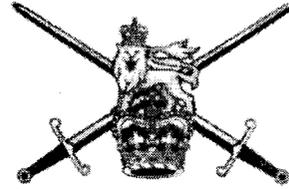




Ministry
of Defence

[REDACTED]
SO3 BFG Procurement 2

Army Commercial (BFG)
Catterick Barracks
Detmolder Strasse 440
33605 Bielefeld
Germany



ARMY

Tel: [REDACTED]
Email: [REDACTED]

Reference: CB/BFG/0135

Date: 17 July 2017

Dear Sir/Madam

Invitation to Tender (ITT) Reference No. CB/BFG/0135

1. You are invited to tender for the procurement of Diesel Motor Emission (DME) adaptors and ancillaries for Stored Equipment Fleet (Germany), in competition in accordance with the attached documentation.
2. The anticipated date for the contract award decision is 21 August 2017, please note that this is an indicative date and may change.
3. You must submit your Tender to arrive no later than 1100 Central European Time on 14 Aug 2017. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.

Yours faithfully

[REDACTED]

Contents

This invitation consists of the following documentation:

- Invitation to Tender, consisting of:
 - Section A – Introduction
 - Section B – Instructions on Preparing Tenders
 - Section C – Tender Evaluation
 - Section D – Instructions on Submitting Tenders
 - Section E – Conditions of Tendering
 - Annex A – Tender Submission Document (Offer)
 - Annex B – Tender Evaluation Criteria
 - Annex C - The Statement Relating to Good Standing
 - Annex D - DEFFORM 28 – Tender Return Label
- Draft Contract, consisting of:
 - Conditions of Contract
 - Schedule 1 - Schedule of Requirements
 - Schedule 2 – Contract Data Sheet
 - Annex A to Schedule 2 – Defform 111
 - Schedule 3 - Statement of Requirement
 - Schedule 4 - Tenderer's Commercially Sensitive Information Form

Section A – Introduction

Definitions

- A1. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown.
- A2. "Tenderer" means the economic operator or group of operators in the form of a consortium, including sub-contractors, which has been invited to submit a response to this Invitation to Tender. Where "you" is used this means an action on you the Tenderer.
- A3. "Invitation to Tender" (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.
- A4. A "Tender" is the offer that you are making to the Authority.
- A5. "Contractor Deliverables" means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) and any associated technical data which the contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
- A6. "Schedule of Requirements" 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.
- A7. The "Statement of Requirement" details the technical requirements and acceptance criteria of the Contractor Deliverables.
- A8. "Conditions of Tendering" means the conditions that govern the competition.
- A9. "Contract Conditions" means the attached conditions that will govern any resultant contract.
- A10. A "Third Party" is any person who is not an employee of the Tenderer as defined at A2.

Purpose

A11. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority's requirement. This documentation explains and sets out the:

- a. tender process;
- b. instructions and conditions that govern this competition;
- c. information you must include in your Tender and the required format;
- d. administrative arrangements for the receipt and evaluation of Tenders; and
- e. Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.

A12. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

ITT Documentation and ITT Material

A13. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for

the purposes of responding to this ITT. ITT Documentation, ITT Material and any intellectual property rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender.

Tender Expenses

A14. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

Contract Conditions

A15. The full text of the Contract conditions are attached.

Questions During the Tendering Process

A.16 The Tenderer must make requests for an extension in writing (email is sufficient, to [REDACTED] by 09 Aug 2017. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.

A17. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavor to ensure that you have at least 10 working days to submit your Tender.

A18. As the procurement is being conducted under an open procedure the Authority is unlikely to be aware of all interested parties. In order to ensure that all information including questions and answers, Tender updates etc. are communicated to all interested parties, a question and answer log will be kept and updated within the supporting documents tab of the procurement on Defence Contracts Online (DCO). It is the responsibility of the interested party to regularly check the supporting documents tab within the DCO. To note any updates that might be relevant and affect your tender response.

Section B - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

B1. You must Tender for all the Contractor Deliverables listed in the attached Schedule of Requirements. The Authority reserves the right to reject your Tender where you have not tendered for all of the Contractor Deliverables.

Construction of Tenders

B2. Your Tender must be written in English. Prices must be in €EUR. Prices must be Firm Price, and detail any price breakdowns which must be included in the Tender.

B3. To assist the Authority's evaluation please set out your Tender response in accordance with Section C (Tender Evaluation).

Validity

B4. In accordance with E3 your Tender must be valid / open for acceptance for 60 calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

Variant Bids

B5. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

B6. You may submit a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITT Documentation. The Authority will give full and careful consideration to any permitted variant bids received. Any variant bid should, as far as possible, meet the attached Conditions of Tendering and Contract Conditions. Variant bids will be evaluated in accordance with the tender evaluation criteria as set out in Section C (Tender Evaluation) and must be submitted in accordance with the Conditions of Tendering.

Section C – Tender Evaluation

C1. The tender evaluation will be carried out in accordance with the Evaluation Criteria stated at Annex B. **The Authority can only evaluate those things stated in your tender.**

C2. You are required to submit the following documents in support of your tender:

- a. Annex A (Offer)
- b. Details of your Price proposal
- c. Your response to each of the Technical Requirements of Response (RORs) as detailed within Annex B.
- d. The Statement Relating to Good Standing (Annex C)
- e. Confirmation that your tender is open for acceptance in accordance with paragraph B4 above.

Section D – Instructions on Submitting Tenders

Submission of your Tender

D1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter. The Authority reserve the right to reject any Tender received after the stated date and time. You must provide 1 unpriced paper copies and 1 priced paper copy of your Tender. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.

D2. Not used.

D3. You must complete and include Annex A (Offer) with your Tender.

D4. You must include the original signed Annex A (Offer) with one paper copy of your priced Tender.

D5. You must submit your paper copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.

D6. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.

D7. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.

D8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

Section E – Conditions of Tendering

E1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance of that, is a matter solely for your commercial judgement. The Authority reserves the right to:

- a. seek clarification or additional documents in respect of a Tenderer's submission;
- b. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- c. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, or the tender process;
- d. re-assess your suitability to remain in the competition;
- e. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
- f. choose not to award any contract as a result of the current procurement process;
- g. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and / or:
- h. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

E2. The contract will be entered into when the Authority sends written notification of its entry into the contract. Written notification will be issued, to the address you provide, on or before the expiration of the period specified in paragraph B4 and subject to paragraph E3.

E3. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in B4. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings challenging the award of the contract are instigated, prior to entry into contract, it is a condition of this ITT that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

Conforming to the Law

E4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

E5. Your attention is drawn in particular to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation then your Tender may be disqualified from this 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

E6. You must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

E7. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.

E8. It is essential that you do not have a Conflict of Interest (COI).

Standstill Period

E9. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th day after the date of the written notification of entry into contract. Where this is not a working day, it extends to midnight at the end of the next working day.

Publicity Announcement

E10. The Authority will publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition between suppliers. You should complete and return the attached Tenderer's Commercially Sensitive Information Form.

E11. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

E12. Under no circumstances should you confirm to any Third Party the Authority's acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

Small and Medium Enterprises

E13. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that every £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of MOD spending should be spent with SMEs by 2020; this applies to the money which the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an SME.

E14. 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 Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>.

E15. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative. The link below to Gov.uk website provides information on the Authority's purchasing arrangements, our commercial policies and our SME policy. <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement>.

E16. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd

Web address: www.contracts.mod.uk Tel No: 0845 270 7099

Transparency, Freedom of Information and Environmental Information Regulations

E17. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 (<https://www.gov.uk/government/policies/government-transparency-and-accountability>) and the information contained within the Conditions of Contract.

E18. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

E19. You should complete the attached Tenderer's Commercially Sensitive Information Form explaining which parts of your Tender you consider are commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.

E20. 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.

The Statement Relating to Good Standing

E21. You are required to submit as part of your tender a Statement Relating to Good Standing, as attached at Annex C to the tender.

Tender Ref No. CB/BFG/0135

Tender Submission Document (Offer)

To the Secretary of State for Defence (hereafter called "the Authority")

The undersigned Tenderer, having read the ITT Documentation, offers to supply the Contractor Deliverables at the stated price(s), and at the time or times stated and in accordance with any referenced drawings and / or specifications, subject to the MOD Terms and Conditions.

The following additional information is provided:

Premises where Contract will be performed (if applicable)	
The Contractor Deliverables, or any part of them supplied under this Contract resulting from this tender will be manufactured and or bought in from premises detailed below:	
Value of Tender (excluding VAT)	
£	
WORDS	
Value Added Tax	
If registered for Value Added Tax purposes, please insert	
a. Registration Number	
b. Total amount of Value Added Tax payable on this tender (at current rate(s))	
Transparency	
Should the Tenderer be awarded a Contract resulting from this tender, it understands that the Authority may publish the content of the Contract to the general public. The Commercially Sensitive Information which forms part of the Contract is completed to assist the Authority in applying the appropriate exemptions in the FOIA and the EIR.	
1. We certify that the offer made in connection with the above tender is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any third party. 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: a. the offered price has not been divulged to any third party person, b. no arrangement has been made with any third party that they should refrain from tendering, c. no arrangement with any third party has been made to the effect that we will refrain from bidding on a future occasion, d. no discussion with any third party has taken place concerning the details of either's proposed price, and e. no arrangement has been made with any third party otherwise to limit genuine competition.	
2. We understand that any instances of illegal cartels, market sharing arrangements, or other anti-competitive practices, suspected by the Ministry of Defence 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.	
3. We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.	
4. We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in the Contractor's Commercially Sensitive Information Form.	
Dated this day of Year	
Signature: In the capacity of (State official position e.g. Director, Manager, Secretary, etc.)	
Name: (in BLOCK CAPITALS)	Postal Address:
duly authorised to sign this tender for and on behalf of:	Telephone No:
(Tenderer's Name)	Fax No:
	Email:

Tender Evaluation

1. This section details how your Tender will be evaluated, including the evaluation criteria to be used.

The Tender Evaluation will be on the basis of:

Lowest Price

This Tender will be evaluated using the lowest price method. Your Tender must meet the minimum technical standard, as stated in the Tender Documentation, to be deemed technically compliant. Your tender must also meet the minimum commercial requirements to be deemed commercially compliant. The contract will then be awarded to the lowest price compliant bid.

Evaluation Process

2. The Tender evaluation process is split into a number of phases and shall be conducted separately for Commercial, Technical and Price aspects.

Evaluation Overview

3. An overview of the evaluation phases for this requirement is as follows:

Phase	Name	Evaluation	Result
1	Commercial Evaluation	<p>The Commercial Evaluation will check:</p> <ul style="list-style-type: none"> • whether the tenderer has submitted all of the required information as described within the Invitation to Tender document. • whether the Tenderer has submitted any suggested adjustments to the MOD Terms and Conditions. <p>Both of these will be judged as a 'tender compliance' issue (i.e. Pass/Fail). Any suggested adjustments to the MOD Terms and Conditions by the tenderer will be subject to a 'risk assessment', to assess their acceptability, and may therefore be rejected if the associated risk is evaluated as being too high for the Authority to accept.</p> <p>A bidder's tender may be deemed 'non-compliant' and therefore excluded from the remainder of the evaluation process if marked as a 'Fail' on the Commercial Evaluation.</p>	Pass/Fail
2	Technical Evaluation	<p>The qualitative evaluation by the Authority's Subject Matter Experts will be undertaken independently without sight of pricing information. It will be conducted by scoring the Technical ROR provided by tenderers within their response. The evaluation methodology for the Technical Evaluation is at paragraphs 2-13 below.</p>	Pass/Fail
3	Price Evaluation	<p>Assessment conducted by the Authority to ensure a fair and reasonable overall price has been submitted by the Tenderer. The price evaluation methodology is at paragraphs 14-15 below.</p>	Lowest Price
4	Joint Evaluation	<p>On completion of the process, a combined evaluation will be undertaken by a Joint Evaluation Team (JET) to determine the result of the tender exercise. This will include a final review of the scores, including the use of moderation and consensus where appropriate.</p>	Agreement of winning Tenderer

Commercial Evaluation Responses Required

4. Tenders should submit the following in order to comply with the Commercial requirements of this tender

ROR No	Subject - Commercial	Evaluation Criteria
1	A signed completed DEFFORM 47 Offer - Tender Certificate (Annex A)	Pass or Fail
2.	A completed Statement of Good Standing (Annex C)	Pass or Fail
3.	A statement within the ITT submission that the Terms and Conditions of Contract are accepted by the Tenderer	Pass or Fail
4.	Confirmation that the Tender is open for at least 90 calendar days.	Pass or Fail
5.	A Firm Price for relevant Items on the Schedule of Requirements (Schedule 1 of the draft Contract) for each year of the Contract	Pass or Fail
6.	A breakdown of the price showing how it is has been arrived at in terms of labour costs, materials, sub-contract costs, overheads and profit.	Pass or Fail
7.	A completed Tenderer's Commercially Sensitive Information Form (Schedule 4 of the draft Contract).	Pass or Fail

5. Evaluation will be carried out in accordance with the Evaluation Criteria specified in the table above. Failure to meet the commercial criteria may result in your tender being declared non-compliant.

Technical Evaluation

6. The Technical Evaluation will assess the technical effectiveness of each bid. The evaluators will allocate a pass or fail against each of the Requirements of Response (ROR) based upon the evaluator's individual assessment

7. Evaluation against each of the RORs shall be carried out in accordance with the following:

ROR No.	Subject	
ROR 01	MEETING THE REQUIREMENT	Pass or Fail
ROR 02	SUPPLY TO 2022	Pass or Fail
ROR 03	TECHNICAL SPECIFICATIONS	-
ROR 03a	PARTICLE REDUCTION	Pass or Fail
ROR 03b	EXHAUST OUTLET TEMPERATURES	Pass or Fail
ROR 03c	REGULATIONS	Pass or Fail
ROR 03d	EASE OF MOUNTING OF EQUIPMENT	Pass or Fail
ROR 04	DELIVERY REQUIREMENTS	Pass or Fail

8. Details of the RORs are as follows:

ROR No	Description
1	MEETING THE REQUIREMENT <ul style="list-style-type: none"> Can you demonstrate that the filters as listed in the Statement of Requirement at Schedule 3 of the draft Contract can be supplied.
2	SUPPLY TO 2022 <ul style="list-style-type: none"> Explain how you would intend to ensure continuity of supply of replacement filters to 31 Aug 2022
3.	TECHNICAL SPECIFICATIONS
3A	PARTICLE REDUCTION <ul style="list-style-type: none"> Describe how you would ensure that the filters supplied would meet the specification of particle reduction of 99% of particles 0.12µ or smaller.
3B	EXHAUST OUTLET TEMPERATURES <ul style="list-style-type: none"> Describe how you would ensure that the filters supplied meet the exhaust outlet temperatures requirements as per the Statement of Requirement at Schedule 3.
3C	MEETING REGULATIONS <ul style="list-style-type: none"> Explain how you would ensure that that the filters would meet German TRGS554 and UK COSHH (Regulation 7) emissions safety regulations
3D	EASE OF MOUNTING OF EQUIPMENT <ul style="list-style-type: none"> Describe how easily it will be to mount the supplier solution directly on the exhaust pipes of the vehicles as listed in Table 1 of the Statement of Requirements at Schedule 3
4.	DELIVERY REQUIREMENTS <ul style="list-style-type: none"> Explain how you will meet the delivery requirements as described in paragraph 8 of the Statement of Requirement at Schedule 3.

Evaluation of Price

9. Following the Commercial and Technical Evaluations, those tenders considered compliant in accordance with the guidance above will be evaluated in terms of their Price proposal.

10. The price for evaluation purposes shall be the total Firm Price offered by the tenderer, with the addition of any costs that the Authority evaluates are likely to be incurred by the MOD as a result of the tenderer's proposal.

Winning Tender

11. The winning tender will be the compliant tender (in accordance with the requirements identified in this Annex B) with the lowest price.

The Statement Relating To Good Standing

Contract Title: Publication and Authorship of an Illustrated Coffee Table Book: British Forces in Germany 1945-2019 - The Lived Experience

Contract Number: CB/BFG/0135

1. We confirm, to the best of our knowledge and belief, that [*insert potential supplier*] including its directors or any other person who has powers of representation, decision or control or is a member (administrative, management or supervisory body) of [*insert potential supplier*] has not been convicted of any of the following offences:
- a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
 - c. common law offence of bribery;
 - d. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
 - e. any of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:
 - (1) the offence of cheating the Revenue;
 - (2) the offence of conspiracy to defraud;
 - (3) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
 - (4) fraudulent trading within the meaning of section 458 of the Companies Act 1985, Article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006;
 - (5) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
 - (6) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; or
 - (7) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
 - (8) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or
 - (9) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Act;
 - f. any offence listed:
 - (1) in section 41 of the Counter Terrorism Act 2008; or
 - (2) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;

- g. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;
- h. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;
- i. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
- j. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;
- k. an offence under section 59A of the Sexual Offences Act 2003
- l. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994 or under section 71 of the Coroners and Justice Act 2009; or
- m. any other offence within the meaning of Article 57(1) of Public Contracts Directive –
 - (1) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland: or
 - (2) created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made.

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

- a. being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or is the subject of insolvency or winding-up proceedings, where our assets are being administered by a liquidator or by the court, where we are in an agreement with creditors, where our business activities are suspended or in any analogous situation arising from a similar procedure under the laws and regulations of any State;
- b. being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
- c. has not been convicted of a criminal offence relating to the conduct of its business or profession;
- d. has not entered into agreements with other suppliers aimed to at distorting competition;
- e. has not committed an act of grave misconduct in the course of its business or profession;
- f. has not had our contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract;
- g. has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- h. has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- i. is not guilty of serious misrepresentation in providing any information required by this Statement;
- j. in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;
- k. has fulfilled its obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time.

Organisation's name	
Signed (By Director of the Organisation or equivalent)	
Position	
Date	

TENDER RETURN LABEL

Not to be used for General
Correspondence with the Ministry

Affix
Stamp
Here


Army Commercial
Bldg 5, Catterick Barracks/Kaserne
Detmolder Strasse 440
33605 Bielefeld
Germany

Tender No: CB/BFG/0135
Due 11:00 CET 14 Aug 2017