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| --- |
| Mrs J Gardner |
| Contract Officer |
| Babcock DSG LtdI&RM, Building B15MOD Donnington, TelfordTF2 8JT Tel: +44 (0) 1952 967336 |
| Email: Julie.Gardner@babcockinternational.com  |

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| --- | --- | --- | --- |
|  |  |  |  |
| FNH UK LimitedPhoenix HouseSlade Green RoadErith, KentDA8 2HY |  |  | Your Reference:  |
|  |
|  | Our Reference:IRM18/5975  |
|  |
|  | Date: 1 June 18 |
|  |  |
|  |  |  |  |  |

Dear Mr A Franks,

**Invitation To Tender (ITT) Reference No. IRM18/5975**

1. You are invited to tender for The Supply of HMG, GPMG and 81mm Mortar Spares in competition in accordance with the attached documentation.
2. The requirement is for The Supply of HMG, GPMG and 81mm Mortar Spares.
3. The budget is £100,000 (Excluding VAT) for one year only.
4. The anticipated date for the contract award decision is 22nd June 2018. Please note that this is an indicative date and may change.
5. You must submit your Tender to arrive no later than 14th June at 10:00. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.
6. Please confirm receipt of this tender to the Contract Officer stated in the above address.

Yours faithfully

*Original copy signed*

|  |
| --- |
| Julie Gardner |
| Contract Officer |

Babcock DSG acting as the Authority’s Agent

**List of Suppliers Invited to Submit a Tender for ITT No IRM18/5975**

|  |  |  |
| --- | --- | --- |
| **Supplier Name** | **Supplier Address and Phone No** | **Supplier Point of Contact** |

 FNH UK Ltd Phoenix House, Slade Green Road Mr Ashley Franks

 Erith, Kent DA8 2HY

 01322 338052/07551150755

 Repaircraft PLC The Common, Cranleigh, Surrey Mr Adrian Stainton

 GU6 8LU

 01483 273536

# Invitation To Tender

**For**

**IRM18/5975**

**The Supply of HMG, GPMG and 81mm Mortar Spares**

## Contents

This invitation consists of the following documentation:

DEFFORM 47 – Invitation To Tender. The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:

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	+ Schedule of Requirements – Annex A to Schedule 2 Standardised Contracting Template 2 (SC2)
	+ Statement of Requirement – Annex B to DEFFORM 47
	+ Contract Conditions
	+ DEFFORM 111 – Appendix to Contract - Addresses and Other Information
	+ Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A)
	+ DEFFORM 28 – Tender Return Label
	+ Compliance Matrix

### DEFFORM 47 Definitions

**Section A – Introduction**

A1. “The Authority” This requirement is issued on behalf of the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"). In this Agreement, the Authority is acting as part of the Crown and Babcock DSG Limited will be conducting procurement and contract management activity as the Authority’s agent.

A2. “Tenderer” means the economic operator or group of operators in the form of a consortium, including sub-contractors, who have 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” Annex A to Schedule 2 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.

A7. The “Statement of Requirement” IRM18/5975 details the technical requirements and acceptance criteria Schedule 8 of SC2. The Statement of Requirement is attached at Annex B to this DEFFORM 47. This may include the System Requirements Document (SRD).

A8. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 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 Authority or 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:

1. tender process and timetable for the next stages of the procurement;
2. instructions and conditions that govern this competition;
3. information you must include in your Tender and the required format;
4. administrative arrangements for the receipt and evaluation of Tenders; and
5. Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.

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

A13. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage, listed on page 2 of this DEFFORM 47.

A14. The requirement was advertised by the Authority in the Contract Notice dated 10th May 2018 with reference to the requirement for Supply of Heavy machine Gun, General Purpose Machine Gun and 81mm Mortar Spares following the Restricted procedure under the Defence Security Public Contract Regulations 2011.

### ITT Documentation and ITT Material

A15. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

1. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
2. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
3. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
4. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A15.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
5. accept that any further disclosure of ITT Documentation or 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 return all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
8. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked ‘OFFICIAL-SENSITIVE’ or ‘SECRET’.

A16. Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A15 above.

**Tender Expenses**

A17. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

### Material Change of Control from Supplier Selection

A18. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

**Contract Conditions**

A19. Standardised Contract 2 (SC2) conditions are attached.

**Consultation with Credit Reference Agencies**

A20. As questions were asked, relating to financial and economic standing of potential suppliers, at Pre-Qualification Questionnaire Stage, there will be no need to consult with Credit Reference Agencies to assess your creditworthiness.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Initiated By** | **Submit to:** |
| Final date for Clarification Questions / Requests for additional information | 1st June 2018 | Tenderers | Julie GardnerContract Officer |
| Final Date for Requests for Extension to return date 2 | 4th June 2018 | Tenderers | Julie GardnerContract Officer |
| The Authority issuesFinal Clarification Answers | 4th June 2018 | The Authority | All Tenderers 3 |
| Tender Return | 14th June 2018 10:00 | Tenderers | The Tender Board, using DEFFORM 28 |
| Tender Evaluation | 22nd June 2018 | The Authority | N/A |

#### Notes

1. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.
2. 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 endeavour to ensure that you have at least 10 working days to submit your Tender.
3. Negotiations are not permitted under the Open or Restricted Procedures.

## Section C - Instructions on Preparing Tenders

### Tenders for Selected Contractor Deliverables

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

### Construction of Tenders

1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP, inclusive of carriage, packaging to the appropriate level (as detailed on Annex A to Schedule 2 – Price List) and bar code labelling. Prices shall be exclusive of Value Added Tax (VAT), which shall be levied at the standard rate. Prices must be Firm Prices for 1 year.
2. Where price breaks are applicable, you must provide the ‘Up To’ quantity.
3. To assist the Authority’s evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

**Validity**

1. In accordance with F3, your Tender must be valid / open for acceptance for 90 calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

**Variant Bids**

1. 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.

C7. The Authority cannot evaluate any Variant Bids during this competition.

**Section D – Tender Evaluation**

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

**The Tender Evaluation will be on the basis of: Lowest Price**

It is the Authority’s intention to award Contract Deliverables to the Tenderer offering the lowest Total Cost proposal, which has been demonstrated as technically compliant.

The Authority would like Tenderers to submit a tender for all Contractor Deliverables listed in the attached Annex A to Schedule 2.

The Total Cost of each Contract Deliverable shall be defined as the total cost of supplying all of the Contractor Deliverables at the estimated quantities listed at Annex A to Schedule 2 – Price List (the “Estimated Quantities”). The Estimated Quantities are provided for evaluation purposes only and on a strictly without commitment basis. Lead-time for each Contractor Deliverable, at column Y must be provided in working days.

The Authority does not wish to receive a Minimum Order Quantity (MOQ) against any Contractor Deliverable. If, by exception, the Tenderer deems it necessary to impose an MOQ then the Tenderer must provide adequate justification with the Tender. Should a quoted MOQ exceed the Estimated Quantities then the MOQ shall be used in its place to calculate the Total Cost.

Where the Authority reasonably considers that an offer for a particular line Contractor Deliverable has been skewed to supply an artificially low price for the Evaluation Quantity then the Authority reserves the right to consider the offer for that line item as non-compliant.

Mandatory Criteria checklist – Complete in Full.

The Tenderer shall, as a minimum, provide the following information with its Tender response:

The MPN stated must accurately reflect a valid reference to the NATO Stock Number as listed on the Codification Support Information System (CSIS; previously called ISIS) and the source of supply being from the corresponding NCAGE. 3:2 and 5:2 CSIS references shall always be considered a valid CSIS reference. In the absence of a 3:2 and 5:2 CSIS references, the Authority requires the Tenderer to provide:

(i) a statement of Fit, Form and Function from the manufacturer of the Contractor Deliverable, (ii) Technical Data Sheet with all relevant specifications which the Authority will use to determine a valid CSIS reference, this includes Contractor Deliverables where the supplier can confirm an error is present with the reference information currently held on CSIS.

Where an MPN does not reflect a current CSIS reference (an “Alternative Item”), the Authority requires the Tenderer to provide:

 (i) a statement of Fit, Form and Function from the manufacturer of the item,

 (ii) Technical Data Sheet with all relevant specifications in respect of such Alternative Item. The Authority will determine whether to accept the Alternative Item as compliant in terms of Fit, Form and Function as compared to the relevant 3:2 and 5:2 CSIS references. In making this determination the Authority reserves the right to request samples for such Alternative Item to be provided by the Tenderer.

The Tenderer must provide details of any suppliers (title and address) which do not have an NCAGE corresponding to the relevant NATO stock number on CSIS and from whom the Tenderer intends to source an item or sub-contract aspects of the manufacturing process to allow the authority to enhance CSIS if the supplied information is acceptable.

The Authority reserves the right to consider any bid where no MPN, an invalid MPN, no supplier details or invalid supplier details are provided without written evidence confirming fit, form and function from the manufacturer supported by technical data as non-compliant.

**Mandatory Criteria**

|  |  |  |
| --- | --- | --- |
| Returns completed in DEFFORM 47ST Annex A (Offer) |  | Pass / Fail |
| Commercially Sensitive information DEFFORM 539A |  | Pass / Fail |
| Returns completed Schedule of Requirements to Annex A |  | Pass / Fail |
| Returns completed DEFFORM 528 (PDQ) |  | Pass / Fail |
| Returns completed Statement of Good Standing |  | Pass / Fail |
| Compliance to specification, drawing and/or MPN confirmed for all Contract Deliverables at Annex A to Schedule 2 (any non-compliance should be annotated on Annex A to Schedule 2 with a copy of all relevant evidence of Fit, Form and Function plus the Technical Data Sheet) |  | Pass / Fail |

## Section E – Instructions on Submitting Tenders

### Submission of your Tender

E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserve the right to reject any Tender received after the stated date and time. You must provide one copy of the Proposal, i.e. one signed hard copy and one electronic copy, submitted on a CD. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition

E2. You must include the electronic copy of the priced Tender with the associated paper copy only. You must label CDs containing electronic copies of the Tender with “Includes Prices”. The electronic copies of the Tenders must be compatible with Microsoft Office Word 2010 and other MS Office 2010 applications. Do not password protect or encrypt any information on CD.

E3. You must complete and include DEFFORM 47 Annex A (Offer) with your Tender. Where you select ‘Yes’ to any questions you must attach the relevant information.

E4. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your priced Tender.

E5. You must submit your paper and CD copy in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.

E6. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.

E7. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.

E8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

### Samples

E9. Samples are not required.

## Section F – Conditions of Tendering

F1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to any offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. The Authority reserves the right to:

1. seek clarification or additional documents in respect of a Tenderer’s submission;
2. visit your site;
3. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
4. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;
5. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
6. withdraw this ITT at any time, or re-invite Tenders on the same or any alternative basis;
7. re-issue this ITT on a single source basis, in the event that this procurement does not result in a ‘competitive process’ as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and / or the Single Source Contract Regulations 2014;
8. choose not to award any contract as a result of the current procurement process;
9. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and / or:
10. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C4 and subject to paragraph F3.

F3. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C4. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings are instigated, challenging the award of the contract, prior to entry into contract, it is a condition of this ITT that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

### Conforming to the Law

F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

### Bid Rigging and Other Illegal Practices

F6. You must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline 0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

### Conflicts of Interest

F7. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.

F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:

1. 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 / non-disclosure agreements (e.g. DEFFORM 702);
6. the Authority’s rights of audit; and
7. physical and managerial separation.

Should your Tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.

### Government Furnished Assets

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

### Standstill Period

F10. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORM 158 is sent. Where this is not a working day, it extends to midnight at the end of the next working day.

### Publicity Announcement

F11. The Authority will publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition between suppliers. You should complete and return DEFFORM 539A as explained in the DEFFORM 47 Annex A and associated Appendix 1.

F12. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

F13. Under no circumstances should you confirm to any Third Party the Authority’s acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority’s announcement of the award of contract, whichever occurs first.

### Sensitive Information

F14. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross- governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom Of Information requests.

F15. For these purposes, the Authority may share within Government any of the Contractor’s documentation / information (including any that the Contractor considers to be confidential and / or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A and consent to SC2 Schedule 5 as part of the competition process. This allows the MOD to share information with other Government Departments while complying with our obligations to maintain confidentiality.

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

### Reportable Requirements

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

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

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

### Specific Conditions of Tendering

**Key Performance Indicators**

F21. The Contract shall contain a set of Key Performance Indicators, as detailed at Special Condition K1 of the Terms and Conditions, to measure the Contractor’s performance in areas such as delivery and quality. The Tenderer is invited to put forward additional KPIs to measure its performance, plus that of the Authority, in specific areas.

**Shelf Life**

F22. It shall be a requirement of the Contract that, where shelf life is a consideration, the Contractor shall declare to this effect and provide details against each Contractor Deliverable to be recorded at Annex A Schedule of Requirements to Schedule 2.

**Government Security Classifications**

F23. As of the 2nd April 2014, the new Government Security Classifications Policy (GSC) was introduced. A key aspect of this policy is the reduction in the number of security classifications used. This Tender and any subsequent contract that may be awarded to you as a result, is subject to protection under GSC. You are therefore encouraged to make yourself aware of the changes through the [Gov.uk GSC website](https://www.gov.uk/government/publications/government-security-classifications).

F24. The Authority hereby reserves the right to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by national law or government policy. Where this ITT is accompanied by any instructions on safeguarding classified information, e.g. a security aspects letter, the Authority reserves the right to amend the terms of these instructions, as a result of any changes in national law or government policy, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies, or otherwise. This may relate to the instructions on safeguarding classified information as they apply to the tender process and, or, any contract awarded to you as a result of this tender process.”

**Sustainable Development**

F25. The Authority is very committed to achieving sustainable development goals through educating the supply chain, developing performance measures and sharing best practice. This is not a condition to working with the Authority now or in the future, nor part of the contract. It is however a commitment on our part to encourage and support sustainable development and we are committed to working with you to this end. The Authority very much hopes that you share this commitment and we will discuss sustainable development further with the successful Tenderer during the performance of any resultant contract.

**Military Level Packaging**

F26. Military level Packaging shall be the responsibility of the Contractor. The Tenderer shall ensure that their bids reflect the full cost of any Contractor Deliverables that require packaging to a military level standard.

F27. Where the Tenderer intends to use a MPAS accredited specialist packaging Contractor to undertake military level packaging, the Tenderer shall submit with his bid details of the Contractor, including full title, address and contact details as a minimum.

**Firearms Procurement**

F28. The Contract will be for the supply of firearms components to the Authority. While it is not incumbent upon the Authority to inform tenderers of their legal obligations under the Firearms Act 1968 (as amended by the Firearms Acts 1988 and 1992) nor to verify that these obligations are complied with, the Authority does require that the tenderers hold any licences, registrations, permits or other authorities ('Permits') relating to firearms components, necessary legally to carry out the requirements of the Contract.

**Expenses**

F29. You will bear all costs associated with preparing, submitting and negotiating your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

**Contract Novation**

F30. The Authority may notify the Contractor that agreement has been reached to transfer the business and assets, or substantially all of the business and assets, of the Authority to Babcock DSG. The Contractor agrees that, if it is so notified by the Authority, then with effect from the Completion Date or other date as stipulated by the Authority at its sole discretion:

The Authority’s rights, obligations and liabilities under this Agreement will be automatically transferred to Babcock DSG in place of the Authority without the need for any consent or action by the Contractor or the Authority;

Babcock DSG will automatically become responsible for all future obligations (the “Assumed Obligations”) owed by the Authority to the Contractor in respect of this Agreement;

 The Authority will be released automatically from the Assumed Obligations.

The Contractor further agrees at the request of the Authority to enter into any further agreement or document and take any formal steps which are necessary or desirable at the time to give effect to these provisions.

If this Agreement is novated pursuant to paragraph 1 above then Babcock DSG shall only be able to assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part thereof with the prior written consent of the Contractor.

The Contractor shall disclose to Babcock DSG such Confidential Information (which may include commercially sensitive information) as may be requested for the operation of the Agreement. Where third-party consent is required before such Confidential Information can be disclosed, the Contractor shall use its best endeavours to obtain such consent. Babcock DSG shall only use such Confidential Information for purposes relating to the performance of the Agreement and for no other purposes.

The Authority reserves to itself the right at its sole discretion to appoint an agent to manage this Agreement, and to give directions to the Contractor, on its behalf. In the event of such appointment, the Authority will notify the Contractor of the identity of the agent and of the scope of the agent’s authority to so act.

ANNEX 1

**Dated**

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**Agreement to novate a contract**

between

**[Supplier]**

and

**Secretary of State for Defence**

and

**Babcock DSG Limited**

THIS AGREEMENT is dated [DATE]

**Parties**

[Supplier] incorporated and registered in England and Wales with company number [Number] whose registered office is at [Address] (**Continuing Party**).

SECRETARY OF STATE FOR DEFENCE (**MoD**).

BABCOCK DSG LIMITED incorporated and registered in England and Wales with company number 09329025 whose registered office is at 33 Wigmore Street, London W1U 1QX (**Babcock**).

**Background**

The Continuing Party and the MoD are party to a contract for the supply of HMG, GPMG and 81MM spares dated [DATE] (the **Contract**).

The MoD and Babcock entered into a Land Equipment Service Provision and Transformation Contract dated 31 March 2015 (the **SPC**) in respect of which certain services transfer, on a phased basis, from the MoD to Babcock. The MoD wishes to transfer its rights and obligations under the Contract to Babcock as part of the transfer of services under the SPC.

The MoD shall continue to be liable for any failure by it to perform its obligations under the Contract before the Effective Date, with Babcock assuming responsibility for all other liabilities so arising in the MoD's place.

The parties have therefore agreed to novate the MoD's rights, obligations and liabilities under the Contract to Babcock on the terms of this agreement with effect from [DATE] (**Effective Date**).

**Agreed terms**

**Novation**

With effect from the Effective Date, the MoD transfers all its rights and obligations under the Contract to Babcock. Babcock shall enjoy all the rights and benefits of the MoD under the Contract, and all references to the MoD in the Contract shall be read and construed as references to Babcock.

Babcock agrees to perform the Contract and be bound by its terms in every way as if it were the original party to it in place of the MoD.

The Continuing Party agrees to perform the Contract and be bound by its terms in every way as if Babcock were the original party to it in place of the MoD.

**Release of obligations and liabilities**

The Continuing Party and the MoD release each other from all future obligations to the other under the Contract.

Nothing in this agreement shall affect or prejudice any claim or demand that the Continuing Party or the MoD may have against the other under or in connection with the Contract arising before the Effective Date.

**Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Signed .....................................................

for and on behalf of SECRETARY OF STATE FOR DEFENCE

Date ........................................................

Signed ................................................................

for and on behalf of BABCOCK DSG LIMITED

Date ........................................................

Signed .....................................................

for and on behalf of [Supplier]

Date ........................................................

**Trade Control Model Clause 4**

**Introduction**

F31. Trade Control Model Clause 4 is intended to be used where Babcock is acting as customer and includes variant wording for where Babcock is not the end user of the goods and/or services being supplied.

1. **TRADE CONTROL COMPLIANCE**
	1. In performing their respective obligations under this Contract, both parties shall comply in all respects with any and all applicable Trade Control Laws.
	2. The Supplier shall without prejudice to its obligations under Clause [delivery]:
		1. in relation to any Items of Services to be provided pursuant to this Contract:
			1. prior to delivery of any Item or Service to the Customer, notify the Customer in writing of any Item or Service which is subject to Trade Control Laws, stating clearly:
				1. what the Supplier Controlled Items and/or Controlled Services are;
				2. relevant classification number(s) for each Supplier Controlled Item and/or Controlled Service controlled at a level higher than EAR99/AT if subject to U.S. law or specifically identified on applicable export control lists if not subject to U.S. law;
				3. the identity of the supplier of each Supplier Controlled Item or Controlled Service; and
				4. the specific Trade Control Laws to which those Supplier Controlled Items and/or Controlled Services are subject;
			2. prior to delivery of any Item of Service to the Authority, obtain all necessary Licences in respect of the Supplier Controlled Items and Controlled Services in order to enable the Supplier to perform its obligations under this Contract and to allow the transfer to and use by the Authority (including for employees and third parties) of the Supplier Controlled Items and Controlled Services as contemplated by this Contract;
			3. throughout the term of this Contract, maintain in place and comply with the terms of all necessary Licences obtained by the Supplier pursuant to Clause [1.2(a)(ii)];
			4. not do anything which would:
				1. cause any such Licences to be withdrawn or revoked by the relevant Issuing Authority; or
				2. otherwise put the Authority in breach of such Licences or relevant Trade Control Laws;
			5. on request, provide the Authority with all information and documentation as may be reasonably required by the Authority to verify and confirm that such Licences are appropriate and are in fact in place or as the Customer may require to comply with relevant Trade Control Laws;
			6. clearly mark Controlled Items and any physical packaging or, where the Controlled Item is included within and email or other electronic media, the media including the Controlled Item as such, identifying the specific Trade Control Laws to which the Items are subject; and
			7. obtain written approval from the Customer prior to transferring any Controlled Items to the Customer by e-mail.
		2. in relation to any Services to be provided pursuant to this Contract:
			1. [acknowledging that the Supplier is the expert in respect of the Services and has undertaken all necessary due diligence in order to ascertain all Items it will require access to in order to deliver the Services, identify to the Customer those Items:
				1. provided by the Authority or otherwise made available to the Supplier at the request or otherwise by or on behalf of the Customer [or the Authority]; or
				2. owned or controlled by the Authority,

to enable the Supplier to, or in respect of which the Supplier is required to, deliver the Services under this Contract which are Controlled Items;

* + - 1. on request, promptly provide the Customer with all information and documentation required by the Customer so that the Customer may obtain and maintain throughout the term of this Contract any necessary Licences in relation to any Customer Controlled Items;
			2. comply with the terms of any and all Licences obtained and maintained by the Customer pursuant to Clause [1.2(b)(ii)];
			3. not do anything which would:
				1. cause any such Licences to be withdrawn or revoked by the relevant regulatory authority; or
				2. otherwise put the Customer in breach of such Licences or relevant Trade Control Laws; and
			4. not use any Customer Controlled Items for any purposes other than for the delivery of the Services pursuant to this Contract.
	1. The Supplier shall not do or omit to do anything which would:
		1. put the Customer [or the Authority] in breach of any Trade Control Laws; or
		2. cause any Licence in respect of any Controlled Item or Controlled Service necessary for the performance of this Contract to be withdrawn by the relevant Issuing Authority or otherwise cause or result in a breach of the terms and conditions of a License by that party or any other party.

Any breach of this Clause 1.3 shall be deemed a material breach of this Contract for the purposes of Clause [*material breach clause*].

* 1. The Supplier shall ensure that any subcontractor it engages with is aware of its obligations under relevant Trade Control Laws and that any subcontract the Supplier enters into in order to fulfil its obligations under this Contract or any of them shall include terms no less onerous than those set out in this Clause [1].
	2. The Supplier shall not be relieved from its obligations under this Contract if and to the extent that any breach or failure to perform its obligations under this Contract arises directly or indirectly as a result of any failure by it to comply with its obligations under this Clause [1].

|  |  |
| --- | --- |
| **Controlled Items** | means any Items subject to any Trade Control Laws. |
| **Controlled Services** | means the Services or any part of the Services to be provided under this Contract which are or which become subject to any Trade Control Laws. |
| **Customer Controlled Items** | means any Controlled Items either:(a) provided by the Authority or otherwise made available to the Supplier at the request or otherwise by or on behalf of the Authority; or(b) owned or controlled by the Authority,to enable the Supplier to, or in respect of which the Supplier is required to, deliver the Services under this Contract. |
| **Items** | means any:(a) hardware, products or items;(b) any software, documentation and any related technical data included with, or contained in, such hardware, products or items; and(c) products utilising or incorporating any of (a) and (b) above. |
| **Issuing Authority** | means any governmental or regulatory authority responsible for mandating, withdrawing, enforcing, prosecuting or issuing any Trade Control Laws or Licences thereunder. |
| **Licences** | means any licence, permit, consent, authorisation or permitted exemption required pursuant to the Trade Control Laws. |
| **Supplier Controlled Items** | means the Controlled Items being supplied to the Authority by the Supplier pursuant to this Contract. |
| **Trade Control Laws** | means any and all export, import and trade control laws and regulations, as may be amended or replaced by an Issuing Authority, applicable to:* + 1. the goods, Items and/or Services, or any part of them, to be provided by the Supplier to the Authority pursuant to this Contract; or
		2. the end use or end user of any such goods, Items and/or Services, including without limitation[[1]](#footnote-1):
	1. UK Export Control Act 2002 and Export Control Order 2008;
	2. Council Regulation (EC) No 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items, as amended (also known as "EU Dual-Use Regulation"), and any implementing laws or regulations adopted by EU Member States;
	3. EU Regulation on Torture (also known as Regulation (EC) No 1236/2005));
	4. Council Common Position 2008/944/CFSP defining common rules governing control of exports of military technology and equipment ("EU Code of Conduct on Arms Exports"), and any implementing laws or regulations adopted by EU Member States;
	5. Directive 2009/43/EC of the European Parliament and of the Council of 6 May 2009 simplifying terms and conditions of transfers of defence-related products within the Community (as amended) and any implementing laws or regulations adopted by EU Member States;
	6. U.S. International Traffic in Arms Regulations (“ITAR”, 22 CFR Part 120-130);
	7. U.S. Export Administration Regulations (“EAR,” 15 CFR Parts 730-774);
	8. other applicable export, import and trade control regulations regarding defence-related hardware, software, technology or services;
	9. other sector specific provisions; and
	10. applicable trade embargoes and/or sanctions imposed by any international, supra-governmental or governmental organisation, department or body or authority, including those imposed against sanctioned countries as well as individuals and entities identified on restricted party lists.
 |

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#### Tender Ref No. IRM18/5975

**Ministry of Defence**

**DEFFORM 47 Annex A**

**Edn 11/17**

Tender Submission Document (Offer)

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

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

|  |
| --- |
| **Applicable Law** |
| I agree that any contract resulting from this competition shall be subject to English Law\*Where ‘No’ is selected, Scots Law will apply. | Yes / No\* |
| **Total Value of Tender (excluding VAT)** |
| £ ………………………………………………………………………………………………………………………WORDS ................................................................................................................................................................................ |
| **UK Value Added Tax** |
| If registered for Value Added Tax purposes, please insert: a. Registration No ..........................................b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £........................... |
| **Location of work (town / city) where contract will be performed by Prime:** |
| Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required) |
| Tier 1 Sub-contractor Company Name | Town / city to be Performed | Contractor Deliverables | Estimated Value | SMEYes / No |
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| **Mandatory Declarations** (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)): | **Tenderer’s Declaration** |
| Is the offer subject to the Authority contracting for all the Contractor Deliverables? | Yes\* / No |
| Is the offer made subject to a Minimum Order Quantity? | Yes\* / No |
| Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding? | Yes\* / No |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528 | Yes\* / No |
| Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions? | Yes\* / No |
| Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended? | Yes / No |

|  |  |
| --- | --- |
| Have you completed the compliance matrix/ matrices? | Yes / No / Not Required |
| 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 Commercially Sensitive Information Form (DEFFORM 539A)? | Yes / No |
| If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version? | Yes\* / No / N/A |
| Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012? | Yes\* / No |
| Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement? | Yes\* / No |
| Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by [EC](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32010R0744) [744/2010](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32010R0744)) of the European Parliament and of the Council. | Yes\* / No |
| Have you attached The Bank / Parent Company Guarantee? | Yes\* / No / Not Required |
| Have you complied with the requirements of the Military Aviation Authority Regulatory Articles? | Yes / No / Not Required |
| Have you completed the additional Mandatory Requirements? | Yes / No / Not Required |
| \*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer). |
| **Tenderer’s Declaration of Compliance with Competition Law** |
| We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:1. the offered price has not been divulged to any Third Party,
2. no arrangement has been made with any Third Party that they should refrain from tendering,
3. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,
4. no discussion with any Third Party has taken place concerning the details of either’s proposed price, and
5. no arrangement has been made with any Third Party otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.We agree that the Authority may share the Contractor’s information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A. |
| **Dated this.................. day of ................................................................... Year ........................** |
| **Signature: In the capacity of****.......................................................................................................**(Must be original) (State official position e.g. Director, Manager, Secretary etc.) |
| **Name:** (in BLOCK CAPITALS)**duly authorised to sign this Tender for and on behalf of:**(Tenderer's Name) | **Postal Address:****Telephone No:****Registered Company Number: Dunn And Bradstreet number:** |

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

**Edn 11/17**

**Information on Mandatory Declarations**

**Part Tender**

1. Under Condition of Tendering F1, the Authority reserves the right to order some or part of your Tender. If your offer is subject to the Authority contracting for all the Contractor Deliverables, select ‘Yes’ and provide further details in your Tender.

### Minimum Order Quantities

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

### IPR Restrictions

1. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding you must select ‘Yes’ in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding) .
2. If you have answered ‘Yes’ in Annex A (Offer) as directed by paragraph 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority’s ability to use or disclose the Contractor Deliverable, including export restrictions. 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 the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
	2. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
	3. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
	4. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.
3. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
4. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

### Notification of Foreign Export Control Restrictions

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

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

1. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8.. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528/PDQ or completing a new DEFFORM 528/PDQ.
2. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.
3. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 8.
4. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528/PDQ. 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. European Union (EU) legislation permits the use of various procedures to suspend customs duties.
2. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.
3. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty’s Revenue & Customs (HMRC) authorisations.

### Small and Medium Enterprises

1. The Authority is committed to supporting the Government’s small and medium-sized enterprise (SME) initiative; its ambitious target is that 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.
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 [Prompt Payment Code](http://www.promptpaymentcode.org.uk/).
3. Suppliers are also encouraged to work with the Authority to support the Authority’s SME initiative. Information on the Authority’s purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement).
4. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd

Web address: [www.contracts.mod.uk](http://www.contracts.mod.uk/feed) Tel No: 0845 270 7099

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

1. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister’s letter of May 2010 ([Government Transparency](https://www.gov.uk/government/policies/government-transparency-and-accountability) [and Accountability](https://www.gov.uk/government/policies/government-transparency-and-accountability)) and the information contained within the SC2 Conditions of Contract Clause A13.
2. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 (“the FOIA”) or the Environmental Information Regulations 2002 (“the EIR”).
3. You should complete the attached Tenderer’s Commercially Sensitive Information Form (**DEFFORM 539A)** explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.
4. You should note that while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

### Electronic Purchasing

24. Tenderers must note that use of the Babcock DSG Ltd electronic ordering and payment system is a mandatory requirement for this Contract. Unconditional acceptance of all references to the Babcock DSG Ltd electronic ordering and payment system is required. A failure to do so will result in your Tender being non-compliant.

### Change of Circumstances

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

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

26. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select ‘Yes’ and provide further details in your Tender.

**Military Aviation Authority (MAA) Requirements**

 27. There are no MAA Requirements.

**Bank or Parent Company Guarantee**

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

### The Armed Forces Covenant

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

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

1. [The Armed Forces Covenant](https://www.gov.uk/government/policies/armed-forces-covenant) provides guidance on the various ways you can demonstrate your support through the Corporate Covenant.
2. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry Of Defence

Main Building, Whitehall, London, SW1A 2HB

1. Paragraphs 30 - 33 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

## DEFFORM 47 Annex B

## Edn 11/17

**Statement of Requirement**

Babcock DSG Ltd - acting as agent to the UK Ministry of Defence ("the Authority") - has under consideration a 1 year Framework Agreement for The Supply of HMG, GPMG and 81mm Mortar Spares.

The duration of the Contracts shall be firm for 1 year.

All items within the scope of requirement are codified to NATO Stock Numbers (NSNs). All items must be supplied compliant to the drawings and specifications available, which are provided with this Invitation to Tender. Where drawings and specifications are not available, the Manufacturer's Part Number (MPN) as stated on the Codification Support Information Systems (CSIS) is to be supplied. The MPN supplied must accurately reflect a valid reference to the NSN as listed on CSIS and the source of supply being from the corresponding NATO Commercial And Government Entity (NCAGE). As a guideline, 3:2 and 5:2 references are preferable, and 3:9 and 5:9 references are deemed as obsolete references unless written evidence can be provided to the contrary. In exceptional circumstances, Tenderers shall be provided with a copy of the relevant drawing.

Babcock DSG Ltd reserves the right, post-Contract award, to approach the successful Contractor with a list of new requirements on a periodic basis. The Contractor shall be required to supply prices and lead-times for those items within a specified timeframe.

Any resulting contract shall contain a set of Key Performance Indicators to measure performance in areas such as delivery and quality, and shall include remedies for poor performance.

The Authority shall award the Contracts based upon best value for Defence in accordance with the process detailed at Section D of DEFFORM 47.

The Authority’s expectation is that prices under the terms of the Framework Agreement shall be firm (not subject to any adjustment) for one year.

1. Any specific control regimes which impact the goods and/or services or the end use or the end user in relation to such goods and/or services as contemplated by the contract or more generally should be listed. Commercial teams should liaise closely with the relevant Divisional Trade Control Manager and with the Ops team to ensure that this issue is reviewed and appropriately covered within the agreement. [↑](#footnote-ref-1)