**DEFFORM 47 (Edn 07/22)**

|  |  |
| --- | --- |
|  | NamePost TitlePostal address line 1 Postal address line 2 Postal address line 3 |

Tel:
Email:

|  |  |
| --- | --- |
| To Address Line 1To Address Line 2To Address Line 3To Address Line 4PostcodeFAO | Your Reference: Our Reference: Date: |

Dear Sir/Madam

**Invitation To Tender (ITT) Reference No. 703793451**

1. You are invited to tender for Provision of Online Standards, Databases and Publications with Hard Copy Facility competition in accordance with the attached documentation.
2. The requirement is for the supply of online standards, databases and publications with hardcopy provisions.
3. The anticipated date for the Contract award decision is March 2023, please note that this is an indicative date and may change.
4. You must submit your Tender to the Defence Sourcing Portal by [insert time (including time zone) and date].

Yours faithfully

**DEFFORM 47 (Edn 07/22)**

Invitation To **Tender**

**for**

**Provision of Online Standards, Databases and Publications with Hardcopy Facility**

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**Contents**

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 Page 3
* Section B – Key Tendering Activities Page 8
* Section C – Instructions on Preparing Tenders Page 10
* Section D – Tender Evaluation Page 11
* Section E – Instructions on Submitting Tenders Page 12
* Section F – Conditions of Tendering Page 14
* DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1

 Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations

* - Contract Documents (As per the contents table in the Terms and Conditions)
* Terms & Conditions which includes the Schedule of Requirements and any additional Schedules, Annexes and/or Appendices
* DEFFORM 111 – Appendix to Contract - Addresses and Other Information
* DEFFORM 539A – Tenderer’s Sensitive Information (SC2 Schedule 5)

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**Section A – Introduction**

**DEFFORM 47 Definitions**

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

1. “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.
2. “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.
3. “Conditions of Tendering” means the conditions set out in this DEFFORM 47 that govern the competition.
4. 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.
5. “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.
6. “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.
7. “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.
8. “Cyber Security Model” means the model defined in DEFCON 658.
9. “Defence Sourcing Portal” means the electronic platform in which Tenders are submitted to the Authority.
10. “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.
11. “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.
12. “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.
13. “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.
14. The “Statement of Requirement” Schedule 2 means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.
15. 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.
16. 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.
17. A “Tender” is the offer that you are making to the Authority.

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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 was advertised by the Authority in [insert publication] dated [insert date] under the following reference [insert reference number].

1. This ITT is subject to the Public Contract Regulations 2015.
2. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage under the Restricted procedure.

A25. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the DSP.

A26. This requirement is subject to Full Business Case approval.

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**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.

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**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:
5. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;
6. the identity of Consortium Arrangement or Sub-Contracting Arrangement;
7. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and
8. 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 five (5) 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.

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**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)](https://www.gov.uk/guidance/knowledge-in-defence-kid) website.

A36. Standardised Contract 2 (SC2) conditions are attached.

**Other Information**

A37. **The Armed Forces Covenant**

a. 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.

b. 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.

c. [The Armed Forces Covenant](https://www.gov.uk/defence-and-armed-forces/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.

d. 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

Address: Defence Relationship Management

Ministry of Defence

Holderness House

51-61 Clifton Street

London

EC2A 4EY

e. 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.

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**Section B – Key Tendering Activities**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Responsibility** | **Submit to:** |
| Invitation to Tenderers’ issued | November 2022 | The Authority | All Tenderers |
| Final date for Clarification Questions/Requests for additional information | [Insert date and time] | Tenderers | Defence Sourcing Portal |
| The Authority issues Final Clarification Answers | [Insert date and time] | The Authority | All Tenderers |
| Tender Return | [Insert date and time] | Tenderers | Defence Sourcing Portal |
| Tender Evaluation | [Insert indicative date] | The Authority | N/A |
| Tender Award | March 2023 | The Authority |  |

**Notes**

**The above dates are indicative and are subject to change.**

**Tenderers Conference**

1. A Tenderers Conference is not being held.

**Clarification Questions**

**B2.** The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification 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**

1. 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.

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**Section C - Instructions on Preparing Tenders Construction of Tenders**

1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Price. A price breakdown must be included in the Tender.
2. To assist the Authority’s evaluation, you must set out your Tender response in accordance with Section D (Tender Evaluation).

**Validity**

1. Your Tender must be valid and open for acceptance for 180 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.

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**Section D – Tender Evaluation**

1. Section D details how your Tender will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria.
2. Negotiations do not apply to this tender process
3. This Tender will be evaluated using the Value for Money Index method. The Contract will be awarded to the Most Economically Advantageous Tender (MEAT) i.e. the tender that provides the highest VfM Index Score.

1. To give a total score, the following calculation shall be used:

Overall Non-Cost Technical Score/ Total Cost = VFM Index

The Highest VFM index score = Winning Tenderer

An example of how this would work is detailed below:

Using a VFM ratio (Non-cost Technical score / Total Cost (£)) gives the following results:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Tender**  | **Non-Cost Score**  | **Total Cost**  | **VFM Index**  | **Rank**  |
| A  | 62  | 20  | 3.10  | 3  |
| B  | 85  | 24  | 3.54  | 1  |
| C  | 100  | 29  | 3.44  | 2  |

The highest VFM Index provides more ‘quality’/non-cost score per £ and is therefore the winning tender per lot.

Compliance Checks

1. The Authority shall complete a mandatory evaluation to ensure that Tenderers have:
2. answered all questions, within the qualification envelope of the DSP (as detailed at Annex A to Section D)
3. answered all questions, as full as practicably possible, within the technical envelope of the DSP (as detailed at Annex B to Section D)
4. completed the table, within the commercial envelope of the DSP in full (as detailed at Annex C to Section D)
5. completed Annex A to Schedule 2 - Price Schedule, and populated the Pricing Scenarios (within the Commercial envelope) in DSP, in line with the Authority’s instructions

The qualification envelope has a pass/fail criteria. Where any answers against Q1.1 to Q3.13 are provided as ‘No’, the Authority reserves the right to withdraw the tenderer from the competition and therefore will be unable to progress to the Technical and Commercial Evaluations.

Price Evaluation Process – Commercial Envelope within DSP

D6. Tenderers are required to provide a completed pricing schedule (Annex A to Schedule 2). Tenderers should populate the Scenarios Table within the Commercial Envelope of the DSP using the prices submitted in Annex A to Schedule 2. The total cost for all scenario orders inclusive of Years 1-4 will be used as the Total Cost for evaluation purposes to determine the VFM Index Score. The Total Cost will be rounded up to maximum of 1 decimal place.

D7. The Tenderer is required to populate columns D, F, H and J with their proposed rates for the corresponding year. The Tenderer will have the flexibility to propose firm price rates, or a firm percentage rate (percentage of order value) and these rates shall reflect the rates proposed at Annex A to Schedule 2 – Pricing Schedule.

D8. The Tenderer is required to populate columns C, E, G, and I with the proposed rate as a value (if converting from a percentage from column D, F, H and J) in GBP£ Ex VAT.

Technical Evaluation Process – Technical Envelope within DSP

D9. Tenderers technical proposals will be evaluated using a two-step process, comprising of:

* Independent evaluation; and
* A Group Consensus

D10. During the independent evaluation process, each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by Tenderers in their Tender within the DSP, Technical Envelope. Each evaluator will then allocate a mark for the technical evaluation question response in accordance with the marking scheme applicable to that question as set out in Annex D to Section D – Evaluation Criteria.

D11. The individual evaluators will then have a group consensus meeting to agree the final scores for each technical evaluation question response. During the group consensus meeting, evaluators will discuss their independent marks for each question, and where the evaluators are not in agreement, the evaluators and the consensus meeting chair will discuss the merits of the question response until they reach a consensus regarding the marks that should be attributed to each Tenderer’s answer to the questions.

D12. Once all technical responses have been evaluated in accordance with Annex D to Section D of the Invitation to Tender, the consensus scores attributed to each response will be added together to provide a final ‘Technical Non-Cost Score’ for each Tenderer.

D13.  If a Tender scores less than 3 for any question across all scored questions, the Tender will be deemed to have failed and not be taken further in the Evaluation process. The Authority will inform Tenderers that they have been excluded from the procurement and why at the award stage.

Clarification Questions

D14. If the Authority wishes to clarify any areas of your tender, clarification questions will be submitted to the relevant tenderer through the DSP and will be subject to the indicative dates contained with Section B – Key Tendering Activities.

Tender Outcome

D15. The contract will be awarded to the Winning Tenderer. The Authority will notify successful and unsuccessful Tenderers. In the event there are two or more tenderers with the same overall score, the contract will be awarded to the highest technical score.

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**ANNEX A to Section D**

D16. Invitation to Tender Qualification Questions as per Qualification Envelope within the Defence Sourcing Portal (DSP)

| Q | Serial | Qualification | Tenderer’s confirmation of Compliance Yes/No |
| --- | --- | --- | --- |
|  | DEFFORM 47 |
| 1.1 | ALL DOCS | Confirm you can download and open the tender documents |  |
| 1.2 | N/A | Complete the Statement of Good Standing |  |
| 1.3 | Cyber | Complete the Security Assurance Questionnaire (SAQ) in accordance with Appendix 1 to DEFFORM47 Annex A, Para 14 |  |
| 2.1 | Section A | Confirm understanding of the requirements of Section A (Introduction) of the DEFFORM 47, and in particular the requirement to inform the authority of material changes of control from supplier selection |  |
| 2.2 | Section B | Confirm understanding of the information contained in Section B (Key Tendering Activities) |  |
| 2.3 | Section C | Confirm understanding of the information contained in Section C, including: The requirement to bid for deliverables, the validity clause, and the variant bid clauses |  |
| 2.4 | Section D | Confirm understanding of the tender evaluation process, and confirm compliance with Section D. |  |
| 2.5 | Section E | Confirm understanding and compliance of the tender submission process. |  |
| 2.6 | Section F | Confirm understanding of conditions of tendering, including requirement to report any bid rigging, report any potential or actual conflicts of interest, maintain a public store account for government furnished assets, and to identify any sensitive material in your bid. |  |
| 2.7 | Annex A | Completion of Annex A - Offer |  |
| 2.8 |  | Appendix 1 - Further Information on Mandatory DeclarationsIf you selected ‘Yes’ against the ‘IPR restrictions’, you must include in your response how you ensure the Authority ‘Freedom of Action’ as set out at Para 16, at Annex A to the Contract |  |
| **Terms and Conditions and Schedules to ITT** |
| 3.1 | T&Cs | Confirm compliance with all terms and conditions as per general conditions including conditions set out in Clause 46. |  |
| 3.2 | Schedule 2 | Statement of Requirements (SoR)Confirm compliance with SoR in its entirety |  |
| 3.3 | Schedule 2 Annex A | Pricing ScheduleConfirm completion of pricing schedule |  |
| 3.4 | Schedule 2 Annex B | Key Performance IndicatorsConfirm compliance in its entirety |  |
| 3.5 | Schedule 2 Annex C | Demand Order FormConfirm compliance in its entirety |  |
| 3.6 | Schedule 2 Annex D | DEFFORM 532 Personal Data ParticularsConfirm compliance and completion in its entirety |  |
| 3.7 | DEFCONS | Confirm compliance with the DEFCONs including any obligations therein. |  |
| 3.8 | Schedule 4 | Contract Change Control ProcedureConfirm compliance. |  |
| 3.9 | Schedule 5 | Contractor’s Commercially Sensitive Information FormConfirm completion in its entirety. |  |
| 3.10 | Schedule 6 | Hazardous Contractor Deliverables, Materials or Substances Supplied under the ContractConfirm completion in its entirety |  |
| 3.11 | Schedule 7 | Timber and Wood- Derived Products Supplied under the ContractConfirm completion in its entirety |  |
| 3.12 | Schedule 8 | AcceptanceConfirm compliance |  |
| 3.13 | Schedule 9 | Confirm understanding and compliance of Schedule 9 in its entirety. Please Note: KPIs will be reported and published to the Cabinet Office on a quarterly basis. |  |

**ANNEX B to Section D**

D17. Invitation to Tender Technical Questions as per Technical Envelope within the Defence Sourcing Portal (DSP)

|  |
| --- |
| Technical Envelope |
|  | **Technical Questions** | **Weighting** |
| **Q1** | Please demonstrate how your organisation will engage effectively with multiple customers and providers/publishers to provide as a minimum, in accordance with Schedule 2 Annex A, online commercial databases, via the internet for multiple locations. The evidence provided should indicate that you:a) have a clear and effective approach and processesb) demonstrate experience and knowledge in obtaining appropriate licences for access across different networks and browsersc) demonstrate that you will be effective at obtain the best value for moneyd) demonstrate that you can deliver the requirement for a ministerial government department e) demonstrate how you will maintain and develop healthy supply chains to meet the requirements of the Contract | **14%** |
| **Q2** | Please demonstrate how your organisation will supply, in accordance with Schedule 2 Annex A, one-off or regular subscription digital/electronic media titles from a variety of providers/publishers. The evidence provided should indicate that you:a) have a clear and effective approach and processesb) demonstrate experience and knowledge in arranging appropriate licences for networked accessc) demonstrate that you can deliver the requirement for a ministerial government departmentd) demonstrate how you will maintain and develop healthy supply chains to meet the requirements of the Contract | **14%** |
| **Q3** | Please demonstrate how your organisation will deliver, in accordance with Schedule 2 Annex A, online access to full text standards, specifications, and technical regulations for multiple locations. The evidence provided should indicate that you:a) have a clear and effective approach and processesb) demonstrate experience and knowledge in meeting varying access requirements across different networks and browsersc) demonstrate that you can deliver the requirement for a ministerial government departmentd) demonstrate how you will maintain and develop healthy supply chains to meet the requirements of the Contract | **14%** |
| **Q4** | Please demonstrate how your organisation will engage effectively with multiple providers/publishers and customers, to consider and arrange suitable and successful methods of access for different networks and browsers. The evidence provided should indicate that you:a) have a clear and effective approach and processesb) demonstrate experience and knowledge, and examples in different access methods to include but not limited to IP, federated access management, embedded login, Athens, Shibboleth, or password logonc) demonstrate access issues that you have encountered and successfully resolvedd) demonstrate that you can deliver the requirement for a ministerial government department | **14%** |
| **Q5** | Please demonstrate how your organisation will respond to short notice and urgent orders. The evidence provided should indicate that you:a) have a clear and effective approach and processesb) demonstrate how you will provide support to demanders and providers/publishers in meeting short notice or urgent orders c) demonstrate how you will interact with individual demanders of short notice or urgent orders | **6%** |
| **Q6** | Please demonstrate how your organisation will build and maintain effective relationships with large and diverse, and potentially expanding customer base, which are widely dispersed throughout the UK and overseas as well other stakeholdersThe evidence provided should indicate that you:a) demonstrate experience and knowledge in operating contracts with similar complexityb) demonstrate how you will build successful relationships with multiple customers in different locations across the United Kingdom and overseasc) demonstrate how you will engage with multiple providers/publishers to negotiate the best solution for customer requirementsd) demonstrate how you will oversee large volumes of orders to identify and manage inconsistencies and duplicationse) demonstrate your policies and approaches to dispute resolution including experiences which have led to improvements within your businessf) demonstrate you will keep up to date with a changing and expanding customer listg) demonstrate that you can deliver the requirement for a ministerial government department | **3%** |
| **Q7** | Please demonstrate how your organisation will act as a subscription agent for acquisition. The evidence provided should indicate that you:a) have a clear and effective approach and processesb) demonstrate you can act as a single point of contact for multiple demanders across multiple locations in the United Kingdom and overseasc) demonstrate how you will make prompt and anonymous purchasesd) demonstrate how you will make significant savings on providers/publisher pricesd) demonstrate that you can deliver the requirement for a ministerial government department | **3%** |
| **Q8** | Demonstrate how you will provide support to all customers. The evidence provided should indicate that you:a) demonstrate the processes you will have in place to record, investigate, escalate, and resolve user queries, complaints, issues, and conflicts.b) demonstrate the processes you will have in place to report, investigate, escalate, and resolve any issues or inadequacies with the required service provision or access to the required service provision.c) demonstrate the approach you will take in communicating with unsatisfied customers to help support themd) demonstrate how you will provide a telephone help-desk service, describing when it will be available, and giving examples of the advice, assistance or direction that will be available to customers | **7%** |
| **Q9** | Demonstrate how your organisation will obtain the best value for money on behalf of MoD customers. The evidence provided should indicate that you:a) demonstrate how you will liaise with single and multiple providers/publishers to negotiate the best value for money on the supply of any digital- media titles or online publications and subscriptions.b) demonstrate how your organisation will achieve consistent terms and prices across different business unitsc) demonstrate how your organisation will recognise buying patterns, duplications and overlap between different MoD business units, and how your organisation will use this information to achieve consistent pricing and shared opportunities across different business units | **7%** |
| **Q10** | **Fighting Climate Change****Model Evaluation Question:**Using a maximum of 4000 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria (MAC) 4.2. Please include in your response:• your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Model Award Criteria, and• a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on 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**Model Award Criteria (MAC) 4.2** Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.Activities that demonstrate and describe the tenderer’s existing or planned: ● Understanding of how to influence staff, suppliers, customers, communities and/or any other appropriate stakeholders through the delivery of the contract to support environmental protection and improvement. ● Activities to reconnect people with the environment and increase awareness of ways to protect and enhance it. **Illustrative examples:** ○ Engagement to raise awareness of the benefits of the environmental opportunities identified. ○ Co-design/creation. Working collaboratively to devise and deliver solutions to support environmental objectives. ○ Training and education. Influencing behaviour to reduce waste and use resources more efficiently in the performance of the contract. ○ Partnering/collaborating in engaging with the community in relation to the performance of the contract, to support environmental objectives. ○ Volunteering opportunities for the contract workforce, e.g. undertaking activities that encourage direct positive impact. | **10%** |
| **Q11** | Demonstrate how you will effectively process large numbers of unique and sometimes complex orders for different customers, within agreed timeframes and ensuring any Terms & Conditions are deconflicted with the MoDs contracted Terms & Conditions | **5%** |
| **Q12** | Demonstrate how you will effectively manage and monitor a Service Contract of this type and their Key performance Indicators, and efficiently collate, monitor, analyse and provide meaningful management information on a regular continuous basis | **3%** |

**ANNEX C to Section D**

D18 Invitation to Tender Commercial Envelope within the Defence Sourcing Portal (DSP)

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **A** | **B** | **C** | **D** | **E** | **F** | **G** | **H** | **I** | **J** |
|  |  | **YEAR 1** | **YEAR 2** | **YEAR 3** | **Option Year 4** |
| **SCENARIO (S)**  | **ORDER VALUE (GBP£ Ex VAT)** | **BIDDER FEES (i.a.w Para D8 to Section D to DEFFORM47)** | **CONFIRM RATES / PERCENTAGE (i.a.w Para D7 to Section D to DEFFORM47)** | **BIDDER FEES (i.a.w Para D8 to Section D to DEFFORM47)** | **CONFIRM RATES / PERCENTAGE (i.a.w Para D7 to Section D to DEFFORM47)** | **BIDDER FEES (i.a.w Para D8 to Section D to DEFFORM47)** | **CONFIRM RATES / PERCENTAGE (i.a.w Para D7 to Section D to DEFFORM47)** | **BIDDER FEES (i.a.w Para D8 to Section D to DEFFORM47)** | **CONFIRM RATES / PERCENTAGE (i.a.w Para D7 to Section D to DEFFORM47)** |
| Category SMALL  |  |  |  |  |  |  |
| S1 | £31 |  |  |  |  |  |  |  |  |
| S2 | £285 |  |  |  |  |  |  |  |  |
| S3 | £732 |  |  |  |  |  |  |  |  |
| Category MEDIUM  |  |  |  |  |  |  |
| S4 | £1,319 |  |  |  |  |  |  |  |  |
| S5 | £2,318 |  |  |  |  |  |  |  |  |
| S6 | £3,620 |  |  |  |  |  |  |  |  |
| S7 | £4,275 |  |  |  |  |  |  |  |  |
| S8 | £5,665 |  |  |  |  |  |  |  |  |
| S9 | £7,735 |  |  |  |  |  |  |  |  |
| S10 | £9,277 |  |  |  |  |  |  |  |  |
| Category LARGE |  |  |  |  |  |  |
| S11 | £12,518 |  |  |  |  |  |  |  |  |
| S12 | £19,070 |  |  |  |  |  |  |  |  |
| S13 | £45,009 |  |  |  |  |  |  |  |  |
| Category EXTRA LARGE |  |  |  |  |  |  |
| S14 | £375,642  |  |  |  |  |  |  |  |  |
|  | TOTALS IN GBP£ Ex VAT | £ |  | £ |  | £ |  | £ |  |

**Annex D to Section D – Evaluation Criteria**

 **D19. Social Value Scoring**

**Criteria for Question 10 in Technical Envelope ONLY**

|  |  |  |
| --- | --- | --- |
|  | **Criteria for awarding score** | **Score** |
| **Excellent**: (exceeds all Model Award Criteria (MACs)). | The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows: * Very good understanding of the requirements.
* Excellent proposals demonstrated through relevant evidence.
* Extensive insight into the relevant issues.
* The response is also likely to propose additional value in several respects above that expected.
* The response addresses the social value policy outcome and also shows in-depth market experience.
 | 10 |
| **Good**: (meets all Model Award Criteria (MACs)) | The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows: * Good understanding of the requirements.
* Sufficient competence demonstrated through relevant evidence.
* Some Considerable insight demonstrated into the relevant issues.
* The response addresses the social value policy outcome and also shows good market experience.
 | 7 |
| **Acceptable**: (meets most of the Model Award Criteria (MACs)) | The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows: * Acceptable understanding of the requirements.
* Sufficient competence demonstrated through relevant evidence.
* Some insight demonstrated into the relevant issues.
* The response addresses most of the social value policy outcome and also shows general market experience.
 | 3 |
| **Unacceptable**: (meets none/minimal Model Award Criteria (MACs)) | No response/major concerns. The response completely fails/only meets elements of the requirement but gives concern in a number of significant areas. Where the response only meets some elements of the requirement, there are reservations because of one or more of the following: * There is at least one significant issue needing considerable attention.
* Proposals do not demonstrate competence or understanding.
* The response is light on detail and unconvincing.
* The response makes no reference to the applicable sector but shows some general market experience.
* The response makes limited reference (naming only) to the social value policy outcome set out within the invitation.
 | 0 |

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**DEFFORM 47 (Edn 07/22)**

**D20. Technical Scoring (**for all technical questions other than Social Value)

Confidence Scoring Criteria

|  |  |
| --- | --- |
| **Score** | **Confidence Criteria** |
| **0**  | **Unacceptable**No response provided or the response provides no confidence in the deliverability of the requirement.Unsatisfactory or no information provided with anecdotal, misleading or irrelevant evidence to demonstrate the potential provider has the requisite ability, experience, skills, resources and quality measures necessary.The response to this question warrants exclusion of the Tender. |
|  **3** | **Acceptable**Information provided with relevant and credible supporting evidence to demonstrate that the potential provider has the requisite ability, experience, skills, resources and quality measures necessary.Reasonable confidence in the response based on the evidence provided |
| **7** | **Good**Information provided with multiple robust, relevant and substantiated supporting evidence to demonstrate that the potential provider has the requisite ability, experience, skills, resources and quality measures necessary.Good confidence in the response based on the evidence provided |
| **10** | **Excellent**Consistently and reliably exceeds the expectation of the question across multiple examples with comprehensive added value.Information provided with multiple robust, relevant and substantiated supporting evidence to demonstrate that the potential provider exceeds the requisite ability, experience, skills, resources and quality measures necessary.High confidence in the response based on the evidence provided |

**DEFFORM 47 (Edn 07/22)**

**Section E – Instructions on Submitting Tenders**

**Submission of your Tender**

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by [insert date and time (including time zone)]. 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 703793451.

E2. You must provide via the DSP one priced copy of your Tender and one unpriced copy. Both copies should be clearly labelled and easily identifiable. You must ensure that there are no prices present in your unpriced copy. The Authority has the right to request, at its discretion, that any pricing information found in the unpriced copy is redacted in accordance with paragraph E3.

E3. 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 unpriced copy of the tender, 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.

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact Stacey.Stone103@mod.gov.uk if you have a requirement to submit documents above OFFICIAL SENSITIVE

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact Stacey.Stone103@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.

E6. 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**

E7. This requirement has not been split into lots.

**Variant Bids**

E8. The Authority will not accept variant bids.

**Samples**

E9. Samples are not required.

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 **DEFFORM 47**

**(Edn 07/22)**

**Section F – Conditions of Tendering**

F1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a Contract as a result of this competition or at a later stage. 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.

F2. 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 their 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;

F3. The Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C3.

**Conforming to the Law**

F4. You must comply with all applicable UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender 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**

F6. 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)

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**DEFFORM 47 (Edn 07/22)**

**Conflicts of Interest**

F7. 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.

F8. Where you have provided advise to 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, arises or may arise or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises or may arise or any situation arises 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 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.

F10. Tenderers are ultimately responsible for ensuring that no Conflicts of Interest exist between the Tenderer and their advisers, and the Authority and its advisers. Any Tenderer who fails to comply with the requirements described at paragraphs 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**

F11. 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**

F12. 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**

F13. 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.

F14. 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**

F15. 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.

F16. For these purposes, the Authority may share within Government any of the Tenderer’s 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 (or SC1B Schedule 4 or 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.

F17. 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 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**

F18. 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.

F19. 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.

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**DEFFORM 47 Annex A**

**Edn 07/22**

**Ministry of Defence**

Tender Submission Document (Offer) – Ref Number ITT - 703793451

**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)** |
| £ WORDS  |
| **UK Value Added Tax** |
| If registered for Value Added Tax purposes, 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 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 | SMEYes / 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 Rights (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 |

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|  |  |
| --- | --- |
| 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 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:** |

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

**Edn 07/22**

**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 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. 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 the 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;

1. 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;
2. 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
3. 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 provide the Authority with details of every restriction and obligation referred to in paragraphs 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**

5. 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.

6. 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.

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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 the named Commercial Officer immediately 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**

14. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of **‘Low’**. The Risk Assessment Reference is **RAR-948612074**. Tenderers are required to complete the Supplier Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Implementation Plan as appropriate. Tenderers should complete their SAQ using the [SAQ Form](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fforms.office.com%2FPages%2FResponsePage.aspx%3Fid%3D7WB3vlNZS0iuldChbfoJ5Tv4OR9pb0BHial1Ag-WKXVUOFk3Sk9SS0JDQ0FRWjhYNDhTVldHUDJaNy4u&data=05%7C01%7CStacey.Stone103%40mod.gov.uk%7C0db8ef6f4aa24a53d6f808da4f91f94e%7Cbe7760ed5953484bae95d0a16dfa09e5%7C0%7C0%7C637909785756355170%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=7uH4lqGp2iNrLP%2ByimAcptMO7g%2BsUD40yuTRZxCW%2Bmo%3D&reserved=0), which must be returned to UKStratComDD-CyDR-DCPP@mod.gov.uk (and confirmation of completion shall be included within the tender response).

**Sub-Contracts Form 1686**

15. Form 1686 (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.](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf)

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**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/.](https://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.](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.

**Transparency, Freedom 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 the Government’s [Transparency Principles](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/996599/2021-06-22_Transparency_Principles_-final__3_.pdf) 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. Tenderers must note that use of the [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 may 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.

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**Change of Circumstances**

26. 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**

27. 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**

28. There are no DSA Requirements.

**Bank or Parent Company Guarantee**

29. You will be informed whether you are required to provide a Bank or Parent Company Guarantee. In the event that you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.

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