

Team Leidos

The Supply of Fitness Trainers LSL/DC/0135

Instructions to Bidders



The information contained within this document is DP Confidential Information as defined in contract LCS(T)/0001. It may be used by the recipient only for the purpose for which it was transmitted and shall be handled in accordance with contract clause 51, Confidentiality. It shall not be duplicated, used, or disclosed in whole or in part for any other purpose. The data subject to this restriction is contained in all pages.

The current version of this document is posted on the LCS(T) SharePoint site: LCS(T) BMS Library. All LCS(T) team members are responsible for verifying the current version prior to performing tasks affecting product quality.

This document sets out the key requirements that Bidders need to meet in order to submit a valid Tender. It also sets out the conditions relating to this competition. For ease, it is broken into:

Section A – Introduction.....	5
Purpose.....	5
Definitions	5
Compliance with Legislation and Regulation	6
Summary of the Agreement	6
Tender Expenses.....	7
Material Change of Control from Supplier Selection	7
Consultation with Credit Reference Agencies.....	7
Sustainable Procurement	7
Modern Slavery	7
Structure of this ITT	7
Small and Medium Enterprises.....	7
Section B – Conditions of Tender	8
ITT Documentation and Material	8
General Provisions Concerning the Tender Process and Bid Submissions.....	8
Validity Period of Bid Submissions	9
The Terms and Conditions.....	10
Distributors and Distribution Agreements	10
Conforming to the Law	10
Bid Rigging and Other Illegal Practices	10
Conflicts of Interest	10
Standstill Period.....	11
Information required from a successful Bidder	11
Publicity	11
Sensitive Information	11
Freedom of Information	12
Reportable Requirements	12
Transparency, Freedom of Information and Environmental Information Regulations	13
Trade Compliance	13
Cyber Essentials.....	13
Joint Supply Chain Accreditation Register (JOSCAR)	13

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

Transfer of Undertakings (Protection of Employment) (TUPE)	13
Section C - Communication	14
Section D – Key Activities	15
Section E - Instructions on Preparing Tenders	16
Tenders	16
Validity	16
Variant Bids	16
Section F – Tender Evaluation	17
Qualification Envelope.....	17
Technical Envelope	19
Technical Compliance Questions.....	20
UAP/Trial.....	21
Commercial Envelope.....	22
Revise or Confirm	23
Due Diligence.....	23
Contract Award Decision	23
No Compliant Bids	23
Additional Conditions	23
Section G – Instructions on Submitting Tenders	24
Submission of Tender	24
Samples.....	24
Technical & Material Safety Data Sheets / Technical Specifications.....	25
Late Tenders	25

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

Additional Tender Documentation:

- ANNEX A Question Set including Evaluation Guidance
 - ANNEX A.1 Technical Data Pack
 - ANNEX A.2 UAP & FUT Directive

The following will make up contract LSL/DC/0135 when awarded:

- Schedule A – Terms and Conditions
- Schedule 1 – Definitions
- Schedule 2 – Specified MI
- Schedule 4 – Security
- Appendix to Schedule 4 – Security Aspects Letter
- Schedule 5 - Commodity Suppliers on Deployed Military Operations (Not Used)
- Schedule 8 - Amendment to Agreement Form
- Schedule 9 – Codification Requirements
- Schedule B – Schedule of Requirements
 - Annex A to Schedule B -Commercially Sensitive Information
- Schedule C – Statement of Requirements
 - Annex A to Schedule C - Special Tasking
 - Annex B to Schedule C - Key performance indicators
- Appendix to Contract

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED**Security Classification:** DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

Section A – Introduction

A1 This Invitation to Tender (“ITT”) is issued by Leidos Supply Ltd (“LSL”). LSL is a wholly owned subsidiary of Leidos Europe Ltd (LEL) and is undertaking this procurement, as a body governed by public law and as a subcontractor to Leidos Europe Ltd, to meet a requirement of the UK Ministry of Defence, pursuant to the Logistics Commodities and Services Transformation (LCS (T)) Delivery Partner Contract (LCS (T)/0001 dated 16 April 2015) between Leidos Europe Ltd and the UK Ministry of Defence (the ‘Prime Contract.’). Delivery of other parts of the LCS (T) contract are delivered by LEL and other partners (together “Team Leidos”).

Purpose

A2 The purpose of this ITT is to invite the market, by means of a Tender Process, to propose compliant and cost-effective solutions in response to the requirement stated in the Schedule of Requirements (SOR) and Statement of Requirement (StOR). The documentation comprising the ITT explains and sets out the:

- a. Tender Process and timetable for the stages of the procurement;
- b. instructions and conditions that govern this competition;
- c. information which You must include in Your Tender and the format required for the Tender;
- d. administration arrangements for the receipt and evaluation of Tenders; and
- e. the terms and conditions that shall apply in the event that LSL awards a contract following this competition.

Definitions

A3 The following definitions are used in this ITT:

“*Agreement*” means the contract or framework agreement entered into/to be entered into with a winning Bidder/Bidders following a successful conclusion to the Tender Process outlined in this ITT and which includes the Terms and Conditions.

“*You/Bidder*” means any Commodity Supplier [and/or Service Provider], economic operator or group of operators in the form of a consortium, including sub-Commodity Suppliers, invited to submit a response to this Invitation to Tender (ITT).

“*Bid Submission*” means the same as “*Tender*”.

“*Commercial Manager*” means the individual identified as being the point of contact for Bidders in relation to The Supply of Fitness Trainers

“*Commodity Supplier*” [and/or Service Provider], means a person who has entered into a Contract with LSL to supply Commodities [and/or Services] for the purposes of the Prime Contract.

“*Commodity Supplier Deliverables*” means the works, goods and/or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Commodity Supplier [and/or Service Provider] is required to provide under the Agreement in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.

“*Conditions of Tender*” means the conditions in this ITT to which any Bid Submission is subject, and which are incorporated (whether expressly or not) into the Agreement.

“*ITT Documentation*” means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of any pre-Tender meetings), issued to You, or to which You have been granted access by LSL for the purposes of responding to this ITT.

“*ITT Material*” means any material (including patterns and samples), equipment or software issued to You, or to which You have been granted access by LSL for the purpose of responding to this ITT.

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

“*Schedule of Requirements*” (SOR) means that part of the ITT which identifies, either directly or by reference, the Commodity Supplier [and/or Service Provider] Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Commodity Supplier and Deliverable, and which will be incorporated into the Agreement.

“*Statement of Requirement*” (StOR) means that part of the ITT which sets out the technical requirements and acceptance criteria of the Commodity Supplier and Deliverables and which will be incorporated into the Agreement.

“*Tender*” means any bid submission made by You/a Bidder under this Tender Process.

“*Tender Process*” means the process for the procurement of the specified goods/services set out in this ITT.

“*Terms and Conditions*” means the contractual clauses comprising the Agreement and available to view via the eSourcing Platform.

“*Third Party*” means any person who is not an employee of the Bidder.

“*You*” means the individual Bidder reading this ITT.

A4 You should read carefully all of the Tender and Contract documents (including all additional documentation) and ensure that You understand, before deciding whether to submit a Tender:

- (i) their content, and
- (ii) what You are required to do in order to submit a compliant bid

Compliance with Legislation and Regulation

A5 We assume that You fully understand the processes which LSL is required to follow in relation to this Tender, in accordance with relevant European and UK legislation and regulation, particularly the Public Contracts Regulations 2015 (as amended from time to time). Compliance with all relevant legislation and regulation is required both in relation to the Tender Process and during the term of any Agreement entered into as a result of this Tender Process. In the event of any breach of that legislation or regulation being brought to its attention, LSL reserves the right (in the event of that breach having been committed by a Bidder) to: (i) remove from consideration the submission of that Bidder and/or (ii) to cancel (or re-wind) the Tender in whole or part or (iii) to terminate any Agreement entered into with a Bidder subsequently found to be in breach of this paragraph.

Summary of the Agreement

Agreement Description	The Supply of Fitness Trainers
Period of the Agreement	The Contract will have a term of 48 months.
Estimated Value of the Agreement	It is anticipated that the value of the purchases will be in the region of £5.2m - £13m. These values are approximate only and are based on the most recent historical usage information, with a forecasted level of growth. The volumes provided are for guidance only and are not a guarantee of business.

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

Tender Expenses

A6 You will bear all costs associated with preparing and submitting Your Tender. If the Tender Process is terminated or amended by LSL, neither LSL nor the UK Ministry of Defence (MoD) will reimburse You.

Material Change of Control from Supplier Selection

A7 You must inform LSL 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 Tender Process. This may affect Your right to stay in the Tender Process or might result in Your organisation having to be re-tested against shortlisting criteria (in order to confirm that the new organisation remains compliant).

Consultation with Credit Reference Agencies

A8 LSL may consult with credit reference agencies to assess Your creditworthiness. This information may be used to support and influence decisions whether or not to: (i) exclude You from the Tender Process or (ii) enter into an Agreement with You.

Sustainable Procurement

A9 LSL is committed to achieving sustainable procurement goals by working with our supply chain, developing performance measures and sharing best practice. This is a condition to working with LSL, as we require evidence that sustainability is being considered. It is however a commitment on our part to encourage and support sustainable procurement and we are committed to working with You to this end. LSL very much hopes that You share this commitment and we will discuss sustainable development further with any successful Bidder(s) during the performance of any resultant Agreement.

Modern Slavery

A10 LSL is committed to the monitoring and mitigation of modern slavery and human trafficking in its supply chain by working with suppliers to ensure measures are in place to make and keep the supply chain safe.

This is a condition of working with LSL, and as such, we may introduce Conditions of Award regarding modern slavery and human trafficking should LSL deem necessary. LSL will discuss modern slavery and human trafficking further with any successful Bidder(s) during the performance of any resultant Agreement.

Structure of this ITT

A11 The sections in this ITT and associated documents are structured in line with a generic Tendering process and You should not assume importance or precedence from the ordering/numbering of sections.

Small and Medium Enterprises

A12 LSL is committed to supporting the Government's Small and Medium-sized Enterprise (SME) initiative and its aspiration is that 25% of spend, direct and through should go to SMEs. A key aspect of the Government's SME policy is ensuring that its suppliers throughout the supply chain are paid promptly. All Commodity Suppliers to LSL, and their Lower Tier Sub-Commodity Suppliers, are encouraged to make their own commitment and register with the Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>. Commodity Suppliers are also encouraged to work with LSL to support the wider SME initiative.

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

Section B – Conditions of Tender

The section below sets out the general conditions.

ITT Documentation and Material

B1 ITT Documentation, ITT Material and any intellectual property rights (IPR) in them shall remain the property of LSL (or, where applicable, the Ministry of Defence or other Third Party owners) and is released solely for the purposes of enabling You to submit a Tender. The release to You by LSL of ITT Documentation and ITT Material in no way implies the grant of any licence or other right in that IPR.

In relation to ITT Documentation and ITT Material generally, You must:

- a. take responsibility for the safe custody of the ITT Documentation and Material and for all loss and damage sustained to it while in Your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing Your Tender and/or Your professional advisers, and not use it except for the purpose of responding to this ITT;
- c. seek approval from LSL if You need to provide access to any ITT Documentation or Material to any Third Party;
- d. abide by any reasonable conditions imposed by LSL (or, where applicable, the Ministry of Defence or other relevant Third Party), 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 have to be made, in confidence, directly by the Authority or the Third Party (as applicable);
- e. accept that any further disclosure of ITT Documentation, or further use of ITT Documentation or Material, without the express approval of LSL (or, where applicable, that of the Ministry of Defence or other Third Party owners) may render You subject to a claim for breach of confidence and / or infringement of IPR, (claims which may entail compensation as a remedy);
- f. inform the Commercial Team if You decide not to submit a Tender;
- g. consult the named Commercial Manager to agree the appropriate destruction process if You are in receipt of ITT Documentation and Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

B2 If any Bidder is unable or unwilling to comply with the requirements outlined in this ITT, the Bidder must destroy the ITT and all associated documents immediately and must not retain any electronic or paper copies.

B3 This ITT has been made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it, and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by LSL. It is assumed that Bidders will undertake due diligence in relation to the information contained in the ITT.

General Provisions Concerning the Tender Process and Bid Submissions

B4 LSL reserves the right:

B4.1 to cancel the Tender Process (or any part of it) at any point; make no award at all; make a partial award (on Lot, Line or other basis); award the subject matter of the award incrementally; change the basis of and the procedures for the Tender Process at any time (where there is justification for so doing) or procure the subject matter of the Agreement by alternative means if it appears that do so is more advantageous. (None of these steps will be taken without notification - and, where appropriate, discussion with - Bidders);

B4.2 to verify the accuracy of any answers given in any Bid Submission (including, but not limited to those relating to the Bidders financial stability) at any time during the Tender Process, or during the term of the Agreement. It is the responsibility of the Bidder to ensure that LSL is informed as to any

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

changes, which affect the responses it has given in its Bid Submission, whether these occur: (i) during the Bid Process itself or (ii) During the term of the Agreement. Inaccurate or misleading information (including information which has become redundant/inaccurate since the time of Bid Submission but has not subsequently been updated by notification to LSL) may lead to a Bidder being removed from the Tender Process or having its Agreement terminated;

B4.3 to test the Bidder's Commodities, or request further information from the Bidder in order to check that the Commodities comply with the Statement of Requirement: (i) at any time during the Tender Process and/or (ii) at any time during the term of the Agreement (in each case at the Bidder's expense). In the event that all/any of the Commodities do not meet the Statement of Requirement, LSL reserves the right to exclude the affected Commodities Bidder from the Tender Process, or (if the Agreement has already been awarded) remove the affected Commodities from the Agreement or terminate the Agreement;

B4.4 to incorporate expressly into the Agreement with a successful Bidder all or any of the information provided by that Bidder, to LSL, in its Bid Submission;

B4.5 to seek clarification or request additional documents in respect of any Bid Submission;

B4.6 to disqualify any Bidder that does not submit a compliant Tender in accordance with the instructions in this ITT or who otherwise does anything that appears to be in breach of the legal and regulatory environment which applies to this Tender Process;

B4.7 to disqualify any Bidder that is guilty of misrepresentation in relation to its Tender, expression of interest, or the Tender Process;

B4.8 to re-assess Your suitability to remain in the Tender Process, (for example where there has been a change in control/re-structure of the Bidder since the time of Bid Submission, or where there has been any other occurrence which has had a material effect upon the accuracy of the answers given by the Bidder to questions in the shortlisting stage of the ITT.

B4.9 to award an Agreement for some of the Commodity Supplier Deliverables, unless You specifically oppose this in Your Tender or state any minimum order quantities;

B4.10 to ask for an explanation of the costs or price relating to a Bid Submission (or any of the other matters mentioned in Regulation 69 (2) of the Public Contracts Regulations 2015- i.e. "the Regulation 69 questions") where the Tender appears to be abnormally low;

B4.11 to carry out pre-award due diligence/verification. This could possibly involve a site/factory visit, and/or post-award verification of answers submitted in the Tender.

B5 Failure to comply with any deadlines, fully complete ITT Documentation or otherwise provide all of the information required to meet any of the requirements of this ITT may result in a Bidder's Tender not being considered by LSL.

B6 Bidders should note that any award of an Framework Agreement does not guarantee any commitment to any purchase by LSL or its customers. Any volumes and/or values, which are listed in this ITT, are indicative only.

Validity Period of Bid Submissions

B7 All Bidders should note that LSL expects all of the terms of their Bid Submission (including, but not limited to price) to be held open for a period of 385 days. This period starts on the date the Tender is submitted and should cover the period of Tender evaluation up until LSL announces its decision to award the Agreement to the winning Bidder/winning Bidders. In the event that the Standstill period associated with the award (see Section B16 below) has to be extended for any reason (for instance because of clarification questions or challenges raised by unsuccessful Bidders) at any date prior to entry into the Agreement, LSL will require You to hold Your Tender open for acceptance during the period of the extension, and (in the event of there being any legal proceedings issued, in connection with the award during the period of the extension) for a period of up to fourteen (14) days after the conclusion of the legal proceedings.

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

The Terms and Conditions

B8 The full text of the Terms and Conditions is available to view through our eSourcing Platform. LSL expects You/all Bidders to accept the Terms and Conditions without amendment. In the event that You cannot accept the Terms and Conditions without amendment but still wish to submit a Tender, You must: (i) make clear in Your Tender any clauses that You cannot accept and (ii) provide alternative drafting that would be acceptable to You (explaining clearly, in separate text, why You have proposed the alternative drafting).

LSL not only reserves the right to exclude from further consideration any Tender which does not accept the Terms and Conditions without amendment, but also reserves the right not to do so.

LSL also reserves the right to exclude from the Tender Process any Bidder who does not make clear in their Tender that they do not accept the Terms and Conditions without amendment but who, instead, seeks to raise issues in relation to the Terms and Conditions at a later stage in the Tender Process, and/or negotiate the Terms and Conditions.

Distributors and Distribution Agreements

B9 Where the Bidder is a distributor, it must be able to provide evidence that it has distribution rights to supply the specified [Goods]/ [Services] for the entirety of the anticipated Agreement term. Therefore, Bidders are required to include details of: (i) the exact time period for which the awarded distribution rights apply and (ii) details of the extent and scope of the awarded distribution rights (preferably by providing as part of its Bid Submission, a copy of the relevant Distribution Agreement). In the event that a Bidder cannot provide adequate evidence of distribution rights, LSL reserves the right to exclude them from the evaluation process.

B10 In the event that a Distributor: (i) is awarded the Agreement under this ITT and (ii) subsequently has its distribution rights withdrawn/terminated during the lifetime of the awarded Agreement, LSL reserves the right, exceptionally, to replace the former Distributor with the new Distributor (or where relevant the Original Equipment Manufacturer- "OEM") (subject to that new Distributor or OEM passing Grounds for Exclusion/Shortlisting testing) or the for such period as is necessary to allow LSL to determine its revised procurement strategy in relation to the subject matter of this ITT.

Conforming to the Law

B11 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.

B12 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 Tender Process. Disqualification will be without prejudice to any civil remedy available to LSL or any criminal liability that Your conduct may attract.

Bid Rigging and Other Illegal Practices

B13 You must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this Tendering exercise by the means outlined in Clause 19.9 of the Terms and Conditions.

Conflicts of Interest

B14 You must notify LSL immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to an award of Contract.

B15 Where there is an existing or potential 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;

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

- d. levels of access to and protection of competitors' sensitive information and Government Furnished Information (as that term is defined in the Terms and Conditions);
- e. confidentiality / non-disclosure agreements;
- f. LSL's rights of audit; and
- g. physical and managerial separation.

Should Your Tender be accepted, Your proposed Compliance Regime will be formally incorporated into the Agreement and shall become therefore, legally binding.

Standstill Period

B16 LSL is obliged to allow a minimum space of ten (10) calendar days between the date of dispatch of its notice to Bidders informing them of the outcome of the Tender Process, and formal conclusion of any Agreement(s) with a winning Bidder/ winning Bidders; this period is known as the "Standstill Period". The purpose of the Standstill Period is to give unsuccessful Bidders an opportunity to determine whether there are any legitimate grounds to challenge the outcome of the Tender Process (or whether they are entitled to additional information about the basis of the award in order to reach that determination). The Standstill Period ends at midnight at the end of the 10th day (minimum) after the date of the notice informing Bidders of the (indicative) outcome of the Tender Process. Where this is not a working day, it extends to midnight at the end of the next working day.

Information required from a successful Bidder

B17 Any Bidder who succeeds in this Tender Process and is awarded an Agreement will be required to provide further information on the Commodities/Services that they have been asked to supply under the Agreement. LSL requires this information to set up the Agreement and it must be received before any orders can be placed. Specifically, the following information will be required as a condition of award and by submitting a Tender the Bidder is deemed to agree to supply this information on time and in full:

B17.1 Images and product data including but not limited to product specification sheets, packaging, weight and dimensions.

Publicity

B18 No Bidder will undertake any publicity activities with any part of the media, (including on websites or social media platforms) in relation to the Tender Process (including publicising the fact of any award under that Tender Process) without the prior written agreement of LSL (who will be entitled to approve or withhold approval relating to both format and content of any publicity).

B19 LSL will publish notification, after conclusion of the Standstill Period, of the award of any Contract.

B20 If You wish to make a similar announcement, You must seek approval from LSL (see Section B1 above).

B21 Under no circumstances should You confirm to any Third Party LSL's acceptance of Your Tender prior to either informing LSL of Your acceptance or LSL's announcement of the award of Contract, whichever occurs first.

Sensitive Information

B22 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies, and Delivery Partners (including LSL,) 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 and related aspects of good procurement practice.

B23 As this ITT relates to goods that are required for satisfaction of the Prime Agreement, LSL may share within Government all or any of a successful Bidder's Bid Submission. It is therefore important that any part of the Bid Submission which the Bidder considers to be commercially confidential is clearly highlighted as such

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

by the Bidder in its Bid Submission. Bidders taking part in this competition must identify any sensitive material in Additional Info - Sensitive Information in the eSourcing Platform, and consent to these terms as part of the competition process. This allows LSL to share information with other Government departments while complying with LSL's obligations to maintain confidentiality.

B24 Considerations of Commercial Confidentiality also apply in relation to the Freedom of Information Act ("the Act"). Further to the obligations explained (below) in Section B28, LSL may be required to disclose information concerning the Tender Process or the Agreement to anyone who makes a Freedom of Information request.

B25 Therefore, if You believe that any of the information provided in Your Tender is commercially sensitive (meaning that it could reasonably be expected to cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "not for disclosure to third parties" together with valid reasons justifying such a designation.

B26 LSL will have regard to such designations but must retain ultimate discretion to determine whether any of the information so designated is, in fact, exempt from disclosure under the Act (or indeed the Public Contract Regulations 2015. LSL is obliged to make any such determination in accordance with the provisions of the Act and can only withhold information if it is covered by an exemption from disclosure under the Act.

B27 LSL will not be held liable for any loss or prejudice caused by the disclosure of information that:

- has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act; or
- does not fall into a category of information that is exempt from disclosure under the Act (for example, a trade secret or would be likely to prejudice the commercial interests of any person).

Freedom of Information

B28 The Freedom of Information Act 2000 ("FOIA") gives members of the public the right to access recorded information held by public sector organisations. The FOIA applies to all "public authorities" within the United Kingdom (i.e. it therefore applies to the MOD, as a Department of H.M. Government).

A public sector organisation that has received a legitimate FOIA request has 20 working days within which to provide the information requested, failing which it might be subject to fines and other sanctions.

Both LSL and LEL, as private commercial companies, are not directly covered by the FOIA. However, the LCST Contract (between the MOD and LEL) requires LEL to:

- (i) forward any FOIA request to the MOD ("the Authority") **no later than two days after receipt of the request**, and
- (ii) provide the Authority with a copy of "all information in its possession" within 5 Business Days of the Authority's request and "provide all necessary assistance as reasonably requested" to enable the Authority to comply with the 20 day time limit in the FOIA.

That obligation upon LEL is then passed down to LSL via our sub-contract with LEL.

Accordingly, although any FOIA requests relating to this Tender Process should properly be addressed to the MOD, LSL will comply with its obligations (as set out above) in the event that any Bidder submits to it an FOIA request.

Reportable Requirements

B29 It is a condition of Tender that You complete the Question Set in the eSourcing Platform and that You attach the relevant information where applicable.

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

Transparency, Freedom of Information and Environmental Information Regulations

B30 Bidders should be aware that, should they be awarded the Framework Agreement, the content of the Framework Agreement may be published by LSL to the general public in line with government policy set out in the Prime Minister's letter of May 2010 (<http://www.number10.gov.uk/news/statements-and-articles/2010/05/letter-to-government-departments-on-opening-up-data-51204>).

B31 Before publishing the Agreement, LSL shall redact any information which would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2004 ("the EIR").

B32 The FOIA and the EIR provide a general statutory right of access to information held by or on behalf of public authorities, including information provided by third parties such as suppliers. This right of access is subject to a number of exemptions, including confidential information and commercially sensitive information. Further details of the policy on FOIA and EIR can be found in Section 51 of the Terms and Conditions.

B33 In order to assist LSL in applying the exemptions in the FOIA and the EIR, Bidders should complete the form attached in Additional Info - Sensitive Information in the eSourcing Platform, explaining which parts of their Tender they consider commercially sensitive. Bidders are also requested to include on the form the details of a named individual who may be contacted with regard to FOIA and EIR.

B34 Bidders should note that, while their views will be taken into consideration, the ultimate decision whether to publish or disclose information provided to LSL lies with LSL. Bidders are advised to give as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should LSL decide to publish or disclose information against the wishes of a Bidder, the Bidder will be given prior notification.

Trade Compliance

B35 Bidders should note that the Agreement entered into will require the successful Bidder(s) to assume responsibility for all obligations and liabilities associated with the import of Commodities (if relevant) into the United Kingdom and their transport to the agreed point of delivery ("Trade Compliance").

Cyber Essentials

B36 LSL takes cyber security very seriously. The majority of 'cyber attacks' exploit basic weaknesses in I.T. systems and software. In order to protect against such attacks, LSL requires that all suppliers achieve either the U.K. Government 'Cyber Essentials' or ISO 27001 standard by the award date of any new contract Tendered on or after 1st December 2017, unless an exception is otherwise agreed. Free cyber insurance is available to all organisations with a head office in the UK, and an annual turnover of less than £20 million, if they achieve Cyber Essentials certification.

For further information on the Cyber Essentials standard, please visit the following U.K. Government website, <https://www.ncsc.gov.uk/cyberessentials/overview>

Joint Supply Chain Accreditation Register (JOSCAR)

B37 Leidos has an obligation to report to the Authority on contracted suppliers' status and certification. As stated in our standard Terms and Conditions, the awarded Commodity Supplier(s) are required to have an active and up-to-date account with JOSCAR (<https://hellios.com/joscar/>) and to be qualified to the required stage determined by JOSCAR. This shall be at no extra cost to Leidos, and the Commodity Supplier(s) account shall remain active and up-to-date during the entire Agreement Term.

If JOSCAR qualification is not held prior to award of any Agreement, the awarded Commodity Supplier(s) shall be required to gain this within three calendar months of the date of Agreement award. Leidos reserves the right to terminate the Agreement with the awarded Commodity Supplier(s) if this requirement is not met. Commodity Supplier(s) should note that there may be a nominal charge for membership of JOSCAR.

Transfer of Undertakings (Protection of Employment) (TUPE)

B38 – NOT USED

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

Section C - Communication

C1 All communication regarding the contents of this ITT (including any queries relating to the Tender Process and/or any clarification questions) must be sent via the LSL eSourcing Messaging Centre. Bidders must not seek to contact any employees or other staff members of LSL by any other means nor must Bidders seek to contact employees or other staff members of LEL or any other member of Team Leidos or the MoD.

C2 LSL reserves the right not to respond to any clarification requests received after the stipulated time and date of Final date for Clarification Questions / Requests for additional information detailed within Section D1 of this document.

C3 LSL may need to communicate with Bidders for clarification or to request further supporting information in support of Your Bid Submission during the Tender Process. Please note that all messages from LSL to the Bidder will be addressed via the LSL eSourcing Messaging Centre. It is the Bidder's responsibility to ensure that the LSL eSourcing Messaging Centre is monitored throughout the period of the Tender Process and that messages are responded to as required. LSL reserves the right to treat failure to respond according to its instructions as a breach and exclude the Bidder's Tender from the evaluation process.

C4 Any technical issues relating to the LSL Procurement Portal or Messaging Centre can be notified at any time during the Tender Process to the LSL software provider via email: help_uk@jaggaer.com or phone: 0800 069 8630

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

Section D – Key Activities

D1 The key dates for this procurement are currently anticipated to be as follows:

Stage	Date
Final date for Clarification Questions / Requests for additional information (1)	17:00 22 nd July 2022
Final date for Requests for Extension to Tender Return Date (2)	17:00 15 th July 2022
Full Tender Return/Sample Submission	17:00 5 th August 2022
User Assessment Panel (UAP)	October 2022
Unsuccessful UAP Bidders Notified	By 4 th November 2022
Submission of Full User Trial Samples	By 23 rd January 2023
Full User Trial (FUT)	January 2023 – April 2023
Best and Final Offer (BAFO)	By 12 th May 2023
Tender Evaluation Complete	19 th May 2023
Unsuccessful Bidders Notified	13 th June 2023
Agreement Award	26 th June 2023
[Estimated] Service Commencement	September 2023

This Tender is being issued on the understanding that the fast-moving situation regarding COVID-19 might require Leidos to make changes to the timetable or other aspects of this Tender (or cancel it completely). Leidos reserves the right to take such steps as are necessary in light of subsequent developments and to inform Bidders of those steps as quickly as is possible. In submitting a response to this Tender, You accept Leidos' right to take such steps.

Notes

D2 LSL will automatically copy questions and answers to all Bidders, removing the names of those who have raised the questions. If You do not want Your question(s) disclosed You must inform LSL of this and the reason why when submitting the question. LSL may choose to discuss with You whether it is appropriate to disclose the question or response, or both, to other bidders. If LSL decides to disclose, You will be given the opportunity to withdraw Your question. Where a question reveals a piece of information that could significantly affect the Bidder's responses this may result in an extension of the Tender return date.

D3 Bidders must make requests for an extension in writing for the above named Tender, by the date and time shown, via the LSL eSourcing Messaging Centre. Any extension is at the sole discretion of LSL and if granted will be granted to all Bidders.

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

Section E - Instructions on Preparing Tenders**Tenders**

E1 You must Tender for the Commodities/Services listed and defined in the attached Schedule of Requirements subject to any qualifications in relation to minimum number of items and/or mandatory items contained in Section F (Tender Evaluation and Question Set).

E2 Your Tender must be written in English. Prices must be in £GBP and firm not subject to variation unless otherwise stated.

Validity

E3 Your Tender must be valid / open for acceptance in accordance with Section B7 (above).

Variant Bids

E4 – Variant Bids shall not be accepted.

E5 Any Tender Submission made subject to additional or alternative Terms and Conditions alone will not be treated as a variant bid and, instead, the provisions of Paragraph B8 (Terms and Conditions, above) will apply.

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

Section F – Tender Evaluation

F1 This section details how Your Tender will be evaluated, the tools used to evaluate the Tender, and the evaluation criteria. This section should be read in conjunction with Annex A Question Set Guidance.

F2 Agreement(s) will be awarded to the Lowest Price Compliant Bid.

F3 The evaluation criteria is split into 3 sequential envelopes:

Qualification Envelope

Stage 1 – Pass/Fail Questions

Stage 2 – Sample Submission/Evaluation

Technical Envelope

Stage 1 – Weighted Questions and Compliance Questions

Stage 2 – UAP

Stage 3 – Full User Trial

Commercial Envelope

Stage 1 – Pricing Evaluation

Failure at any of these envelopes and the stages therein may result in a Bidder's Tender not being evaluated further.

F4 Please note: As this is an Open Procedure Tender, Bidders are asked to provide responses for all stages of the Tender upon Tender return. Evaluation, however, will be completed in sequential stages. This means that should a Bidder fail at any stage, Bidders responses to the remaining stages will not be evaluated.

The Question Set document can be found in the Tender Documentation.

Qualification Envelope

F5 Bidders must achieve a PASS mark for all PASS/FAIL questions in order to be deemed compliant in this stage. Failure of any of these questions may result in a Bidder's Tender not being evaluated further, past the point of failure. Should it be deemed as required by Team Leidos' Finance Team, Statement(s) of Turnover may be requested via Clarification Question during Stage 1 of the evaluation, in relation to Company Information - Economic and Financial Standing.

F6 Bidders are required to submit samples with their full Tender response (LSL must receive the samples by the date specified in the Key Activities table in Section D). In the Qualification Envelope, Bidders will be required to confirm whether they have provide Tender samples. Although the Tender samples will not be evaluated at this stage, should the Bidder answer that they have not provide samples, their bid will be deemed non-compliant and further evaluation will not take place.

F7 Bidders must also submit Test reports, technical data sheets (TDS).

1	QUALIFICATION ENVELOPE QUESTIONS.....Pass/Fail
1.1	Tender Documentation
1.2	Company Information
1.3	Company Information – Location

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

1.4	Company Information – Non UK (Response required if answered Yes to previous question. If No skip to question 1.5)
1.5	Company Information - Economic and Financial Standing
1.6-7	Company Information - Economic and Financial Standing Continued
1.8	Grounds for Mandatory Rejection
1.9	Compliance - Grounds for Discretionary Rejection
1.10	Compliance - Corporate Social Responsibility (CSR)
1.11	Compliance with Supplier Manual
1.12	Compliance
1.13	T&C's Non Compliance
1.14	Bona Fide Tendering
1.15	Trade Compliance
1.16-17	Cyber Security
1.18	Electronic Data Interchange (EDI)
1.19	Providing Management Information (MI)
1.20	Risk
1.21	Conflicts Of Interest
1.22	Conflicts Of Interest (Response required if answered Yes to previous question. If No skip to question 1.23)
1.23-29	Modern Slavery
1.30	Tender Samples/TDSs
1.31	REACH
1.32	REACH Exemption
1.33	Distributor's Licenses
1.34	Distributor's Licenses Continued

F8 If You do not answer 'YES' or You 'Fail' a Pass/Fail questions, Your bid may be deemed non-compliant and further assessment may not be carried out.

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

Technical Envelope

F9 Bidders who have successfully passed the Qualification Envelope will progress to the Technical Envelope evaluation, comprising of the following sections:

2	TECHNICAL ENVELOPE QUESTIONS.....Weighted Questions	Weighting
2.1	Quality Accreditation	10%
2.2	Quality - Non-conformance	10%
2.3	Quality - External Providers	10%
2.4	Delivery Lead Times	30%
2.5	Delivery Surge	30%
2.6	Sustainability	10%
2.7	Additional Info	0%

F10 Bidders must respond to each question and provide the supporting evidence requested. An overall minimum total score of 70% or higher is required for the weighted questions within the ITT Question Set in order to be deemed compliant.

Worked Example;

F11 The table below demonstrates an example of a Bidder who has passed the Qualification Envelope, and is being evaluated in the Technical Envelope:

Question	Weighting %	Bidder's Score	Weighted Score
Quality Accreditation	10%	7	7% $= (7/10) * 10$
Quality Non Conformance	10%	7	7%
Quality – External Providers	10%	10	10%
Delivery – 2.4.1	30%	7	21%
Delivery – 2.4.2	30%	7	21%
Sustainability	10%	7	7%
Overall ITT Question Set Score =			73.00

*Weighted Score = (Bidder's Score/ Max Score Possible) * Weighting %*

F12 Please see the Question Set Guidance document, in which the scoring methodology for each question is outlined. Bidders who score a '0' on either the Sustainability or Quality Questions (Accreditation, Non-Conformance and External Providers) will result in a failed bid, and no further evaluation will take place.

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

Technical Compliance Questions

F13

The following samples must be provided as detailed in the 20220210-DCPS_6997_Issue_02		<p>Pass: Bidder has provided samples that achieve the essential criteria against the specifications.</p> <p>Fail: Bidder has not provided samples that achieve the essential criteria against the specifications.</p>	
Sample	Specification	Issue	No. of Solutions that can be submitted
Male SFT - 8430-99-731-5982 Female SFT - 8435-99-731-5991	DC/PS/6997	02	4 solutions. 1 solution contains 1x male and 1x female.
Male PTI SFT - 8430-99-489-1942 Female PTI SFT - 8435-99-489-1951	DC/PS/6997	02	4 solutions. 1 solution contains 1x male and 1x female.

The Tender Sample(s) must demonstrate the Bidder's ability to supply items to the standard of the TDP (Technical Data Pack). Reliance on Third Parties to produce Tender Samples who will not subsequently be involved in the delivery of this Requirement is NOT acceptable. Leidos will only accept a sample manufactured either by the Bidder or within the Bidder's identified supply chain. Leidos will require supporting documentation with the sample, specifying the manufacturing supply chain.

Each sample will be assessed to the 20220210-DCPS_6997_Issue_02 and must be accompanied by all the relevant documentation.

Please see Para G6-9 in the Instructions To Bidders document for more information regarding how to submit tender samples.

F14 In this stage, there will not be further questions regarding tender samples for Bidders to answer (unless any specific clarification questions are required), however it is at this point the samples' evaluation will be entered.

F15 In the Technical Envelope, samples shall be evaluated against the specification 20220210-DCPS_6997_Issue_02. Tender samples are not assigned a weighting in the Technical Envelope, as they are pass/fail.

F16 The samples requested are to demonstrate the manufacturing capability to provide items conforming both in appearance and technically to the specification. The sample submitted will be marked against the relevant specification issued to you for the purpose of this tender.

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

F17 All samples must be deemed compliant prior to progressing to the Commercial Envelope/Technical Envelope Stage 2, UAP/Trial.

F18 In the event that ALL Bidder samples provided prove to be technically non-compliant, therefore failing 1.20 Tender Sample question and/or failing to meet the specifications, LSL reserve the right to request submission of new samples and confirmation of prices if applicable.

F19 A team comprised of suitably qualified and experienced personnel will assess the Bidders' responses to the Question Set. Each individual within the evaluation team will assess all responses to each assigned question separately; this will include any additional material that is referenced within the response and provide their scores and feedback. A consensus of all evaluators will then be held where necessary, in order to establish an agreed score for each response from each Bidder. All potential suppliers must be deemed compliant at the Qualification Envelope and Technical Envelope [Stage 1] prior to moving to the Technical Envelope Stage 2 and onward.

UAP/Trial

User Assessment Panel (UAP)

F20 Please see the Directives within '20220307_Shoe_Fitness_Trainer_UAP_Directive' for further information regarding the UAP/Trial".

Responsibilities

Team Leidos:

- Ensure all tender samples are appropriately marked (A, B, C etc.) prior to the UAP.
- Oversee and ensure that all tender samples experience the same conditions as one another throughout the UAP.

Scoring

The tender samples that shall be presented to the UAP shall have already been deemed compliant at the following evaluation stages:

Qualification Envelope

Stage 1 – Pass/Fail Questions

Stage 2 – Sample Submission/Evaluation

Technical Envelope

Stage 1 – Weighted Questions and Compliance Questions

The UAP results will determine which solutions will go through to the next stage of the tender evaluation, Technical Envelope – Stage 3 – Full User Trial.

- Visits or contact with suppliers are not permitted during the tender process.
- All questionnaires will be completed by the members of the UAP using software application.
- All tender samples to be evaluated and an average overall score determined per solution.
- The benchmark score to proceed to FUT is 70% (84/120)

Marking

Responses to each Question will be marked according to the following four-point scale, based solely on the Users qualitative assessment on utility and usability.

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

Mark	Marking Criteria
4	High Confidence
3	Confidence
2	Concerns
1	Major Concerns

Full User Trial (FUT)

F21 Should a bidder pass the UAP, samples for the User Trial will be requested and are to be delivered, at the Suppliers own cost, to Leidos at the address in para G9 by 23/01/2023. Failure to submit Samples on time may result in a failed bid.

F22 A team comprising suitably qualified End Users and experienced personnel will assess the specified products successful at the UAP. Each individual within the evaluation team will assess all criteria detailed within the Trial Directives. Samples that pass the percentage benchmark of 70% (105/150) will progress to the Commercial Envelope

Commercial Envelope

F23 The submitted prices of any Bidders whose bids have passed all of the previous stages will be assessed against the price evaluation methodology set out below, in order to determine the winning Bidder.

Best and Final Offer (BAFO)

F24 In the event that a bidder passes the FUT, Leidos reserve the right to request a BAFO via the e-Sourcing Platform, of the bidders Commercial Envelope (only). The bidder shall have a period of one week for submission, by the deadline stated within section D1. Failure to submit changes to the bidders commercial response will not result in a failed bid.

Price Evaluation Methodology

F25 Lowest Price Compliant Bid. Those Bids deemed compliant at the Qualification and Technical Envelopes will continue onto the Commercial Envelope (Pricing) Evaluation.

All prices submitted must be firm (non-variable) ex-VAT and inclusive of Delivery Duty Paid (DDP).

F26 Total tender value will be calculated by multiplying the firm price provided for each tendered item in Year 1 by the Estimated Annual Quantity (EAQ) for that item as outlined in the Schedule of Requirement. The totals will then be summed to give a value for all items tendered.

F27 All prices submitted must be firm (non-variable) ex-VAT and inclusive of Delivery Duty Paid (DDP). Bidders must price all items. Leidos reserves the right to: accept the prices; and/or request additional information; or negotiate; or re-tender the requirement if agreement with the supplier cannot be reached.

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

Variation of Price

F28 Prices are requested for Year 1 of the framework only. Prices for years 2, 3 and 4 will be requested on the first working day of the 9th month of the current framework period for the following year, and price increases must be supported with evidence from the Variation of Price [VOP]:

- 85% - Footwear for Domestic Market index capped at +/- 4%
- 15% - Freightos Baltic Index (FBX): Global Container Freight Index which shall not be capped.

Bidders will be asked to confirm they have read and understood the VOP clause. Full terms of reference are included within Schedule B – Schedule of Requirements. If You do not answer 'YES' to this question, Your bid may be deemed non-compliant.

Revise or Confirm

F29 LSL reserves the right to ask Bidders to confirm (or revise) their Proposed Price following: (i) any clarification stage, or (ii) any change in or adjustment to the Tender documents which proves necessary during

the bid process, or (iii) any prices submitted appear to be anomalous. LSL also reserves the right to clarify any areas of the Tender submission, this is not guaranteed but is at the sole discretion of LSL.

Due Diligence

F30 Leidos reserves the right to verify any information within Your Tender submission. Site visits/audits may be carried out prior to Agreement Award. If deemed unsatisfactory You may be excluded from the competition.

F31 You may be asked to confirm some information regarding Your company by a nominated third party as part of our due diligence checks. This may come before or after Tender award. LSL will give prior warning before contact from the third party.

F32 All questions for each section as described above (please see the Question Set Document) must be answered within LSL's eSourcing Platform.

Contract Award Decision

F33 Letters will be issued to the successful and unsuccessful Bidders. This will indicate the start of the 10 days Standstill Period.

No Compliant Bids

F34 If no compliant bids are received for any tender, Lot or item, LSL reserves the right to reduce the pass mark threshold by 10% in simultaneous increments until there are at least two compliant tenders to proceed to evaluation for that tender, Lot or item. Where only one Bidder has passed the mandatory Pass/Fail questions within the Qualification envelope, then Leidos reserves the right to award the contract to that Bidder on lower mandatory and minimum thresholds for these sections.

Additional Conditions

F35 Leidos reserve the right to: (i) add additional in-scope items to the Schedule of Requirement (SoR) during the life of the contract (any such items will fall within the scope of the Common Procurement Vocabulary (CPV) Codes listed in the FTS Contract Notice); and/or (ii) to manage the range of items supplied under the Agreement (for instance, by de-listing slow moving or obsolescent items and/or adding new/replacement in-scope items).

F36 In the event that an awarded Framework Supplier provides, during the lifetime of the framework, any items that do not satisfy the Customer in terms of quality (and which the Customer therefore conveys to Leidos it is unwilling to order), then Leidos reserves the right to cease ordering those items from that supplier and order them instead via other means.

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

Section G – Instructions on Submitting Tenders

Submission of Tender

Bid Submissions must be made via the LSL eSourcing Platform “Jaggaer”

G1 LSL uses an eSourcing application based on the Jaggaer One platform as the way of working with our suppliers. Suppliers must register on the platform <https://LSL-supply.app.jaggaer.com/> in order to request participation in any of our Tender opportunities. All Bid Submissions for opportunities raised within the LSL eSourcing solution must be made via the application. Any clarification questions relating to the content of the ITT must be submitted in English through the LSL eSourcing messaging centre. Any questions relating to the use of the eSourcing Platform must be submitted via telephone: 0800 069 8630 or email: help_uk@jaggaer.com

G2 Tenders must be received electronically via the LSL eSourcing Platform by the date and time stated in the covering letter to this document. All Tender Submissions must be in English.

G3 Bids must be submitted electronically via the LSL eSourcing Platform.

G4 Note that if You are a new Supplier to LSL, You will be asked to complete the Supplier Master Data Template spreadsheet (attached) and upon award if You are an existing LSL Supplier, please confirm that Your details remain unchanged.

G5 You must ensure You include all relevant information in Your Tender. LSL can only evaluate information that You include in Your Tender.

Samples

G6 Where samples are required for evaluation purposes You must be prepared to submit them without charge. You should clearly label samples with the following particulars:

- a. Your name and address;
- b. the Tender Reference Number and due date for return of the Tender; and
- c. the Description and Item Number as shown in the Schedule of Requirements.

G7 LSL may retain all samples for The Supply of Fitness Trainers s from the Tender return date. After this period, LSL will destroy the samples unless you specifically state you require their return. LSL may keep samples associated with a successful Tender indefinitely.

G8 Samples that are consumed will not be returned.

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page

G9 Samples must be received by the date and time stated in the Key Activities Table in Section D of this document at the following address:

FAO: David Parsons / Bonita Swanepoel

Abbeywood (North),

Hazel #0015,

The Pattern Room,

Filton Road, Stoke Gifford,

Bristol,

BS34 8JH

Technical & Material Safety Data Sheets / Technical Specifications

G10 Leidos reserves the right, throughout this tender process, to request technical data sheets / technical specifications for any/all commodities detailed in the Schedule of Requirements.

G11 Bidders are requested to submit digital and hard copies of Technical Data Sheets (TDS) for all items as part of your completed tender submission and Material Safety Data Sheets (MSDS) for all items identified in the Schedule of Requirements as requiring one. All data sheets should be clearly marked with the serial number of the item listed within the Schedule of Requirements (SOR) to which they refer. All TDS's should be uploaded to the relevant question within the eProcurement platform, with a title following this template where possible; "*Bidding Organisation Name, Tender Name, Lot number (if applicable), NSN and item name - TDS*"]

Late Tenders

G12 Tenders must be received electronically via the LSL eSourcing Platform by the date and time stated on the LSL eSourcing Platform. In limited circumstances, LSL reserves the right to accept a late Tender submission.

END OF DOCUMENT

OFFICIALCOMMERCIAL

NOT CONTROLLED WHEN PRINTED

Security Classification: DP Confidential Information

Use or disclosure of the information in this document is subject to the restriction on the cover page