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| DIO_5115_AW | Ministry of Defence  DIO Commercial  Room 1202-1221  Kentigern House  65 Brown Street  Glasgow  G2 8EX | |
|  | Telephone:  E-mail: | +44 (0) 7970 150497  [gillian.wallis128@mod.gov.uk](mailto:gillian.wallis128@mod.gov.uk) |

|  |  |  |
| --- | --- | --- |
| To All Tenderers |  | 11 August 2023 |

Dear Sir/Madam

**Invitation To Tender (ITT) Reference No. DIOCB1/260 – Carpets, Curtains and Blinds for British Gurkhas Nepal (BGN)**

You are invited to tender for Carpets, Curtains and Blinds for British Gurkhas Nepal (BGN) in competition in accordance with the attached documentation.

The anticipated date for the Contract award decision is 31 October 2023, please note that this is an indicative date and may change.

You must submit your (fully costed and resourced) proposal, to arrive no later than 12:15 hours (UK time), 17:00 (Nepal local time), on the 7 September 2023. You must return your Proposal via the Defence Sourcing Portal (DSP).

Please confirm receipt of this tender to the Commercial Officer stated in the above address.

Yours faithfully

***[Electronic Signature]***

## Invitation to Tender for Structural Consultancy

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

This invitation consists of the following documentation:

* + DEFFORM 47 – Invitation to Tender. The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
    - Section A – Introduction
    - Section B – Key Tendering Activities
    - Section C – Instructions on Preparing Tenders
    - Section D – Tender Evaluation
    - Section E – Instructions on Submitting Tenders
    - Section F – Conditions of Tendering
    - DEFFORM 47 Annex A – Tender Submission Document (Offer)

**Supporting Documentation**

* Annex A – Tender Submission Document (Offer)
  + Appendix 1 to DEFFORM 47 – Information on Mandatory Declarations
* Annex B – Certificate of Bona Fide Tender
* Annex C – Supplier Statement Relating to Good Standing
* Annex D – Fire Precaution

## Section A – Introduction

### DEFFORM 47 Definitions

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

A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.

A2. “Compliance Regime” is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.

A3. “Conditions of Tendering” means the conditions set out in this DEFFORM 47 that govern the competition.

A4. A “Consortium Arrangement” means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.

A5. “Contract” means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.

A6. “Contract Terms & Conditions” means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.

A7. “Contractor Deliverables” means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.

A8. “Cyber Security Model” means the model defined in DEFCON 658.

A9. “Defence Sourcing Portal” means the electronic platform in which Tenders are submitted to the Authority.

A10. “Government Furnished Information” means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.

A11. “ITT Documentation” means this ITT and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this ITT.

A12. “ITT Material” means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.

A13. “Schedule of Requirements” (Section 1 in Terms and Conditions, Schedule 2 in Standardised Contracting Template 1B (SC1B) or Schedule 2 in Standardised Contracting Template 2 (SC2)) means that part of the Contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A14. The “Statement of Requirement” means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

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

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

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

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

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

### Purpose

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

1. timetable for the next stages of the procurement.
2. instructions, conditions and processes that governs this competition;
3. information you must include in your Tender and the required format;
4. arrangements for the receipt and evaluation of Tenders;
5. criteria and methodology for the evaluation of Tenders; and
6. Contract Terms & Conditions;

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

A22. This requirement is exempt from advertising.

A23. This ITT is subject to the Public Contract Regulations 2015

A24. This ITT has been issued to all potential Tenderers that expressed an interest.

A25. A Contract Bidders Notice has not been advertised because this requirement is exempt from advertising.

A26. Funding has been approved for this requirement.

### ITT Documentation and ITT Material

A27. 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 ITT Material to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this 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 A27.c, which as a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
5. accept that any further disclosure of ITT Documentation or ITT Material (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 confirm destruction of (or in the case of software, that it is beyond use) 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 Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked ‘OFFICIAL-SENSITIVE’ or ‘SECRET’.

A28. Some or all 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 are in addition to, and do not derogate from, your obligations under paragraph A27 above.

**Tender Expenses**

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

### Consortia and Sub-Contracting Arrangements

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

### Material Change of Control

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

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

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

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

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

1. they fail to re-submit to the Authority the updated relevant section of their PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than 10 business days following request from the Authority; or
2. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

### Contract Terms & Conditions

A35. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Knowledge in Defence (KiD) website.

A36.The Contract Terms & Conditions are attached.

**Other Information**

#### A37. The Armed Forces Covenant

1. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.
2. The Covenant is based on two principles:
   1. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
   2. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

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

1. The Armed Forces Covenant provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.
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 Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: [employerrelations@rfca.mod.uk](mailto:employerrelations@rfca.mod.uk)

Address: Defence Relationship Management Ministry of Defence

Holderness House

51-61 Clifton Street

London

EC2A 4EY

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

**Section B – Key Tendering Activities** The key dates for this procurement are currently anticipated to be as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Responsibility** | **Submit to:** |
| Issue ITT | 11 Aug 23 | The Authority | All Tenderers via DSP |
| Date for confirmation of attendance at Tenderers’ Conference | TBC | The Authority | All Tenderers via DSP |
| Final date for Clarification Questions/Requests for additional information | 24 Aug 23 | Tenderer | The Authority via DSP |
| Authority issues final clarification Answers | 29 Aug 23 | The Authority | All Tenderers via DSP |
| Tender Return | 7 Sep 23 | Tender | The Authority via DSP |
| Tender Evaluation complete by | 6 Oct 23 | The Authority | N/A |
| Notification of Intention to Award Contract | 31 Oct 23 | The Authority | All Tenderers via DSP |
| Standstill Period End Date | 13 Nov 23 | The Authority | Winning Tenderer via DSP |

#### Notes

**Tenderers Conference**

B1. A Tenderers Conference is being held as indicated in the table above, it enables the Authority to present the requirement to all Tenderers at the same time. It also provides Tenderers the opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those who wish to attend the Tenderers Conference to the abovenamed contact, by the date shown, so that access to the site can be arranged. A maximum of TWO (2) attendees will be permitted. A copy of the presentation along with any questions raised and answers provided will be issued to all Tenderers regardless of attendance to the Tenderers Conference.

**Clarification Questions**

B2. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarifications questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

#### Tender Return

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

#### Negotiations

B4. Negotiations do not apply to this tender process.

## Section C - Instructions on Preparing Tenders

### Construction of Tenders

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in NPR ex VAT. Prices must be Firm Price. A price breakdown must be included in the Tender.

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

### Validity

C3. Your Tender must be valid and open for acceptance for 90 calendar days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

**Section D – Tender Evaluation**

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

1. The purpose of providing Tenderers with the following information is to be as informative as possible on the methodology and factors applied by the Authority in evaluating tenders. Separate and independent assessments will be carried out on the commercial and technical proposals submitted. The overall assessment will take account of the outcome of these independent assessments.
2. The Tenderer is to provide rates for each item in the Pricing Schedule. These rates will be used to calculate a Firm Tender Price to be used in the evaluation. The Firm Tender Price is based on predicted annual quantities. These quantities are not guaranteed.

|  |  |  |
| --- | --- | --- |
| **Criteria:** Tenderers bids must be deemed technically and commercially compliant following submission. | | |
| **Mandatory Criteria:** | | |
| Minimum Commercial Requirements met | | Pass in all Commercial requirements |
| Minimum Technical Requirements met | | Minimum score of thirty (30) required against all technical requirements, with the exception of Social Values. Social Values does not have a minimum score requirement. |
| Failure to meet the Mandatory Criteria will result in your Tender being non-compliant | | |
| **Technical Criterion Scores:** | | |
| Each individual criterion will be evaluated against the following scoring mechanism: | | |
| 0 | No submission / Non-compliant in all aspects | |
| 10 | Non-compliant in significant aspects/demonstrates a poor understanding | |
| 30 | Compliant and demonstrates a good understanding of the requirement. | |
| 70 | Compliant and demonstrates very good understanding of the requirement. | |
| 100 | Fully compliant and demonstrates a comprehensive understanding of the requirement. | |
| **Samples:** | | |
| Pass/ Fail | A Pass is required to meet the minimum requirement.  A Fail will result in your Tender being non-compliant | |

D3**. The Tender Evaluation will be based on the basis of: Value for Money Index (VFM Index).** This approach divides the total score of the non-cost (technical) criteria by the tender cost. It ranks tenders on the quality (represented by the non-cost score) for each NPR of cost. It is simple to calculate, transparent and maximises return on investment. It should be noted that very different solutions can give the same VFM Index and considered equal. Should two or more tenders achieve the same VFM Index score the Authority will select the lowest priced tender.

D3.1 The table below illustrates the **technical** scores.  These scores are the weighted scores in accordance with the weighting percentages detailed in Paragraph D6.

|  |  |  |  |
| --- | --- | --- | --- |
| **Ser** | **Company** | **Technical Score**  **(Max 100)** | **Pass / Fail** |
| 1 | A | 80 | Pass |
| 2 | B | 60 | Pass |
| 3 | C | 70 | Fail \* |
| 4 | D | 75 | Pass |
| 5 | E | 95 | Pass |

**\*Note:** Company C did not score thirty (30) or more in each area.

D3.2 The table below shows the results of the **commercial** assessment carried out in accordance with the commercial proposal as detailed at Paragraph D4.1.

|  |  |  |  |
| --- | --- | --- | --- |
| **Ser** | **Company** | **Pass/Fail** | **Total Tendered Price NPR** |
| 1 | A | Pass | 550,000 |
| 2 | B | Fail\* | N/A |
| 3 | C | Pass | 560,000 |
| 4 | D | Pass | 632,000 |
| 5 | E | Pass | 573,000 |

**\*Note:** Company B did not pass all the minimum commercial requirements.

D3.3 **Overall Assessment.** The table below illustrates the total scores following the evaluation of the technical and commercial submissions and the VFM Index.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Tender | Technical | Commercial | Price B$ | VFM Index | Rank |
| A | 80 | Pass | 550,000 | 0.00014545 | 2 |
| B | 60 | Fail | N/A | N/A | N/A |
| C | Fail | Pass | N/A | N/A | N/A |
| D | 75 | Pass | 632,000 | 0.00011867 | 3 |
| E | 95 | Pass | 573,000 | 0.00016579 | 1 |

**Note**:  In this worked Example Company E would be awarded the contract. Company B and C do not receive a VFM Index due to being non-compliant Commercially and Technically respectively.

**Commercial**

1. **Commercial Assessment.** The commercial evaluation will take account of all information outlined below including compliance with the Terms and Conditions of Contract included in the ITT, the Tender Price(s) and its breakdown, and compliance with the Notices and Instructions to Tender.
   1. Failure to supply any of the information tabulated below may result in a non-compliant bid. The Authority’s decision in this matter will be final.

|  |  |  |
| --- | --- | --- |
| **Mandatory Information to be Supplied** | **Criteria** | **Minimum Expected for Compliance** |
| Compliance Statement | **Pass/Fail** | See paragraph D5.1 |
| Payment of Sub-Contractors | See paragraph D5.2 |
| Insurance | See paragraph D5.3 |
| Price | See paragraph D5.4 |
| Russia and Belarus | See paragraph D5.5 |
| Guarantee | See paragraph D5.6 |
| Tender Period Confirmation | See paragraph D5.7 |
| Language | See paragraph D5.8 |
| Compliance | See paragraph D5.9 |
| Receipt of Payments | See paragraph D5.10 |
| Fraud | See paragraph D5.11 |
| Conformity to Law | See paragraph D5.12 |
| Ethical Behaviour | See paragraph D5.13 |
| Fire Precautions Compliance | See paragraph D5.14 and Annex D |
| Freedom of Information & Transparency and Commercial Sensitive Information | See paragraph D5.15 and Schedule 5 |
| Security | See paragraph D5.16 |
| Reportable Requirements | See paragraph D5.17 and Annex A |
| Hazard Articles Statement | See paragraph D5.18 and Schedule 6 |
| Certificate of Bona Fide Tendering | See paragraph D5.19 and Annex B |
| Statement of Good Standing |  | See paragraph D5.20 and Annex C |

1. The commercial proposal must address, as a minimum, the following subjects **in the order set out below, with each subject clearly sectioned and indexed**:
   1. **Compliance Statement.**
      1. Tenderers shall state that their offer is made in accordance with the requirements of the ITT and that they will comply in all respects with the Conditions of Contract. Offers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such Conditions alone. Tenderers may, however, draw attention to their offer to any existing understanding or interpretation with the Authority regarding Conditions of Contract that they would want to apply to their Tender. Similarly, the Authority reserves the right to reject offers in respect of which unsolicited amendments are submitted after the Tender return date. Tenderers should, therefore, not seek to amend their proposals after the Tender return date other than minor corrections of an editorial nature. This includes the signed Tender Certificate (Annex A DEFFORM 47).
   2. **Payment of Sub-Contractors.**
      1. Tenderers shall supply a method statement detailing the process they would employ to ensure that sub-contractors are paid in accordance with D5.2.2 below.
      2. The Contractor shall pay his sub-contractors and suppliers within 30 (thirty) days of receipt of a valid claim. Previously some Tenderers have chosen to interpret this as meaning that sub-contractors and suppliers must be paid within 30 (thirty) days from the date of validation of the sub-contractor’s or supplier’s claim and in some cases as 30 (thirty) working days. Neither of these interpretations is acceptable. Sub-contractors and suppliers must be paid within 30 (thirty) days from the date of receipt from the sub-contractor or supplier of an acceptable claim, no matter how long the validation process takes. Tenderers should make clear in their submission that they understand and accept this interpretation.
   3. **Insurance.**
      1. **Insurance.** The insurances required for this contract, as detailed in the Conditions of Contract are:
         1. Employers’ Liability
         2. Public Liability
         3. Any other insurances required by law.
      2. Tenderers are to provide one of the following for each insurance type:
         1. An insurance certificate demonstrating that they already hold valid insurance at the required level from a reputable insurance company, /or
         2. A quotation from a reputable insurance company for a policy that will be procured at contract award.
      3. Tenderers are to advise the Authority if they are unable to obtain any of the required insurances and the reasons why.
      4. Tenderers are advised that their firm price is to be inclusive of insurance costs.
   4. **Price.** 
      1. In order to facilitate the comparison of Tenders, the rates quoted for the services must be stated in strict accordance with the definition of price included in the Conditions of Contract.
      2. The Tenderer must provide a rate for each line item shown in Schedule 2.2 – Pricing. Failure to price each item may result in the tender being rejected.
      3. The Tenderer is to provide firm rates in accordance with the Pricing Document. All prices and rates must be stated in NPR and be exclusive of Local Taxes.
      4. The Authority will not make any advance payments under the Contract.
      5. The Tender Certificate is to be duly completed with a consideration fee of NPR 159.01 and signed by the Tenderer and submitted with the Tender Part A (Commercial). The consideration fee is the amount the successful Tenderer will be paid to formalise the agreement upon award of the Contract.
      6. The Authority will not make any advance payments under the Contract.
   5. **Russia and Belarus.** Save as set out in [PPN 01/22](https://www.gov.uk/government/publications/procurement-policy-note-0122-contracts-with-suppliers-from-russia-and-belarus), the Authority will not be accepting Tenders that:
      1. contain any Russian / Belarusian products and/or services; and/or
      2. are linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian / Belarusian person or entity. Please note that this does not include companies:
         1. registered in the UK or in a country with which the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement; and/or
         2. which have significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement.
      3. Tenderers must confirm in writing that their Tender, including any element that may be provided by any part of the Contractor’s supply chain, does not contain any Russian / Belarusian products and/or services.
      4. Tenderers must include provisions equivalent to those set out in this clause in all relevant Sub-Contracting Arrangements.
   6. **Deeds of Indemnity/Guarantee.** A Parent Company or Bank Guarantee may be required. In the event that your tender is identified as the most favourable/compliant tender, but that MOD assess 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 able to be awarded until a suitable Parent Company or Bank Guarantee, as appropriate, is in place. Tenderers must provide a statement quoting willingness to provide a Bank or Parent Company guarantee, should the Authority request one.
   7. **Tender Period.** Tenderers must provide confirmation that the Tenderer’s offer will remain open for a period of 90 days from the Tender Return Date.
   8. **Language.** Tenderers must provide a confirmation that all related Contract documentation will be provided in English.
   9. **Compliance.** Tenderers must provide a Statement of Compliance against the Conditions of Contract.
   10. **Receipt of Payments.** Tenderers must provide full details in the Tender submission of the person(s) authorised to receive payments from the Authority on behalf of the Contractor for Works done under the Contract.
   11. **Fraud.** Tenderers must provide a fraud prevention statement and details of proposals to mitigate fraud as outlined at paragraph F6 of this DEFFORM 47.
   12. **Law.** Tenderers must provide a statement acknowledging that this ITT, any tenders or solutions submitted pursuant to it, the Project generally and any disputes in relation to it (including non-contractual disputes or claims) will be governed by English law and subject to the jurisdiction of the English courts.
   13. **Ethical Behaviour.** Tenderers must provide a statement of commitment to ethical business practices.
   14. **Fire Precautions.** Tenderers must agree to comply with all fire safety standards as outlined on the supplied certificate of acceptance at Annex D to this DEFFORM 47.
   15. **Freedom of Information and Transparency.** You should be aware that the contents of any resultant contract may be published in line with the information contained within Contract Clause A14 of Conditions of Contract. You should complete the Tenderer’s Commercially Sensitive Information Form at Schedule 5, explaining which parts of your Tender you consider are commercially sensitive.
   16. **Security.** Tenderers must provide a clear statement that they understand and accept the security implications in relation to this Contract.
   17. **Reportable Requirements.** Listed in Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you attach the relevant information. The answers provided are for statistical or Contract Management purposes and are not evaluated. However, failure to complete this part of the Annex makes your Tender non-compliant.
   18. **Hazardous Articles, Materials or Substances supplied under the Contract.** Tenderers must complete the Authority’s ‘Hazardous Articles’ Data Requirements sheet at Schedule 6. This must be in line with those elements stated at Conditions of Contract paragraph 24.
   19. **Certificate of Bona Fide Tendering.** Tenderer is to provide an original signed copy of the Certificate of Bona Fide Tendering at Annex B.
   20. **Statement of Good Standing.** Tenderer is to provide an original signed copy of the Statement of Good Standing at Annex C.

**Technical Assessment**

1. The Technical evaluation will take account of the completeness and acceptability of the information submitted in response to the ITT. Emphasis will be placed on ensuring that the Tenderer’s proposals fully comply with the technical requirements set out in Schedule 2 – Statement of Requirement. The Tender must meet the minimum technical standard, as stated at sub-paragraph D6.2, to be deemed technically compliant.
   1. The technical ev aluation will involve comparison of the competence and quality of the proposals against criteria predetermined by the Authority. Scores established will be determined independent of other Tenders submitted.
   2. The minimum technical requirement required by the Authority to deem submissions technically compliant is a minimum score of thirty (30) against all technical requirements apart from Social Values which will not require a minimum score to be deemed compliant
   3. The weighting percentage afforded to each of the evaluation criteria outlined at DEFFORM 47 paragraph D7, Technical Proposal, is tabulated below:

|  |  |  |
| --- | --- | --- |
| **Evaluation Criteria Section** | **Weighting % of Total Mark** | **Minimum Expected for Compliance** |
| Executive Summary | 10 | See paragraph **D7.1** |
| Social Values | 10 | See paragraph **D7.2** |
| Satisfying the Technical Requirement | 55 | See paragraph **D7.3** |
| Contractor Personnel | 10 | See paragraph **D7.4** |
| Sub Contractors and Consultants | Yes/No/NA | See paragraph **D7.5** |
| Health, Safety and Environment | 5 | See paragraph **D7.6** |
| Quality Assurance | 10 | See paragraph **D7.7** |
| Fire Retardancy Tests | Pass/Fail | See paragraph **D7.8** |
| **Total** | **100** |  |

1. The Technical Proposal shall include binding proposals, which shall constitute the “Tenderer’s Proposal" in any subsequent contract. The Tenderer’s technical proposal must not include any **commercial information (including pricing)** but must cover the subjects detailed below in the order that they appear:
   1. **Executive Summary.**
      1. The Tenderer shall provide a pen picture of their Company, with particular regard to previous experience in these types of Works. The information given should relate to the Company itself and not the Trading Division or holding Company of which the Company is a part.
      2. The Tenderer shall include a statement confirming their understanding and agreement that they will provide all the necessary resources required to meet the timely and satisfactory completion of the Contract.
   2. **Satisfying the Social Value.**

Describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria (MAC).

Please include:

* Your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Award Criteria, and
* A timed project plan and process, including how you implement your commitment and by when. Also, how you will monitor, measure, and report your commitments/the impact of your proposals. You should include but not be limited to:
* Timed action plan
* Use of metrics
* Tools/processes used to gather data
* Reporting
* Feedback and improvement
* Transparency

How you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.

**Focal Area includes**:

* + 1. **Tackling economic inequality:** MAC 6.2: Support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract.

**Sub Criteria.** Activities that demonstrate and describe the tenderer’s existing or planned:

● Understanding of in-work progression issues affecting the market, industry or sector relevant to the contract, and in the tenderer’s own organisation and those of its key sub-contractors.

● Inclusive and accessible development practices, including those provided in the Guide for line managers on recruiting, managing and developing people with a disability or health condition.

● Measures to support in-work progression to help people in the contract workforce, to move into higher paid work by developing new skills relevant to the contract.

* + 1. **Improve health and wellbeing**: MAC 7.1. Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce.

**Sub Criteria.** Activities that demonstrate and describe the tenderer’s existing or planned:

● Understanding of issues relating to health and wellbeing, including physical and mental health, in the contract workforce.

● Inclusive and accessible recruitment practices, development practices and retention focussed activities including those provided in the Guide for line managers on recruiting, managing and developing people with a disability or health condition.

● Actions to invest in the physical and mental health and wellbeing of the contract workforce. Illustrative examples:

○ implementing the 6 standards in the Mental Health at Work commitment and, where appropriate, the mental health enhanced standards for companies with more than 500 employees in Thriving at Work with respect to the contract workforce, not just following the recommendations.

○ public reporting by the tenderer and its supply chain on the health and wellbeing of staff comprising the contract workforce, following the recommendations in the Voluntary Reporting Framework.

○ engagement plans to engage the contract workforce in deciding the most important issues to address.

● Methods to measure staff engagement over time and adapt to any changes in the results.

● Processes for acting on issues identified.

* 1. **Satisfying the Technical Requirement.**
     1. The tenderer shall demonstrate an understanding of the following
        1. The Contract deliverables
        2. The Tenderer’s liabilities/obligations
     2. The tenderer shall provide a fully detailed proposal demonstrating that they understand the technical requirement and the methods to be used to meet and complete the deliverables.
     3. The tenderer shall provide samples for evaluation as detailed at paragraph D7.8
     4. The tenderer shall detail:
        1. Specific areas of concern
        2. Areas of potential delay to delivery
        3. Any assumptions made in the production of the proposal
  2. **Contractor Personnel.**
     1. The Tenderer shall provide details including; contact details, CVs, competence and experience of the staff who will be directly involved in the Contract. Details of the following, as a minimum, shall be submitted:
        1. Personnel providing support
        2. Contracts/Commercial Staff
        3. Manager responsible for the delivery of the proposed Contract (English Speaking)
  3. **Sub-Contractors and Consultants**
     1. The Tenderer shall provide the following details:
        1. Sub-contractors they propose to use to carry out the Contract.
        2. Explain the selection criteria stating how the choice of sub-contractors was made, including evidence that they have the necessary expertise, resources and experience to aid in delivery of the Contract Deliverables.
  4. **Health, Safety and Environment.**
     1. The Tenderer shall carry out the work in accordance with all applicable laws and regulations and should detail which applicable laws and regulations will be adhered to.
     2. The Tenderer shall submit a statement that he will participate actively in the management of Health and Safety at Work, and environmental issues in accordance with the Authority’s requirements and Statutory Regulations.
     3. The Tenderer shall throughout the performance of the contract have full and proper regard to the safety and health of all Persons entitled to enter an MOD Establishment and shall keep each Establishment in such a manner so as to keep to a minimum any danger and/or hazard to such Person including any H&S and/or environmental risks to such Persons.
  5. **Quality Assurance (QA).**
     1. The Tenderer shall submit the following:
        1. Details of any relevant QA accreditation current to the Company
        2. Details of the QA management system for ensuring quality of the contract deliverables.
        3. Outline details of the testing and QA regimes to be adopted during the Contract.
  6. **Sample (Fire Safety Test).**
     1. A sample of each of the materials to be used in delivery of this Contract must be included with your tender submission along with all applicable Certificates of Conformity.
     2. These should be fully Fire Retardant to pass the tests to be conducted onsite as part of the tender evaluation.
     3. Details on where and when samples are to be delivered will be provided separately.

## Section E – Instructions on Submitting Tenders

### Submission of your Tender

1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by to the Tender Board by the 7 September 2023 at 12:15 hours (UK time), 17:00 (Nepal local time). The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITT DIOCB1/270.
2. Your priced Tender and priced ITT Documentation must only be submitted to the qualification envelope of the DSP ITT. You must ensure that there are no prices present in the technical envelope of the DSP ITT. The Authority has the right to request, at its discretion, that any pricing information found in the technical envelope is redacted in accordance with paragraph E3.
3. The Authority may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the Authority or provide clarification after the Tender return date. For example, this may include, but is not limited to, redacting pricing information in the technical or qualification (if applicable) envelopes, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the DSP on how they can correct such irregularities which must be completed by the deadline set. The Authority will cross reference the amended Tender with the original Tender submitted to the DSP before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the Authority, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the Authority, this will result in a non-compliant bid..
4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact [nicole.small103@mod.gov.uk](mailto:nicole.small103@mod.gov.uk) if you have a requirement to submit documents above OFFICIAL SENSITIVE.
5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact [nicole.small103@mod.gov.uk](mailto:nicole.small103@mod.gov.uk) to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.
6. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to DSP with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications.

**Lots**

1. This requirement has not been split into lots.

### Variant Bids

1. The Authority will not accept variant bids.

### Samples

1. Samples are required.

## Section F – Conditions of Tendering

* 1. 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. Neither does the issue of this ITT or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.
  2. The Authority reserves the right, but is not obliged to:
     1. vary the terms of this ITT in accordance with applicable law;
     2. seek clarification or additional documents in respect of a Tenderer’s submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
     3. visit your site;
     4. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITT;
     5. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic PQQ or the tender process;
     6. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34;
     7. withdraw this ITT at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
     8. 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 the Single Source Contract Regulations 2014;
     9. choose not to award any Contract as a result of the current tender process;
     10. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;
  3. The Contract will be entered into when the Authority sends written notification of its entry into the Contract, via a DEFFORM 8. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C3.

**Conforming to the Law**

* 1. You must comply with all applicable EU and UK legislation and any equivalent legislation in a third state.
  2. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender will be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

### Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

### Conflicts of Interest

* 1. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:
* devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
* enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
* enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
* canvass the Authority or any employees or agents of the Authority in relation to this procurement; or
* attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.
  1. Where you have advised the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential conflict of interest (COI) exists or arises at any point before the Contract award decision, you must notify the Authority immediately.
  2. Where an actual or potential COI exists or arises or any situation that might give the perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual or potential or perceived COI. The proposal must be of a standard which, in the Authority’s sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details listed in F9 a to g below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:
     1. the manner of operation and management;
     2. roles and responsibilities;
     3. standards for integrity and fair dealing;
     4. levels of access to and protection of competitors’ sensitive information and Government Furnished Information;
     5. confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);
     6. the Authority’s rights of audit; and
     7. physical and managerial separation.
  3. Tenderers are ultimately responsible for ensuring that no Conflicts of Interest exist between the Tenderer and its advisers, and the Authority and its advisers. Any Tenderer who fails to comply with this requirement described at Paragraph F7 to F10 (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

### Government Furnished Assets

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

**Standstill Period**

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

### Publicity Announcement

* 1. If you wish to make an announcement regarding this procurement, you must seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the named Commercial Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.
  2. Under no circumstances should you confirm to any Third Party the Authority’s Contract award decision before the Authority’s announcement of the award of Contract.

### Sensitive Information

* 1. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.
  2. For these purposes, the Authority may share within Government any of the Tenderers documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any sensitive information in the DEFFORM 539A (SC2 Schedule 5) and consent to these terms as part of the competition process.  This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.
  3. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT) 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

* 1. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you must attach the relevant information with the tender submission.
  2. Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete the Annex in full and attach relevant information where required.

## DEFFORM 47 Annex A

## Edn 06/23

**Ministry of Defence**

# Tender Submission Document (Offer) – Ref Number: ITT DIOCB1/260

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

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Applicable Law** | | | | | | |
| I agree that any Contract resulting from this competition shall be subject to English Law | | | | | Yes / No | |
| **Total Value of Tender (excluding VAT)** | | | | | | |
| NPR ………………………………………………………………………………………………………………………  WORDS ................................................................................................................................................................................ | | | | | | |
| **Nepal Value Added Tax** | | | | | | |
| If registered for Value Added Tax purposes, insert:  a. Registration No ..........................................  b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) NRP........................... | | | | | | |
| **Location of work (town / city) where Contract will be performed by Prime:** | | | | | | |
| Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required) | | | | | | |
| Tier 1 Sub-Contractor Company Name | Town / city to be  Performed | | Contractor Deliverables | Estimated Value | | SME  Yes / No |
|  |  | |  |  | |  |
|  |  | |  |  | |  |
|  |  | |  |  | |  |
| **Mandatory Declarations** (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)): | | | | **Tenderer’s Declaration** | | |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is yes, complete and attach DEFFORM 528. | | | | Yes\* / No | | |
| Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property (IPR) Restrictions? | | | | Yes\* / No | | |
| Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions? | | | | Yes\* / No | | |
| Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended? | | | | Yes / No | | |
| Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service? | | | | Yes\* / No / N/A | | |
| Have you completed Form 1686 for Sub-Contracts? | | | | Yes\* / No | | |
| Have you completed the compliance matrix / matrices? | | | | Yes / No / N/A | | |
| Are you a Small Medium Sized Enterprise (SME)? | | | | Yes / No | | |
| Have you and your Sub-Contractors registered with the Prompt Payment Code with regards to SMEs? | | | | Yes / No | | |
| Have you completed and attached Tenderer’s Sensitive Information Form? | | | | Yes\* / No | | |
| If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version? | | | | Yes\* / No / N/A | | |
| Do the Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012? | | | | Yes\* / No | | |
| Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement? | | | | Yes\* / No | | |
| Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU Law, and as it applies in Northern Ireland directly. | | | | Yes\* / No | | |
| Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer? | | | | Yes / No / Not Required | | |
| Have you complied with the requirements of the Defence Safety Authority Regulatory Articles? | | | | Yes / No / Not Required | | |
| Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITT? | | | | Yes / No | | |
| \*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer). | | | | | | |
| **Tenderer’s Declaration of Compliance with Competition Law** | | | | | | |
| 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 tender processes, including value for money and related purposes. We certify that we have identified any sensitive Information in the Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A). | | | | | | |
| **Dated this.................. day of ................................................................... Year ........................** | | | | | | |
| **Signature: In the capacity of**    (Must be scanned original) (State official position e.g. Director, Manager, Secretary etc.) | | | | | | |
| **Name:** (in BLOCK CAPITALS)  **duly authorised to sign this Tender for and on behalf of:**  (Tenderer's Name) | | **Postal Address:**  **Telephone No:**  **Registered Company Number:**  **Dunn And Bradstreet number:** | | | | |

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

**Edn 06/23**

## Information on Mandatory Declarations

### IPR Restrictions

1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information/technical data is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority’s ability to use or disclose the information/technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by Private Venture, Foreign Investment or otherwise than by Authority.
2. In particular, you must identify:
   1. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, 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 2.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 2.b.
3. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

### Notification of Foreign Export Control Restrictions

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:

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

* 1. a non-UK export licence, authorisation or exemption; or
  2. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 6 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

1. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.
2. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.
3. You must notify thenamed Commercial Officerimmediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 6.
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 Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the Contract.

### Import Duty

1. United Kingdom (UK) 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 UK, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and/or suspended.
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 & Customs (HMRC) authorisations.

### Cyber Risk

1. Cyber risk has been considered and a Cyber Security Model resulted in a ‘Not Applicable’ outcome.

### Sub-Contracts Form 1686

1. [Form 1686](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf) (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. Form 1686 and further guidance can be found in the Cabinet Office’s Contractual Process.

**Small and Medium Enterprises**

1. The Authority is committed to supporting the Government’s Small and Medium-sized Enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of the Authority’s spending should be spent with SMEs by 2022; this applies to the money which the Authority spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of SME.
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 Sub-Contractors are encouraged to make their own commitment and register with the https://[www.smallbusinesscommissioner.gov.uk/ppc/.](http://www.smallbusinesscommissioner.gov.uk/ppc/)
3. Suppliers are also encouraged to work with the Authority to support the Authority’s SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority’s purchasing arrangements, our commercial policies and our SME Action Plan can be found at [Gov.UK](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement) and the DSP.
4. The opportunity also exists for Tenderers to advertise any Sub-Contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: https://[www.gov.uk/guidance/subcontract-advertising.](http://www.gov.uk/guidance/subcontract-advertising)  This process is managed by the Strategic Supplier Management team who can be contacted at: [DefComrclSSM-Suppliers@mod.gov.uk.](mailto:DefComrclSSM-Suppliers@mod.gov.uk)

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

1. The Authority shall publish notification of the Contract and publish Contract documents where required following a request under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition between suppliers.
2. The Authority may publish the contents of any resultant Contract in line with government policy set out in Government’s Transparency Principles and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 12.
3. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 (“the FOIA”) or the Environmental Information Regulations 2004 (“the EIR”).
4. You must complete the attached Tenderer’s Sensitive Information Form (DEFFORM 539A, SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be Sensitive Information (as defined in DEFCON 539). This includes providing a named individual who can be contacted with regard to FOIA and EIR.
5. 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. Prior to the introduction of [Contracting, Purchasing and Finance (CP&F)](https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system) electronic procurement tool is a mandatory requirement for any resultant Contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. You must consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

**Change of Circumstances**

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

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

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’ to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

### Defence Safety Authority (DSA) Requirements

1. There are no DSA Requirements.

### Bank or Parent Company Guarantee

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

**DEFFORM 47 Annex B**

**Ministry of Defence**

Certificate of Bona Fide Tendering

**DIOCB1/260**

We hereby certify that the offer made in connection with the above Tender is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any third party, with the exception of any information attached hereto, (see\* below).

In particular,

1. The offered price has not been divulged to any person.
2. No arrangement has been made with any person that he should refrain from tendering.
3. No arrangement with any person has been made to the effect that we will refrain from bidding on a future occasion.
4. No discussion with any person has taken place concerning the details of either’s proposed price.
5. No arrangement has been made with any person otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements suspected by the Ministry of Defence will be referred to the Office of Fair Trading for investigation and may be subject to action under the Restrictive Trade Practices act 1976.

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

In this certificate “arrangement” includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding.

**\* Information is / is not attached hereto.** (delete as appropriate)

Signed:

On behalf of:

Date:

## DEFFORM 47 Annex C

**Contract Title: CARPETS, CURTAINS AND BLINDS FOR BRITISH GURKHAS NEPAL (BGN)**

**Contract Number: DIOCB1/260**

**SUPPLIER STATEMENT RELATING TO GOOD STANDING**

1. We confirm, to the best of our knowledge and belief, that [………………………………………] including its directors or any other person who has powers of representation, decision or control of [……………………………..] has not been convicted of any of the following offences:

1. conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA;
2. corruption within the meaning of the Public Bodies Corrupt Practices Act 1889, the Prevention of Corruption Act 1906 or the Prevention of Corruption Act 1916;
3. the offence of bribery within the meaning of Bribery Act 2010;
4. fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:
5. the offence of cheating the Revenue;
6. the offence of conspiracy to defraud;
7. fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;
8. fraud within the meaning of the Fraud Act 2006
9. fraudulent trading within the meaning of Section 993 of the Companies Act 2006
10. defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;
11. an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or
12. destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;
13. money laundering within the meaning of the Money Laundering Regulations 2007; or
14. any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.

2. **[………………………………..]** further confirms to the best of our knowledge and belief that it:

1. being an individual is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
2. being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
3. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is not the subject of similar procedures under the law of any other state;
4. has not been convicted of a criminal offence relating to the conduct of its business or profession;
5. has not committed an act of grave misconduct in the course of its business or profession;
6. has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
7. has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
8. is not guilty of serious misrepresentation in providing any information required by this Statement;
9. in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member.

|  |  |
| --- | --- |
| **Organisation’s name** |  |
| **Signed** |  |
| **Position** |  |
| **Date** |  |

**DEFFORM 47** **Annex D**

**ITT No**.: **DIOCB1/260**

**ITT TITLE**: **CARPETS CURTAINS AND BLINDS FOR BRITISH GURKHAS NEPAL (BGN)**

**FIRE PRECAUTIONS COMPLIANCE FORM**

1. I/We hereby agree to comply with the following:

a. ‘Standard Fire Precautions for Contractors Engaged on Crown Works’ - HMSO Publication ISBN 0 11 753094 8 (4/95), which may be purchased from The Stationery Office Bookshop, London, or download free from:

<http://regulations.completepicture.co.uk/pdf/Fire/Standard%20fire%20precautions%20for%20contractors%20engaged%20on%20Crown%20works.%20applicable%20to%20.pdf>

b. ‘HSE Fire Safety in Construction’ which can be purchased from HSE or downloaded for free at (<http://www.hse.gov.uk/pubns/priced/hsg168.pdf>).

c. All local Fire Regulations 

2. It is further agreed that compliance with these precautions does not relieve me/us of any responsibility for taking all other reasonable precautions against fire as provided in the Contract period quoted in the Tender Form.

Signed: …………………………………………………

Name (in CAPITALS): .………………………………………………..

in the capacity of: .………………………………………………..

duly authorised to sign tenders for and on behalf of (in CAPITALS):

…………………………………………………………………………

Address (including postcode):

…………………………………………………………………………

…………………………………………………………………………

…………………………………………………………………………

…………………………………………………………………………

Date: ………………………………………