**ANNEX A – TENDER SUBMISSION DOCUMENT (OFFER) – REF NUMBER ITN 703249457**

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

The undersigned Tenderer, having read the ITN Documentation and ITN Material, offers to supply the Tenderer 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 theSupply and Maintenance of Moorings, Markers and Targets Contract Number 703249457 or any amendments issued by the Authority will apply.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Applicable Law** | | | | | | | |
| Tenderers agree that any contract resulting from this competition shall be subject to English Law \* | | | | | Yes / No\* | | |
| **Total Value of Tender (excluding VAT)** | | | | | | | |
| £ … …………….  WORDS | | | | | | | |
| **UK Value Added Tax** | | | | | | | |
| If registered for Value Added Tax purposes, please insert:   1. Registration No………………………………………………………………………………… 2. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £………………………………… | | | | | | | |
| **Location of work (town / city) where the Contract will be performed by the successful Tenderer:** | | | | | | | |
| Where items are the subject of Tenders and are not supplied or provided by Tenderers themselves, state location in town / city to be performed (continue on another page if required) | | | | | | | |
| Key Sub-Contractor Company Name | Town / city to be performed | | Tenderer Deliverables | Estimated Value | | SME  Yes / No | |
|  |  | |  |  | |  | |
|  |  | |  |  | |  | |
|  |  | |  |  | |  | |
|  |  | |  |  | |  | |
|  |  | |  |  | |  | |
| **Mandatory Declarations** (further details are contained in Appendix 1 (Information on Mandatory Declarations) to this Annex A: | | | | **Tenderer's Declaration** | | | |
| Has the Tenderer completed the attached DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?  See paragraph 23 (Intellectual Property in ITN Documentation and ITN Materials) of the ITN for further detail. | | | | Yes\* / No | | | |
| Are the Tenderer Deliverables subject to foreign export control and security restrictions? If the answer is Yes, please complete and attach DEFFORM 528. | | | | Yes\* / No | | | |
| Has the Tenderer obtained prior foreign export approval necessary to secure IP user rights for the Authority in Tenderer Deliverables, including technical data, as determined in the Statement of Requirement? | | | | Yes\* / No | | | |
| Has the Tenderer provided details of how they will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed customs procedures to be used and estimates of duties to be incurred or suspended? | | | | Yes / No | | | |
| Has the Tenderer completed a Contractor Assurance Questionnaire on the Contractor Cyber Protection Service? | | | | Yes\*/No/ Not Applicable | | | |
| Has the Tenderer completed Form 1686 (<https://www.gov.uk/government/publications/industrial-security-forms>) for sub-contracts? | | | | Yes / No | | | |
| Has the Tenderer completed the compliance matrices? | | | | Yes / No / Not Applicable | | | |
| Is the Tenderer a Small Medium Sized Enterprise (SME)? | | | | Yes / No | | | |
| Has the Tenderer and their Sub-Contractors registered with the Prompt Payment Code with regards to SMEs? | | | | Yes / No | | | |
| Has the Tenderer completed and attached DEFFORM 539A (Tenderer's Commercially Sensitive Information Form)? | | | | Yes / No | | | |
| If the Tenderer has not previously submitted a statement relating to good standing within the last 12 months, or circumstances have changed, have they attached a revised version?  See paragraph 37 (Material Change of Control) of the ITN for further detail. | | | | Yes\* / No / Not Applicable | | | |
| Do the Tenderer Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012? | | | | Yes\* / No | | | |
| Has the Tenderer completed and attached a DEFFORM 68 (Hazardous Articles, Deliverables Materials or Substances Statement)? | | | | Yes\* / No | | | |
| Do the Tenderer Deliverables (including packaging) or any items provided with the Statement of Requirement (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 it applies in Northern Ireland directly. | | | | Yes\* / No | | |
| Where the Tenderer has been informed that a guarantee (or other form of security) is required, will they provide one during the standstill period, before Contract award, if they are identified as the successful Tenderer? | | | | Yes\* / No/ Not Required | | |
| Has the Tenderer completed all Mandatory Requirements (as per Appendix 1 (Information on Mandatory Declarations) of this Annex A)? | | | | Yes / No | | |
| \*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 (Information on Mandatory Declarations) to this Annex A. | | | | | | |
| **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 tendering 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 Tenderer's information / documentation (submitted to the Authority during this Contract 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 Information in the Tenderer's Sensitive Information form (DEFFORM 539A). | | | | | | |
| **Dated this** *(day)* **of** *(month)* **……..** *(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:**  **Dun And Bradstreet number:** | | | | |

**APPENDIX 1 - INFORMATION ON MANDATORY DECLARATIONS**

1. **IPR RESTRICTIONS**
   1. Tenderers must complete DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of their Tender. Tenderers must provide details of any information / technical data that 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.
   2. Where the Tenderer Deliverables are subject to IPR that have been exclusively or part funded by private venture, foreign investment or otherwise than by Authority funding, Tenderers must select 'Yes' in Annex A (Are the Tenderer Deliverables subject to IPR that has been exclusively or part funded by private venture, foreign investment or otherwise than by Authority funding?).
   3. If Tenderers have answered 'Yes' in Annex A as directed by paragraph 1.2 above, they must provide details in their Tender of any Tenderer Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclose the Tenderer Deliverable, including export restrictions. In particular, Tenderers 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 Tenderers or a Third Party;
      2. any allegation made against Tenderers, whether by claim or otherwise, of an infringement of an IPR (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 Tenderer Deliverables;
      3. the nature of any allegation referred to under sub-paragraph 1.3(b), including any obligation to make payments in respect of the IPR or any confidential information and / or;
      4. any action Tenderers need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 1.3(b).
   4. Tenderers must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 1.3. The Authority will not acknowledge any such restriction unless so notified in DEFFORM 711 or as otherwise agreed under any resultant Contract. Tenderers must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
   5. Tenderers should reference to the DEFFORM 711 explanatory notes for further information on how to complete the form.
2. **NOTIFICATION OF FOREIGN EXPORT CONTROL RESTRICTIONS**
   1. If, in the performance of the Contract, Tenderers 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, they will be responsible for applying for the licence. The Authority will provide Tenderers with all reasonable assistance in obtaining any necessary UK import or export licence.
   2. In respect of any Tenderer Deliverables, likely to be required for the performance of any resultant contract, Tenderers must provide the following information in their Tender:
      1. whether all or part of any Tenderer Deliverables are or will be subject to:
         1. a non-UK export license, authorisation or exemption; or
         2. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

Tenderers must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Tenderer Deliverables identified at paragraph 2.2 and return it as part of their Tender. If Tenderers have previously provided this information Tenderers can provide details of the previous notification and confirm the validity.

* 1. Tenderers must use reasonable endeavors to obtain sufficient information from their potential supply chain to enable a full response to paragraph 2.2. If Tenderers are unable to obtain adequate information, they must state this in their Tender. If Tenderers become aware at any time during the ITN that all or part of any proposed Tenderer Deliverable is likely to become subject to a non-UK government control through a government-to-government sale only, they must inform the Authority immediately by updating their previously submitted DEFFORM 528 or completing a new DEFFORM 528.
  2. This does not include any IPR specific restrictions mentioned in paragraph 1.3 (IPR Restrictions).
  3. Tenderers must notify the named Commercial Officer via the DSP immediately if they are unable for whatever reason to abide by any restriction of the type referred to in paragraph 2.2.
  4. Should you propose the supply of Tenderer 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 you. 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.

1. **IMPORT DUTY**
   1. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.
   2. For the purpose of this ITN, for any deliverables not yet imported into the UK, Tenderers are required to provide details of their 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. Tenderers should note that it is their 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.
2. **SUB-CONTRACTS FORM 1686**
   1. Form 1686 (<https://www.gov.uk/government/publications/industrial-security-forms>) is to be used in all circumstances where Tenderers 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. Tenderers are required to upload Form 1686 to the DSP. Form 1686 and further guidance can be found in the Cabinet Office's [Contractual Process](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf).
3. **CYBER QUESTION**
   1. Tenderers are required to complete the Contractor Assurance Questionnaire on the Contractor Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Implementation Plan as appropriate.
4. **SMALL AND MEDIUM ENTERPRISES**
   1. The Authority is committed to supporting the Government's Small and Medium-sized Enterprise **("SME")** policy, and wants to encourage wider SME participation throughout its supply chain. The Authority's goal is that 25% of its 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 contractors throughout the supply chain are paid promptly. All contractors to the Authority and their Sub-Contractors are encouraged to make their own commitment and register with the <https://www.smallbusinesscommissioner.gov.uk/ppc/>.
   3. Contractors 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 and the DSP.
   4. The opportunity also exists for Tenderers to advertise any Sub-Contract valued at over £10,000 on the DSP and further details can be obtained directly from: <https://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).
5. **CHANGE OF CIRCUMSTANCES**
   1. In accordance with paragraph 37 (Material Change of Control) of the ITN, if a Tenderers circumstances have changed, please select 'Yes' to the appropriate question in Annex A and submit a statement relating to good standing with their Tender.
6. **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 Tenderer Deliverables fall into one of these categories Tenderers must select 'Yes' to the appropriate question in Annex A and provide further details in their Tender.
7. **COMPLIANCE WITH DEFENCE MARITIME REGULATIONS (DMR)**
   1. Tenderers who wish to propose an alternative Acceptable Means of Compliance (**"AMC"**) to those indicated in the DMR must obtain agreement in principle from the relevant account holder within the Defence Maritime Regulator (through the Project Team) in advance of submitting their Tender. Since the Acceptable Means of Compliance indicated in the DMR are strongly recommended practices, Tenderers will need to justify the reason for proposing an alternative Acceptable Means of Compliance. Tenderers must consult the Defence Maritime Regulator where there is more than one alternative **AMC**. Acceptance of alternative AMCs will be at the Authority's absolute discretion.
8. **GUARANTEE**
   1. Tenderers will be informed whether they are required to provide a parent company guarantee or such other form of guarantee or security as may be acceptable to the Authority. In the event that they are selected as the successful Tenderer, Tenderers must provide their guarantee (in the form set out in Schedule 26 (Guarantees)) during the standstill period. No Contract will be awarded until a suitable guarantee (or suitable alternative, as approved by the Authority) is in place.