23:59 GMT on the next Business Day.

SECTION C - INSTRUCTIONS TO TENDERERS**1 GUIDANCE INSTRUCTIONS**

- 1.1 Instructions to Tenderers on preparing and submitting Tenders are set out in Annex B (Defence Sourcing Portal Guidance (DSP)) and Annex C (Instructions to Tenderers) and should be read in conjunction with Annex D (Evaluation of Tenders).

SECTION D – CONDITIONS OF TENDERING**1 NO COMMITMENT**

- 1.1 The issue of ITN Documentation or ITN Material is not a commitment by the Authority to enter a Contract as a result of this Contract procurement or at any time. 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.
- 1.2 The Authority reserves the right, but is not obliged to:
- 1.2.1 withdraw this ITN at any time, or re-invite Tenders on the same or any alternative basis;
 - 1.2.2 vary the terms of this ITN in accordance with applicable law;
 - 1.2.3 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;
 - 1.2.4 visit any site or premises owned or occupied by any Tenderer;
 - 1.2.5 disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITN;
 - 1.2.6 disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the PQQ or the tender process otherwise;
 - 1.2.7 re-assess any Tenderer's 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 paragraph 9 (Material Change of Control of Section A of this ITN));
 - 1.2.8 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;
 - 1.2.9 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;
 - 1.2.10 choose not to award any contract as a result of the current procurement process (the Authority will issue a notice of completion in such circumstances); and
 - 1.2.11 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.
- 1.3 The Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority to the address you provide, on or before the end of the

validity period specified in paragraph 15 (Validity of Tenders) of Annex D (Evaluation of Tenders).

2 CONFORMING TO THE LAW

- 2.1 Each Tenderer must comply with all applicable UK legislation and any equivalent legislation in a third state.
- 2.2 Tenderers' attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If any Tenderer acts in breach of this legislation, its Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that the Tenderer's conduct may attract.

3 BID RIGGING AND OTHER ILLEGAL PRACTICES

- 3.1 Tenderers must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline
0800 161 3665 (UK) or
+44 1371 85 4881 (Overseas)

4 CONFLICTS OF INTEREST

- 4.1 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:
 - 4.1.1 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 or provider of finance;
 - 4.1.2 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;
 - 4.1.3 enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
 - 4.1.4 canvass the Authority or any employees or agents of the Authority in relation to this procurement; or
 - 4.1.5 attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.
- 4.2 Tenderers must notify the Authority immediately where they 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, arises or may arise,

or, where 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.

- 4.3 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, Tenderers must notify the Authority immediately and provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual, potential or perceived 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 fully meets the requirements listed at 4.3.1 to 4.3.7 below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, the successful Tenderer's proposed Compliance Regime will become part of the Contract Terms & Conditions. As a minimum, the Compliance Regime must include:

- 4.3.1 the manner of operation and management of the Compliance Regime;
- 4.3.2 roles and responsibilities;
- 4.3.3 standards for integrity and fair dealing;
- 4.3.4 levels of access to and protection of competitors' sensitive information and Government Furnished Information;
- 4.3.5 confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);
- 4.3.6 the Authority's rights of audit; and
- 4.3.7 physical and managerial separation.

- 4.4 Tenderers are ultimately responsible for ensuring that no COI exists between the Tenderer and their advisers, and the Authority and its advisers. Any Tenderer who fails to comply with the requirements described at paragraphs 4.1 to 4.4 (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.

5 PUBLICITY ANNOUNCEMENTS

- 5.1 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.
- 5.2 Under no circumstances should any Tenderer confirm to any Third Party the Authority's Contract award decision before the Authority's announcement of the award of Contract.

6 SENSITIVE INFORMATION

- 6.1 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.
- 6.2 For these purposes, the Authority may share within Government any of the Tenderer's 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 Information and are deemed to consent to these terms by participating in the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.
- 6.3 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 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.

7 REPORTABLE REQUIREMENTS

- 7.1 Listed in Annex A (Tender Submission Document (Offer)) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in Annex A and, where you select yes, you attach the relevant information in accordance with the instructions therein.
- 7.2 Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete Annex A in full and attach relevant information where required.

8 LOTS

- 8.1 This requirement has not been split into lots.

9 VARIANT TENDERS

- 9.1 The Authority will not accept variant tenders as defined in Regulation 13 of the Defence and Security Public Contracts Regulations 2011.
- 9.2 The Authority may treat a Tender as Non-Compliant where it includes any such additional or alternative contract conditions and the Authority reserves the right to exclude such Tenders from the procurement.

10 SAMPLES

- 10.1 Samples are not required.

11 RUSSIAN AND BELARUSIAN SUPPLIERS, PRODUCTS AND SERVICES

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

11.1.1 contain any Russian or Belarusian products and/or services; and/or

11.1.2 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 or Belarusian person or entity. Please note that this does not include companies:

11.1.2.1 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

11.1.2.2 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.

11.2 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 or Belarusian products and/or services.

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

12 GOVERNMENT FURNISHED ASSETS

12.1 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 (as defined in DEFCON 694) 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.