

Covering Letter



Ministry  
of Defence

Mr Mike Charlton  
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DE&S Abbey Wood  
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Spruce 2c  
NH1  
Bristol BS34 8JH  
Tel: (0)30 679 86349  
Email: DESLEOSP-MCO3@mod.uk

Your Reference:  
N/A

Our Reference:  
OSP/0050CWSS

Date: 29/07/2016

Dear Sir/Madam,

**Invitation to Negotiate for The Demonstration, Manufacture and In-service Support of the Combat Water Supply System (CWSS) Prime Contract for Provision and Support of Expeditionary Water Services**

**Reference No. OSP/0050**

You are invited to negotiate for the Combat Water Supply System (CWSS) as a Prime contractor for the demonstration, manufacture and support of expeditionary water services in competition in accordance with the attached documentation.

The requirement as stated in the Schedule of Requirements and in all the ITN OSP/0050 associated Annexes.

The anticipated date for the contract award decision is 08/05/2017. Please note that this is an indicative date and may change.

You must submit your Tender to arrive no later than 10:00am 24/10/2016. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.

Please confirm receipt of this tender to the Commercial Manager stated in the below address by 2<sup>nd</sup> August 2016.

Miss C. Wilkins  
Commercial Manager  
Operational Infrastructure Programme  
DE&S Abbey Wood #1309 Spruce 3A  
Bristol, BS34 8JH  
Tel: 030 679 87509, Email: DESLEOSP-OIP-CWSS-Comrcl@mod.uk

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A list of Suppliers Invited to submit a Tender can be located at Page 3 of the Covering Letter.

Please note: An executive summary of the requirement can be located at Page 4 of the Covering Letter.

Yours faithfully,

Mike Charlton  
OSP Commercial Deputy Head

**Covering Letter**

**List of Suppliers Invited to Submit a Tender for ITN No. OSP/0050**

| <b>Supplier Name</b>                         | <b>Supplier Address</b>  | <b>Supplier Point of Contact</b>          |
|--|--|---|
| Portsmouth Aviation Ltd                      | Airport Service Road<br>Portsmouth<br>Hampshire<br>PO3 5PF<br>United Kingdom                             | Mr. Stradling<br>a-stradling@portav.com   |
| Kellogg Brown & Root, Inc.                   | Hill Park Court<br>Springfield Drive<br>Leatherhead<br>Surrey<br>KT22 7NL<br>United Kingdom              | Mr. Donohoe<br>barry.donohoe@kbr.com      |
| Marshall Land Systems Ltd                    | Northworks<br>The Airport<br>Newmarket Road<br>Cambridge<br>Cambridgeshire<br>CB5 8RX<br>United Kingdom  | Mr S.Lamb<br>stephen.lamb@marshalladg.com |
| Carwood Motor Units Ltd                      | Herald Way<br>Binley<br>Coventry<br>Warwickshire<br>CV3 2RQ<br>United Kingdom                            | Mrs S. Bevan<br>Suebevan@carwood.co.uk    |
| Aircraft Maintenance<br>Support Services Ltd | Eagle House<br>Village Farm Industrial Estate<br>Bridgend<br>Mid Glamorgan<br>CF33 6NU<br>United Kingdom | Mr. Lynch<br>gary@amss.co                 |

## Summary

Tender : OSP/0050

The Demonstration, Manufacture and In-service support of the Combat Water Supply System (CWSS) Prime Contract for Provision and Support of Expeditionary Water Services

### **CWSS Capability**

Combat Water Supply System (CWSS) is a tri-Service project that seeks to provide deployed military forces in the land environment, with the ability to be self-sufficient in the production and storage of safe drinking water. CWSS will improve on in-service capabilities through its ability to produce both potable and palatable water, reduce the dependency on commercially bottled water, be highly reliable and minimise the through life training requirement for users and maintainers. In achieving these benefits, the associated manpower burden and logistic footprint will be reduced accordingly. CWSS is expected to remain in service until at least 2035.

### **Summary of ITN**

The contract requirement spans Demonstration, Manufacture and initial In-service Phases of a project life cycle. It includes options for the procurement of both additional equipment capability and services but it should be recognised that the Authority may choose not to enact any of these options during the life of the contract.

This competition is using the Negotiated Procedure under DSPCR 2011 regulations to achieve the most cost effective solution. To inform the overall investment decision, tenderers are expected to provide technical and cost information relating to both a traditional support solution and contractor logistic support, wherein the successful supplier would undertake elements of support currently delivered by MOD organisations.

Negotiations will be conducted with the preferred bidder only, on conclusion of the tender evaluation process.

## **DEFFORM 47**

### **Invitation to Negotiate for**

The Demonstration, Manufacture and In-service Support of the Combat Water Supply System (CWSS) Prime Contract for Provision and Support of Expeditionary Water Services - OSP/0050

## Contents

This invitation consists of the following documentation:

- **DEFFORM 47 – Invitation to Negotiate.** The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
  - o Section A – Introduction Page 6
    - ☐ Definitions
    - ☐ Purpose
    - ☐ ITN Documentation and ITN Material
    - ☐ Tender Expenses
    - ☐ Material Change of Control from Supplier Selection
    - ☐ Contract Conditions
    - ☐ Consultation with Credit Reference Agencies
    - ☐ Other Information
    - ☐ Authority Commercial Branch and Communication
    - ☐ Queries Relating to Tender
  - o Section B – Key Tendering Activities Page 10
  - o Section C – Instructions on Preparing Tenders Page 11
    - ☐ Tenders for Selected Contractor Deliverables
    - ☐ Construction of Tenders
    - ☐ Validity
    - ☐ Tender Return
    - ☐ List of Tender Deliverables ILS/CLS Statement of Requirements (Serials 60 & 61 to Annex M of the DEFFORM 47)
    - ☐ How to complete the ILS/CLS Compliance Matrix
    - ☐ Integrated Support Plan (ISP) (Serial 2 to Annex M of the DEFFORM 47)
    - ☐ Risk Management (Serials 9 and 10 to Annex M of the DEFFORM 47)
    - ☐ Quality Assurance
    - ☐ Quality Assurance (Serials 59,65,60,61,63 to Annex M of the DEFFORM 47)
    - ☐ Acceptance Plan (Serial 87 to Annex M of the DEFFORM 47)
    - ☐ Change and Configuration Control Procedure (Serial 33 to Annex M of the DEFFORM 47)
    - ☐ Safety and Environmental Protection (Serials 7,8,66,67 to Annex M of the DEFFORM 47)
    - ☐ Training (Serials 56,57 to Annex M of the DEFFORM 47)
    - ☐ Whole Life Cost (WLC) Data Entry Spread Sheet (Serial 12 to Annex M of the DEFFORM 47)
    - ☐ Government Furnished Assets (Serials 13,70 to Annex M of the DEFFORM 47)
    - ☐ Milestone Payment Plan (Serial 72 to Annex M of the DEFFORM 47)
    - ☐ Project Management Plan (Serial 53 to Annex M of the DEFFORM 47)
    - ☐ Transfer of Undertakings (Protection of Employment)
    - ☐ TUPE Information Provided for Tendering Purposes
    - ☐ Information Required About Tenderers' Intentions for MOD Staff Who May Transfer
    - ☐ Pensions- Authority Employees & Former Authority Employees
    - ☐ Applicable Documents
    - ☐ MOD Program Planning Assumptions (Serials 55,72 to Annex M of the DEFFORM 47)
    - ☐ Jigs, Tools and Test Equipment (Serial 74 to Annex M of the DEFFORM 47)
    - ☐ Support & Test Equipment (S&TE) (Serials 75 to Annex M of the DEFFORM 47)
    - ☐ Complete Equipment Schedule (CES) (Serials 32,75 to Annex M of the DEFFORM 47)

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- DEFFORM 47)
    - ☐ Available Tools (Serials 13, 37 to Annex M of the DEFFORM 47)
    - ☐ Systems Requirement Document (SRD) (Serials 63,86,87 to Annex M of the DEFFORM 47)
    - ☐ Standards (For Information)
- o Section D – Tender Evaluation Page 25
- o Section E – Instructions on Submitting Tenders Page 83
  - ☐ Submission of your Tender
- o Section F – Conditions of Tendering Page 84
  - ☐ Conforming to the Law
  - ☐ Bid Rigging and Other Illegal Practices
  - ☐ Conflicts of Interest
  - ☐ Government Furnished Assets
  - ☐ Standstill Period
  - ☐ Publicity Announcement
  - ☐ Sensitive Information
  - ☐ Remedies for Breach of Contract
  - ☐ Reportable Requirements
- o DEFFORM 47 Annex N – Tender Submission Document (Offer) Page 87
  - ☐ Appendix 1 to DEFFORM 47 Annex N (Offer) –  
Information on Mandatory Declarations Page 91
- Contract Conditions
- DEFFORM 111 – Appendix to Contract - Addresses and Other Information
- Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)
- DEFFORM 28 – Tender Return Label

#### **Annexes to DEFFORM 47**

- Annex A – Assumed Usage
- Annex B – Integrated Logistic Support Plan
- Annex C – Integrated Logistic Support Product descriptions
- Annex D– Risk opportunity management plan
- Annex E – Safety and environmental case part 1
- Annex F – Training Needs Analysis Scoping Study
- Annex G – In-Service water use study
  - o Annex G Appendix 1 – In-Service water use study template
- Annex H – Pre-Contract Contractor Traditional Support option prices
- Annex I – Whole life cost data sheet
  - o Annex I Appendix 1 – ITN Cost model Input
  - o Annex I Appendix 2 – Cost model Instructions
- Annex J – Storage and distribution requirements
- Annex K – Toolbox Schedules
  - o Annex K Appendix 1 – Toolbox S4575
  - o Annex K Appendix 2 – Toolbox S4576
- Annex L – Security aspects letter
- Annex M – Deliverables checklist
- Annex N – Statement of Good Standing
- Annex O – Tender Return Document
- Annex P – Transfer of Undertakings Protection of Employment
  - o Annex P Appendix 1 – MOD Personnel-related information
  - o Annex P Appendix 2 – HR Transition Proposals

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## **Section A – Introduction**

### **DEFFORM 47 - Definitions**

A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown.

A2. “Tenderer” means the economic operator or group of operators in the form of a consortium, including sub-contractors, which has been invited to submit a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.

A3. “Invitation to Tender” (ITN) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.

A4. A “Tender” is the offer that you are making to the Authority.

A5. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificate(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) which the contractor is required to provide under the contract in accordance with the Schedule of Requirements.

A6. “Schedule of Requirements” attached below 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.

A7. The “Statement of Requirement” at Annex A details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached at Annex A to this DEFFORM 47.

A8. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.

A9. “Contract Conditions” means the attached conditions that will govern any resultant contract.

A10. A “Third Party” is any person who is not an employee of the Tenderer as defined at A2.

### **Purpose**

A11. The purpose of this ITN is to invite you to propose a solution to meet the Authority’s requirement. This documentation explains and sets out the:

- a. tender process and timetable for the next stages of the procurement;
- b. instructions and conditions that govern this competition;
- c. information you must include in your Tender and the required format;
- d. administrative arrangements for the receipt and evaluation of Tenders;
- e. Contract Conditions that shall apply in the event that the Authority awards a contract following this Competition.

A12. The sections in this ITN and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A13. This ITN has been issued to all potential Tenderers chosen during the supplier selection stage,

listed on page 3 of the Covering Letter.

### **ITN Documentation and ITN Material**

A15. ITN Documentation means 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 issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITN. 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 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;
- 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 A15.c, 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;
- e. accept that any further disclosure of ITN Documentation, 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 Commercial Team if you decide not to submit a Tender;
- g. immediately return 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'.

A16. Some or all of 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 will be in addition to, and not derogate from, your obligations under paragraph A15 above.

### **Material Change of Control from Supplier Selection**

A17. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

### **Contract Conditions**

A18. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are

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available electronically via <https://www.gov.uk/acquisition-operating-framework>.

Note: The MOD is changing to an electronic end to end procurement system. Any conditions relating to the payment process may be amended between the issue of this ITN and contract award. Any change will solely be for the purpose of ensuring payment is made.

### **Consultation with Credit Reference Agencies**

A19. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

### **Other Information**

A20. Please read the ITN thoroughly, examine the documents to be submitted with the tender and plan the preparation of these documents. When finalising the tender please check that it includes all of the required documents and that you have inserted them in the correct volume (Commercial or Technical). If for any reason you are unable to submit a required document with your tender, please explain why in advance to your submission, failure to do this may make your tender non-compliant.

A21. The Tenderer should note that the information provided within this ITN takes precedence over any information that may have been received prior to its issue through discussions with MOD staff or the Armed Forces. If there is a major conflict between the information in the ITN and information obtained from any other source, Tenderers should notify the Authority's Commercial Branch immediately in writing to request clarification.

A22. All correspondence and discussions which take place during the Tendering period and following receipt of Tenders will, subject to legislative, judicial or Parliamentary requirements, be treated in confidence by the Authority and shall be treated in confidence by all Tenderers.

### **Authority Commercial Branch and Communications**

A23. As detailed within the Covering Letter, you must submit your Tender no later than 10:00am on the 24/10/2016. You must attach the Tender return label (DEFFORM 28) to the outer packaging of your Tender.

A24. The Tenderer should note that the following contact name and address applies in the context of this Tender:

Miss Cassie Wilkins  
Operational Infrastructure Programme (OIP) Commercial  
Defence Equipment and Support  
Spruce 3a #1309  
MOD Abbey Wood  
Bristol  
BS34 8JH  
Telephone: 030 679 87509  
Email: DESLEOSP-OIP-CWSS-Comrcl@mod.uk

A25. All communications in connection with this ITN, whether Technical or Commercial must be sent in writing (via email) to the Commercial Branch. Failure to do so may result in disqualification from the competition.

A26. The Tenderer shall provide a single, named individual to act as the focal point for all communications with the Authority in connection with this ITN. This person shall be clearly identified in the Tender response.

#### **Queries Relating to Tender**

A27. All requests for clarification about the requirement or the process of this tender exercise shall be raised with the Commercial Branch. Clarification requests shall only be submitted in writing via the AWARD Evaluation tool. Tenderers must label their Clarification request with the prefix 'S' if they believe their question to be solution specific and therefore will not be shared with other Tenderers, or 'G' if they believe their question to be general and can be shared with all Tenderers. The Authority however will have the final say on whether the question prefix has been attributed correctly. If the Authority deems the Question to be General and not Specific so therefore will be shared with other Tenderers, the Tenderer will be given the opportunity to withdraw their Question prior to an answer being released, should they not want the question to be shared. Questions shall be submitted no later than 5 working days prior to the Tender Submission Date. The Authority intends to respond to Clarification Questions on a weekly basis with responses issued on the Monday of each week. Where this is not possible the Authority will inform the Tenderer of the expected response time.

## Section B – Key Tendering Activities

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

| Stage  | Date and Time   | Initiated By  | Submit to:  |
|--|---|---------------|---|
| Final date for Clarification Questions / Requests for additional information<br>Refer to A27 | 10 <sup>th</sup> October 2016                                 | Tenderers     | Upload onto AWARD                                       |
| The Authority issues Final Clarification Answers<br>Refer to A27                             | 17 <sup>th</sup> October 2016                                 | The Authority | Upload onto AWARD                                       |
| Tender Return<br>Refer to A23, B1 & C5   | 10:00am<br>24 <sup>th</sup> October 2016                      | Tenderers     | The Tender Board, using DEFFORM 28 and upload to AWARD. |
| Tender Evaluation  | 25 <sup>th</sup> October – 04 <sup>th</sup> January 2017      | The Authority | N/A   |
| Announce Preferred Bidder  | 05 <sup>th</sup> January 2017                                 | The Authority | N/A   |
| Negotiations   | 09 <sup>th</sup> January 2017 – 27 <sup>th</sup> January 2017 | The Authority | N/A   |
| Submit Final Tender  | 09 <sup>th</sup> February 2017                                | Tenderer      | The Authority addressed at A24.                         |
| Estimated Contract Award   | 08 <sup>th</sup> May 2017                                     | The Authority | N/A   |

Section B – Table 1

B1. Please Note: The Tenderer must make requests for an extension to the Tender Return date before the 10<sup>th</sup> October 2016, in writing (email is sufficient) to the named contact at A24. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers

B2. The Tenderer is to adhere to the dates in Table 1 above up to and including Tender Return. All other dates are anticipated and may be subject to change by the Authority.

## **Section C - Instructions on Preparing Tenders**

### **Tenders for Selected Contractor Deliverables**

C1. You must Tender for all the Contractor Deliverables listed in the attached Schedule of Requirements. The Authority reserves the right to reject your Tender where you have not tendered for all of the Contractor Deliverables.

### **Construction of Tenders**

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP. Prices must be Firm/Fixed Price (where appropriate)

C3. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

### **Validity**

C4. In accordance with F3 your Tender must be valid / open for acceptance for 270 calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

### **Tender Return**

C5. Any Tender received after 10.00am on 24<sup>th</sup> October 2016 will be rejected unless the Tenderer can provide irrefutable evidence that the Tender was received in full by the due date and time.

### **List of Tender Deliverables**

C6 **ITN Deliverables (Commercial)** - The Tenderer must provide the following Commercial Deliverables:

| <b>Serial No:</b>                         | <b>ITN Deliverable - Commercial</b>  |
|---|--|
| 1 – Statement of Good Standing            | Signed Statement of Good Standing – at Annex S to the ITN OSP/0050   |
| 2 – Terms and Condition Compliance Matrix | Provide a completed Term and Condition compliance matrix – Ref to Section D - 2.1.   |
| 3 – DEFFORM 47 Annex N (Offer)            | Completed DEFFORM 47 Annex N - Tender Submission Document (Offer).<br>Please Note: This must include the CLS Firm Price, not the traditional.  |
| 4 – Pricing                               | Provide Firm/Fixed prices for Schedule of Requirements as stated<br><u>Line Item 1</u> : The Tenderer is to provide a Price and Lead Time for all validation activities of their system. Refer to Systems Requirement Document (SRD) at Annex C to the ITN and Contractor's Participation Integrated Test Evaluation Acceptance & Activities (CPITEAA) at Annex C Appendix 2 to the ITN for validation activities.<br><u>Line Item 2</u> : Tenderers are to provide a Price, Quantity and Lead Times for the supply of their equipment, which meets the Authority's requirements within the Battle Field Mission (BFM) document at Annex C Appendix 1.<br>Please Note: Reference should be made to paragraph C21 of Section C to |

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|                                  |   |
|----------------------------------|---|
|                                  | <p>the DEFFORM 47.</p> <p><u>Line Item 3:</u></p> <p>3a – Integrated Logistic Support: Tenderers are to provide a Firm Price for all Integrated Logistic Support activity in accordance with Annex D to the ITN, which has been identified with “ILS”.</p> <p>3b – Set-up of Contractor Logistic Support (CLS): The Tenderer shall provide a proposal, which includes: a Firm Price, Lead Time (in the form of milestones) and detailed Set-up activities in order to establish the CLS Service at Annex D to the ITN, which has been identified with “CLS”.</p> <p>3c – Contractor Logistic Support (CLS): CLS support will commence from Initial Operating Capability (IOC). The Tenderer is to provide a Firm Price covering a period of 5 years CLS support in accordance with Annex D to the ITN, which has been identified with “CLS”. Your proposal must take into account the CWSS Assumed Usage levels at Annex A to the DEFFORM 47.</p> <p><u>Line Item 4:</u> Labour/PDS / Ad-hoc Tasking activities in support of CWSS, which are not covered by the CLS scope of activity. The Tenderer is required to provide their Grade Structure, Man Hours Rates, Profit, Overheads and Travel and Subsistence Rates at Appendix 1 to Annex Q to the ITN.</p> <p><u>Line Item 5:</u> The Tenderer is to provide Firm and or Fixed Prices (as applicable) for the Options detailed at Annex P to the ITN. To note: for calendar years 2022 and 2023 your pricing will be fixed and subject to the provisions of Variation of Price (VOP), refer to condition 4.2 of the ITN.</p> <p><u>Line Item 6:</u> Contractor Traditional Support: Tenderers are to provide a Price for all Contractor Traditional Support activity in accordance with Annex D to the ITN, which has been identified with “CTS”.</p> <p>The contractor is to complete Table 1 and 2 of paragraph 4.9 of the ITN Terms and Conditions OSP/0050.</p> <p><b>Please Note: A Firm Price is required for Traditional Support and CLS. Ref: to Annex D ILS/CLS SoR to the ITN. Only the support package (CLS or CTS) once evaluated via Section D of the DEFFORM 47 will be taken forward into Contract Award.</b></p> |
| <b>5 – Annex H to DEFFORM 47</b> | <p>The Tenderer is therefore required to complete Annex H to the DEFFORM 47 with their Firm Price for providing a Contractor Traditional Support Service.</p>   |
| <b>6 - EVMS</b>                  | <p>The Authority requires that an Earned Value Management System (EVMS) shall be used to support this Requirement. Tenderers are invited to submit proposals in the form of a stand alone document to be included in the Contract’s Schedule of Requirements. This must demonstrate how they will comply, giving due regard to the outline requirements detailed below and each of the EVM Conditions 4.5, 4.6, and 4. Of the ITN.</p> <p>2. Tenderers are also invited to propose an Earned Value Management System (EVMS) Implementation Plan that demonstrates how they will implement a comprehensive capability for performance management and reporting. The Implementation Plan will also be included in the Contract’s</p>  |

|                                       |   |
|---------------------------------------|---|
|                                       | <p>Schedule of Requirements as a stand alone document and must:</p> <p>2.1 describe, with proposed timescales, how the tenderer will develop, establish and operate an EVMS which can be demonstrated to satisfy the Authority's reporting requirements;</p> <p>2.2 show how the tenderers management control systems will provide data which:</p> <p>(2.2.1) provides timely and reliable information about work progress;</p> <p>(2.2.2) properly relates cost, schedule and technical achievement; and</p> <p>(2.2.3 supplies their managers and the Authority's Acquisition Team (see DEFFORM 111) with information at a practical level of aggregation;</p> <p>2.3 include assessment and mitigation plans for complex criteria;</p> <p>2.4 propose suitable milestones for the measurement of the integrity of the contract EVMS;</p> <p>2.5 describe how Management Reserve will be determined and controlled including:</p> <p>(2.5.1) a proposal for an effective control mechanism for Management Reserve including where it would be held in the company; and</p> <p>(2.5.2) an indication of how the application of Management Reserve will be authorised, and whether this authorisation will be under the sole control of the Contractor, or jointly agreed with the Authority.</p> |
| <b>7 – Unauthorised Repair Limits</b> | The Tenderer is required to complete the blank table labelled Unauthorised Repair Limits at Annex A paragraph 5.6 to the ITN OSP/0050   |
| <b>8 - KPIs</b>                       | The Tenderer is required to provide a statement confirming that they are accepting of the KPIs at Annex G to the ITN.   |

Section C Table 1 – ITN Deliverables (Commercial)

**C7. ITN Deliverables (Technical)** – The Tenderer must provide all Technical Deliverables listed at Annex M to the DEFFORM 47. The Authority has provided at Paragraphs C8-C27 (for guidance purposes only) how the Tenderer is to complete some of the Technical Deliverables required as a part of your Tenderer submission.

#### **ILS/CLS Statement of Requirements (Serials 60 & 61 to Annex M of the DEFFORM 47)**

**C8.** The Tenderer is required to complete the Compliance Matrix at Appendix 1 & 2 to Annex D of the ITN OSP/0050 for Contract Logistic Support (CLS) and Contractor Traditional Support (CTS).

#### **How to Complete The ILS/CLS Compliance Matrix**

- a. This guidance has been added on how to demonstrate compliance with the ILS/CLS SoR at Annex D to the ITN OSP/0050:
- b. Indicate i.a.w. response definitions below:



- i. **Yes** - Where the Tenderer has offered full compliance with the Authority's requirement as stated, providing evidence.
  - ii. **No** - Where the Tenderer is not offering compliance with the Authority's requirement.
  - iii. **Alternative** - Where the Tenderer is unable to unconditionally meet the requirement but can offer an alternative or partial means of meeting the requirement, the Tenderer is to clearly describe details of any alternative solutions proposed. The location of all supporting documentation and evidence is to be stated and clearly referenced in the Compliance Matrix comments column.
- c. Where the Tenderer has provided a Yes or Alternative response in accordance with the definitions above, a link to supporting evidence must be provided demonstrating compliance.
  - d. References to Standards, Contractual Conditions and other external sources should be included.
  - e. Core/non-core requirements refer to whether requirements form part of the core contract or must be paid for separately on an 'ad hoc' basis. i.e. PDS tasks.
  - f. Tenderers to complete both Compliance Matrices at Annex D to the ITN OSP/0050 Appendix 1 and 2. to enable both Full CLS and Contractor Traditional Support to be assessed.

#### **Integrated Support Plan (ISP) (Serial 2 to Annex M of the DEFFORM 47)**

C9. The Tenderer shall ensure all plans (Inc. elements within the ISP) required are delivered.

i.a.w. ILS/CLS SoR and ensure they consider equipment support through life. Referring out to detailed plans where appropriate, the Tenderer shall describe the transition to, and implementation of, the contracted CLS service. As a minimum, this description shall cover:

- a. An outline of how the service will be managed, identifying staffing levels and skills up to and including steady state, and how good practice can be maintained and assured;
- b. What support processes will be implemented, how these integrate into the Joint Support Chain and other involved organisations, associated information flows (what, how, when and who), and how the material flow of both assets and spares will be controlled and auditable;
- c. How the support solution will be tailored to meet the specific requirements of the ILS/CLS SoR throughout the life of the contract and the equipment is sustainable for that duration. The Authority may consider at some future stage outsourcing in –theatre repair work currently carried out by MOD personnel. In which case the Authority may wish to amend the CWSS contract to require the Tenderer to provide Articles and Services (e.g. spares and technical help desk support) to in-theatre repair contractors nominated in the CWSS contract. Please advise if this would cause you any problems and, in particular, whether there are any in-theatre contractors to whom you would be reluctant to supply CWSS Articles and Services at the Authority's expense;
- d. The facilities to be utilised and the contractual standing of any rental, hire or intended purchase. Where existing facilities are intended to be used, whether they require adapting or

expanding to meet the CWSS requirement;

- e. The plan for transition from the current support arrangements for all legacy equipment listed at Annex A to the ITN OSP/0050, indicating timescales, manpower and dependencies on the Authority;
- f. Any major risks to the successful implementation of the support proposal and proposed mitigation actions.
- g. The Authority's CWSS Integrated Logistic Support Plan has been provided at Annex B to the DEFFORM47 to assist the Contractor in developing their ISP.
- h. To assist the Contractor in producing the element plans requested in the ILS/CLS SoR the Product Descriptions have been provided at Annex C to the DEFFORM47.

**Risk Management (Serials 9 & 10 to Annex M of the DEFFORM 47)**

C10. In response to the ITN the Tenderer is to provide a draft Risk Register. The Risk Register shall be provided in the format at CDR 20-02, located at Annex B Appendix 3 of the ITN OSP/0050. As a minimum, it shall contain the following:

- a. Qualitative assessment of the Project Risks and Opportunities to the completion of the contract. This shall include the likelihood of occurrence of each risk and its impact on the programme together with corresponding mitigating strategy; fallback and containment measures in terms of delivery, risk owner and cost (e.g. impact of late availability of particular system components).
- b. The Tenderer shall provide a Risk and Opportunity Management Plan which describes the way in which risks and opportunities are to be identified and controlled during the execution of any design, development and manufacture. The Plan shall define how risk will be managed throughout the life of the contract, including risks in the set-up and provision of the support service. The Risk and Opportunity Management Plan should be provided in the format i.a.w. CDR 20-01 located at Annex D to the DEFFORM 47. As a minimum, it shall contain the following:
  - i. A description of the Project Organisation, showing the lines of responsibility between individuals who are tasked with managing specific risks or risk categories;
  - ii. The procedure and frequency for reporting changes to the overall predicted project time-scales. The procedure shall ensure that the Authority is informed of changes at the earliest practicable opportunity but no later than 5 (five) days after the change;
  - iii. Definitions of all Risk terms used by the Tenderer.

The Authority's CWSS ROMP has been provided for information at Annex D to the DEFFORM 47. The Risk Register template is provided at Annex B Appendix 1 to the ITN OSP/0050.

**Quality Assurance (Serials 59, 65, 60, 61, 63 to Annex M of the DEFFORM 47)**

C11. In response to the Tender the Tenderer is to provide:

- i. Draft Quality Plan i.a.w. CDR 27-01
  - ii. An in scope ISO 9001 accreditation certificate
  - iii. Confirmation the solution complies with the Quality standards called for in the Contract and all its Annexes.
- a. When writing the Quality Plan, the Tenderer should consider the guidance notes contained in AQAP 2105. This guidance does not propose to be exhaustive but highlights the minimum requirements for deliverable Quality Plans.

**Acceptance Plan (Serials 87 to Annex M of the DEFFORM 47)**

C12. In response to the Tender the Tenderer is to provide a draft Acceptance Plan, detailing how they will demonstrate to the Authority that the solution meets the Requirements of the SRD, ILS/CLS SoR and the conditions of the draft Contract. They should provide a statement of compliance against the testing methods and levels in the Contractor's Participation in Integrated Test, Evaluation and Assessment Activities at Annex C Appendix 2 of the ITN OSP/0050 or highlight where their offer differs.

- a. The Tenderer shall provide a draft acceptance plan which details:
- i. A schedule of acceptance events and MOD resources required. This includes but is not limited to MOD people, equipment and facilities.
  - ii. Any non-MOD resources required.
  - iii. Any expectations the contractor may have regarding the authority.
  - iv. The Tenderer's internal process for managing acceptances showing clearly how this conforms with the process laid out in Annex C Appendix 2 to ITN OSP/0050.
  - v. Suggested amendments to Tenderer's Participation in Integrated Test, Evaluation and Assessment Activities at Annex C Appendix 2 of the ITN OSP/0050.

**Change and Configuration Control Procedure (Serials 33 to Annex M of the DEFFORM 47)**

C13. In response to the Tender the Tenderer shall provide a Configuration Management Plan, as called for in the ILS/CLS SoR and CDR 17-01, detailing the proposed change procedure, located at Annex D to ITN OSP/0050.

**Safety and Environment Protection (Serials 7, 8, 66, 67, 68 to Annex M of the DEFFORM 47)**

C14. In response to the ITN the Tenderer shall detail their response of Safety and Environmental Protection as detailed below:

- a. In response to the Tender the Tenderer shall detail their Experience of Safety and Environmental Management:

- i. The Tenderer shall supply evidence, detailing experience in producing Safety & Environmental Documentation in accordance with the Safety and Environmental Requirements Documentation at Annex F to the ITN OSP/0050 and the SRD at Annex C to the ITN OSP/0050. This should include the demonstration of the levels of competence of proposed members of Contractor's Project Safety and Environmental Panels. Suitably Qualified and Experience Personnel (SQEP) forms will be completed to demonstrate and record competence.
- ii. The Tenderer shall supply details of any Independent Safety and Environmental Manager (ISEM) which he may propose to appoint. Demonstrating SQEP i.a.w. requirements above i.e. Suitable Qualifications, Experience, Accreditations and work on similar projects/requirements.
- iii. The Authority recommends that, if required, any Safety and Environmental Consultant the Tenderer employs should have a proven track record of meeting the Authority's requirements for Safety and Environmental Management on recent MOD Land Systems contracts.

NOTE: The Authority may appoint his own Independent Safety and Environmental Assessor (ISEA) to review and audit the production and documentation of the Safety and Environmental Cases.

b. Safety and Environmental Management Plan;

- i. In response to the Tender the Tenderer shall provide a Draft Safety and Environmental Management Plan (SEMP) i.a.w. DEFSTAN 00-56 and JSP 454.
- ii. The draft Plan shall include, but not limited to:
  1. The Tenderer's proposed Safety and Environmental Targets to be adopted through life and the identity of the person, or persons, who shall be jointly responsible with the Authority for confirming that Safety Risk is As Low As Reasonably Practicable (ALARP) and the Environmental Impact Assessment is acceptable;
  2. The proposed procedures and techniques for conducting Hazard identification, analysis and control and details of the audit process that shall be used to ensure the integrity of the Hazard Management process.

c. Safety and Environmental Case Report;

- i. In response to the Tender the Tenderer shall provide a draft Part 2 Safety and Environmental Case Report, a Part one developed by the Authority has been provided to assist the Part 2 development at Annex E to the DEFFORM 47.
- ii. The draft Part 2 is to provide sufficient evidence that argues the tendered solution can meet the safety and environmental requirements established in the SRD and

Requirements at Annex C to the ITN OSP/0050.

- d. In response to the Tender the Tenderer is to complete DEFORM 68 Hazardous Articles, Materials or Substances Statement by the Tenderer. The Successful Tenderer is required to comply with DEFCON 68 Hazardous Articles, Materials and Substances. This form will be updated through the development phase.

**Training (Serials 56, 57 to Annex M of the DEFFORM 47)**

C15. The Tenderer shall provide a Draft Training Plan detailing how he intends to conduct a Training Needs Analysis (TNA) in accordance with JSP 822. The TNA Scoping Study and In service equipment Use Study have been provided for information to inform the TNA process at Annexes E and F to the ITN OSP/0050 respectively. As part of his Tender, the Tenderer shall also propose how he intends to monitor and maintain the Training Needs throughout the life of the equipment taking into account any changes in equipment design or usage, obsolescence and any other circumstances where he deems such further training may be required.

**Whole Life Cost (WLC) data entry spreadsheet (Serial 12 to Annex M of the DEFFORM 47)**

C16. The Tenderer shall complete four (4) copies of the WLC data entry spreadsheet provided at Annex H of the DEFFORM 47.

- a. The first two copies shall be labelled "Contract Duration" and cover the duration of the projected contract for the two support options (Contractor Traditional Support, Full CLS). The second copy shall be labelled "Equipment End of Life" and cover the expected life of all new equipment (year 2034) procured under the contract for the two options (Traditional Support, Full CLS); legacy equipment should be assumed continue in-service for the life of CWSS. These variant WLC spreadsheets have been requested in order to enable a comparison between bids against both costs within the contract duration and total equipment life. A hard copy of each completed spreadsheet shall be provided in addition to the Tenderer's own WLC detailed spreadsheet in Excel format complete with all background figures and with explanations of any cells in the summary spreadsheet that remain blank. The Tenderer should not underestimate the importance of completing the spreadsheets fully and correctly, as the Tender assessment will take into account the estimated WLC and the realism of the stated WLC information. The Tenderer shall not create any new assumptions; if clarification is required a formal Clarification Question shall be raised.
- b. The information presented by the Tenderer in the WLC spreadsheet data entry and the Storage and Distribution questionnaire (at Annex H to the DEFFORM47) will be used to complete the Combined Operational Effectiveness Investment Appraisal on behalf of the Authority.

**Government Furnished Assets (Serials 13, 70 to Annex M of the DEFFORM 47)**

C17. The Tenderer shall request any Government Furnished Assets he considers necessary by completing Annex O to the ITN OSP/0050.

- a. This shall include any Government Furnished Equipment (GFE), Government Furnished Facilities (GFF) or Government Furnished Information (GFI) that may be required and is not reasonably obtainable elsewhere.

- b. The Tenderer is requested to note that whilst reasonable endeavours will be made to make available any candidate GFA requested, no guarantee can be given by the Authority that it will always be available.
- c. Any Government Furnished Assets which the Authority agrees to provide to the successful Tenderer will be listed at Annex O to the ITN OSP/0050, when issued, and be subject to the Authority's Loan Terms for Government Furnished Assets.
- d. The Tenderer is to include the management of the Legacy equipment to be supported under CWSS contract.
- e. The Authority offers the Water Carriage Pack (WCP) to the Tenderer as a potential solution to part of the CWSS capability. If required the Tenderer is to identify how many are required to satisfy the contract, ensuring numbers for training and the repair loop are considered. However the Tenderer is still responsible for validating that the WCP meets the requirement and the Authority accepts no liability if it fails.
  - i. Single WCP NSN4610990758085
  - ii. Twin WCP NSN4610997480535
- f. A full list of the WCP's is detailed at Annex N Appendix 2 to the ITN OSP/0050.

**Milestone Payment Plan (Serials 72 to Annex M of the DEFFORM 47)**

C18. The Tenderer's proposed milestone payment plans must include details of the stages, their expected occurrence in elapsed time from contract award, the proposed acceptance / success criteria, the individual stage payments and the proposals for earned value management. The Authority has included some suggested milestones at Annex E to the ITN OSP/0050. The proposed milestone payments must not exceed the Tenderer's expected cumulative expenditure, excluding unmatured commitment, at the expected time of achievement. The Tenderer will support their proposals with a timescale statement of his anticipated expenditure and receipts under the Contract.

**Project Management Plan (Serial 53 to Annex M of the DEFFORM 47)**

C19. The Tenderer is to provide a written Project Management Plan and pictorial Schedule with his Tender which shall incorporate all activity identified in the Work Breakdown Structure and associated with the development, manufacture and installation of first off equipment, testing, trialing, lead time, production, installation, final delivery and through life support.

- a. The plan shall demonstrate all additional activity required to comply with the Project Management requirements (i.e. Safety, Risk, Quality, R&M Case, publications, TNA, Training, Security etc.) and shall cover in detail but not be restricted to the following areas:
  - i. Summary Tasks
  - ii. Sub-Tasks
  - iii. Task Linkages
  - iv. Task start dates
  - v. Task Duration

Subject to Contract

- vi. Critical Path
- vii. Resource Allocation
- viii. Technical Milestones
- ix. Installation Milestones
- x. Delivery Milestones
- xi. Requirements on MOD (e.g. site attendance, GFA if applicable)
- xii. Risk Management including a risk register
- xiii. 10/50/90 per cent Confidence Dates
- xiv. External Dependencies

- b. The Project Schedule should be supplied electronically in MS EPM 2010 format and also on paper in a legible format, A3 in size.
- c. The dates and milestones on the plan shall be consistent with the dates included within your commercial proposal.

## **TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT)**

### **C20. Applicability of TUPE**

- a. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. It is the Authority's view that TUPE is likely to be applicable if this Invitation to Tender results in a Contract being placed. In these circumstances the Authority will wish to satisfy itself that your proposals take full account of your obligations under TUPE. Nevertheless it is your responsibility to consider whether or not TUPE applies in the individual circumstances of your tender, particularly if you are proposing to submit an innovative tender and the Authority shall not be liable for the opinion expressed above.
- b. If you have a contrary view to that of the Authority on the applicability of TUPE you are strongly encouraged to submit both a TUPE and non-TUPE tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non-TUPE tender will be considered, otherwise the tender conforming to the Authority's view will be considered.

### **C.21 TUPE Information Provided For Tendering Purposes**

- a. Information to enable you to formulate your tender on the assumption that TUPE applies is set out in Appendix 1. This information must be treated on a confidential basis and is released on the understanding that you will not copy or use the material except for the purposes of preparing your tender and that you will return it and any copies of it should you be unsuccessful in this competition.
- b. The information in Appendix 1 may be updated prior to contract award in which event the short-listed tenderers will be given an opportunity to revise or confirm their tendered prices. Additionally, the general terms and conditions of employment of MOD personnel are available in the Data Room (see Applicable Documents paragraph 12 below).

- c. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-complaint.

C.22. Information Required About Tenderers' Intentions For MOD Staff Who May Transfer.

- a. The Authority needs to have confidence that tenderers intend to meet their TUPE obligations and for this reason you are required to provide responses to the HR Response Requirements located at Annex P, Appendix 2 to the DEFFORM47.
- b. Tenderers should be aware that following selection of preferred tenderer or contract award, this information and any clarification received in respect of it will be provided by MOD to the TUs in order to meet its obligations under TUPE.

C.23. Pensions – Authority Employees and Former Authority Employees

- a. Your attention is drawn to the requirements of the Treasury's Guidance contained in 'Fair Deal for staff pensions: staff transfer from central government (October 2013).
- b. The aims of the arrangements described in the document are that:
  - i. Staff who are members of a public service pension scheme, and who are compulsorily transferred out of the public sector should continue to be members of the public service pension scheme they were in immediately prior to the transfer, while they continue to be employed on the contracted services, subject to the eligibility criteria of the relevant scheme.
  - ii. Staff previously compulsorily transferred from the public sector under old Fair Deal, and meet the eligibility requirements for new Fair Deal should be provided with access to the appropriate public service pension scheme, while they continue to be employed on the contracted services.
- c. Contractors and Sub-contractors who become employers of staff who are currently members of, or are eligible to be re-admitted to, the PCSPS will be required to enter into an Admission Agreement with the Cabinet Office and the Authority.
- d. A copy of 'Fair Deal for staff pensions: staff transfer from central government (October 2013) and the tri-partite Admission Agreement and associated guidance is available from:

<http://www.civilservicepensionscheme.org.uk/employers/applying-to-join-the-civil-service-pensions-arrangements/>

C.24. Applicable Documents



- a. For tendering purposes, copies of the documents listed throughout the Schedules of this Invitation to Tender will be held on the AWARD Tool and will be available to Tenderers at ITN Release. Information available via AWARD must be treated on a confidential basis and is made available on the understanding that you will not copy or use the material except for the purposes of preparing your tender. You may make copies of the material providing that all such copies are returned to the Authority should you be unsuccessful in this competition.

**MOD Programme Planning Assumptions (Serials 55, 72 to Annex M of the DEFFORM 47)**

C25. In preparing the Tender submission, the Tenderer should note the following indicative dates:

|   |            |
|---|------------|
| Delivery of First equipment                         | Sept 2018  |
| Establishment of Initial Operating Capability (IOC) | March 2019 |
| Full Operating Capability established (FOC)         | March 2020 |
| Contract expiry                                     | March 2024 |

Note - The IOC and FOC dates above are later than the associated delivery dates to enable the other Defence Lines of Development (DLODs) to catch up.

**Jigs, Tools and Test Equipment (Serial 74 to Annex M of the DEFFORM 47)**

C26. In response to the Tender the Tenderer should complete the list in the format at Annex J to the Draft Contract of any Jigs, Tools and Test Equipment, the costs of which have been included in his prices. The list should show the manufacturers' part numbers, description, quantity, unit price, aggregated price at line item level (i.e. quantity multiplied by unit price) and the total price. The Tenderer should include a nil return if appropriate.

*Note: The Tenderer is required to source existing NATO Codified JT&T items before introducing new equipment into the Supply Chain.*

**Support and Test Equipment (S&TE) (Serial 75 to Annex M of the DEFFORM 47)**

C27. As part of his Tender, the Tenderer shall complete Annex I to the Draft Contract with his recommended list of S&TE required to support the equipment in service (both scheduled & unscheduled maintenance) noting that S&TE requirements should be minimised and approved by the Authority. The costs of the recommended S&TE shall be included in the prices tendered for Items 2 of the Schedule of Requirements within table 1 to the ITN OSP/0050.

*Note: The Tenderer is required to source existing NATO Codified ST&E items before introducing new equipment into the Supply Chain.*

**Complete Equipment Schedule (CES) (Serial 32, 75 to Annex M of the DEFFORM 47)**

C28. The Contractor shall provide a draft CES. The CES is the equipment and tools that are required in order to deploy, operate and carry out routine servicing and repair, adjustments, transport and store the CWSS capability. The CES shall include, but not be limited to, a description of the tool,

the original manufacturer's name and part or pattern number and the quantity required. The Contractor shall complete and return as part of his Tender his CES list at Annex H to the Draft Contract. The costs of the CES shall be included in the prices tendered for Item 2 of the Schedule of Requirements within the ITN OSP/0050.

**Available Tools (Serials 13, 37 to Annex M of the DEFFORM 47)**

C29. To assist the Contractor in developing their response to the Maintenance requirements and prevent the introduction of additional or specialised tools into the logistic support chain the current toolkits and contents has been provided for information at Annex J to the ITN OSP/0050.

**Systems Requirement Document (SRD) (Serials 63, 86, 87 to Annex M of the DEFFORM 47)**

C30. The Tenderer must complete the SRD compliance matrix at Appendix 3 to Annex C. Next to their statement of compliance (against each serial), the Tenderer must provide evidence of their compliance. The below has been provided as examples of information that the Authority would expect to see when reviewing the Tenderer's evidence.

- a. A technical description of your proposed solutions. The description shall include the following information:
  - i. For each main equipment, its key performance characteristics with schematics or photos where appropriate to demonstrate any physical characteristics described;
  - ii. A description, where appropriate, of instrumentation and controls fitted to each equipment.
  - iii. A justified assessment of the current Technology Readiness Level for each main equipment and what activity will be required, and when, to mature the design to reach a TRL9 assessment;
  - iv. The extent and limitations of connectivity and interoperability with the proposed new CWSS equipment and in-service equipment;
  - v. An explanation of any variances in product, performance, operation or maintenance processes and procedures required when operating CWSS equipment in the extremes of the contracted environmental conditions;
  - vi. An explanation of how equipment will operate and survive in the hostile environment specified in the SRD.
  - vii. A description of the transportation and packaging requirements for the safe movement of equipment by Units either in theatres of operations or local Exercises. The Contractor shall clearly identify what packaging and mounting/movement equipment is included in the tender and any assumptions made with respect to MOD supplied equipment or infrastructure;
  - viii. An explanation of how each main equipment, including any supplementary equipments or items as appropriate, meets the operational reliability, maintainability and durability

levels specified in the SRD;

- ix. An explanation of how each main equipment, including any supplementary equipments or items as appropriate, meets the personnel and environmental safety requirements specified in the SRD;
- x. Details of any hazardous materials used in the main equipment and what constraints or specific procedures this places on the User when transporting or operating these equipment's.

### **Standards (For Information)**

C31. The Authority requires the CWSS capability to conform to British Standards and all relevant UK and EU legislation. The Authority may consider the use of alternative standards other than ISO Standards, British Standards, Defence Standards, JSPs or STANAGS quoted within the SRD at Annex C to the Draft Contract. This will only be acceptable where the Contractor clearly demonstrates that the chosen standard is at least equivalent to the required Standard. This should be demonstrated by statements received from an independent competent source (e.g. the BSI). Statements that merely indicate, without supporting evidence, which the Tenderer understands, can or will comply will be considered inadequate and the Authority will take this into account in his Risk Assessment.

## **Section D – Tender Evaluation**

### **CWSS ITN Evaluation Strategy and Award Criteria**

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## 1 Introduction

D1. This document defines the evaluation process that will be applied by the Authority to the CWSS tenders in order to identify the preferred tender.

Section 2 describes the decision process that is core to the CWSS evaluation strategy.

Section 3 presents the qualitative criteria that will be used to score the tenders.

Section 4 provides instructions for tenderers relating to the Authority's use of the AWARD tool.

## 2 Evaluation Strategy

D2. Tenders will be evaluated as follows:

### 2.1 Commercial Compliance - Pass/Fail

2.1.1: Tenderers must be fully compliant with all Terms and Conditions (i.e. DEFCONs & Narratives) within the ITN - **Pass/Fail**. The Tenderer must demonstrate this by providing as part of their Tender response a compliancy matrix, detailing each T&C within the ITN and providing an accompanying statement of full compliance, for example:

| DEFCON / Narrative Condition                    | Compliance |
|---|------------|
| 501 (Edn 03/15) – Definition and Interpretation | FULL       |

*Section D Table 1 – Commercial Compliance Example*

Anything other than FULL compliance against the Terms and Conditions (i.e. DEFCONs & Narratives) will result in a Fail and rejection from the competition.

2.1.2: Tenderers must provide all Commercial and Technical Deliverables within Section C Table 1 and Annex M of the DEFFORM 47. Failure to provide 100% of deliverables will result in a Fail and rejection from the competition.

### 2.2 Technical Compliance - Pass/Fail

2.2.1 The Authority's assessment of the tender's technical compliance will be based on the Tenderers completed SRD compliance matrix Appendix 3 to Annex C of the ITN. Any non-compliance on Mandatory 'M' or Key requirements (detailed within the Priority column) to threshold Measure of Performance (MOP) will be deemed a fail and rejection from the competition. Furthermore, the Tenderer is required to provide evidence (Inc links to accompanying documentation) in support of each stated compliance or non-compliance. In the event that the Authority does not consider that the evidence supports your compliance then this will be deemed a fail and you will be rejected from the competition.

### **2.3 Technical Assessment - Pass/Fail and Score**

2.3.1 The Tenderers are required to provide a response to questions CR01-14, a nil response to any question will result in a fail and rejection from the competition. The tenders will be assessed using the qualitative criteria defined in subsequent sections of this document. The tenderers technical submission for criteria [CR01] to [CR12] will be scored using the following confidence scale:

| Confidence Mark | Confidence Score |
|-----------------|------------------|
| High Confidence | 100%             |
| Good Confidence | 70%              |
| Low Confidence  | 30%              |
| Concerns        | 0%               |
| Unacceptable    | Fail             |

2.3.2 The tenderers technical submission for criteria [CR13] and [CR14] will be scored using the following scale:

| Confidence Mark |
|-----------------|
| Acceptable      |
| Unacceptable    |

2.3.3 Any final scores of “Unacceptable” for any of the Questions [CR1] to [CR14] will result in a fail and removal from the competition.

2.3.4 Questions CR01 to14 and associated scoring guidance (Section 3) are detailed on the following pages:

### 3 Qualitative Criteria Weights:

The criteria are weighted as follows:

| Section/Criterion                                    | Section Weight | Criterion Weight |
|--|----------------|------------------|
| Management   | 22.37%         |                  |
| [CR01] Governance                                    |                | 8.02%            |
| [CR02] Project schedule                              |                | 8.82%            |
| [CR03] Risks Opportunities and Assumptions           |                | 5.53%            |
| ILS  | 46.44%         |                  |
| [CR04] ILS Programme                                 |                | 9.60%            |
| [CR05] Training and Training Equipment               |                | 8.00%            |
| [CR06] Availability, Reliability and Maintainability |                | 15.04%           |
| [CR07] Supply Support                                |                | 4.35%            |
| [CR08] In-service Support                            |                | 9.45%            |
| Engineering  | 31.19%         |                  |
| [CR09] System Functional Management                  |                | 7.63%            |
| [CR10] Deployability                                 |                | 5.53%            |
| [CR11] Set-up and Recovery                           |                | 8.82%            |
| [CR12] Operate                                       |                | 9.21%            |
| [CR13] Environment                                   |                | Pass/Fail        |
| [CR14] System Safety                                 |                | Pass/Fail        |

NB Weights are shown to two decimal places.

## Section 3 - Qualitative Criteria

### [CR01] Governance

#### Aims

To award a contract to a Supplier who can plan, implement the plan and then deliver the capability.

#### Background

The Authority expects that suppliers will deliver on time to ensure projects are delivered to schedule. The Authority's requirements relating to this criterion are defined in Annex A (SoR) to the ITN OSP/0050.

#### Evidence Required

- Project Management Plan (PMP);
- Quality Management Plan in accordance with AQAP 2105;
- Information Management Plan;
  - Inc. Information and Data sharing statement;
- Details of proposed meetings to be held with the Authority, within PMP;
- Configuration Management Plan;
- Integrated Support Plan;
- Contractor Logistic Service Plan;
- Earned Value Management System;
- Earned Value Management Implementation Plan;
- Risk & Opportunity Management Plan;
- Risk Register;
- KPI reporting process; and
- Evidence that key personnel will be suitably qualified and experienced:

| Score           | Characteristics  |
|-----------------|--|
| High Confidence | <p>The Authority judges that all of the following statements are true:</p> <ol style="list-style-type: none"> <li>1. All plans provided are at an appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected.</li> <li>2. The key positions have been identified and will be filled by staff who are suitably experienced and qualified (SQEP).</li> <li>3. The tools and techniques proposed in the PMP are entirely appropriate.</li> <li>4. Appropriate decision making is made within the organisation with correct levels of delegation and empowerment.</li> <li>5. The company has a culture of openness and transparency and will share appropriate information with the Authority.</li> <li>6. Interfaces with the authority are appropriate with meetings identified and attendance quantified and TORs provided.</li> <li>7. The contractor has effective control of their Supply chain including monitoring sub-contractor performance.</li> </ol> |



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| Good<br>Confidence | <p>The Authority judges that all of the following statements are true:</p> <ol style="list-style-type: none"> <li>1. All plans provided are at an appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected</li> <li>2. The key positions have been identified and will be filled by staff who are suitably experienced and qualified (SQEP).</li> </ol> <p>The Authority judges that all but one of the following statements are true:</p> <ol style="list-style-type: none"> <li>3. The tools and techniques proposed in the PMP are entirely appropriate.</li> <li>4. Appropriate decision making is made within the organisation with correct levels of delegation and empowerment.</li> <li>5. The company has a culture of openness and transparency and will share appropriate information with the Authority.</li> <li>6. Interfaces with the authority are appropriate with meetings identified and attendance quantified and TORs provided.</li> <li>7. The contractor has effective control of their Supply chain including monitoring sub-contractor performance.</li> </ol> |
| Low Confidence     | <p>The Authority judges that all of the following statements are true:</p> <ol style="list-style-type: none"> <li>1. All plans provided are at an appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected</li> <li>2. The key positions have been identified and will be filled by staff who are suitably experienced and qualified (SQEP).</li> </ol> <p>The Authority judges that all but two of the following statements are true:</p> <ol style="list-style-type: none"> <li>3. The tools and techniques proposed in the PMP are entirely appropriate.</li> <li>4. Appropriate decision making is made within the organisation with correct levels of delegation and empowerment.</li> <li>5. The company has a culture of openness and transparency and will share appropriate information with the Authority.</li> <li>6. Interfaces with the authority are appropriate with meetings identified and attendance quantified and TORs provided.</li> <li>7. The contractor has effective control of their Supply chain including monitoring sub-contractor performance.</li> </ol> |

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| Concerns     | <p>The Authority judges that all of the following statements are true:</p> <ol style="list-style-type: none"><li>1. All plans provided are at an appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected</li><li>2. The key positions have been identified and will be filled by staff who are suitably experienced and qualified (SQEP).</li></ol> <p>The Authority judges that all but three of the following statements are true:</p> <ol style="list-style-type: none"><li>3. The tools and techniques proposed in the PMP are entirely appropriate.</li><li>4. Appropriate decision making is made within the organisation with correct levels of delegation and empowerment.</li><li>5. The company has a culture of openness and transparency and will share appropriate information with the Authority.</li><li>6. Interfaces with the authority are appropriate with meetings identified and attendance quantified and TORs provided.</li><li>7. The contractor has effective control of their Supply chain including monitoring sub-contractor performance.</li></ol> |
| Unacceptable | <p>The Authority judges that the conditions under which the score above will be awarded have not been met.</p>   |

**[CR02] Project schedule**

**Aims:**

To ensure that the programme of work to IOC is achievable within the proposed timescales.

**Background:**

Individual deliverables may be achievable in their own right, but when collated and coordinated into a Project schedule, the cumulative effort could affect time, cost and performance.

**Evidence Required:**

- A Project schedule to IOC provided in EPM 2010 format as detailed in DEFFORM 47
  - Including a Work Breakdown Structure
- 3 point estimate duration for each task of the Project Schedule showing identification and justification for the critical path
- Earned Value Management Sample Data

| Score           | Characteristics  |
|-----------------|--|
| High Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The tenderer has provided a schedule which covers all the appropriate tasks aligned with the WBS.</li> <li>2. The 90% estimate predicts meeting IOC.</li> <li>3. All tasks within the schedule are of an entirely appropriate duration.</li> <li>4. The resources allocated to each task are entirely appropriate and balanced.</li> <li>5. Critical path has been identified and is logical.</li> <li>6. High risk tasks are not on the critical path</li> <li>7. The schedule has been realistically risk adjusted.</li> <li>8. Key milestones are achievable.</li> <li>9. Deliverables and engineering milestones are identified.</li> <li>10. The earned value in the schedule is entirely commensurate with the authority's perceived value of the tasks.</li> </ol>  |
| Good Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The tenderer has provided a schedule which covers all the appropriate tasks aligned with the WBS.</li> <li>2. The 90% estimate predicts meeting IOC</li> <li>3. All tasks within the schedule are of an entirely appropriate duration.</li> <li>4. The resources allocated to each task are entirely appropriate and balanced.</li> </ol> <p>The Authority judges all but one of the following statements to be true</p> <ol style="list-style-type: none"> <li>5. Critical path has been identified and is logical.</li> <li>6. High risk tasks are not on the critical path</li> <li>7. The schedule has been realistically risk adjusted.</li> <li>8. Key milestones are achievable.</li> <li>9. Deliverables and engineering milestones are identified.</li> <li>10. The earned value in the schedule is entirely commensurate with the authority's perceived value of the tasks.</li> </ol> |

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| Low<br>Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The tenderer has provided a schedule which covers all the appropriate tasks aligned with the WBS.</li> <li>2. The 50% estimate predicts meeting IOC.</li> <li>3. All tasks within the schedule are of an entirely appropriate duration.</li> <li>4. The resources allocated to each task are entirely appropriate and balanced.</li> </ol> <p>The Authority judges all but one of the following statements to be true</p> <ol style="list-style-type: none"> <li>5. Critical path has been identified and is logical.</li> <li>6. High risk tasks are not on the critical path</li> <li>7. The schedule has been realistically risk adjusted.</li> <li>8. Key milestones are achievable.</li> <li>9. Deliverables and engineering milestones are identified.</li> <li>10. The earned value in the schedule is entirely commensurate with the authority's perceived value of the tasks.</li> </ol> |
| Concerns          | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The tenderer has provided a schedule which covers all the appropriate tasks aligned with the WBS.</li> <li>2. The 50% predicts meeting IOC.</li> </ol> <p>The Authority judges all but two of the following statements to be true</p> <ol style="list-style-type: none"> <li>3. All tasks within the schedule are of an entirely appropriate duration.</li> <li>4. The resources allocated to each task are entirely appropriate and balanced.</li> <li>5. Critical path has been identified and is logical.</li> <li>6. High risk tasks are not on the critical path</li> <li>7. The schedule has been realistically risk adjusted.</li> <li>8. Key milestones are achievable.</li> <li>9. Deliverables and engineering milestones are identified</li> <li>10. The earned value in the schedule is entirely commensurate with the authority's perceived value of the tasks.</li> </ol>           |
| Unacceptable      | <p>The Authority judges that the conditions under which the score above will be awarded have not been met.</p>  |

**[CR03] Risks Opportunities and Assumptions**

**Aim:**

To ensure that risks, opportunities and assumptions have been appropriately managed.

**Background:**

Projects fail when risks are not appropriately managed. This can be avoided by ensuring that risk management is integrated into project management activities and having experience within the team that allows risks to be identified early.

The CWSS sub-systems are expected to be of high maturity; however integration of sub-systems is not without risk. Modifications to existing sub-systems also introduce risk, as could have a flexible modular system. There are also likely to be specific technology risks.

**Evidence Required:**

- A populated risk and opportunities register.
- Describe how risks and opportunities are identified and managed (Risk and Opportunity Management Plan)

| Score           | Characteristics   |
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| High Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. Risk and opportunities will be appropriately managed throughout the life of the contract and linked to the project schedule.</li> <li>2. Significant risks, issues and opportunities have been identified</li> <li>3. Where possible appropriate mitigations and fallbacks have been identified for all initial risks.</li> <li>4. All identified risks and opportunities are clear, relevant and appropriately detailed.</li> <li>5. All identified risks and opportunities are assigned appropriate ownership</li> <li>6. All risks and opportunities assigned to the tenderer have been appropriately costed.</li> <li>7. All identified assumptions are clear, relevant and appropriately detailed and linked to the project schedule.</li> </ol> |

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| <p>Good<br/>Confidence</p> | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. Risk and opportunities will be appropriately managed throughout the life of the contract and linked to the project schedule.</li> <li>2. Significant risks, issues and opportunities have been identified</li> <li>3. Where possible appropriate mitigations and fallbacks have been identified for all initial risks.</li> <li>4. All identified risks and opportunities are clear, relevant and appropriately detailed.</li> </ol> <p>The Authority judges all but one of the following statements to be true</p> <ol style="list-style-type: none"> <li>5. All identified risks and opportunities are assigned appropriate ownership</li> <li>6. All risks and opportunities assigned to the tenderer have been appropriately costed.</li> <li>7. All identified assumptions are clear relevant and appropriately detailed and linked to the project schedule.</li> </ol>  |
| <p>Low<br/>Confidence</p>  | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. Risk and opportunities will be appropriately managed throughout the life of the contract and linked to the project schedule.</li> <li>2. Significant risks, issues and opportunities have been identified.</li> <li>3. Where possible appropriate mitigations and fallbacks have been identified for all initial risks.</li> </ol> <p>The Authority judges all but two of the following statements to be true</p> <ol style="list-style-type: none"> <li>4. All identified risks and opportunities are clear, relevant and appropriately detailed.</li> <li>5. All identified risks and opportunities are assigned appropriate ownership</li> <li>6. All risks and opportunities assigned to the tenderer have been appropriately costed.</li> <li>7. All identified assumptions are clear relevant and appropriately detailed and linked to the project schedule.</li> </ol> |

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| Concerns     | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"><li>1. Risk and opportunities will be appropriately managed throughout the life of the contract and linked to the project schedule.</li><li>2. Significant risks, issues and opportunities have been identified</li><li>3. Where possible appropriate mitigations and fallbacks have been identified for all initial risks.</li></ol> <p>The Authority judges all but three of the following statements to be true</p> <ol style="list-style-type: none"><li>4. All identified risks and opportunities are clear, relevant and appropriately detailed.</li><li>5. All identified risks and opportunities are assigned appropriate ownership</li><li>6. All risks and opportunities assigned to the tenderer have been appropriately costed.</li><li>7. All identified assumptions are clear relevant and appropriately detailed and linked to the project schedule.</li></ol> |
| Unacceptable | <p>The Authority judges that the conditions under which the score above will be awarded have not been met.</p>  |

***[CR04] Integrated Logistics Support Programme***

**Aim:**

To contract with a supplier who will provide efficient and cost effective support to the Utility Project.

**Background:**

It is the Authority's Policy that Integrated Logistic Support (ILS) will be applied to all product acquisition to optimise equipment through life costs. ILS is a disciplined approach that influences the product architecture design and develops the Support Solution to optimise supportability and Through Life Finance (TLF). It delivers the Initial Support Package and ensures continued optimisation of the Support Solution in light of product modifications and changes in operational use and requirements. The Authority's requirements relating to this criterion are defined in the following:

- a) DEF STAN 00-600
- b) JSP 886 Vol 7 Part 1 & Part 2
- c) CWSS SRD
- d) CWSS ILS/CLS (SoR) Section 1

**Confidence Characteristics:**

Understanding the challenge:

- a) Support issues are related to the CWSS solution;
- b) Application of ILS tailored to CWSS equipment;

Demonstration of competence in ILS:

- a) Key personnel are suitably qualified and experienced;
- b) Use of appropriate tools;
- c) Use of Def Stan 00-600;

A compelling strategy for analysis, design and implementation of a solution:

- a) Approach to support is defined;
- b) Appropriate use of tailoring has been shown;
- c) Integrated within overall Project architecture design programme;

A compelling solution:

- a) Appropriately tailored and efficient;
- b) Credible Support programme.

**Evidence Required:**

Provide an Integrated Support Plan as per the requirements described within the **CWSS ILS/CLS Statement of Requirements (SOR)**. Describe in outline terms your ILS management structure and how your ILS programme will be integrated with the overall programme, including timelines, work breakdown structures and proposed SA activities.

Provide the following in draft format:



- Statement of Requirement Compliancy Matrix:
  - SoR Full CLS Compliance Matrix
  - SoR CTS Compliance Matrix
- Integrated Support Plan
- Supportability Analysis (SA) Plan
- Supportability Analysis Tasks (Activities) Plan
- Supportability Case
  - Supportability Case Report
- Failure Modes Effects and Criticality Analysis (FMECA) Programme Plan
- Reliability Centred Maintenance (RCM) Plan
- Level of Repair Analysis (LORA) Plan
- Element Plans including:
  - In-Service Equipment Support Plan
  - Supportability Test Evaluation and Verification (STEV) Plan
  - Log Demo Plan
  - Contractor Logistic Support Plan (Equipment Support Management Plan)
  - GFA Plan
  - Human Factor Integration (HFI) Plan
  - HFI Report
  - Packaging Handling Storage & Transportation Plan
  - Facilities Plan
  - Technical Documentation Management Plan
  - Support and Test Equipment Plan
  - Disposal Management Plan
  - Obsolescence Plan
  - Software Support Plan
  - Post Design Services Plan
  - Trade Off Analysis Report
  - LORA Report
  - Data Recording and Corrective Action System

Describe your support solution and provide evidence how it will comply with the MOD's policies and requirements. The use of step-by-step flow charts would greatly enhance the response.

| Score | Characteristics |
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| Score           | Characteristics   |
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| High Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR</li> <li>2. All ILS plans are at an appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected.</li> <li>3. The ILS programme takes into consideration the additional existing in-service equipment included within the scope of CWSS.</li> <li>4. The support organisation proposed by the Tenderer is entirely appropriate to meet the needs of the programme through the lifetime of the contract</li> <li>5. The people, roles, responsibilities, qualifications and experience are entirely appropriate to meet the support needs of the project.</li> <li>6. The ISP is a complete and coherent description of the integrated support solution that is entirely appropriate for all of the offered platforms.</li> <li>7. The ISP coherently and clearly integrates with all of the appropriate element plans.</li> <li>8. All relevant ILS tasks and milestones have been planned with appropriate dependencies, durations and order.</li> <li>9. The ILS tasks are appropriately integrated with the overall programme plan.</li> <li>10. Supportability Analysis (SA) is appropriately tailored.</li> </ol>  |
| Good Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR</li> <li>2. All ILS plans are at an appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected.</li> <li>3. The ILS programme takes into consideration the additional existing in-service equipment included within the scope of CWSS.</li> </ol> <p>The Authority judges all but one of the following statements to be true:</p> <ol style="list-style-type: none"> <li>4. The organisation proposed by the Tenderer is entirely appropriate to meet the needs of the programme through the lifetime of the contract</li> <li>5. The people, roles, responsibilities, qualifications and experience are entirely appropriate to meet the needs of the project.</li> <li>6. The ISP is a complete and coherent description of the integrated support solution that is entirely appropriate for all of the offered platforms.</li> <li>7. The ISP coherently and clearly integrates with all of the appropriate element plans.</li> <li>8. All relevant ILS tasks and milestones have been planned with appropriate dependencies, durations and order.</li> <li>9. The ILS tasks are appropriately integrated with the overall programme plan.</li> <li>10. Supportability Analysis (SA) is appropriately tailored.</li> </ol> |

| Score          | Characteristics   |
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| Low Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR</li> <li>2. All ILS plans are at an appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected.</li> <li>3. The ILS programme takes into consideration the additional existing in-service equipment included within the scope of CWSS.</li> </ol> <p>The Authority judges all but two of the following statements to be true:</p> <ol style="list-style-type: none"> <li>4. The organisation proposed by the Tenderer is entirely appropriate to meet the needs of the programme through the lifetime of the contract</li> <li>5. The people, roles, responsibilities, qualifications and experience are entirely appropriate to meet the needs of the project.</li> <li>6. The ISP is a complete and coherent description of the integrated support solution that is entirely appropriate for all of the offered platforms.</li> <li>7. The ISP coherently and clearly integrates with all of the appropriate element plans.</li> <li>8. All relevant ILS tasks and milestones have been planned with appropriate dependencies, durations and order.</li> <li>9. The ILS tasks are appropriately integrated with the overall programme plan.</li> <li>10. Supportability Analysis (SA) is appropriately tailored.</li> </ol> |
| Concerns       | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR</li> <li>2. All ILS plans are at an appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected.</li> <li>3. The ILS programme takes into consideration the additional existing in-service equipment included within the scope of CWSS.</li> </ol> <p>The Authority judges all but three of the following statements to be true:</p> <ol style="list-style-type: none"> <li>4. The organisation proposed by the Tenderer is entirely appropriate to meet the needs of the programme through the lifetime of the contract</li> <li>5. The people, roles, responsibilities, qualifications and experience are entirely appropriate to meet the needs of the project.</li> <li>6. The ISP is a complete and coherent description of the integrated support solution that is entirely appropriate for all of the offered platforms.</li> <li>7. The ISP coherently and clearly integrates with all of the appropriate element plans.</li> <li>8. All relevant ILS tasks and milestones have been planned with appropriate dependencies, durations and order.</li> </ol>  |

| Score        | Characteristics   |
|--------------|---|
|              | 9. The ILS tasks are appropriately integrated with the overall programme plan.<br>10. Supportability Analysis (SA) is appropriately tailored. |
| Unacceptable | The Authority judges that the conditions under which the score above will be awarded have not been met.                                       |

**[CR05] Training and Training Equipment**

**Aim:**

To select a Supplier who will deliver an effective training solution.

**Background**

Refer to CWSS Training Needs Analysis (TNA) Scoping Study at Annex F of the DEFFORM47.

The Authority's requirements relating to this criterion are defined in the following:

- a) DEF STAN 00-600
- b) JSP 886 Vol 7 Part 8.01
- c) JSP 822 Part 1 & Part 2
- d) CWSS SRD
- e) CWSS ILS Statement of Requirement (SoR) Section 20

**Confidence Characteristics:**

**Understanding the challenge**

- a) Training issues are related to the CWSS solution
- b) Existing training provision

**Demonstration of competence in training**

- a) Suitably Qualified and Experienced personnel will be used
- b) Use of Defence Systems Approach to Training (DSAT)

**A compelling strategy for analysis, design and implementation of a solution**

- a) Approach to Training and Training Equipment defined
- b) Integrated with CWSS ILS programme

**A compelling solution**

- a) Appropriately tailored and efficient
- b) Credible Training programme
- c) Support to Training Equipment defined

**Evidence Required:**

Describe your approach to Training and Training Equipment for CWSS.

Provide a Training and Training Equipment Plan.

Provide Training Steering Group Terms of Reference

| Score           | Characteristics  |
|-----------------|--|
| High Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR.</li> <li>2. All Training plans are at an appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected.</li> <li>3. The training plan takes an entirely appropriate account of the provided scoping</li> </ol> |

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|                 | <p>studies.</p> <ol style="list-style-type: none"> <li>4. The training tasks are appropriately integrated with the overall programme plan.</li> <li>5. The training plan is an appropriately complete and coherent description of the training solution.</li> <li>6. The training plan is entirely appropriate for all capabilities covered by this contract.</li> <li>7. The plan to deliver the training solution is entirely appropriate to the Authority's approach to initial and refresher training.</li> <li>8. The proposed organisation and personnel that will conduct the TNA Phase 2 deliverables are entirely appropriate.</li> <li>9. The proposed methodologies and processes for delivering the training solution are entirely appropriate.</li> <li>10. The training plan explains the approach to any transitional period.</li> </ol>   |
| Good Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR.</li> <li>2. All Training plans are at an appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected.</li> <li>3. The training plan takes an entirely appropriate account of the provided scoping studies.</li> </ol> <p>The Authority judges all but one of the following statements to be true:</p> <ol style="list-style-type: none"> <li>4. The training tasks are appropriately integrated with the overall programme plan.</li> <li>5. The training plan is an appropriately complete and coherent description of the training solution.</li> <li>6. The training plan is entirely appropriate for all capabilities covered by this contract.</li> <li>7. The plan to deliver the training solution is entirely appropriate to the Authority's approach to initial and refresher training.</li> <li>8. The proposed organisation and personnel that will conduct the TNA Phase 2 deliverables are entirely appropriate.</li> <li>9. The proposed methodologies and processes for delivering the training solution are entirely appropriate.</li> <li>10. The training plan explains the approach to any transitional period.</li> </ol> |
| Low Confidence  | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR.</li> <li>2. All Training plans are at an appropriate level of accuracy and completeness to</li> </ol>  |

|          |   |
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|          | <p>enable the Authority to proceed to Main Gate should the Tenderer be selected.</p> <p>3. The training plan takes an entirely appropriate account of the provided scoping studies.</p> <p>The Authority judges all but two of the following statements to be true:</p> <p>4. The training tasks are appropriately integrated with the overall programme plan.</p> <p>5. The training plan is an appropriately complete and coherent description of the training solution.</p> <p>6. The training plan is entirely appropriate for all capabilities covered by this contract.</p> <p>7. The plan to deliver the training solution is entirely appropriate to the Authority's approach to initial and refresher training.</p> <p>8. The proposed organisation and personnel that will conduct the TNA Phase 2 deliverables are entirely appropriate.</p> <p>9. The proposed methodologies and processes for delivering the training solution are entirely appropriate.</p> <p>10. The training plan explains the approach to any transitional period.</p>  |
| Concerns | <p>The Authority judges all of the following statements to be true:</p> <p>1. The Tenderer has stated compliance with all the related elements of the SOR.</p> <p>2. All Training plans are at an appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected.</p> <p>3. The training plan takes an entirely appropriate account of the provided scoping studies.</p> <p>The Authority judges all but three of the following statements to be true:</p> <p>4. The training tasks are appropriately integrated with the overall programme plan.</p> <p>5. The training plan is an appropriately complete and coherent description of the training solution.</p> <p>6. The training plan is entirely appropriate for all capabilities covered by this contract.</p> <p>7. The plan to deliver the training solution is entirely appropriate to the Authority's approach to initial and refresher training.</p> <p>8. The proposed organisation and personnel that will conduct the TNA Phase 2 deliverables are entirely appropriate.</p> <p>9. The proposed methodologies and processes for delivering the training solution are entirely appropriate.</p> <p>10. The training plan explains the approach to any transitional period.</p> |

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| Unacceptable | The Authority judges that the conditions under which the score above will be awarded have not been met. |
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**[CR06] Availability, Reliability and Maintainability**

**Aim:**

To select a Supplier who will deliver the required equipment availability through inherently reliable equipment and a suitable maintenance regime.

**Background:**

The Authority is interested in the inherent reliability of equipment that it operates. The reliability of solutions has a direct influence on system availability and through life costs. Reliability Centred Maintenance (RCM) also contributes to the overall system availability. The Authority is interested in how reliability is considered in the architecture design phases of equipment, including aspects such as system physical and electrical resilience.

The R&M Strategy requires a reliable solution that can be maintained as far forward as possible (in line with MOD maintenance policy) in order to deliver the desired level of availability.

The Authority's requirements relating to this criterion are defined in the following:

- a) Def Stan 00-600
- b) Def Stan 00-40
- c) Def Stan 00-42
- d) JSP 886 Vol 7 Part 8.04
- e) CWSS SRD
- f) CWSS ILS Statement of Requirement (SoR) Section 8 & 10.3.6

**Confidence Characteristics:**

Understanding the challenge

- a) R&M issues related to Project equipment
- b) Understanding of the link with the Safety programme and safety critical environment
- c) Understanding of link between R&M and the Payment Performance Mechanism (PPM)

Demonstration of competence in R&M

- a) Key personnel are SQEP
- b) Use of appropriate tools
- c) Use of Def Stan 00-40 and 00-42

A compelling strategy for analysis, design and implementation of a solution

- a) Approach to R&M defined
- b) R&M case with link to safety case
- c) Evidence of Reliability Centred Maintenance (RCM)



- d) Integrated with overall Project architecture design programme
- A compelling solution
- a) Credible R&M programme
- b) Credible R&M Case linked to safety case, with evidence of reliable and maintainable equipment
- c) Resilient systems (physical and electrical)
- d) Systems capable of continual use at extremes of their designed temperature range
- e) For COTS, results from process available and how results are promulgated through the safety case

**Evidence Required:**

Describe your approach to Availability, Reliability and Maintainability for your solution. Describe in outline terms the R&M tasks to be undertaken and your approach to R&M influence on the Project architecture design.

Provide the following:

- a) R&M Plan.
- b) Draft R&M Case Report, to include but not limited to; reliability calculations from the design phase of the equipment; extracts from design documentation relevant to reliability, and; evidence of any reliability measurements from in service use.
- c) Maintenance Plan
- d) FMECA Plan and draft report
- e) RCM Plan and report
- f) Preventative and corrective maintenance data analysis
- g) The Level of compliance your proposed CWSS solution will achieve against each of the **R&M requirements in the SRD**, as indicated in your SOR compliance matrix.

| Score           | Characteristics   |
|-----------------|---|
| High Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR.</li> <li>2. All ARM plans are at an appropriate level of accuracy and completeness to enable the Authority to precede to Main Gate should the Tenderer be selected.</li> <li>3. The levels 1, 2 and 3 maintenance tasks (corrective and preventative) fall within the threshold maintenance limits defined in the SRD and are supported by appropriate maintenance task analysis.</li> <li>4. The Tenderer has provided a reasoned argument supported by evidence of how the AR&amp;M requirements will be met.</li> <li>5. The AR&amp;M tasks are appropriately integrated with the overall programme plan</li> <li>6. All relevant AR&amp;M tasks, activities and milestones have been planned with appropriate dependencies, durations and order to satisfy the requirements.</li> <li>7. The equipment will meet the availability targets in the battlefield mission.</li> <li>8. The design of all the platforms enables the level 1 and level 2 maintenance</li> </ol> |

|                 |   |
|-----------------|---|
|                 | tasks to be performed in the appropriate way as defined in the SRD.   |
| Good Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR</li> <li>2. All ARM plans are at an appropriate level of accuracy and completeness to enable the Authority to precede to Main Gate should the Tenderer be selected.</li> <li>3. The levels 1, 2 and 3 maintenance tasks (corrective and preventative) fall within the threshold maintenance limits defined in the SRD and are supported by appropriate maintenance task analysis.</li> </ol> <p>The Authority judges all but one of the following statements to be true:</p> <ol style="list-style-type: none"> <li>4. The Tenderer has provided a reasoned argument supported by evidence of how the AR&amp;M requirements will be met.</li> <li>5. The AR&amp;M tasks are appropriately integrated with the overall programme plan</li> <li>6. All relevant AR&amp;M tasks, activities and milestones have been planned with appropriate dependencies, durations and order to satisfy the requirements.</li> <li>7. The equipment will meet the availability targets in the battlefield mission.</li> <li>8. The design of all the platforms enables the level 1 and level 2 maintenance tasks to be performed in the appropriate way as defined in the SRD.</li> </ol> |
| Low Confidence  | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR.</li> <li>2. All ARM plans are at an appropriate level of accuracy and completeness to enable the Authority to precede to Main Gate should the Tenderer be selected.</li> <li>3. The level 1, 2 and 3 maintenance tasks (corrective and preventative) fall within the threshold maintenance limits defined in the SRD and is supported by appropriate maintenance task analysis.</li> </ol> <p>The Authority judges all but two of the following statements to be true:</p> <ol style="list-style-type: none"> <li>4. The Tenderer has provided a reasoned argument supported by evidence of how the AR&amp;M requirements will be met.</li> <li>5. The AR&amp;M tasks are appropriately integrated with the overall programme plan</li> <li>6. All relevant AR&amp;M tasks, activities and milestones have been planned with appropriate dependencies, durations and order to satisfy the requirements.</li> <li>7. The equipment will meet the availability targets in the battlefield mission.</li> <li>8. The design of all the platforms enables the level 1 and level 2 maintenance tasks to be performed in the appropriate way as defined in the SRD.</li> </ol>  |
| Concerns        | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR</li> </ol>  |

|              |  |
|--------------|--|
|              | <p>and SRD.</p> <ol style="list-style-type: none"> <li>2. All ARM plans are at an appropriate level of accuracy and completeness to enable the Authority to precede to Main Gate should the Tenderer be selected.</li> <li>3. The level 1, 2 and 3 maintenance tasks (corrective and preventative) fall within the threshold maintenance limits defined in the SRD and are supported by appropriate maintenance task analysis.</li> </ol> <p>The Authority judges all but three of the following statements to be true:</p> <ol style="list-style-type: none"> <li>4. The Tenderer has provided a reasoned argument supported by evidence of how the AR&amp;M requirements will be met.</li> <li>5. The AR&amp;M tasks are appropriately integrated with the overall programme plan</li> <li>6. All relevant AR&amp;M tasks, activities and milestones have been planned with appropriate dependencies, durations and order to satisfy the requirements.</li> <li>7. The equipment will meet the availability targets in the battlefield mission.</li> <li>8. The design of all the platforms enables the level 1 and level 2 maintenance tasks to be performed in the appropriate way as defined in the SRD.</li> </ol> |
| Unacceptable | The Authority judges that the conditions under which the score above will be awarded have not been met.  |

***[CR07] Supply Support***

**Aim:**

To select a Supplier who will ensure the cost-effective supply of spares and consumables.

**Background:**

The Supply Support Plan is required by Main Gate and therefore must essentially be submitted at ITN. The Authority needs to be assured that Supply Support delivery will be possible by Logistic Support Date (LSD). A well organised Supply Support system will reduce the overhead on DE&S.

The Authority's requirements relating to this criterion are defined in the following:

- a) DEF STAN 00-600
- b) JSP 886 Vol 7 Part 8.10
- c) CWSS SRD
- d) CWSS ILS Statement of Requirement (SoR) Section 7 & Section 11.13

**Confidence Characteristics:**

Understanding the challenge

- a) MOD Joint Supply Chain
- b) Purple Gate

- c) 1st Line repair
  - d) Geographic Issues
- Demonstration of competence in Supply Chain Support
- a) Key personnel are SQEP
  - b) Use of appropriate tools and modelling
  - c) Use of aforementioned standards
- A compelling strategy for analysis, design and implementation of a solution
- a) Approach to Supply Support defined
  - b) Integrated with overall Project architecture design programme
- A compelling solution
- a) Credible Supply Support plan
  - b) Optimised Ranging & Scaling/Initial Provisioning
  - c) Systems capable of continual use at extremes of their designed temperature range

**Evidence Required:**

- a) Provide a Supply Support Plan.
- b) Supply Support Strategy
- c) Packaging, Handling, Storage and Transportation Plan
- d) Spares Range and Scale Plan
- e) Initial Provisioning Guidance Document
- f) Initial Provisioning(Spares) (Implementation) List
- g) Re-Provisioning Plan
- h) Asset Management Plan
- i) Support and Test Equipment Plan
- j) Complete Equipment Schedules
- k) Post Design Services (PDS) Plan
- l) NATO Codification Plan
- m) Consignment Tracking Plan

| Score           | Characteristics   |
|-----------------|---|
| High Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR.</li> <li>2. The Supply Support Plan is at an appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected.</li> <li>3. The proposed Supply Support Plan demonstrates that the contractor will interface coherently with the MOD Joint Support Chain.</li> <li>4. All relevant supply support tasks and milestones have been planned with appropriate dependencies, durations and order.</li> </ol> |

|                 |  |
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|                 | <ol style="list-style-type: none"> <li>5. The Supply Support tasks are appropriately integrated with the overall programme plan.</li> <li>6. The Supply Support Plan describes in detail an entirely appropriate approach to delivering the service in accordance with the Authority's Supply Support Plan.</li> <li>7. The proposed methodologies and processes for delivering the supply support solution are entirely appropriate.</li> <li>8. The Supply Support solution provides the end user with the appropriate spares, tools and test equipment to maintain all the platforms at the appropriate levels.</li> <li>9. The proposed Supply Support Plan demonstrates clearly how the contractor will integrate any sub-contractor services into their solution</li> </ol>  |
| Good Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR.</li> <li>2. The Supply Support Plan is at an appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected.</li> <li>3. The proposed Supply Support Plan demonstrates that the contractor will interface coherently with the MOD Joint Support Chain.</li> </ol> <p>The Authority judges all but one of the following statements to be true:</p> <ol style="list-style-type: none"> <li>4. All relevant supply support tasks and milestones have been planned with appropriate dependencies, durations and order.</li> <li>5. The Supply Support tasks are appropriately integrated with the overall programme plan.</li> <li>6. The Supply Support Plan describes in detail an entirely appropriate approach to delivering the service in accordance with the Authority's Supply Support Plan.</li> <li>7. The proposed methodologies and processes for delivering the supply support solution are entirely appropriate.</li> <li>8. The Supply Support solution provides the end user with the appropriate spares, tools and test equipment to maintain all the platforms at the appropriate levels.</li> <li>9. The proposed Supply Support Plan demonstrates clearly how the contractor will integrate any sub-contractor services into their solution.</li> </ol> |
| Low Confidence  | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR.</li> <li>2. The Supply Support Plan is at an appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected.</li> <li>3. The proposed Supply Support Plan demonstrates that the contractor will interface coherently with the MOD Joint Support Chain.</li> </ol> <p>The Authority judges all but two of the following statements to be true:</p> <ol style="list-style-type: none"> <li>4. All relevant supply support tasks and milestones have been planned with appropriate dependencies, durations and order.</li> <li>5. The Supply Support tasks are appropriately integrated with the overall programme plan.</li> <li>6. The Supply Support Plan describes in detail an entirely appropriate approach</li> </ol>   |

|              |  |
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|              | <p>to delivering the service in accordance with the Authority's Supply Support Plan.</p> <ol style="list-style-type: none"> <li>7. The proposed methodologies and processes for delivering the supply support solution are entirely appropriate.</li> <li>8. The Supply Support solution provides the end user with the appropriate spares, tools and test equipment to maintain all the platforms at the appropriate levels.</li> <li>9. The proposed Supply Support Plan demonstrates clearly how the contractor will integrate any sub-contractor services into their solution</li> </ol>   |
| Concerns     | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR.</li> <li>2. The Supply Support Plan is at an appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected.</li> <li>3. The proposed Supply Support Plan demonstrates that the contractor will interface coherently with the MOD Joint Support Chain.</li> </ol> <p>The Authority judges all but three of the following statements to be true:</p> <ol style="list-style-type: none"> <li>4. All relevant supply support tasks and milestones have been planned with appropriate dependencies, durations and order.</li> <li>5. The Supply Support tasks are appropriately integrated with the overall programme plan.</li> <li>6. The Supply Support Plan describes in detail an entirely appropriate approach to delivering the service in accordance with the Authority's Supply Support Plan.</li> <li>7. The proposed methodologies and processes for delivering the supply support solution are entirely appropriate.</li> <li>8. The Supply Support solution provides the end user with the appropriate spares, tools and test equipment to maintain all the platforms at the appropriate levels.</li> <li>9. The proposed Supply Support Plan demonstrates clearly how the contractor will integrate any sub-contractor services into their solution.</li> </ol> |
| Unacceptable | <p>The Authority judges that the conditions under which the score above will be awarded have not been met.</p>   |

***[CR08] In-service Support***

**Aim:**

To select a Supplier who will ensure that In-service support is managed as an integral part of architecture design, development and production (including legacy equipment taken over by the Contractor).

**Background:**

MoD Policy demands that delivered support solutions are to be managed, monitored, reviewed and optimised and that authorised changes are funded. JSP 886 Vol 7 part 7 is applicable. The Authority needs to be assured that the In-service support plan is managed, monitored, reviewed and optimised and that authorised changes are funded.

The Authority's requirements relating to this criterion are defined in the following:

- a) DEF STAN 00-600
- b) JSP 886 Vol 7 Part 7
- c) DEFSTAN 00-44: Reliability and Maintainability Data Collection and Classification
- d) DEFSTAN 05-57: Configuration Management of Defence Materiel
- e) DEFCON 637: Defect Investigation and Liability
- f) CWSS SRD
- g) CWSS ILS Statement of Requirement (SoR)

**Confidence Characteristics:**

Understanding the challenge

- a) CWSS support solution is delivered to satisfy the Support Contract
- b) CWSS Support Contract continues to meet the capability requirements
- c) CWSS support solution is periodically reviewed to ensure it remains optimal, taking into account any changing capability or operational and environmental requirements

Demonstration of competence in control, monitoring and management of the support solution

- a) Monitoring the performance for compliance with the contractual requirements, to ensure the delivery and sustainment of the support solution
- b) Monitoring and central co-ordination carried out between all the ILS elements and across platforms and equipment where the same product is fitted. This will ensure that proposed changes originating from system are considered across all support solutions
- c) Maintaining:
  - (1) Modification, failure trend analysis and disposal planning against all indicators, to ensure that the product continues to meet the requirements
  - (2) Contact with all the Stakeholders involved
- d) Responding to incidents, assessing their impact and effect on the delivered support solution.
- e) Reviewing the support delivered, using Support Optimization tools to ensure that the Support

Indicators remain appropriate to contract, product and capabilities.

- f) For each modification or change to the product, contract or operational usage the review will be tailored to ensure that the analysis does not become a cost driver.
- g) Maintaining through life data and information and financial records to meet accounting regulations. The output will inform support reviews.
- h) Reviewing periodically, at the delivery level, tailored to the overall system and environment, the support solution to ensure continued best value, and sustained delivery of the Project Force Elements at Readiness State (FE@R). The review will assess the impact of major operational and/or environmental changes.
- i) Ensuring that technology insertions, upgrades, upkeep and operational changes are managed and changes to the support solution incorporated.
- j) Monitoring support risks and overseeing mitigation action to ensure they are at an acceptable level.

**Evidence Required:**

Provide the following (no more than 3,000 words total):

- Description of all In-service supportability elements and how they will be monitored and managed through the in-service phase of the programme

Provide the following:

- ILS/CLS Compliance Matrices Full CLS and CTS.
- In-service Support Plan
- Contractor Logistic Support Plan
- Obsolescence Management Plan

| Score           | Characteristics   |
|-----------------|---|
| High Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR.</li> <li>2. The proposed In-Service Support Plan clearly integrates with all the appropriate element plans and articulates how In-service support will be identified and appropriately managed.</li> <li>3. The proposed In-service Support Plan tasks takes into consideration the additional existing In-Service equipment included within the scope of the programme and they are appropriately integrated with the overall programme plan.</li> <li>4. All In-service Support Plans are coherent and at the appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected.</li> <li>5. The proposed In-service Support Plan outlines how all identified criterion will be used within each required element.</li> </ol> |



|                 |   |
|-----------------|---|
|                 | <ol style="list-style-type: none"> <li>6. The Tenderers approach to In-service Support is defined including appropriate use of proactive and reactive methods.</li> <li>7. The proposed In-service Support Plan clearly demonstrates how the Tenderer will integrate with any sub-contractor services into their solution.</li> </ol>   |
| Good Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR.</li> <li>2. The proposed In-Service Support Plan clearly integrates with all the appropriate element plans and articulates how In-service support will be identified and appropriately managed.</li> <li>3. The proposed In-service Support Plan tasks takes into consideration the additional existing In-Service equipment included within the scope of the programme and they are appropriately integrated with the overall programme plan.</li> </ol> <p>The Authority judges all but one of the following statements to be true:</p> <ol style="list-style-type: none"> <li>4. All In-service Support Plans are coherent and at the appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected.</li> <li>5. The proposed In-service Support Plan outlines how all identified criterion will be used within each required element.</li> <li>6. The Tenderers approach to In-service Support is defined including appropriate use of proactive and reactive methods.</li> <li>7. The proposed In-service Support Plan clearly demonstrates how the Tenderer will integrate with any sub-contractor services into their solution.</li> </ol> |
| Low Confidence  | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR.</li> <li>2. The proposed In-Service Support Plan clearly integrates with all the appropriate element plans and articulates how In-service support will be identified and appropriately managed.</li> <li>3. The proposed In-service Support Plan tasks takes into consideration the additional existing In-Service equipment included within the scope of the programme and they are appropriately integrated with the overall programme plan.</li> </ol> <p>The Authority judges all but two of the following statements to be true:</p> <ol style="list-style-type: none"> <li>4. All In-service Support Plans are coherent and at the appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected.</li> <li>5. The proposed In-service Support Plan outlines how all identified criterion will be used within each required element.</li> <li>6. The Tenderers approach to In-service Support is defined including appropriate use of proactive and reactive methods.</li> <li>7. The proposed In-service Support Plan clearly demonstrates how the Tenderer will integrate with any sub-contractor services into their solution.</li> </ol> |
| Concerns        | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The Tenderer has stated compliance with all the related elements of the SOR.</li> </ol>   |

|              |  |
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|              | <ol style="list-style-type: none"><li>2. The proposed In-Service Support Plan clearly integrates with all the appropriate element plans and articulates how In-service support will be identified and appropriately managed.</li><li>3. The proposed In-service Support Plan tasks takes into consideration the additional existing In-Service equipment included within the scope of the programme and they are appropriately integrated with the overall programme plan.</li></ol> <p>The Authority judges all but three of the following statements to be true:</p> <ol style="list-style-type: none"><li>4. All In-service Support Plans are coherent and at the appropriate level of accuracy and completeness to enable the Authority to proceed to Main Gate should the Tenderer be selected.</li><li>5. The proposed In-service Support Plan outlines how all identified criterion will be used within each required element.</li><li>6. The Tenderers approach to In-service Support is defined including appropriate use of proactive and reactive methods.</li><li>7. The proposed In-service Support Plan clearly demonstrates how the Tenderer will integrate with any sub-contractor services into their solution.</li></ol> |
| Unacceptable | The Authority judges that the conditions under which the score above will be awarded have not been met.  |

**[CR09] System Functional Management**

**Aims**

To award a contract to a Supplier whose CWSS solution is fit for purpose and will produce the required quantity/quality of end product.

**Background**

The authority is keen to ensure that the system operator interface is intuitive, efficient and requires minimal user training. Also that the user is appropriately alerted to system faults and kept aware of the system status

The system requirements relating to this criterion are listed below

| ID  | Pri | MOP | Topic  |
|-----|-----|-----|--|
| 04  | K   | T   | Assess viability                                       |
| 732 | 1   | T   | Man portable   |
| 10  | K   | O   | Manual and Automatic                                   |
| 14  | 1   | O   | Water quantity information                             |
| 17  | 1   | O   | Provide water quality information                      |
| 07  | 1   | T   | Non-standard layout designs                            |
| 722 | 1   | T   | Sub-unit elements of CWSS shall be configurable        |
| 723 | 1   | T   | Unit, Battle-Group, Formation and Force level elements |
| 11  | 1   | T   | Provide an operator Interface                          |
| 20  | 1   | O   | Monitor the health/status of CWSS.                     |

**Evidence Required**

Provide the following (no more than 3,000 words total):

- Explanation of how your tendered solution meets the requirements associated with this criterion with appropriate supporting evidence.
- Description of any areas of development that you will undertake as part of the CWSS contract in order to meet the threshold measures of performance for requirements with which your solution will be compliant in this area.
- Explanations of how you will ensure any developments are completed successfully in the required timescales.
- Include in your initial Risk Register the description of the risks associated with this aspect of your solution and/or its development and explanation of how you will mitigate them.

Note that the Authority's assessment of this criterion will also take into consideration:

- **The Level of compliance your proposed CWSS solution will achieve against each of the requirements in the section(s) of the SRD listed above, as indicated in your SRD compliance matrix.**
- The Tenderer's statement of technology readiness levels for the overall system and each sub system therein.
- Acceptance Plan
- Verification and Validation Plan

**Scoring Guidance**

|                 |  |
|-----------------|--|
| High Confidence | The Authority judges all of the following statements to be true:<br>1. The system has the ability to assess the quality of a potential water source. |
|-----------------|--|

|                 |  |
|-----------------|--|
|                 | <p>[SR 04]</p> <ol style="list-style-type: none"> <li>2. Source water test kits are man portable. [SR 732]</li> <li>3. The system provides manual and automatic modes of operation. [SR 10]</li> <li>4. The system can monitor and indicate the status/health of CWSS. [SR 20]</li> <li>5. The system provides accurate water quality and quantity information at defined points. [SR 17 14]</li> <li>6. The system can be remotely monitored. [SR 10]</li> <li>7. The system is configurable into a range of standard configurations to provide the specified water capability according to demand. [SR 7, 722, 723]</li> <li>8. The system provides an entirely appropriate operator interface. [SR 11]</li> <li>9. The system allows integration into the GBA environment in accordance with DEFSTAN 23-13. [SR 14, 17, 20]</li> </ol>  |
| Good Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The system has the ability to assess the quality of a potential water source</li> <li>2. Source water test kits are man portable.</li> <li>3. The system provides manual and automatic modes of operation</li> <li>4. The system can monitor and indicate the status/health of CWSS</li> <li>5. The system provides accurate water quantity information at defined points.</li> </ol> <p>The Authority judges all but one of the following statements to be true:</p> <ol style="list-style-type: none"> <li>6. The system can be remotely monitored</li> <li>7. The system is configurable into a limited range of standard configurations to provide the specified water capability according to demand.</li> <li>8. The system provides an entirely appropriate operator interface.</li> <li>9. The system allows integration into the GBA environment in accordance with DEFSTAN 23-13.</li> </ol> |
| Low Confidence  | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The system has the ability to assess the quality of a potential water source</li> <li>2. Source water test kits are man portable.</li> <li>3. The system provides manual and automatic modes of operation</li> <li>4. The system can monitor and indicate the status/health of CWSS</li> <li>5. The system provides accurate water quantity information at defined points.</li> </ol> <p>The Authority judges all but two of the following statements to be true:</p> <ol style="list-style-type: none"> <li>6. The system can be remotely monitored</li> <li>7. The system is configurable into a limited range of standard configurations to provide the specified water capability according to demand.</li> </ol>  |

|              |  |
|--------------|--|
|              | <p>8. The system provides an entirely appropriate operator interface.</p> <p>9. The system allows integration into the GBA environment in accordance with DEFSTAN 23-13.</p>   |
| Concerns     | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The system has the ability to assess the quality of a potential water source.</li> <li>2. Source water test kits are man portable.</li> <li>3. The system provides manual and automatic modes of operation.</li> <li>4. The system can monitor and indicate the status/health of CWSS</li> <li>5. The system provides accurate water quantity information at defined points.</li> </ol> <p>The Authority judges all but three of the following statements to be true:</p> <ol style="list-style-type: none"> <li>6. The system can be remotely monitored</li> <li>7. The system is configurable into a limited range of standard configurations to provide the specified water capability according to demand.</li> <li>8. The system provides an entirely appropriate operator interface.</li> <li>9. The system allows integration into the GBA environment in accordance with DEFSTAN 23-13.</li> </ol> |
| Unacceptable | The Authority judges that the conditions under which the score above will be awarded have not been met.  |

### **[CR10] Deployability**

#### **Aim:**

The authority wishes to contract with a provider who can guarantee their varied requirements are met in terms of deployability of the purchased equipment

#### **Background:**

The authority has a requirement to transport the equipment to a variety of challenging environments by train, or rotary wing aircraft in a standardised and safe manner. This means that the equipment must be able to fit inside an ISO container and be able to be tactically transported when broken into its sub unit elements.

The following System Requirements apply:

| ID | Pri | MOP | Topic                                      |
|----|-----|-----|--|
| 29 | K   | T   | Readiness                                  |
| 31 | 1   | T   | Deployment Packaging                       |
| 41 | K   | T   | ISO Containers                             |
| 59 | 1   | T   | Deployable by Sea                          |
| 61 | K   | T   | Tactically Deployable by Military Vehicles |

|     |   |   |   |
|-----|---|---|---|
| 50  | 1 | T | Strategically deployable by Maritime Vessels                                  |
| 43  | K | T | Strategically deployable by military aircraft                                 |
| 44  | 1 | T | Strategic deployment on a standard aircraft pallet                            |
| 63  | 2 | O | Modular man-portable components   |
| 714 | K | T | Sub-units tactically deployable by Military Vehicles                          |
| 33  | 1 | T | Packaging Reuse   |
| 47  | 1 | T | Strategically deployable by rail in the UK                                    |
| 48  | 1 | T | Strategically deployable by rail in the EU                                    |
| 37  | 1 | T | Strategic deployment use of MHE and ACHE                                      |
| 53  | 1 | T | Tactical deployment use of MHE  |
| 56  | 1 | T | Tactically deployable by military Fixed Wing aircraft                         |
| 57  | 1 | T | Platoon-scale elements tactically deployable by military Rotary Wing aircraft |
| 711 | 1 | T | Sub-Unit tactically deployable by military Rotary Wing aircraft               |
| 712 | 1 | O | Unit and Battle Group tactically deployable by military Rotary Wing aircraft  |
| 713 | 1 | O | Tactically deployable by specified military Rotary Wing aircraft              |

#### Evidence required:

Provide the following (no more than 3,000 words total):

- Explanation of how your tendered solution meets the requirements associated with this criterion.
- Description of any areas of development that you will undertake as part of the CWSS contract in order to meet the threshold measures of performance for requirements with which your solution will be compliant in this area.
- Explanations of how you will ensure any developments are completed successfully in the required timescales.
- Include in your initial Risk Register the description of the risks associated with this aspect of your solution and/or its development and explanation of how you will mitigate them.

Note that the Authority's assessment of this criterion will also take into consideration:

- **The Level of compliance your proposed CWSS solution will achieve against each of the requirements in the section(s) of the SRD listed above, as indicated in your SRD compliance matrix.**
- The Tenderer's statement of technology readiness levels for the overall system and each sub system therein
- Acceptance Plan
- Verification and Validation Plan

#### Scoring Guidance

|                 |  |
|-----------------|--|
| High Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The required scale of equipment can be stored at readiness in order to support Simple Intervention, Complex Intervention and Enduring Stabilisation operations concurrently, in accordance with the Land Fleet Requirement. (LFR) [SR 29]</li> <li>2. The system is strategically deployable by air, land (road &amp; rail) and sea using civilian and specified military vehicles including inter-nodal transfers. [SR 31, 41, 59, 61, 50, 43, 44, 47, 48]</li> <li>3. Sub unit elements can be tactically transported on small platforms and have modular components that are demountable and man-portable in accordance with the Threshold Measures of Performance (MOP) in the SRD. [SR 63, 714]</li> <li>4. Any packaging used for transportation can be reused to allow re-deployment. [SR 33]</li> <li>5. The system is able to be loaded for, and unloaded from, tactical deployment using in-service Mechanical Handling Equipment (MHE) &amp; Air Craft Handling Equipment (ACHE). [SR 37, 53]</li> <li>6. The system is deployable by specified military rotary wing aircraft in accordance with Threshold MOPs in the SRD. [SR 56, 57, 711, 712, 713]-</li> <li>7. Sub unit elements of CWSS have modular components that are demountable and man-portable in accordance with the Objective Measures of Performance (MOP) in the SRD. [SR 63].</li> <li>8. Unit and Battle-Group CWSS shall be tactically deployable by specified rotary wing aircraft as an internal or underslung load in accordance with the Objective MOPs in the SRD. [SR 712]</li> <li>9. All CWSS shall be tactically deployable by specified rotary wing aircraft in accordance with Objective MOPs in the SRD [SR 713]</li> </ol> |
| Good Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The required scale of equipment can be stored at readiness in order to support Simple Intervention, Complex Intervention and Enduring Stabilisation operations concurrently, in accordance with the Land Fleet Requirement. (LFR)</li> <li>2. The system is strategically deployable by air, land (road &amp; rail) and sea using civilian and specified military vehicles including inter-nodal transfers</li> <li>3. Sub unit elements can be tactically transported on small platforms and have modular components that are demountable and man-portable in accordance with the Threshold Measures of Performance (MOP) in the SRD.</li> <li>4. Any packaging used for transportation of capability can be reused to allow re-deployment.</li> <li>5. The system is able to be loaded for, and unloaded from, tactical deployment using in-service Mechanical Handling Equipment (MHE) &amp; Air Craft Handling Equipment (ACHE).</li> </ol>  |

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|                | <p>6. The system is deployable by specified military rotary wing aircraft in accordance with Threshold MOPs in the SRD. -</p> <p>The Authority judges all but 1 of the following statements to be true:</p> <p>7. Sub unit elements of CWSS have modular components that are demountable and man-portable in accordance with the Objective Measures of Performance (MOP) in the SRD.</p> <p>8. Unit and Battle-Group CWSS shall be tactically deployable by specified rotary wing aircraft as an internal or underslung load in accordance with the Objective MOPs in the SRD.</p> <p>9. All CWSS shall be tactically deployable by specified rotary wing aircraft in accordance with Objective MOPs in the SRD</p>  |
| Low Confidence | <p>The Authority judges all of the following statements to be true:</p> <p>1. The required scale of equipment can be stored at readiness in order to support Simple Intervention, Complex Intervention and Enduring Stabilisation operations concurrently, in accordance with the Land Fleet Requirement. (LFR)</p> <p>2. The system is strategically deployable by air, land (road &amp; rail) and sea using civilian and specified military vehicles including inter-nodal transfers.</p> <p>3. Sub unit elements can be tactically transported on small platforms and have modular components that are demountable and man-portable in accordance with the Threshold Measures of Performance (MOP) in the SRD.</p> <p>4. Any packaging used for transportation of capability can be reused to allow re-deployment.</p> <p>5. The system is able to be loaded for, and unloaded from, tactical deployment using in-service Mechanical Handling Equipment (MHE) &amp; Air Craft Handling Equipment (ACHE).</p> <p>6. The system is deployable by specified military rotary wing aircraft in accordance with Threshold MOPs in the SRD.</p> <p>The Authority judges all but 2 of the following statements to be true:</p> <p>7. Sub unit elements of CWSS have modular components that are demountable and man-portable in accordance with the Objective Measures of Performance (MOP) in the SRD. .</p> <p>8. Unit and Battle-Group CWSS shall be tactically deployable by specified rotary wing aircraft as an internal or underslung load in accordance with the Objective MOPs in the SRD.</p> <p>9. All CWSS shall be tactically deployable by specified rotary wing aircraft in accordance with Objective MOPs in the SRD [SR 713]</p> |
| Concerns       | <p>The Authority judges all of the following statements to be true:</p> <p>1. The required scale of equipment can be stored at readiness in order to support Simple Intervention, Complex Intervention and Enduring Stabilisation operations concurrently, in accordance with the Land Fleet Requirement. (LFR)</p>  |



|              |  |
|--------------|--|
|              | <ol style="list-style-type: none"> <li>2. The system is strategically deployable by air, land (road &amp; rail) and sea using civilian and specified military vehicles including inter-nodal transfers.</li> <li>3. Sub unit elements can be tactically transported on small platforms and have modular components that are demountable and man-portable in accordance with the Threshold Measures of Performance (MOP) in the SRD.</li> <li>4. Any packaging used for transportation of capability can be reused to allow re-deployment.</li> <li>5. The system is able to be loaded for, and unloaded from, tactical deployment using in-service Mechanical Handling Equipment (MHE) &amp; Air Craft Handling Equipment (ACHE).</li> <li>6. The system is deployable by specified military rotary wing aircraft in accordance with Threshold MOPs in the SRD.</li> </ol> <p>The Authority judges none of the following statements to be true:</p> <ol style="list-style-type: none"> <li>7. Sub unit elements of CWSS have modular components that are demountable and man-portable in accordance with the Objective Measures of Performance (MOP) in the SRD.</li> <li>8. Unit and Battle-Group CWSS shall be tactically deployable by specified rotary wing aircraft as an internal or underslung load in accordance with the Objective MOPs in the SRD.</li> <li>9. All CWSS shall be tactically deployable by specified rotary wing aircraft in accordance with Objective MOPs in the SRD</li> </ol> |
| Unacceptable | The Authority judges that the conditions under which the score above will be awarded have not been met.  |

**[CR11] Set-up and Recovery**

**Aim:**

The authority wishes to purchase equipment that is simple to assemble and dismantle with minimal effort

**Background:**

The authority seeks to purchase kit that may be used in varying and hostile environments. This terrain may require fast entrance and departure of UK forces and therefore the authority has a requirement to choose kit that can be easily set up and dismantled without the use of Mechanical Handling Equipment (MHE) and with minimum use of personnel.

The following System Requirements apply:

| ID      | Pri | MOP | Topic  |
|---------|-----|-----|--|
| 69      | 1   | T   | Constructed without use of Mechanical Handling   |
| 81      | 1   | T   | Sub-unit elements be dismantled with no Mechanical Handling  |
| 73      | 1   | T   | Flexible lay-down for sub-unit elements  |
| 72<br>0 | 1   | T   | Flexible lay-down for Unit, Battle Group, Formation and Force elements   |
| 75      | 1   | O   | Sub-unit and Battle Group elements of CWSS shall require a minimal amount of time and manpower to construct and commission |
| 73<br>0 | 1   | O   | Formation and Force level elements of CWSS shall require a minimal amount of time and manpower to construct and commission |
| 85      | 1   | O   | Sub-unit and Battle group elements of CWSS shall take a minimal amount of time and manpower to decommission and dismantle  |
| 87      | 1   | O   | Formation and Force level elements of CWSS shall require minimal manpower for decommissioning and dismantling.             |
| 67      | 1   | O   | Sub-unit and Battle Group elements of CWSS shall require <u>no</u> site preparation.                                       |
| 71<br>6 | 1   | O   | Formation and Force level elements of CWSS shall require minimal site preparation.   |

**Evidence Required:**

Provide the following (no more than 3,000 words total):

- Explanation of how your tendered solution meets the requirements associated with this criterion.
- Description of any areas of development that you will undertake as part of the CWSS contract in order to meet the threshold measures of performance for requirements with which your solution will be compliant in this area.
- Explanations of how you will ensure any developments are completed successfully in the required timescales.
- Include in your initial Risk Register the description of the risks associated with this aspect of your solution and/or its development and explanation of how you will mitigate them.

Note that the Authority's assessment of this criterion will also take into consideration:

- **The Level of compliance your proposed CWSS solution will achieve against each of the requirements in the section(s) of the SRD listed above, as indicated in your SRD compliance matrix.**
- The Tenderer's statement of technology readiness levels for the overall system and each sub system therein
- Acceptance Plan
- Verification and Validation Plan

### Scoring Guidance

|                 |   |
|-----------------|---|
| High Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The system can be constructed and dismantled without the use of MHE. [SR 69, 81]</li> <li>2. The system has a flexible laydown with a minimum of 18 m head and 100 m delivery between treatment and storage equipment. 23 m head and 96 m delivery between storage and issue equipment. [SR 73, 720]</li> <li>3. Sub-unit and battle group elements of the system can be constructed and commissioned within the time and with the manpower described in the SRD at Objective MOPs [SR 75, 85].</li> <li>4. Formation and Force level elements of the system can be constructed and commissioned within the time and with the manpower described in the SRD at Objective MOPs [SR 730, 87].</li> <li>5. Sub-unit and Battle Group elements of CWSS shall require <u>no</u> site preparation for ground conditions described in the Objective MOPS in the SRD [SR 67].</li> <li>6. Formation and Force level elements of CWSS shall require minimal site preparation for ground conditions described in the Objective MOPS in the SRD [SR 716].</li> </ol> |
| Good Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The system can be constructed and dismantled without the use of MHE.</li> <li>2. The system has a flexible laydown with a minimum of 18 m head and 100 m delivery between treatment and storage equipment. 23 m head and 96 m delivery between storage and issue equipment.</li> <li>3. Sub-unit and battle group elements of the system can be constructed and commissioned within the time and with the manpower described in the SRD at Threshold MOPs.</li> <li>4. Formation and Force level elements of the system can be constructed and commissioned within the time and with the manpower described in the SRD at Threshold MOPs.</li> <li>5. Sub-unit and Battle Group elements of CWSS shall require <u>no</u> site preparation for ground conditions described in the Threshold MOPS in the SRD.</li> </ol>  |

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|                | <p>6. Formation and Force level elements of CWSS shall require minimal site preparation for ground conditions described in the Threshold MOPS in the SRD.</p> <p>The Authority judges all but one of the following statements to be true:</p> <p>7. Sub-unit and battle group elements of the system can be constructed and commissioned within the time and with the manpower described in the SRD at Objective MOPS.</p> <p>8. Formation and Force level elements of the system can be constructed and commissioned within the time and with the manpower described in the SRD at Objective MOPS.</p> <p>9. Sub-unit and Battle Group elements of CWSS shall require <u>no</u> site preparation for ground conditions described in the Objective MOPS in the SRD.</p> <p>10. Formation and Force level elements of CWSS shall require minimal site preparation for ground conditions described in the Objective MOPS in the SRD.</p>   |
| Low Confidence | <p>The Authority judges all of the following statements to be true:</p> <p>1. The system can be constructed and dismantled without the use of MHE.</p> <p>2. The system has a flexible laydown with a minimum of 18 m head and 100 m delivery between treatment and storage equipment. 23 m head and 96 m delivery between storage and issue equipment.</p> <p>3. Sub-unit and battle group elements of the system can be constructed and commissioned within the time and with the manpower described in the SRD at Threshold MOPS.</p> <p>4. Formation and Force level elements of the system can be constructed and commissioned within the time and with the manpower described in the SRD at Threshold MOPS.</p> <p>5. Sub-unit and Battle Group elements of CWSS shall require <u>no</u> site preparation for ground conditions described in the Threshold MOPS in the SRD.</p> <p>6. Formation and Force level elements of CWSS shall require minimal site preparation for ground conditions described in the Threshold MOPS in the SRD.</p> <p>The Authority judges all but two of the following statements to be true:</p> <p>7. Sub-unit and battle group elements of the system can be constructed and commissioned within the time and with the manpower described in the SRD at Objective MOPS.</p> <p>8. Formation and Force level elements of the system can be constructed and commissioned within the time and with the manpower described in the SRD at Objective MOPS.</p> <p>9. Sub-unit and Battle Group elements of CWSS shall require <u>no</u> site preparation for ground conditions described in the Objective</p> |

|                     |  |
|---------------------|--|
|                     | <p>MOPS in the SRD.</p> <p>10. Formation and Force level elements of CWSS shall require minimal site preparation for ground conditions described in the Objective MOPS in the SRD.</p>   |
| Concerns            | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The system can be constructed and dismantled without the use of MHE.</li> <li>2. The system has a flexible laydown with a minimum of 18 m head and 100 m delivery between treatment and storage equipment. 23 m head and 96 m delivery between storage and issue equipment.</li> <li>3. Sub-unit and battle group elements of the system can be constructed and commissioned within the time and with the manpower described in the SRD at Threshold MOPS.</li> <li>4. Formation and Force level elements of the system can be constructed and commissioned within the time and with the manpower described in the SRD at Threshold MOPS.</li> <li>5. Sub-unit and Battle Group elements of CWSS shall require <u>no</u> site preparation for ground conditions described in the Threshold MOPS in the SRD.</li> <li>6. Formation and Force level elements of CWSS shall require minimal site preparation for ground conditions described in the Threshold MOPS in the SRD.</li> </ol> |
| <b>Unacceptable</b> | <p>The Authority judges that the conditions under which the score above will be awarded have not been met.</p>   |

**[CR12] Operate**

**Aims**

The authority wishes to purchase equipment that provides sufficient water, of the required quality, at the point of need to meet operational requirements.

**Background**

The authority seeks to purchase equipment that can treat, store and ensure the quality of water, within the context of environmental legislation to maintain deployed force elements. The equipment is required to ensure self-sufficiency at each point of presence and the ability to issue water of a consistent and compliance quality standard.

| ID  | Pri | MO<br>P | Topic   |
|-----|-----|---------|---|
| 91  | K   | T       | Abstract water from surface specified sources   |
| 101 | K   | O       | Produce amounts of drinking water to support Sub-Unit phase 1 demand rates            |
| 735 | K   | O       | Produce amounts of drinking water to support Sub unit phase 2 demand rates            |
| 736 | K   | O       | Produce amounts of drinking water to support Sub-Unit phase 3 demand rates            |
| 726 | K   | O       | Produce amounts of drinking water to support Battle-Group phase 1 demand rates        |
| 737 | K   | O       | Produce amounts of drinking water to support Battle-Group phase 2 demand rates        |
| 738 | K   | O       | Produce amounts of drinking water to support Battle-Group phase 3 demand rates        |
| 739 | K   | O       | Produce amounts of drinking water to support Formation and Force phase 1 demand rates |
| 740 | K   | O       | Produce amounts of drinking water to support Formation phase 2 demand rate            |
| 741 | K   | O       | Produce amounts of drinking water to support Formation phase 3 demand rates           |
| 113 | 1   | T       | Store treated water in Sub-Unit transportable containers                              |
| 105 | 1   | T       | Prevent water that has not been correctly treated                                     |
| 107 | 1   | O       | Minimise the quantity of waste water produced   |
| 125 | K   | T       | Conduct diagnostic quantitative testing   |
| 134 | 1   | T       | Provide all operational functions simultaneously.                                     |
| 136 | 1   | O       | Treatment element shall require minimal operator intervention                         |
| 138 | 1   | O       | Packaging element shall require minimal operator intervention                         |
| 140 | 1   | O       | Treatment element shall require minimal manpower for operation                        |
| 141 | 1   | O       | Packaging element shall require minimal manpower for operation                        |
| 109 | K   | T       | Be able treat stored water for personal consumption.                                  |
| 143 | 1   | O       | Operated by personnel wearing specialist protective clothing                          |
| 147 | M   | T       | Shall prevent the spillage of chemicals and hazardous materials                       |
| 124 | K   | T       | Be able to conduct generic qualitative testing  |

|     |   |   |   |
|-----|---|---|---|
| 111 | 1 | T | Be able to store treated water  |
| 743 | 1 | T | Be able to store treated water in ground storage containers.                          |
| 127 | K | T | Issue water to personnel from storage   |
| 128 | 1 | T | Issue water for other military purposes   |
| 129 | 1 | O | Issue water to Sub-Unit transportable containers.                                     |
| 131 | 1 | T | Issue water to bulk water carriage  |
| 132 | 1 | T | Issue water to jerry cans   |
| 96  | 1 | T | Receive treated water into all scales of storage.                                     |
| 744 | 1 | T | Store treated water in wheeled storage containers                                     |
| 774 | 1 | O | CWSS shall have a small deployment burden on the strategic and tactical supply chain. |
| 775 | 1 | O | CWSS shall have high energy efficiency.   |
| 776 | 1 | O | CWSS consumables shall have a low logistics burden.                                   |
| 766 | K | O | Provide packaged water to meet Formation level personal consumption demand rates      |
| 728 | K | O | Provide packaged water to meet Force level personal consumption demand rates          |

### Evidence Required

Provide the following (no more than 3,000 words total):

- Explanation of how your tendered solution meets the requirements associated with this criterion.
- Description of any areas of development that you will undertake as part of the CWSS contract in order to meet the threshold measures of performance for requirements with which your solution will be compliant in this area.
- Explanations of how you will ensure any developments are completed successfully in the required timescales.
- Include in your initial Risk Register the description of the risks associated with this aspect of your solution and/or its development and explanation of how you will mitigate them.

Note that the Authority's assessment of this criterion will also take into consideration:

- **The Level of compliance your proposed CWSS solution will achieve against each of the requirements in the section(s) of the SRD listed above, as indicated in your SRD compliance matrix.**
- The Tenderer's statement of technology readiness levels for the overall system and each sub system therein
- Acceptance Plan
- Verification and Validation Plan

### Scoring Guidance

|                 |  |
|-----------------|--|
| High Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The system will deliver Threshold MOP on the following SRDs: [SR 109, 143, 147, 124, 111, 743, 127, 128, 129, 131, 132, 96, 744, 774, 775, and 776].</li> <li>2. The system can utilise a variety of water sources including (but not limited to); Indigenous infrastructure, seawater, fresh and</li> </ol> |
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|                 | <p>saline surface and ground water. [SR 91]</p> <ol style="list-style-type: none"> <li>3. Treated water can be stored and delivered to sub units in transportable containers, min 680 litres (transportable by vehicles such as lightweight trailer). [SR 113]</li> <li>4. The system improves palatability of stored water prior to issue for consumption. [SR 109]</li> <li>5. The system prevents incorrectly treated product from being issued by the treatment system. [SR 105]</li> <li>6. The system shall conduct qualitative testing of source and treated water. [SR 125]</li> <li>7. The system shall be able to conduct all functions simultaneously. [SR 134]</li> <li>8. The system is able to produce amounts of drinking water to support Sub unit, Battlegroup, Formation and Force level consumption rates from contaminated water sources for all phases against Objective time constraints detailed in the SRD. [SR 101,735, 736, 726, 737, 738, 739, 740, 741]</li> <li>9. The system is able to produce amounts of packaged water to support Formation and Force level personal consumption rates against Objective time constraints detailed in the SRD. [SR766, 728]</li> <li>10. The system produces less than the quantity of waste water described in the Objective MOPS in the SRD for saline, CBRN and fresh water sources. [SR 107]</li> <li>11. Treatment element shall require minimal manpower for minimise operator intervention in accordance with Objective MOPS in the SRD. [SR 136, 140]</li> <li>12. Packaging element shall require minimal manpower for minimise operator intervention in accordance with Objective MOPS in the SRD. [SR 138, 141]</li> </ol> |
| Good Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The system will deliver Threshold MOP on the following SRDs: [SR 109, 143, 147, 124, 111, 743, 127, 128, 129, 131, 132, 96, 744].</li> <li>2. The system can utilise a variety of water sources including (but not limited to); Indigenous infrastructure, seawater, fresh and saline surface and ground water</li> <li>3. Treated water can be stored and delivered to sub units in transportable containers, min 680 litres (transportable by vehicles such as lightweight trailer).</li> <li>4. The system improves palatability of stored water prior to issue for consumption</li> <li>5. The system prevents incorrectly treated product from being</li> </ol>   |



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|                | <p>issued by the treatment system.</p> <ol style="list-style-type: none"> <li>6. The system shall conduct qualitative testing of source and treated water.</li> <li>7. The system shall be able to conduct all functions simultaneously.</li> <li>8. The system is able to produce amounts of drinking water to support Sub unit, Battlegroup, Formation and Force level consumption rates from contaminated water sources for all phases against Threshold time constraints detailed in the SRD.</li> <li>9. The system is able to produce amounts of packaged water to support Formation and Force level personal consumption rates against Threshold time constraints detailed in the SRD.</li> <li>10. The system produces less than the quantity of waste water described in the Threshold MOPS in the SRD for saline, CBRN and fresh water sources.</li> <li>11. Treatment element shall require minimal manpower for minimise operator intervention in accordance with Threshold MOPS in the SRD.</li> <li>12. Packaging element shall require minimal manpower for minimise operator intervention in accordance with Threshold MOPS in the SRD.</li> </ol> <p>The Authority judges all but one of the following statements to be true:</p> <ol style="list-style-type: none"> <li>13. The system is able to produce amounts of drinking water to support Sub unit, Battlegroup, Formation and Force level consumption rates from contaminated water sources for all phases against Objective time constraints detailed in the SRD</li> <li>14. The system produces less than the quantity of waste water described in the Objective MOPS in the SRD for saline, CBRN and fresh water sources.</li> <li>15. Treatment element shall require minimal manpower for minimise operator intervention in accordance with Objective MOPS in the SRD.</li> <li>16. Packaging element shall require minimal manpower for minimise operator intervention in accordance with Objective MOPS in the SRD.</li> </ol> |
| Low Confidence | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The system will deliver Threshold MOP on the following SRDs: [SR 109, 143, 147, 124, 111, 743, 127, 128, 129, 131, 132, 96, 744].</li> <li>2. The system can utilise a variety of water sources including (but not limited to); Indigenous infrastructure, seawater, fresh and saline surface and ground water</li> <li>3. Treated water can be stored and delivered to sub units in transportable containers, min 680 litres (transportable by vehicles such as lightweight trailer).</li> </ol>  |

|          |  |
|----------|--|
|          | <ol style="list-style-type: none"> <li>4. The system improves palatability of stored water prior to issue for consumption</li> <li>5. The system prevents incorrectly treated product from being issued by the treatment system.</li> <li>6. The system shall conduct qualitative testing of source and treated water.</li> <li>7. The system shall be able to conduct all functions simultaneously.</li> <li>8. The system is able to produce amounts of drinking water to support Sub unit, Battlegroup, Formation and Force level consumption rates from contaminated water sources for all phases against Threshold time constraints detailed in the SRD.</li> <li>9. The system is able to produce amounts of packaged water to support Formation and Force level personal consumption rates against Threshold time constraints detailed in the SRD.</li> <li>10. The system produces less than the quantity of waste water described in the Threshold MOPS in the SRD for saline, CBRN and fresh water sources.</li> <li>11. Treatment element shall require minimal manpower for minimise operator intervention in accordance with Threshold MOPS in the SRD.</li> <li>12. Packaging element shall require minimal manpower for minimise operator intervention in accordance with Threshold MOPS in the SRD.</li> </ol> <p>The Authority judges all but 2 of the following statements to be true:</p> <ol style="list-style-type: none"> <li>13. The system is able to produce amounts of drinking water to support Sub unit, Battlegroup, Formation and Force level consumption rates from contaminated water sources for all phases against Objective time constraints detailed in the SRD</li> <li>14. The system produces less than the quantity of waste water described in the Objective MOPS in the SRD for saline, CBRN and fresh water sources.</li> <li>15. Treatment element shall require minimal manpower for minimise operator intervention in accordance with Objective MOPS in the SRD.</li> <li>16. Packaging element shall require minimal manpower for minimise operator intervention in accordance with Objective MOPS in the SRD.</li> </ol> |
| Concerns | <p>The Authority judges all of the following statements to be true:</p> <ol style="list-style-type: none"> <li>1. The system will deliver Threshold MOP on the following SRDs: [SR 109, 143, 147, 124, 111, 743, 127, 128, 129, 131, 132, 96, 744].</li> <li>2. The system can utilise a variety of water sources including (but not limited to); Indigenous infrastructure, seawater, fresh and</li> </ol>  |

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|              | <p>saline surface and ground water</p> <ol style="list-style-type: none"> <li>3. Treated water can be stored and delivered to sub units in transportable containers, min 680 litres (transportable by vehicles such as lightweight trailer).</li> <li>4. The system improves palatability of stored water prior to issue for consumption</li> <li>5. The system prevents incorrectly treated product from being issued by the treatment system.</li> <li>6. The system shall conduct qualitative testing of source and treated water.</li> <li>7. The system shall be able to conduct all functions simultaneously.</li> <li>8. The system is able to produce amounts of drinking water to support Sub unit, Battlegroup, Formation and Force level consumption rates from contaminated water sources for all phases against Threshold time constraints detailed in the SRD.</li> <li>9. The system is able to produce amounts of packaged water to support Formation and Force level personal consumption rates against Threshold time constraints detailed in the SRD.</li> <li>10. The system produces less than the quantity of waste water described in the Threshold MOPS in the SRD for saline, CBRN and fresh water sources.</li> <li>11. Treatment element shall require minimal manpower for minimise operator intervention in accordance with Threshold MOPS in the SRD</li> <li>12. Packaging element shall require minimal manpower for minimise operator intervention in accordance with Threshold MOPS in the SRD.</li> </ol> |
| Unacceptable | The Authority judges that the conditions under which the score above will be awarded have not been met.  |

### **[CR13] Environment**

#### **Aims**

The Authority wishes to choose a solution that will operate successfully in all the required environmental conditions.

#### **Background**

| ID  | Pri | MOP | Topic   |
|-----|-----|-----|---|
| 151 | K   | T   | Operate in Core Region environments                             |
| 160 | K   | T   | Stored without degradation in Core Region environments          |
| 168 | 1   | T   | Transported by military vehicle without degradation             |
| 169 | 1   | T   | Transported by rail without degradation                         |
| 170 | 1   | T   | Transported by sea without degradation                          |
| 171 | 1   | T   | Transported by military Fixed Wing aircraft without degradation |

Subject to Contract

|     |   |   |  |
|-----|---|---|--|
| 172 | 1 | T | Transported by military Rotary Wing aircraft without degradation   |
| 754 | 1 | T | Shall function in a salt atmosphere.   |
| 156 | 1 | T | Operate at altitudes.  |
| 155 | 1 | T | Operate in very cold weather   |
| 164 | 1 | T | Stored without degradation in very cold weather  |
| 746 | 1 | T | Operate up to the highest value of atmospheric pressure experienced at sea level                                 |
| 747 | 1 | T | Operate down to the lowest value of atmospheric pressure for the highest elevation contemplated for NATO forces. |
| 748 | 1 | T | Remain safe, with no drop in performance, when exposed to precipitation  |
| 749 | 1 | T | Function when subjected to drips caused by condensation  |
| 750 | 1 | T | Remain safe when exposed to maximum gust speeds likely to be experienced once in 10 years.                       |
| 751 | 1 | T | Capable of an acceptable performance, when exposed to winds and gusts  |
| 752 | 1 | T | Operate when under the effects of snow loading   |
| 753 | 1 | T | Operate when under the effects of ice accumulation   |
|     |   |   |  |

#### Evidence Required

Provide the following (no more than 3,000 words total):

- Explanation of how your tendered solution meets the requirements associated with this criterion.
- Description of any areas of development that you will undertake as part of the CWSS contract in order to meet the threshold measures of performance for requirements with which your solution will be compliant in this area.
- Explanations of how you will ensure any developments are completed successfully in the required timescales.
- Include in your initial Risk Register the description of the risks associated with this aspect of your solution and/or its development and explanation of how you will mitigate them.

Note that the Authority's assessment of this criterion will also take into consideration:

- **The Level of compliance your proposed CWSS solution will achieve against each of the requirements in the section(s) of the SRD listed above, as indicated in your SRD compliance matrix.**
- The Tenderer's statement of technology readiness levels for the overall system and each sub system therein
- Acceptance Plan
- Verification and Validation Plan

| Scoring Guidance |   |
|------------------|---|
| Acceptable       | The system will deliver Threshold MOP on the SRDs listed against this criterion.                        |
| Unacceptable     | The Authority judges that the conditions under which the score above will be awarded have not been met. |

#### **[CR14] Safety and Environmental Protection**

##### **Aims**

The Authority aims to award a contract to a Supplier whose solution is safe and will achieve an adequate level of Safety and Environmental Certification in accordance with Def Stan 00-56, JSP 815, JSP 454, JSP 418, the Acquisition Safety and Environmental Management System (ASEMS) and the SRD.

##### **Background**

The Safety and Environmental Management Plan (SEMP) is required at Contract Award and therefore must be complete at tender submission. The Authority needs to be assured that the system will be safe to operate, transport and store, both during the trials and upon acceptance of the final equipment and needs to be assured that sign off of the part three safety case will be achieved by ISD.

##### **References**

The Authority's requirements relating to this criterion are defined in the following:

- Defence Standard 00-56: Safety Management Requirements for Defence Systems
- JSP 815: Defence Health, Safety and Environmental Protection
- JSP 454: Land Systems Safety and Environmental Protection
- JSP 418: Management of Environmental Protection in Defence
- ASEMS including Project Orientated Safety Management System (POSMS) and Project Orientated Environmental Management System (POEMS) (Available through Acquisition System Guidance)
- The system requirements outlined in the table below:

| ID  | Pri | MOP | Topic   |
|-----|-----|-----|---|
| 278 | M   | T   | Comply with electrical regulations.   |
| 280 | M   | T   | Comply with pressure equipment regulations.   |
| 282 | 1   | T   | Shall identify any specialist Personal Protective Equipment.  |
| 284 | M   | T   | Shall be intrinsically safe and have a safe system of work.   |
| 285 | M   | T   | Shall shut down in a fail-safe manner in the event of a failure.  |
| 286 | M   | T   | Shall be compliant with safety policies and guidance.   |
| 288 | M   | T   | Shall comply with maritime dangerous cargo regulations.   |
| 289 | M   | T   | Shall comply with rail transport regulations.   |
| 290 | M   | T   | Shall company with commercial vehicles cargo regulations.   |
| 291 | M   | T   | Shall comply with COSHH regulations.  |
| 292 | M   | T   | Shall comply with commercial air cargo regulations.   |
| 296 | M   | T   | Shall conform with European Directives.   |
| 297 | M   | T   | All electrical installations shall conform to BS 7671:2008.   |
| 298 | M   | T   | Disposal of any waste products from CWSS must be carried out in a manner that complies with current legal and environmental requirements. |

|     |   |   |  |
|-----|---|---|--|
| 300 | M | T | Shall comply with appropriate safety regulations.          |
| 302 | M | T | Shall comply with health and safety requirements.          |
| 303 | M | T | Shall comply with UK water legislations.                   |
| 251 | M | T | Comply with the Exposure Limit Values                      |
| 768 | M | T | CWSS safety must be managed in accordance with MOD policy. |

### Evidence Required

Provide the following:

- A Safety and Environmental Management Plan (SEMP) to set out and record the safety and environmental management arrangements for the tendered solution, and the actions and processes to be followed to ensure safe operation and support of the system(s).
  - The tenders should demonstrate within the SEMF understanding of the Authority's As Low As Reasonably Practicable (ALARP) and Best Practicable Environmental Option (BPEO) methodology in a MOD military context, and when risk assessments and risk analysis should be conducted.
- A Part 2 Safety and Environmental Case Report (SECR) summarizing the Part 2 Safety and Environmental Case which provides sufficient evidence and argues that the tendered solution can meet the safety and environmental requirements established in the SRD and Part 1 Safety and Environmental Case. The Part 2 SECR should:
  - Provide the justification and evidence that the system design is acceptably safe and that risk has been reduced so far as reasonably practicable and that ALARP can be achieved in service.
  - Show how risks have been mitigated and identify the residual risks which will require mitigation during Operation and Support of the system.
  - Demonstrate compliance with applicable legislation and regulations and identify any non-compliances and the action required to address these.
  - Demonstrate that all Environmental Protection legislation is met and appropriate management and/or mitigation is in place to manage environmental impacts to achieve the BPEO.
- Completed DEFFORM 68
- SQEP forms
- Details of Independent Safety and Environmental Advisors
- *Note: The Part 2 Safety and Environmental Case will be progressively refined and updated for the chosen solution through life.*

### Scoring Guidance

|            |  |
|------------|--|
| Acceptable | <p>The Authority judges that all of the following statements are true:</p> <ol style="list-style-type: none"> <li>1. The Authority has no reason to believe that the tendered solution is unsafe.</li> <li>2. The SEMF fully identifies full and appropriate exchange of safety related information with the Authority.</li> <li>3. The SEMF considers all aspects of equipment safety including general equipment safety, system specific safety, operation, maintenance and training.</li> <li>4. The SEMF clearly identified appropriate roles, responsibilities, qualifications and experience for the management of safety.</li> <li>5. The tools and procedures defined in the SEMF are entirely appropriate to the proposed solution.</li> <li>6. The SEMF is suitably integrated within the overall</li> </ol> |
|------------|--|

|              |  |
|--------------|--|
|              | <p>programme.</p> <p>7. The Part 2 SECR provides suitable and sufficient evidence that the tendered solution is safe for service in accordance with Def Stan 00-56, JSP 815, JSP 454, JSP 418 and the ASEMS.</p> <p>8. The SECR identifies and assesses equipment hazards relevant to the proposed solution and clearly demonstrates that effective mitigation of the hazards is incorporated into the design.</p> <p>9. The SECR demonstrates compliance with all applicable legislation and regulations and identifies non-compliances and the action required to address these.</p> |
| Unacceptable | The Authority judges that the conditions under which the score above will be awarded have not been met.  |

## **2.4 Cost Calculation**

2.4.1 The Authority will determine the risk adjusted whole life cost (WLC)<sup>1</sup> of each support solutions (Contractor Logistic Support (CLS) and Contractor Traditional Support (CTS)) offered by each tender. These will be combined with their technical scores in the MEAT calculation to identify the preferred tender.

2.4.2 The assessment will consider the cost of any residual responsibilities, risks and pass through costs, this will be based on the data supplied by the Tenderer but adjusted accordingly where it is considered assumptions are incorrect, where there are inconsistencies in pricing or related assumptions within the Tender, or costs have been identified by the Authority but not accounted for by the Tenderer.

## **2.5 Identification of Preferred Tender (MEAT calculation)**

2.5.1 The preferred tender will be identified by applying the Relative Value for Money (RVfM) MEAT calculation below. Only acceptable tenders will be considered in the MEAT calculation.

2.5.2 The Cheapest Acceptable Tender (CAT) will be identified as the acceptable tender with the lowest risk adjusted whole life cost.

2.5.3 The authority has determined that it is willing to pay 0.1% of the anticipated whole life cost for a 1 percent increase in Technical Score.

2.5.4 Any tenders that occur on a line drawn through the CAT with a gradient of 1%/(£0.1% WLC) represent equal value to the Authority as the CAT. The Relative Value for Money (RVfM) rating for all tenders is the vertical distance of the tender from the CAT equal value for money line. It is the difference between tender score and the score of a tender of the same cost and representing equal value for money as the CAT.

<sup>1</sup> WLC will takes into account the total cost of a product and/or service over its specified lifetime, from concept through to disposal including purchase, hire or lease, storage, maintenance, operation, utilities, training and disposal (including its end of life, whether that involves de-commissioning, disposal or re-sale).

2.5.5 Any tender with a positive RVfM rating represents better value for money than the CAT (and is above the line). Any tender with a negative RVfM rating represents poorer value for money than the CAT (and is below the line).

RVfM rating is calculated as follows:

$$\text{Tender RVfM Rating} = \text{Technical Score difference} - (\text{WLC difference} * \text{Equal RVfM gradient})$$

Where:

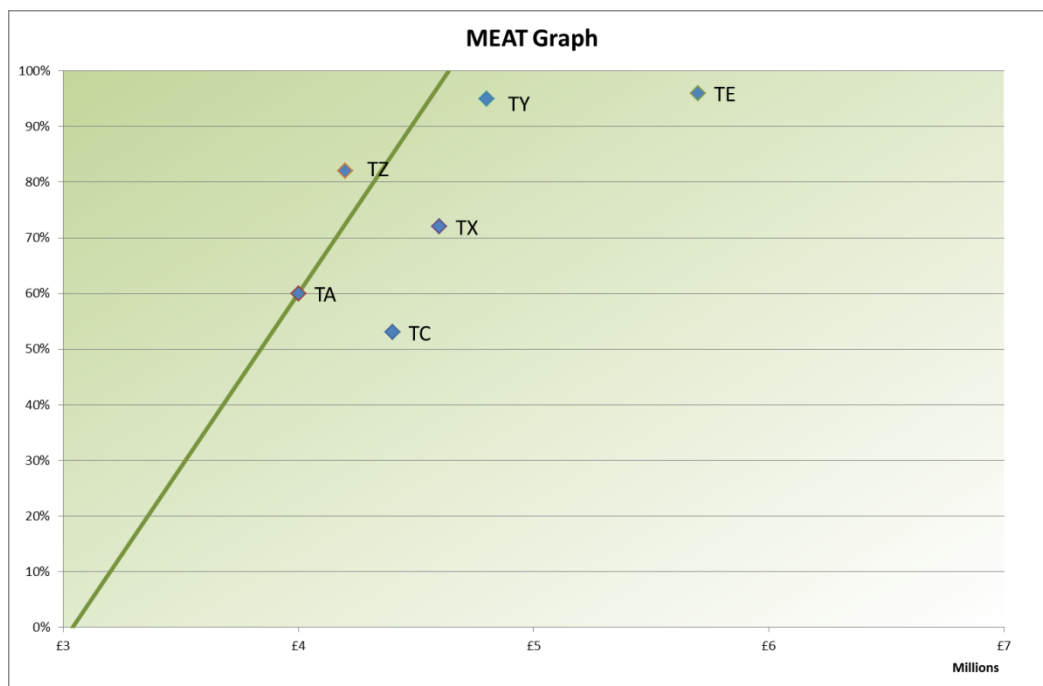
Technical Score difference = Tender score – CAT score

WLC difference = Tender WLC – CAT WLC

Equal RVfM gradient = 1% / £0.1% WLC

2.5.6 The tender which meets all mandatory pass/fail criteria along with the highest RVfM Rating subject to the COEIA outcome is the preferred tender.

2.5.7 The following is an illustrative example of the RVfM calculation. Please note that the values used in this example are arbitrary and must not be taken as an indication of expected functionality or price for the current procurement.



2.5.8 The table below illustrates the RVfM calculation for the scenario illustrated in the graph above. TZ is the preferred tender. The tenders are ranked in the following order:

| Tender | Price (£M) | Price Difference (£M) | Technical Score (%) | Technical Score Difference (%) | RVfM Rating | Ranking |
|--------|------------|-----------------------|---------------------|--------------------------------|-------------|---------|
|--------|------------|-----------------------|---------------------|--------------------------------|-------------|---------|

Subject to Contract



|    |     |     |    |    |        |   |
|----|-----|-----|----|----|--------|---|
| TZ | 4.2 | 0.2 | 82 | 22 | 9.5    | 1 |
| TA | 4.0 | -   | 60 | 0  | 0      | 2 |
| TY | 4.8 | 0.8 | 95 | 35 | -15    | 3 |
| TX | 4.6 | 0.6 | 72 | 12 | -25.5  | 4 |
| TC | 4.4 | 0.4 | 53 | -7 | -32    | 5 |
| TE | 5.7 | 1.7 | 96 | 36 | -70.25 | 6 |

### **D3. Tender Assessment and Contractor Selection (TA/CS) Panel**

3.1 The TA Panel sits with the intention of assessing the tenders acceptability by assessing:

- Commercial Compliance (Pass/Fail)
- Technical Compliance (Pass/Fail)

Lead Assessors for each element of the assessment process will present the consensus view of their assessment team/judgment panels to the TA Panel. The CS Panel sits with the intention of determining the Tender offering overall best Value for Money by assessing:

- Value For Money assessment presented in the COEIA
- AWARD MEAT calculation

### **D4. Negotiation:**

4.1 Negotiations will only be under taken with the Preferred Bidder identified in accordance with Clause D 2.5, and following the TACS Panel selection process described at clause D3.1.

4.2. Tenderers will be informed via AWARD if they are the Preferred Bidder or if they have been unsuccessful at this stage.

4.3. Only the Preferred Bidder will be invited to commence negotiations.

4.4 All elements included in negotiation are at the discretion of the Authority. These elements may include the following:

- Delivery Schedule
  - The key delivery milestones must be met however the programme delivery schedule may be negotiated.
- Milestone Payment Plan
- CLS Pricing Mechanism exclusions assumptions and dependencies

4.5 Any changes agreed during negotiations will be recorded. Authority and Industry documents will be updated and will feature in any future Offer of Contract.

4.6 The Tenderer is to advise in their Tender return who will be representing their Company during the negotiations should their Company reach preferred bidder stage. A maximum of 4 Tenderer representatives can be present at each negotiation and all negotiations will take place at MOD Abbey Wood.

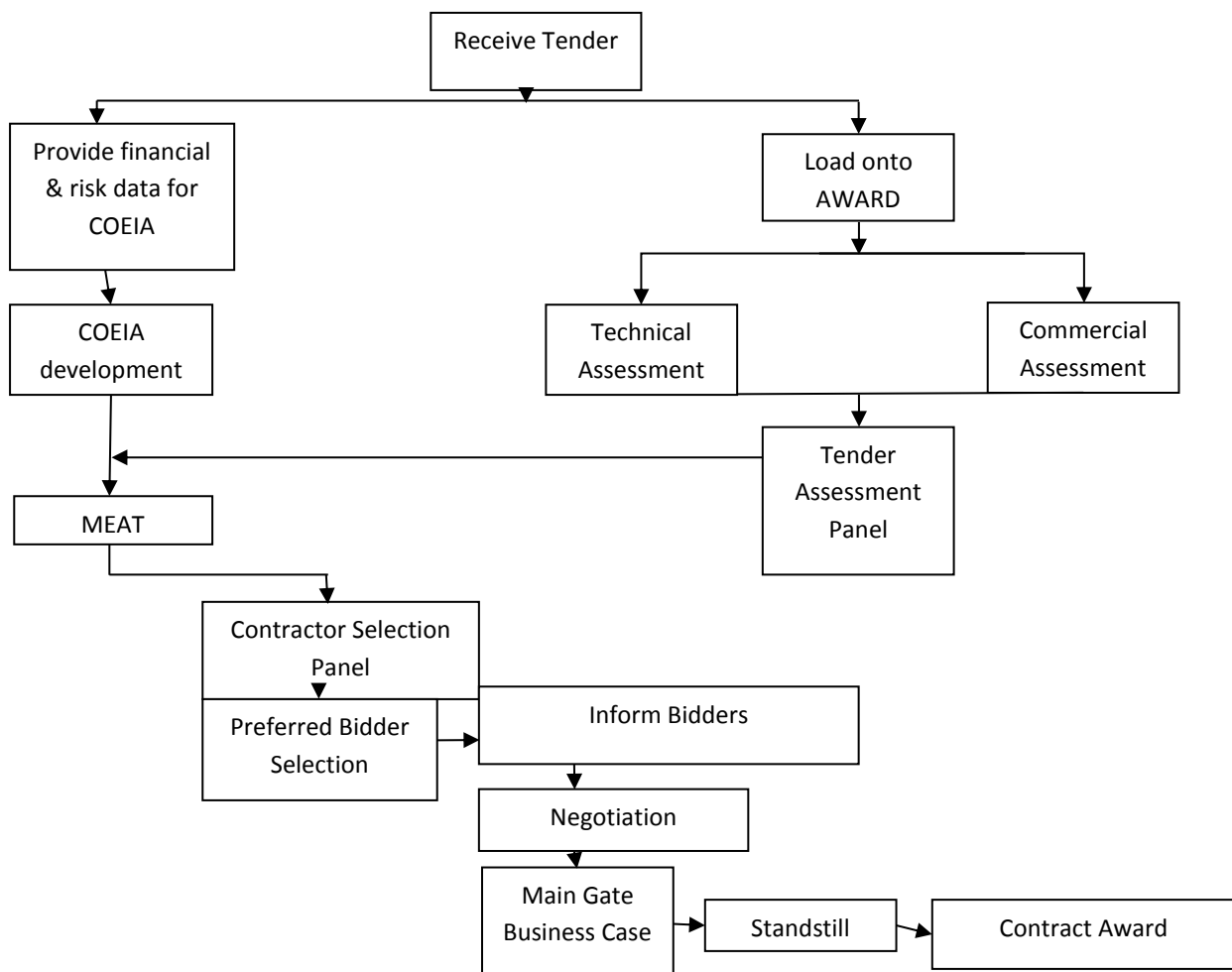
4.7 The Tenderer will bear all their own costs associated with negotiations.

4.8 During the post negotiation period, the Tenderer will be required to re-affirm their bid in line with the agreed ITN negotiated outcomes. The Tenderer will have 2 weeks in which to submit any revised areas of their bid to the Authority, for final review and incorporation into the Offer of Contract. **NB: Only the areas of change are required to be re-affirmed.**

## D5. Contract award:

5.1 Once negotiations are complete the Authority will seek Main Gate Business Case approval. Once approval has been given the Authority will advise of their intention to enter into a contract with the Preferred Bidder and the 10 day standstill will start.

5.2 The following is a flow chart of the Selection process that the Authority will follow:



## **Section 4 -Tenderer Use of AWARD**

D6. The following information instructs the tenderers on the use of AWARD during the tender exercise.

### **INTRODUCTION**

1. The Authority is using the AWARD™ software upon this project. AWARD™ will be used to:
  - a. Provide access to documents shared by the Authority
  - b. Allow Tenderers to raise and respond to Requests and Clarifications
  - c. Provide a portal for formal submission of tenders

### **GETTING STARTED**

2. Each bidding organisation will receive an individual login to the AWARD™ system. The login details will be forwarded from AWARD™.
3. AWARD is an intuitive internet based system to use and contains on-line guidance.
4. AWARD will be used to manage distribution of the ITN, supporting documents, and collection of bid material.
5. In order to access the system a user will need to state that you have read the Terms and Conditions and that the user accepts them.

### **TENDERER REQUESTS**

6. If a tenderer wishes to raise a clarification on supplied information then a Tenderer Request should be raised. From the > Tenderer Request menu click and follow the instructions. The Authority point of contact will be notified of your request. The person that raised the request will be Alerted by AWARD™ when a response is available.
7. Each Request should consist of a single topic.

### **NOTIFICATIONS**

8. From time to time the Authority may wish to notify all tenderers of some information. This may be as a result of a Tenderer request raised by one of the tenderers. All tenderers will be Alerted by AWARD™ at the same time that a notification is available, which will be available from the Notifications area.

### **CLARIFICATIONS**

9. If the Authority wishes a Tenderer to clarify some provided information the Authority will raise a Clarification. The tenderer will be Alerted by AWARD™. The clarification will be available from the Clarifications area.
10. The tenderer shall respond to the Clarification using AWARD™ by following the instructions

they receive when clicking on the Clarification.

## **ALERTS**

11. AWARD™ alerts users when they are required to perform some action as a result of Tenderer Requests, Notifications or Clarifications. The alerts can be seen when logged into AWARD™. The users will receive an automated email from AWARD™ whenever an alert has been issued to them instructing them to log in to AWARD™ to view the alert.

12. Clicking on My Alerts will take the user to a table of the Alerts. From that Table the user can click to the Tenderer Request, Clarification or Notification as required. Once dealt with the Alert may be safely deleted without affecting the originating item.

## **SUBMITTING RESPONSES**

13. In order to load a response into AWARD select the process step and follow the instructions in AWARD.

14. A Tenderer may use as many files as necessary. Each filename shall be unique and less than 100 characters in length. AWARD™ will present the list of documents in alpha-numeric order. Files shall be named such that the files are presented in a logical order (the same order as a hardcopy when listed alpha-numerically). For example:

V5\_p1-main text.pdf

V5\_p2-annex 1.pdf

v5\_p3-annex 1 appendix 1.pdf

15. The convention used above would be a suitable naming convention for 3 files from volume 5, which contained some text, an annex to the schedule and an appendix to the annex, which would be printed in that order for the hardcopy.

16. Tenderers should endeavour to ensure that individual files are no larger than 5 Megabytes (5MB) where possible. Larger files may take significant time to open over poorer connections and cause delays in evaluation. To facilitate a 5MB limit, images shall be compressed to a quality suitable for printing on A4 or A3 paper and viewing on a 1024x768 pixel screen. The Tenderer shall not use images that add no value to the tender.

17. The text box found when selecting “Tenderer Response” and then “Respond to ITN” questions should be used to enter a summary of your submission documents. A Tenderer may also add any references by selecting the corresponding option. Any references added must also be included in the relevant response document.

## **Section E – Instructions on Submitting Tenders**

### **Submission of your Tender**

- E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserve the right to reject any Tender received after the stated date and time. You must provide three paper copies and CDs unpriced and two paper and CD priced copies of your Tender.
- E2. You must upload electronic copies of your Tender to AWARD as per instructions outlined in Section D of this DEFFORM47.
- E3. You must complete and include DEFFORM 47 Annex N (Offer) (excluding Appendix 1) with your Tender. Where you select 'Yes' to any questions you must attach the relevant information.
- E4. You must include the original signed DEFFORM 47 Annex N (Offer) with one paper copy of your priced Tender.
- E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.
- E6. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.
- E7. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.
- E8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

## **Section F – Conditions of Tendering**

F1. The issue of ITN Documentation is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance of that, is a matter solely for your commercial judgment. The Authority reserves the right to:

- a. seek clarification or additional documents in respect of a Tenderer's submission;
- b. visit your site;
- c. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITN;
- d. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;
- e. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
- f. withdraw this ITN at any time, or to re-invite Tenders on the same or any alternative basis;
- g. 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;
- h. choose not to award any contract as a result of the current procurement process;
- i. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and / or:
- j. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the expiration of the period specified in paragraph C4 and subject to paragraph F3.

F3. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C4. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings challenging the award of the contract are instituted, prior to entry into contract, it is a condition of this ITN that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

### **Conforming to the Law**

F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn in particular to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation then your 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 your conduct may attract.

### **Bid Rigging and Other Illegal Practices**

F6. You 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)

## **Conflicts of Interest**

F7. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.

F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:

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

Should your Tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.

## **Government Furnished Assets**

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for that GFA from the named Commercial Officer.

## **Standstill Period**

F10. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORM 158 is sent. Where this is not a working day, it extends to midnight at the end of the next working day.

## **Publicity Announcement**

F11. The Authority will publish notification of the contract and shall publish contract documents 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. You should complete and return DEFFORM 539A as explained in the DEFFORM 47 Annex N and associated Appendix 1.

F12. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

F13. Under no circumstances should you confirm to any Third Party the Authority's acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

### **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 Contractor's documentation / information (including any that the Contractor considers to be confidential and / or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC2 Schedule 9, or SC3 Schedule 6) and consent to these terms as part of the competition process. This allows the MOD to share information with other Government departments while complying with our obligations to maintain confidentiality.

### **Remedies for Breach of Contract**

F16. You should be aware of the contractual remedies set out in the Contract Conditions clause F.1 to DEFFORM47 and DEFCON530 Dispute resolution and paragraph 2.17 Resolution of Disputed in ITN OSP/0050. Which may apply in the event of a breach of contract by the contractor. Damages for breach of contract are not limited under the contract. However, you should also note that in exercising its rights and remedies under the contract the Authority must act in a reasonable and proportionate manner having regard to the nature and consequences of the breach of contract. If you are unsure about the potential liability under the contract, you should seek advice from the named Commercial Officer.

### **Reportable Requirements**

F17. Listed in the DEFFORM 47 Annex N (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 attach the relevant information.

F18. The answers provided are for statistical or Contract Management purposes and are not evaluated. However failure to complete this part of the Annex makes your Tender non-compliant.

F19. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your banker and the relevant bank account number on contract award.



**Tender Ref No. ....**

**Ministry of Defence**

## Tender Submission Document (Offer)

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

The undersigned Tenderer, having read the ITN Documentation, 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 Conditions or any amendments issued by the Authority shall apply.

|   |                             |                         |                               |                 |
|---|-----------------------------|-------------------------|-------------------------------|-----------------|
| <b>Applicable Law</b>   |                             |                         |                               |                 |
| I agree that any contract resulting from this competition shall be subject to English Law<br>*Where ‘No’ is selected, Scots Law will apply.                                   |                             |                         |                               | Yes / No*       |
| <b>Total Value of Tender (excluding VAT)</b>  |                             |                         |                               |                 |
| £ .....   |                             |                         |                               |                 |
| WORDS .....   |                             |                         |                               |                 |
| <b>UK Value Added Tax</b>   |                             |                         |                               |                 |
| If registered for Value Added Tax purposes, please insert:  |                             |                         |                               |                 |
| a. Registration No .....  |                             |                         |                               |                 |
| b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....   |                             |                         |                               |                 |
| <b>Location of work (town / city) where contract will be performed by Prime:</b>  |                             |                         |                               |                 |
| 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<br>Yes / No |
|   |                             |                         |                               |                 |
|   |                             |                         |                               |                 |
|   |                             |                         |                               |                 |
|   |                             |                         |                               |                 |
|   |                             |                         |                               |                 |
| <b>Mandatory Declarations</b> (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):  |                             |                         | <b>Tenderer's Declaration</b> |                 |
| Is the offer subject to the Authority contracting for all the Contractor Deliverables?  |                             |                         | Yes* / No                     |                 |
| Is the offer made subject to a Minimum Order Quantity?  |                             |                         | Yes* / No                     |                 |
| Are the Contractor Deliverables subject to Registered Designs or Patents?   |                             |                         | Yes* / No                     |                 |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions?  |                             |                         | Yes* / No                     |                 |
| Are the Contractor Deliverables subject to Overseas Expenditure?  |                             |                         | Yes* / No                     |                 |
| Have you complied with all regulations relating to the operation of the collection of custom import duties?   |                             |                         | Yes / No                      |                 |
| Have you completed Form 1686 for sub-contracts?   |                             |                         | Yes / No                      |                 |

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|   |                          |
|---|--------------------------|
| Have you completed the compliance matrix/ matrices?   | Yes / No / Not Required  |
| Are you a Small Medium Sized Enterprise (SME)?  | Yes / No                 |
| Have you and your sub-contractors registered with the Prompt Payment Code with  | Yes / No                 |
| regards to SMEs?  |                          |
| Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?  | Yes / No                 |
| If you have not already signed a corporate level DEFFORM 30 have you attached one?  | Yes / No                 |
| If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?  | Yes* / No / N/A          |
| Do the Contractor Deliverables 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 (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council.<br><a href="http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer">http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer</a> | Yes* / No                |
| Are you able to support the objectives of Reservist and other supplier support to the Armed Forces?   | Yes* / No                |
| Have you attached The Bank / Parent Company Guarantee?  | Yes* / No / Not Required |
| Have you completed, or are you working towards Cyber Essentials accreditation or equivalent and will have it in place by the Commencement Date of the Contract.   | Yes*/No                  |
| If applicable are you working with your proposed supply chain to ensure where relevant they achieve Cyber Essentials accreditation or equivalent prior to the commencement date of each sub contract.   | Yes*/No/N/A              |
| Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?   | Yes / No / Not Required  |
| Have you completed the additional Mandatory Requirements?   | Yes / No / Not Required  |
| *If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).  |                          |
| <b>Tenderer's Declaration of Compliance with Competition Law</b>  |                          |

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:

- |  |  |
|--|--|
| 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.                               |  |

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.

We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

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 procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.

**Dated this..... day of ..... Year .....**

**Signature:**

**In the capacity of**

(Must be original)

.....  
(State official position e.g. Director, Manager, Secretary etc.)

**Name:** (in BLOCK CAPITALS)

**Postal Address:**

**duly authorised to sign this Tender for and on behalf of:**

(Tenderer's Name)

**Telephone No:**

**Registered Company Number:**

**Dunn And Bradstreet number:**

Appendix 1 to DEFFORM 47 Annex N  
(Offer)  
Edn  
05/16

## Information on Mandatory Declarations

### Part Tender

1. Under Condition of Tendering F1, the Authority reserves the right to order some or part of your Tender. If your offer is subject to the Authority contracting for all the Contractor Deliverables select 'Yes' and provide further details in your Tender.

### Minimum Order Quantities

2. Where your offer is subject to minimum order quantities select 'Yes' and provide further details in your Tender.

### Notification of Inventions etc.

3. Where the Contractor Deliverables are subject to any Registered Intellectual Property Rights select 'Yes'.

4. You must clearly state in your Tender any Contractor Deliverable to be produced under any resultant contract that is, or is likely to be, the subject of a Patent, a Registered Design right or an application for either, or an unregistered design right, owned by either yourself or a Third Party. This includes anything of this nature affecting the performance of any resultant contract or subsequent use of any Contractor Deliverable by the Authority. You must specifically draw attention to:

- a. any Patent or Registered Design (or application for either) or unregistered design right you own or control which is or appears to be relevant to the Contractor Deliverables, the use of which by or on behalf of the Authority may give rise to a claim under Sections 55 or 56 of the Patents Act 1977, or Section 12 of the Registered Designs Act 1949, or Section 240 of the Copyright, Designs and Patents Act 1988;
- b. any allegation made against you, whether by claim or otherwise, of an infringement of an intellectual property right (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 4.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 4.b.

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

6. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

### **Notification of Foreign Export Control Restrictions**

7. 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:
- a. Whether all or part of any Contractor Deliverables are or will be subject to:
    - (1) a non-UK export license, authorisation or exemption; or
    - (2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.
  - b. If requested, a summary of every existing, expected or known license and restriction referred to in paragraph 7.a. This includes any related obligation or restriction and the extent they place an obligation or restriction on the Authority, including:
    - (1) the exporting nation and the export license number, where known;
    - (2) the Contractor Deliverables affected;
    - (3) the nature of the restriction and obligation;
    - (4) the authorised end use and end users;
    - (5) any specific restrictions on access by Third Parties, or by individuals based on their nationality, to the Contractor Deliverables; and
    - (6) any specific restrictions on re-transfer or re-export to Third Parties of the Contractor Deliverables or anything delivered or used in the performance or fulfillment of them.
  - c. If requested, you must provide an outline of your mitigation plan to manage performance risks on any resultant contract based on paragraph 7.a.
8. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraphs 7.a and 7.b. If you are unable to obtain adequate information, you must state this in your Tender when responding to paragraph 7.a and 7.b.
9. 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.
10. If you have previously provided information under paragraph 7 you can provide details of the previous notification and confirm the validity.
11. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.
12. It is the Winning Tenderer(s) responsibility to ensure they comply with any restrictions stated in paragraph 7 during the life of the contract. This includes any restrictions the Authority has explicitly stated / clarified in any ITN documentation.
13. 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 7.

### **Overseas Expenditure**

14. You must provide details in your Tender of any expenditure outside the UK, including:

- a. country in which sub-contract is placed / to be placed;
- b. name, division and full postal address of sub-contractor;
- c. value of sub-contract; and
- d. date sub-contract placed / to be placed.

15. Should you propose the supply of Articles of US origin the export of which from the USA are subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details in your Tender. This will allow the Authority to make a decision whether the export can or cannot be made under the auspices of 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**

16. European Union (EU) legislation permits the use of various procedures to suspend customs duties.

17. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the procedures to be applied and the estimated Import Duty to be incurred and / or suspended.

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

### **Sub-contracts Form 1686**

19. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. 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. You can find further information in the [Security Policy Framework – Contractual Process](#) chapter. You can access a word version of Form 1686 on GOV.UK at: [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/367494/Contractual\\_Process\\_-\\_Appendix\\_5\\_form.doc](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc)

### **Small and Medium Enterprises**

20. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its aspiration is that 25% of spend, direct and through the supply chain, should go to SMEs by 2015. The MOD uses the EU definition of an SME.

21. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>.

22. Suppliers are also encouraged to work with the Authority to support the wider SME initiative. The link below to the Cabinet Office website provides information on the Government's Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative. <https://www.gov.uk/government/publications/2010-to-2015-government-policy-government-buying/2010-to-2015-government-policy-government-buying#appendix-1-making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>.

23. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd  
Web address: [www.contracts.mod.uk](http://www.contracts.mod.uk)  
Tel No: 0845 270 7099

### **Transparency, Freedom of Information and Environmental Information Regulations**

24. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 (<https://www.gov.uk/government/policies/government-transparency-and-accountability>) and the information contained within DEFCON 539.

25. 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 2002 ("the EIR").

26. You should complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A) explaining which parts of your Tender you consider are commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.

27. 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**

28. Tenderers must note that use of the Authority's Purchase to Payment (P2P) system is a mandatory requirement for this contract. You can view information on the P2P system and the methods to connect at [www.d2btrade.com](http://www.d2btrade.com). Please feel free to consult the service provider on connectivity options. The Winning Tenderer will be required to sign DEFFORM 30 (Electronic Transaction Agreements) at a corporate level - if you are not already registered on P2P - and unconditionally accept DEFCON 5J (Unique Identifiers), DEFCON 129J (The Use of Electronic Business Delivery Form); and DEFCON 522J (Payment under P2P). Where Standardised Contracting 2 (SC2) or Standardised Contracting 3 (SC3) conditions are used, unconditional acceptance of all references to P2P in clause G1 is required. A failure to do so will result in your Tender being non-compliant.

### **Change of Circumstances**

29. Where circumstances have changed with regard to a Statement Relating to Good Standing or you have not previously submitted a Statement Relating to Good Standing select 'Yes' and submit a Statement Relating to Good Standing with your Tender.

### **Asbestos, Hazardous Items and Depletion of the Ozone Layer**

30. 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' and provide further details in your Tender.



### **Reservist and other Supplier Support to the Armed Forces**

31. The 2010 Strategic Defence and Security Review set out what our Armed Forces will look like and outlined the role of the Reserve Forces within that Future Force. Reserves will have a greater role, providing both a larger proportion of the force and Defence capabilities in certain specialist areas that are not practical or cost effective to maintain full time.

32. The MOD wishes to have a more sustained and enduring relationship with suppliers, on Reservist and other military personnel objectives, based on mutual benefit. The personnel objectives include:

- a. Employment of service leavers
- b. Employment of wounded, injured or sick veterans
- c. Employment of the partners of service personnel
- d. Helping local cadet units
- e. Support to Reservist employees
- f. Encouragement of Reserve service

33. Of particular interest to Defence is the need to have more Reservists employed by reserves supportive employers as described in Chapter 4 of the White Paper, 'Reserves in the Future Force 2020; Valuable and Valued' available at:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/210470/Cm8655-web\\_FINAL.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/210470/Cm8655-web_FINAL.pdf)

34. The Authority therefore encourages all Tenderers, and their suppliers, to:

- a. consider whether they are able to support these objectives; and, if they are
- b. sign the Corporate Covenant, declaring their support for the Armed Forces community.

35. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at [The corporate covenant - Detailed guidance - GOV.UK](#).

36. Specific guidance on how you can support the Reserve Forces, what your support means in practice, and what the potential benefits are for you can be found at: [www.sabre.mod.uk](http://www.sabre.mod.uk).

37. Please provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD 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 in the websites.

Email address: [covenant-mailbox@mod.uk](mailto:covenant-mailbox@mod.uk)

Address: Armed Forces Covenant  
Team  
Zone D, 6<sup>th</sup> Floor, Ministry of Defence,  
Main Building, Whitehall, London, SW1A 2HB

38. Where you decide to contribute to meeting the personnel objectives above, you should also report the outcomes of such contributions to the above address so they can be recorded and acknowledged.

39. Paragraphs 31 – 38 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 and we are committed to working with you to this end.

### **Military Aviation Authority (MAA) Requirements**

40. There are no MAA Requirements.

### **Bank or Parent Company Guarantee**

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

### **Cyber Essentials Accreditation**

42. For all new requirements advertised from 1<sup>st</sup> January 2016 which entail the transfer of MOD identifiable information<sup>1</sup> from customer to supplier or the generation of information by a supplier specifically in support of the MOD contract, MOD will require suppliers to have a Cyber Essentials certificate by the contract start date at the latest, and for it to be renewed annually. This requirement must be flowed down the supply chain.

43. Please notify the Authority as soon as you become aware of any issues with Supply Chain ability to comply with Cyber Essentials.

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<sup>1</sup> In this context 'information' shall have the meaning as defined in the contract.