**DEFFORM 47**

**Edn 05/17**

****

**Mr Andrew Witcombe**

DES TECH-Comrcl-CP6

Corporate Commercial Delivery Team

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|  |  |
| --- | --- |
|  | Your Ref:  Our Ref: CCDT/488  01 June 2018 |

Dear Sir/Madam

**Invitation to Tender Reference No.** **CCDT/488 – DE&S CORPORATE SERVICES EXECUTIVE RECRUITMENT SUPPORT**

1. You are invited to tender for the above requirement,in competition, in accordance with the attached documentation.
2. The requirement is to establish a Framework Agreement for a recruitment support contractor to assist in hiring permanent and interim employees to the DE&S Senior Leadership Group across the DE&S Functions, for the Corporate Services discipline.
3. Funding has been approved for this requirement for two core years. A further two option years are anticipated.
4. The anticipated date for the contract award decision is 13 August 2018,please note that this is an indicative date and may change.
5. You must submit your Tender to arrive no later than **10:00AM on 10 July 2018**. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.
6. This Cyber Risk classification of this requirement is defined as **Low**. Tenderers wishing to tender for this requirement are required to complete a Cyber Security Supplier Assurance Questionnaire by registering on <https://supplier-cyber-protection.service.gov.uk/> and entering the reference: **RAR-Y9ZF5MPY**
7. As detailed in Section D – Tender Evaluation, Tenders who are unable to adhere to the requested pricing models or who provide caveated bids with their Tenders may be deemed Commercially-Non Compliant and will proceed no further in the competition.

Yours faithfully

Andrew Witcombe

DES TECH-Comrcl-CP6

**DEFFORM 47**

**Edn 05/17**

**Invitation to Tender**

**CCDT/488**

**For**

**DE&S CORPORATE SERVICES EXECUTIVE RECRUITMENT SUPPORT**

**Contents**

This invitation consists of the following documentation:

* DEFFORM 47 – Invitation to Tender**.** 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:
  + Section A – Introduction Page 3
    - DEFFORM 47 Definitions
    - Purpose
    - ITT Documentation and ITT Material
    - Tender Expenses
    - Material Change of Control from Supplier Selection
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Declarations

* Schedule of Requirements – Schedule 2
* Statement of Requirement – Schedule 9
* Contract Conditions
* DEFFORM 111 – Appendix to Contract - Addresses and Other Information
* Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A)
* DEFFORM 28 – Tender Return Label

## Section A – Introduction

**Definitions**

1. “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.
2. “Tenderer” means the economic operator or group of operators in the form of a consortium, including sub-contractors, who been invited to submit a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.
3. “Invitation to Tender” (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.
4. A “Tender” is the offer that you are making to the Authority.
5. “Contractor 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) and any associated technical data which the Contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
6. “Schedule of Requirements” (Schedule 2) 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.
7. The “Statement of Requirement” (Schedule 5) details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached to this DEFFORM 47. This may include the System Requirements Document (SRD).
8. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.
9. “Contract Conditions” means the attached conditions that will govern any resultant contract.
10. A “Third Party” is any person who is not an employee of the Tenderer as defined at A2.

**Purpose**

1. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority’s requirement. This documentation explains and sets out the:
   1. tender process and timetable for the next stages of the procurement;
   2. instructions and conditions that govern this competition;
   3. information you must include in your Tender and the required format;
   4. administrative arrangements for the receipt and evaluation of Tenders; and
   5. Contract Conditions that shall apply in the event that the Authority awards a

contract following this competition.

1. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.
2. This ITT has been issued to all potential Tenderers under the Open Procedure under PCR 2015.
3. The requirement is advertised by the Authority in the MOD DCO and OJEU at the same time under the Open Procedure of Public Contracts Regulations 2015. This is a live Invitation to Tender and anyone wishing to bid for this requirement must do so following the instructions given in this document and in the MOD DCO advertisement/OJEU, and in Contracts Finder (www.gov.uk/contracts-finder). There will not be a separate pre-qualification stage, bidders conference or any further publication/issue of these ITT documents. Bidders must complete the Suitability Assessment Questionnaire (SAQ) in the MOD DCO for their bid to be considered. Bidders must also submit the hard copies (and soft copies if requested) to the DE&S Tender Board as instructed elsewhere in this document. The full ITT document set is only available through www.gov.uk/contracts-finder.

**ITT Documentation and ITT Material**

1. ITT 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 ITT.  ITT 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 ITT. ITT Documentation, ITT 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:
   1. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
   2. 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 not use it except for the purpose of responding to this ITT;
   3. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
   4. 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;
   5. accept that any further disclosure of ITT Documentation,(or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority’s written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
   6. inform the named Commercial Officer if you decide not to submit a Tender;
   7. immediately return all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
   8. consult the named Commercial Officerto agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked ‘OFFICIAL-SENSITIVE’ or ‘SECRET’.
2. Some or all of the ITT Documentation and ITT 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.

**Tender Expenses**

1. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

**Material Change of Control from Supplier Selection**

1. 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**

1. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Acquisition System Guidance (ASG). Standardised Contract 2 (SC2) Conditions are attached.

**Consultation with Credit Reference Agencies**

A20. 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**

A21.The Tenderers’ attention is drawn to the following other information:

Your Written Technical Submission should be no more than 8000 words in word count, and no more than 15 pages in length. You are required to provide CVs for your key personnel who would be working on any contract resulting from this ITT, and any other references. These should be provided as Annexes to the Written Technical Submission and will not be included in this word or page count. The Authority reserves the right to reject your Tender where this word or page count is deemed to have been exceeded.

**Section B – Key Tendering Activities**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Initiated By** | **Submit to:** |
| Invitation to Bidders Conference1 | No Bidders Conference will take place for this Requirement | The Authority | No Bidders Conference will take place for this Requirement |
| Date for Confirmation of attendance at Bidders Conference1 | No Bidders Conference will take place for this Requirement | Tenderers | No Bidders Conference will take place for this Requirement |
| Final date for Clarification Questions / Requests for additional information | 10:00AM on 18th June 2018 | Tenderers | Andrew Witcombe  Andrew.Witcombe102@mod.gov.uk |
| Final Date for Requests for Extension to return date2 | 10:00AM on 18th June 2018 | Tenderers | Andrew Witcombe  Andrew.Witcombe102@mod.gov.uk |
| The Authority issues Final Clarification Answers | 20th June 2018 | The Authority | All Tenderers 3 |
| Tender Return | 10:00AM on 10th July 2018 | Tenderers | The Tender Board, using DEFFORM 28 |
| Written Tender Evaluation | w/c 16th July 2018 | The Authority | N/A |
| Presentations | w/c 23rd July 2018 | The Authority | N/A |
| Negotiations4 | N/A | The Authority | N/A |
| Reverse Auction | N/A | The Authority | N/A |
| Trials / Testing | N/A | The Authority | N/A |

**Notes**

1. A Bidders Conference is where the Authority presents the requirement to all Tenderers at the same time. A copy of the presentation will be issued to all Tenderers regardless of attendance. It gives you an opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those attending the Bidders Conference to the above named contact, by the date shown, so that access to the site can be arranged.
2. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.
3. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. Answers to clarification questions will be collated and published on the government Contracts Finder website. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.
4. Negotiations are not under the Open or Restricted Procedures.

## 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

1. Your Tender must be written in English, using Arial font size 11, and adhere to the word and page count specified at A21. Prices must be in £GBP ex VAT. Prices must be Firm Prices each where required and Firm Rates to be used where indicated.
2. 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 90 calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

C5. Variant Bids Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority’s requirements as set out in the ITT Documentation. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

C6. The Authority cannot evaluate any Variant Bids during this competition

## Section D – Tender Evaluation

This section details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

The Tender Evaluation will be evaluated using the MEAT (Most Economically Advantageous Tender) method to establish a preferred Framework Contractor. This is a comparative score and the scoring method is worked out using the ratio detailed below. For MEAT, the optimum is the highest technical score and lowest price, this together would get the highest total score. If you had the highest technical score but your price was double than that of the lowest priced compliant Tender, this would receive a lower total score.

The evaluation will be on the basis of:

MEAT Ratio: Technical (Written Submission and Presentation) 80 points:

Price (Financial) 20 points

Commercial: Pass or Fail

**Commercial Evaluation**

A commercial evaluation will be conducted by the Corporate Commercial Officer responsible for placing any resultant contract. The evaluation will deem the proposal commercially compliant or non-compliant (pass or fail).

Any Tenderer unable to accept any part of the Terms and Conditions, or who is unable to adhere to the requested pricing models, shall deem themselves as commercially non-compliant. If the Authority agrees that the Tenderer is non-compliant then the Tenderer will fail the commercial evaluation and will not be Technically or Financially assessed.

The Authority may seek clarification of bids where it requires further explanation or understanding of what has been proposed. This will normally be in the form of formal written questions with a specific and auditable numbering system which will form part of the Tenderers response.

Notwithstanding clarification, any proposal considered to be unrealistic in terms of technical or commercial aspects may, if unexplained, be judged as a lack of competence or a failure to comprehend the requirements of the ITT and may be eliminated from the competition.

As per SC2 Contract Condition 47.4b, the Firm Price for SC2 Contract Conditions Schedule 2 Item 1c (Stage 3: Start) shall be at least 33% of the total cost of Schedule 2 Item 1 (Executive Search Services for Permanent Staff). Bids where the Firm Price for Stage 3: Start is lower than 33% of the total cost of the hire of a permanent recruit will be deemed commercially non-compliant and will proceed no further in the competition.

For interim appointment services, Tenderers are required to adhere to the day rate bandings set out at SC2 Contract Conditions Schedule 2. Tenderers who are unable to provide interim appointment services within these bandings, will fail the commercial evaluation and their tender will not be Technically or Financially assessed.

**Technical Evaluation**

The Technical Evaluation has 80 total marks available. The Technical evaluation will be comprised of two Stages: – Stage 1, a Written Submission, and Stage 2, a Presentation with MoD Stakeholders.

Technical Stage 1:

The Stage 1 Technical Evaluation of the Written Submission will represent 60 points of the overall score (60 out of 80).

Stage 1 Evaluation of the Written Submission will be undertaken independently by a number of DE&S Stakeholders who will review unpriced copies of the Tenders. Their scores will be combined to produce an average score against each subject area for each Tenderer.

If any of the Tender Written Submissions are deemed to be technically non-compliant, only achieving a total Written Submission score of under 40 (out of 60 points available for the Written Submission), their Tender will not proceed to Stage 2. Tenderers who do not proceed to Stage 2 should note that any debrief and scoring of the Written Technical Submission element will not be provided until the conclusion of the full competition.

Technical Stage 2:

Only Tenderers considered to be technically compliant at Stage 1 (with a Written Submission score of 40 or over) will proceed to Stage 2 and be invited to give a Presentation to DE&S Stakeholders. Evaluation of the Presentation will be undertaken by the DE&S Stakeholders present. Their scores will be combined to produce an average score against each subject area for each Tenderer. Technical evaluation of the Presentation will represent the remaining 20 points of the overall score (20 out of 80).

The anticipated date for Technical Stage 2 Presentations is the week commencing 23rd July 2018, and will take place at DE&S Abbey Wood. Tenderers should ensure they have availability to attend the presentation on the specified week, as the Authority cannot guarantee an alternative Presentation date.

Tenderers considered to be technically compliant at Stage 1, who go on to deliver a Presentation, will have the Written Submission and Presentation scores combined into a total technical evaluation score. There is no minimum technical compliance score for the Stage 2 Presentation element of the technical evaluation.

Tenderers completing both Stage 1 and Stage 2 technical criteria will then be given a total technical score by combining the Stage 1 score with the Stage 2 score.

Calculations (example)

Technical Score = Stage 1 Score + Stage 2 Score

Example: 50 (if your Tender received 50 in Stage 1) + 12 (if your Tender received 12 in Stage 2) = 62

Technical Score = 62

The Technical Evaluation Criteria shall be scored using the Criterion Scores (0-10) as detailed in the below table – where 20 points are available against an Evaluation Criteria, the rating table should be used to indicate a score out of 20.  A score of zero points against any of the criteria will result in the bid being deemed technically non-compliant.

|  |  |  |
| --- | --- | --- |
| **Criterion Scores:** | | |
| Each individual criterion will be evaluated against the following scoring mechanism. | | |
| 0 | Not Answered | Nil or inadequate response. Fails to demonstrate an ability to meet the requirement. |
| 2 | Poor | The response does not address over half of the elements of the requirement and does not detail or explain how the requirement will be fulfilled |
| 4 | Partially Acceptable | The response does not fully address all elements of the requirement either through insufficient / limited detail or explanation how the requirement will be fulfilled |
| 6 | Acceptable | The response refers to all elements but includes some ambiguity around how the requirement will be fulfilled |
| 8 | Good | The response is sufficiently detailed and demonstrates a good understanding and provides details of how the requirements will be fulfilled. |
| 10 | Excellent | The response is comprehensive, unambiguous and demonstrates a thorough understanding of requirement and provides details of how the requirement will be met in full. |

**Financial Evaluation**

Financial Scoring:

Only bids which are deemed to be technically and commercially compliant will be assessed financially. 20 points of the overall evaluation score will be available, with the maximum marks allocated to the bid offering the lowest price for permanent recruitment (Schedule 2 Items 1, 2 & 3).

Calculations (example)

Financial Score = Total Available Marks x [Lowest Priced Technically and]

[Commercially Compliant Tender]

[Tender Price]

= 20 x[ £1,000,000] (if this was the lowest price)

[£1,500,000] (if this was your tender price)

= 20 x 0.666

Financial Score = 13.32

**Total Tender Score**

The financial scores will be added to the total technical score to give a total value out of 100 points, as demonstrated in the example below:

Calculations (example)

Technical Score + Financial Score = Total Tender Score

62 (technical) + 13.32 (financial) = 75.32/100

The complete evaluation process will identify a preferred Framework Contractor for the Framework Agreement.

**Evaluation Criteria - DE&S Corporate Services Executive Recruitment Support**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Points Available** | **Criteria** | | **Statement of Requirement Ref. (This is indicative only; tenderers must address all areas of the requirement fully to achieve top marks)** | **Tender Evaluation** | |
| **Score** | **Commentary** |
| **10** | **Track Record**  Facts based track record of successfully recruiting external private sector candidates into HR, Commercial, Finance and Corporate Services roles, on a permanent and interim basis, verified by real-life examples within the past 5 years which can be confirmed through references and/or publicly available information  Evidence of positively affecting diversity at client organisations through the creation and execution of a Senior Leadership D&I strategy | | 2, 6, 11j, 11u |  |  |
| **20** | **Client Base**  Relevance and quality of the supplier’s current client base – FTSE 100, Fortune 500 commercial organisations used to demonstrate an understanding and appreciation of challenges in recruiting senior leaders at DE&S which exclude salary  Evidence of top 3 long standing client relationships with repeat business and multiple successful placements  Level of impact of existing off limits clauses | | 2, 7, 10, 11a-d, 11f, 11t, 11v-aa |  |  |
| **20** | **Recruitment Strategy**  Ability to build a bespoke client brand and candidate proposition in the senior market on behalf of DE&S, supported by case studies that show a combined research based search and advertising strategy for leadership roles at organisations without a substantial market presence.  Demonstrable adaptability of strategy for DE&S | | 6, 11e, 11g-bb |  |  |
| **10** | **Supplier Resource**  Structure of supplier organisation which evidences dedicated Consultancy, Research and Administrative expertise that is suitably trained, flexible and capable of delivering the service  Identification of dedicated DE&S Account Team including CVs of relevant individuals with evidence of quality and depth of the experience. | | 7, 11i, 11k-n, 11u, 11bb, 11cc |  |  |
|  | **WRITTEN TECHNICAL SUBMISSION SCORE (OUT OF 60)** | |  |  |  |
| **PRESENTATION:**  **The following aspects of the Authority’s requirement are to be addressed through a 60 minute Presentation in which the Tenderers will be expected to provide deeper and broader information on their approach to fulfilling the requirement of an Executive Search Supplier**  ***NB: Nothing in this Presentation or Interview will have any effect on the number of points awarded in the Written Technical Submission. Tenderers may only gain a maximum of 20 points for the Presentation and Interview element of the Technical Evaluation, which will be added to the score for the Written Technical Submission.***  **The Authority will be awarding marks out of the remaining 20 technical points (of the total 80 technical points) in the following areas;** | | | | | |
| **10** | **Mock Assignment**  Delivery of a mock assignment for a Head of HR role at DE&S to include:   * Explanation of proposed research based search and advertising strategy * Indicative timescales for the assignment * Example advertising material * Sample market map * Candidate pitch/approach call script * Sample candidates.   A DE&S job description of the role will be released should you be invited to presentation. | |  |  |  |
| **10** | **Assessment**  Proposal of a senior level recruitment assessment process for DE&S that balances the following priorities:   * Conformity to Civil Service Recruitment Principles * Delivery of best practice candidate experience * De-risking hiring an ‘unknown’ external candidate * Providing confidence in hiring the best candidate * Retention rates and strategies * Best practice question banks | |  |  |  |
|  | **PRESENTATION SCORE (OUT OF 20)** | |  |  |  |
| Totals |  | **Written Technical Submission- Total Score out of 60** |  |  |  |
|  |  | **Presentation – Total Score out of 20** |  |  |  |
|  |  | **Financial – Total Score out of 20** |  |  |  |

## 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 **two unpriced** **paper** copies of your Tender and supporting documents, and **one priced** **paper** copy of your Tender and supporting documents. You must also provide **one unpriced CD** copy of your Tender and supporting documents and **one priced CD** copy of your Tender and supporting documents. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.

E2. You must include the electronic copies of the priced and unpriced Tender with the associated paper copies only. You must label CDs containing electronic copies of the Tender with “Includes Prices” or “Unpriced”. The electronic copies of the Tenders must be compatible with MS Office Word 2016 and other MS Office 2016 applications. If you password protect or encrypt any information on CDs containing prices you must supply the password /use compatible encryption methods so that the Authority can undertake a pricing evaluation.

E3. You must complete and include DEFFORM 47 Annex A (Offer) 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 A (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.

### Samples

E9. Samples are not required.

## Section F – Conditions of Tendering

F1. The issue of ITT Documentation or ITT Material 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 and subsequent acceptance of contract, is a matter solely for your commercial judgement. The Authority reserves the right to:

* + 1. seek clarification or additional documents in respect of a Tenderer’s submission;
    2. visit your site;
    3. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
    4. 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;
    5. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
    6. withdraw this ITT at any time, or re-invite Tenders on the same or any alternative basis;
    7. re-issue this ITT 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 Single Source Contract Regulations 2014;
    8. choose not to award any contract as a result of the current procurement process;
    9. 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
    10. 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 end of the validity 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 instigated, prior to entry into contract, it is a condition of this ITT 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 to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation 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. It is essential that you do not have a Conflict of Interest.

### 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 A 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 SC1B Schedule 4, 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 whilst complying with our obligations to maintain confidentiality.

F16. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT/ITN) to any third party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer’s Tender. In providing such information the Tenderer consents to such disclosure.

### Reportable Requirements

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

F18. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority’s evaluation of your tender, as detailed in Section D.

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

### Specific Conditions of Tendering

F20. The Tenderers’ attention is drawn to the following:

**Options**

The Authority requires Option prices for Years 3 and 4 of the Contract.

You must provide prices against the Options. The Option prices must be firm prices not subject to variation.

If your Tender is successful you will be expected to supply / provide that Option requirement(s) in contract condition 46.3. The Authority will not waive any rights under the said contract condition.

The Authority reserves the right to seek competitive Tenders for the Option requirement(s) detailed in contract condition 46.3.

**Submission of CVs**

You must provide CVs for key roles for your proposed delivery team. These CVs should be submitted as Annexes to your Written Technical Submission.

## DEFFORM 47 Annex A

## Edn 05/17

**Ministry of Defence**

**Tender Ref No.**

# 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 ITT 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.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Applicable Law** | | | | | | |
| I agree that any contract resulting from this competition shall be subject to English Law  \*Where ‘No’ is selected, Scots Law will apply. | | | | | Yes / No\* | |
| **Total Value of Tender (excluding VAT)** | | | | | | |
| £ ………………………………………………………………………………………………………………………  WORDS ................................................................................................................................................................................ | | | | | | |
| **UK Value Added Tax** | | | | | | |
| 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)) £........................... | | | | | | |
| **Location of work (town / city) where contract will be performed by Prime:** | | | | | | |
| Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required) | | | | | | |
| Tier 1 Sub-contractor Company Name | Town / city to be  performed | | Contractor Deliverables | Estimated Value | | SME  Yes / No |
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|  |  | |  |  | |  |
| **Mandatory Declarations** (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)): | | | | **Tenderer’s Declaration** | | |
| 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 IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by the Authority funding? | | | | Yes\* / No | | |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM528 | | | | Yes\* / No | | |
| Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions? | | | | Yes / No | | |
| Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended? | | | | Yes / No | | |
| Have you completed Form 1686 for sub-contracts? | | | | Yes / No | | |
| Have you completed the compliance matrix/matrices? | | | | Yes / No / Not Required | | |
| Are you a Small Medium Enterprise (SME)? | | | | Yes / No | | |
| Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs? | | | | Yes / No | | |
| Have you completed and attached Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A)? | | | | 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](http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer)) of the European Parliament and of the Council? | | | | Yes\* / No | | |
| Have you attached The Bank/Parent Company Guarantee? | | | | Yes\* / No / Not Required | | |
| 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). | | | | | | |
| **Tenderer’s Declaration of Compliance with Competition Law** | | | | | | |
| 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:   1. the offered price has not been divulged to any Third Party, 2. no arrangement has been made with any Third Party that they should refrain from tendering, 3. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, 4. no discussion with any Third Party has taken place concerning the details of either’s proposed price, and 5. 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)  **duly authorised to sign this Tender for and on behalf of:**  (Tenderer’s Name) | | **Postal Address:**  **Telephone No:**  **Registered Company Number:**  **Dunn And Bradstreet Number:** | | | | |

## Appendix 1 to DEFFORM 47 Annex A (Offer)

**Edn 05/17**

## 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

1. Where your offer is subject to minimum order quantities select ‘Yes’ and provide further details in your Tender.

### IPR - Restrictions

1. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding you must select ‘Yes’ in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding).
2. If you have answered ‘Yes’ in Annex A (Offer) as directed by para 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or likely be, the subject to any IPR restrictions or any other restriction on the Authority’s ability to use or disclosure the Contractor Deliverable, including export restrictions. You must identify:
   1. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
   2. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
   3. 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;
   4. 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.
3. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
4. 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

1. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.
2. 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:
   1. Whether all or part of any Contractor Deliverables are or will be subject to:
3. a non-UK export licence, authorisation or exemption; or
4. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

1. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.
2. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.
3. 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 8.
4. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defence 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

1. European Union (EU) legislation permits the use of various procedures to suspend customs duties.
2. 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 Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.
3. 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 and Customs (HMRC) authorisations.

### Sub-contracts Form 1686

1. [Form 1686](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc) (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](https://www.gov.uk/government/publications/security-policy-framework).

### Small and Medium Enterprises

1. The Authority is committed to supporting the Government’s small and medium-sized enterprise (SME) initiative; its ambitious target is that £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of Authority spending should be spent with SMEs by 2020; this applies to the money which the Authority spends directly with SMEs, and through the supply chain. The Authority uses the European Commission definition of SME.
2. 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 subcontractors are encouraged to make their own commitment and register with the [Prompt Payment Code](http://www.promptpaymentcode.org.uk/).
3. Suppliers are also encouraged to work with the Authority to support the Authority’s SME initiative. Information on the Authority’s purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement).
4. 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/feed)

Tel No: 0845 270 7099

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

1. 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 ([Government Transparency and Accountability](https://www.gov.uk/government/policies/government-transparency-and-accountability)) and the information contained within SC3 Conditions of Contract Clause A14.
2. 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”).
3. You should complete the attached Tenderer’s Commercially Sensitive Information Form  (DEFFORM 539A), explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.
4. 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

1. Tenderers must note that use of the [Contracting, Purchasing and Finance](https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system) (CP&F) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this tender. By submitting this Tender you agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic trading, including payment, will result in your Tender being non-compliant.

### Change of Circumstances

1. If you have not previously submitted a State Relating to Good Standing or circumstances have changed, please select ‘Yes’ and submit a Statement Relating to Good Standing with your Tender.

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

1. 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.

### Military Aviation Authority (MAA) Requirements

1. There are no MAA requirements.

### Bank or Parent Company Guarantee

1. A Parent Company Guarantee may be required. In the event that your tender is identified as the most favourable / compliant tender, but MOD assesses that a Parent Company or Bank Guarantee is required, then one will be requested (in the form of DEFFORM 24 / 24A as appropriate.) No contract will be awarded until a suitable Parent Company or Bank Guarantee, as appropriate, is in place.

### The Armed Forces Covenant

1. The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the Armed Forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.
2. The Covenant’s two principles are that:
   1. the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
   2. special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

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

1. [The Armed Forces Covenant](https://www.gov.uk/government/policies/armed-forces-covenant) provides guidance on the various ways you can demonstrate your support through the Corporate Covenant.
2. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the 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 on the website.

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

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry Of Defence

Main Building, Whitehall, London, SW1A 2HB

1. Paragraphs 30 - 33 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.