



Ministry
of Defence

Your Reference:

Our Reference: 700059342 – DGM/1958

Date: 20th January 2021

Dear Sir/Madam,

Invitation To: Tender Reference Number: 700059342- DGM/1958 – General Munitions Packaging Support Solution

1. You are invited to tender for DGM/1958 - General Munitions Packaging Support Solution in accordance with the attached documentation.
2. The requirement is for the refurbishment and recycling of existing ammunition packaging, the procurement of supporting items such as pallets and tik seals, and with also a PDS tasking element. The full scope of work can be found on the draft Contract Annex B.
3. The anticipated date for the contract award decision is 31st May 2022, please note that this is an indicative date and may change.
4. You must submit your Tender via the Defence Sourcing Portal (DSP) no later than 18th April 2022 12pm.
5. Please confirm receipt of this Invitation to Tender to <REDACTED>. within 5 Business days of receipt to the following E-mail address: <REDACTED>.

Yours faithfully

<REDACTED>

700059342 – DGM/1958
Invitation to Tender
for the General Munitions Packaging Support
Solution

DEFFORM 47

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:
 - Section A - Introduction
 - Funding
 - DEFFORM 47 Definitions
 - Purpose
 - ITT Documentation and ITT Material
 - Tender Expenses
 - Material Change of Control from Supplier Selection
 - Contract Conditions
 - Consultation with Credit Reference Agencies
 - Other Information
 - Section B - Key Tendering Activities
 - Section C - Instructions on Preparing Tenders
 - Tenders for Selected Contractor Deliverables
 - Construction of Tenders
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 - Section D - Tender Evaluation
 - Stage 1 – Commercially Compliance
 - Stage 2 – Technical Mandatory Compliance
 - Stage 3 – Weighted Value for Money Calculation
 - Section E - Instructions on Submitting Tenders
 - Submission of your Tender
 - Samples
 - Section F - Conditions of Tendering
 - Conforming to the Law
 - Bid Rigging and Other Illegal Practices
 - Conflicts of Interest
 - Government Furnished Assets
 - Standstill Period
 - Publicity Announcement
 - Sensitive Information
 - Reportable Requirements
 - Specific Conditions of Tendering

The annexes to this DEFFORM 47 are:

Annex A - DEFFORM 47 Annex A – Tender Submission Document (Offer)

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

Annex B – The Statement Relating to Good standing

Annex C - Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)

Annex D - Cyber Implementation Plan

Annex E – TUPE Employee Information Workbook

Annex F – Year's 1 – 3 projected Requirement Workbook

Annex G – Supplier Assurance Questionnaire

Section A - Introduction

DEFFORM 47 Definitions

A2. "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.

A3. "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.

A4. "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.

A5. A "Tender" is the offer that you are making to the Authority.

A6. "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.

A7. "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.

A8. The "Statement of Work" details the technical requirements and acceptance criteria [Schedule 8 in SC2] of the Contractor Deliverables. The Statement of Work is attached at Annex B to the draft Contract. This may include the System Requirements Document (SRD).

A9. "Conditions of Tendering" means the conditions set out in the DEFFORM 47 that govern the competition.

A10. "Contract Conditions" means the attached conditions that will govern any resultant contract.

A11. A "Third Party" is any person who is not an employee of the Authority or Tenderer, as defined at A3.

Purpose

A12. 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 and timetable for the next stages of the procurement;
- 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.
- f. criteria and methodology for the evaluation of Tenders; and

A13. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A14. This ITT has either been issued to all potential Tenderers that were successful at the Pre-Qualification Questionnaire (PQQ) stage.

A15. This requirement was advertised by the Authority in the Defence Sourcing Portal dated 11th June 2021 using the Restricted procedure under the Defence & Security Public Contract Regulation 2011.

ITT Documentation and ITT Material

A16. 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:

- a. 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;
- b. 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;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A16.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;
- e. 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;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. 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
- h. 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'.

A17. 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 A16 above.

Tender Expenses

A18. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or

amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

Material Change of Control from Supplier Selection

A19. You must inform the Authority in writing as soon as you become aware of:

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

A20. If a change described in paragraph A19 occurs, the Authority may reassess you against the PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to proceed with the procurement.

A21. In relation to a change described in paragraph A19, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement

A22. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of its responses to the PQQ if:

- a. it fails to re-submit to the Authority the updated relevant section of its PQQ response providing details of such change in accordance with paragraph A21 as soon as is reasonably practicable and in any event no later than 10 business days following request from the Authority; or

b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified

Contract Conditions

A20. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the [Acquisition System Guidance \(ASG\)](#).

A21. The Contract terms and conditions and its associated Annex's are attached

Consultation with Credit Reference Agencies

A22. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

Other Information

A23: The Armed Forces Covenant

a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.

b. The Covenant is based on two principles:

- i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

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

c. The Armed Forces Covenant provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.

d. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management Ministry of Defence Holderness House
51-61 Clifton Street London EC2A 4EY

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

A24. Intellectual Property Rights

- a. As per reference A21, the Contract terms and conditions are attached to this tender in a draft format. The draft Contract contains DEFCON703 (EDN. 06/21) – INTERLLECTUAL PROPERTY RIGHTS – VESTING IN THE AUTHORITY.
- b. DEFCON 703 is included in accordance with Guidelines for Industry No.10.
- c. The IPR conditions in this Contract will result in one of 2 possibilities:
 - i. If the original equipment manufacturer (OEM) is successful in this this competitive tender, then the Contract shall be amended to same IP conditions as previously agreed between that supplier and the MOD for the articles in question if requested by that supplier.
 - ii. If a new supplier is successful in this competitive tender, then the Contract will stay as currently shared in this tender pack.

A25. Transfer of Undertakings (Protection of Employment) - TUPE

Applicability Of TUPE

- a. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is your responsibility to consider whether or not TUPE applies to this re-let and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this Invitation to Tender results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.
- b. If you have a contrary view to that of the Authority on the applicability of TUPE you are strongly encouraged to submit both a TUPE and non-TUPE tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non TUPE tender will be considered, otherwise the tender conforming to the Authority's view will be considered.

TUPE Information Provided For Tendering Purposes

- c. TUPE information in respect of the current employees is provided at Annex E. This information may be updated prior to contract award in which event the short-listed tenderers will be given an opportunity to revise or confirm tendered prices
- d. The information detailed at Annex E has been obtained from the contractor currently undertaking this task. The accuracy and completeness of this information cannot be warranted by the Authority. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the

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Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.

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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	28/03/2022 – 12:00pm	Tenderers	<REDACTED>
Final Date for Requests for Extension to return date	N/A	Tenderers	<REDACTED>
Bidders Conference	See note B1	<REDACTED>	
The Authority issues Final Clarification Answers	4 th April 2022	The Authority	All Tenderers
Tender Return	18/04/2022 – 12:00pm	Tenderers	Via DSP
Tender Evaluation	May 2022	The Authority	

Notes

B1. A Bidders Conference is to be held, expected 4 weeks after the tender release date. DGM Commercial will confirm the date, location and agenda of this meeting as soon as the details are known.

B2. The Tenderer must make requests for an extension in writing (via the DSP) 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.

B3. 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.

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

C1. The Authority reserves the right to reject all or part of your Tender where you have not tendered for all of the Contractor Deliverables.

Construction of Tenders

C2. Your Tender must be written in English. Prices must be in £GBP ex VAT. Prices must be Firm for years 1-3.

C3. As part of your tender submission, you should complete the DEFFORM 47 Annex F – Year's 1 – 3 projected Requirement Workbook. This will be evaluated in accordance with Section D of this DEFFORM 47.

C4. Your submission should also include a completed Tender Submission Document (Offer) which can be found at Annex A to this DEFFORM 47.

C5. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C4. In accordance with F3 your Tender must be valid / open for acceptance for 120 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

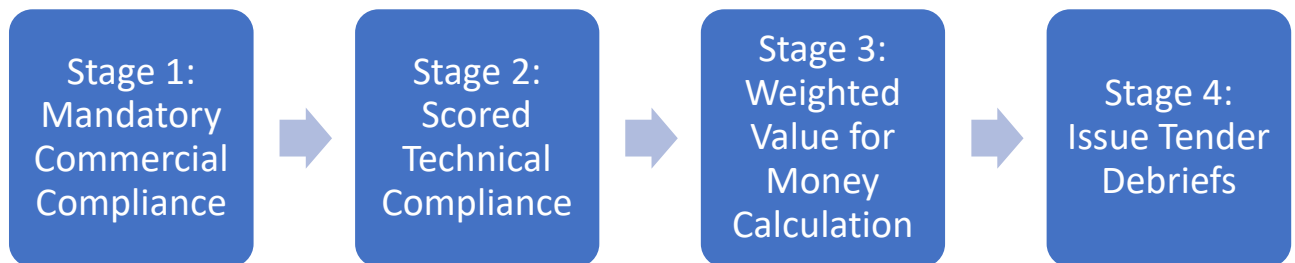
C5. The Authority will not accept variant bids

Section D - Tender Evaluation

D1. This section details how your Tender will be evaluated.

D2. The Tender process is as follows in Figure 1. Stage 1 evaluates the commercial compliance, which the Tender must be compliant with all the Mandatory criteria outlined at Table 1 to proceed to Stage 2. Any Tenderers to mark 'Non-compliant' shall obtain a 'FAIL'. For the avoidance of doubt, those Tenderers who pass Stage 1 Commercial compliance section will be evaluated under the Technical Scoring Criteria (Stage 2). At Stage 2, the Tender response is marked in accordance with the marking criteria in Table 2 of Section D. At Stage 3, the Tenderer's marks are transformed into the Value for Money calculation at Paragraph D7. The Tenderer's marks from the Value for Money will be ranked and Tender Debriefs shall be issued to the successful and unsuccessful Tenderers at Stage 4.

Figure 1 – Tendering Process



D3. The Tender Evaluation shall be carried out in accordance with the "Most Economically Advantageous Tender (MEAT)" Weighted Value for Money Index method. The Contract shall be awarded to the Tenderer with the highest Value for Money Index score.

D4. The Authority reserves the right to deem a tender non-compliant and exclude any Tenderer from the competition who achieves less than an 'adequate response' in any of the Technical criteria (questions 1 - 8).

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D.5 The technical questions recorded at Table 2 below are scored and weighted as follows:

Criterion	Description	Possible Scores	Max Score
1	Waste Stream Management	0, 5, 10, 15	15
2	Disposal Requirement	0, 5, 10, 15	15
3	Refurbishment Process	0, 5, 10, 15	15
4	GFE	0, 1, 3, 6	6
5	PDS	0, 3, 6, 9	9
6	Transport Plan	0, 1, 3, 6	6
7	Large Volume Requirement	0, 4, 8, 12	12
8	Quality Management	0, 4, 8, 12	12
9	Social Value – Training and Employment	0, 1, 1.5, 2, 2.5	2.5
10	Social Value - Influence staff, suppliers, customers and communities	0, 1, 1.5, 2, 2.5	2.5
11	Social Value - Demonstrate action to identify and tackle inequality	0, 1, 3, 4, 5	5

D6. For the purposes of the value for money calculation and the 'price' element of the calculation, tenderers should base their price submission (including submission of the DEFFORM 47 Annex A Tender Submission Document) on the following scenario:

- The tenderer should use the Authority's 3-year projected requirement workbook at DEFFORM 47 Annex F to price their tender response.
- The tenderers DEFFORM 47 Annex A (Tender Offer) price shall be based on the overall 3-year requirement. In completion of the years 1 – 3 sheets, the workbook shall generate an overall tender price.
- The 3-year price submitted in the workbook and DEFFORM 47 Annex A shall be the price used for the value for money assessment, in accordance with D6.
- The requirement numbers and subsequent price are to be used for tender assessment purposes only and are subject to change throughout the life of the Contract as the Authority's requirement changes.
- Completion of the workbook should include UPC (Unit Price Cost) for each item/condition, which will be included in Annex D to the Contract.
- The Tenderer must provide a price for each item on the workbook. If the Tenderer does not, they will be deemed non-compliant, and the Authority reserves the right to reject their tender.

D7. Stage 3 - The Overall Tender Score shall be calculated as follows, using the Weighted Value for Money Index:

$$\frac{\text{Non-cost score}^{wQ/wC}}{\text{price}}$$

Where:

wQ = weighting of non-cost criteria (40%)

wC = weighting applied to cost (60%)

D8. A worked example can be found at Table 1:

Table 1: Overall Tender Score Worked Example

Tender	Non-cost score	Price (£m)	Weighted Value for Money Index	Rank
A	90	30	0.669 (3 sf)	2
B	85	35	0.55 (3 sf)	4
C	80	29	0.640 (3 sf)	3
D	82	28	0.674 (3 sf)	1

Note: 30.1 = £30,100,000, for the purposes of the example, the figures have been rounded to 3 significant figures (sf).

D9. The total available marks for technical is 100. This example demonstrates that Tenderer D produced the highest Weighted Value for Money index, providing more quality/non-cost score and is therefore the winning tenderer.

Final Selection and Contract Award

D10. Once the Tender Evaluation has been completed, the Authority shall issue Supplier debriefs to Successful and Unsuccessful Tenderers and a 10-day standstill shall be enforced.

D11. When the standstill period has elapsed, the Authority shall award the final Contract to the Successful Tenderer.

D12. To reiterate the above, an outcome of 'FAIL' on any mandatory Commercial (Part 1) criteria will result in the tender being deemed non-compliant. In this situation, the Authority reserves the right to exclude the tender from the competition.

Stage 1 – Mandatory Commercial Compliance

D13. The Commercial Evaluation is the first stage of the evaluation, where Tenders will be assessed for mandatory Commercial Compliance as per the criteria in Table 1 below. The Commercial Assessment will be carried out independently by the DGM Commercial Team and will not include any of the Technical Assessors.

D14. Only Tenders that are deemed Commercially compliant will be taken forward to Stage 2. Tenderers shall indicate either Full or Non-Compliance. Where Non-Compliant, the Tenderer shall be marked as 'FAIL'. The Authority reserves the right to exclude any Tenderer from the competition who obtain a 'FAIL' in any of the mandatory criteria.

D15. To complete stage 1, the Tenderer is required to complete the table 1 below.

D16. If Tenderers fail to provide any element of the information at Table 1 – Commercial Compliance, then their Tender will be considered Non-Compliant and shall be marked as 'FAIL' in Commercial Evaluation (Stage 1).

Table 1: Commercial Compliance

Draft Contract Terms and Conditions	Full Compliance (FC), or Non-Compliance (NC)	For any Non-Compliances, please state the reason why the offered response is not fully compliant.
Section 1 – Schedule of Requirements		
Section 2 – General Conditions		
Section 3 – Specifications and Plans		
Section 4 – Price		
Section 5 – Intellectual Property Rights		
Section 6 – Loans		
Section 7 – Delivery		
Section 8 – Payments/ Receipts		
Section 9 – Contract Administration		
Section 10 – Performance Management and Performance Remedy		
Section 11 – Additional DEFSTANS and STANAG's		
Draft Contract Supporting Documentation	Full Compliance (FC) or Non-Compliance (NC)	For any Non-Compliances, please state the reason why the offered response is not fully compliant.
Appendix 1 – DEFFORM 111		
Annex A – Security Aspects Letter		
Annex B – Statement of Work		
Annex C – Refurbishment Order Form		
Annex D – Agreed Rates		
Annex F - Ad-Hoc Tasking Form		
Annex G – GFA Register		
Annex H – Key Performance Indicators		
Annex I – TUPE Transfer Regulations		
Annex J – Personal Data Particulars		
Annex K – Gainshare Proposal Form		

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Documents to be completed and returned		
Completion of DEFFORM 47 Annex A Tender Submission Document (Offer) – See section D5 for more information on the submission of this document		
Completion of DEFFORM 47 Annex B – The Statement Relating to Good standing		
Completion of DEFFORM 47 Annex C – Contractor's Commercially Sensitive Information Form		
Completion of DEFFORM 47 Annex F – Year's 1 – 3 projected Requirement Workbook		
<p>Tenderers must complete a Supplier Assurance Questionnaire (SAQ) against the risk assessment reference number: RAR-116203899 using this link SAQ, (also attached at Annex G) which must be returned to ISSDes-DCPP@mod.gov.uk on completion.</p> <p>If the Tenderer does not meet the required cyber compliance, they must submit a Cyber Implementation Plan (Annex D for the Authority to assess to determine whether the risk is manageable. If the risk is not manageable, the Tenderer will be deemed commercially non-compliant and shall be excluded from the competition. If the risk is manageable, cyber security will be monitored by the Authority</p>		
Submission of all plans requested in technical questions 1-11 referenced in table 2 below		
Completion of Draft Contract Annex D – Agreed Rates		
Completion of Draft Contract Annex G – GFA Register		
Completion of Draft Contract Annex J DEFFORM 532 – Personal Data Particulars		

Stage 2 – Scored Technical Compliance

D17. Tenderers are reminded that only Commercially compliant Tenders (Stage 1) will be evaluated Technically at Stage 2.

D18. Tenderers shall then be evaluated in accordance with the Technically Scored criteria below at Table 2 and the Weighted Value for Money Index Score calculated in accordance with the process outlined in Section D of the DEFFORM 47.

D19. Stage 2 shall be evaluated by Technical, Quality and Project Management assessors. The assessors shall mark the Tenderers independently of one another and a consensus meeting shall be held to agree an appropriate score. The Authority reserves the right to

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deem a tender Non-Compliant and exclude any Tenderer from the competition who achieves less than an 'adequate response' in any of the Technical criteria (questions 1 – 8).

Table 2: Technical Scored Compliance

Criterion No.	Tenderers to Provide	Scoring	Scores:
1	<p>The Tenderers shall provide evidence of a waste stream processing strategy and provide the Authority with their capability to satisfy the Authorities requirement.</p> <p>Supply a Waste Management Plan. (Tenderer to supply attachment)</p> <p>Supply evidence how they will dispose of hazardous waste.</p> <p>Detail recycling activity for each of the materials detailing processes and control of hazardous metals, or other substances.</p> <p>Show evidence your organisation is familiar with ensuring the maximum number of waste streams are closed loop, resulting in either cost neutral or a mutual benefit and gainshare to the Authority.</p> <p>Provide a copy of your waste carrier/broker registration.</p> <p>Provide evidence of skillset, including training plans, of how they will determine what waste articles</p>	<p>Comprehensive Response: 15 The response comprehensively demonstrates that the Tenderer has a strong and robust understanding of waste stream processing requirements and demonstrates that appropriate management structures are in place with a clear organisational structure including key roles & responsibilities to meet the Authorities requirements. The response also considers actual material types and their appropriate waste streams including but not limited to wood, metal, HDPE EPP, EPS, EPE. Plus, any waste generated by the refurbishment process.</p> <p>Adequate Response: 10 The response clearly demonstrates that the Tenderer understands waste stream requirements of the Authority. The submission lacks the provision of full supporting documentation (waste carrier/broker registration) and/or level of detail to achieve a Comprehensive Response. There is sufficient evidence to demonstrate a method and process for controlling the waste materials with key roles and responsibilities that support delivery of this, is adequately understood.</p> <p>Inadequate Response: 5 The response fails to demonstrate that the Tenderer has an acceptable understanding of the Authorities waste stream and recycling requirements. The submission lacks provision of supporting documentation and/or level of detail to achieve an Adequate Response. This may include where the</p>	0, 5, 10, 15 Marks

	are and how you will sentence it to the appropriate waste stream.	<p>Tenderer fails to demonstrate that an appropriate waste streams are in place, &/or fails to demonstrate a method and process to control the waste stream and recycling as a result of the refurbishment process, or inadequate evidence supplied.</p> <p>No Evidence Presented: 0</p>	
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2	<p>Provide evidence of how you will manage disposal activity when supplied with a disposal requirement from the Authority. Show how you will provide schedule and disposal plan for items which are codified and non-codified. Demonstrate how you will manage a disposal plan and a programme of work.</p>	<p>Comprehensive Response: 15 The response comprehensively demonstrates that the Tenderer has a strong and robust understanding of disposal management requirements of the Authority. The Tender has provided a detailed Disposal Plan that details;</p> <ul style="list-style-type: none"> - Schedule and Disposal Plan for Codified and non-codified items - Appropriate methods of disposal for different material types - Disposal machinery at Tenderers' premises - Disposals activity which will be outsourced - How the Tenderer will manage a programme of work from the Authority <p>Adequate Response: 10 The response clearly demonstrates that the Tenderer understands the disposal management requirements of the Authority. However, the submission lacks detail of how the Tenderer might manage a programme of work /or detail of capability held at Tenderers premises but the methods of disposal activity when supplied with a disposal requirement from the Authority is adequately understood.</p> <p>Inadequate Response: 5 The response fails to demonstrate that the Tenderer has an acceptable understanding of Disposal activity management. The submission lacks provision of detail of how the Tenderer will manage a disposal activity or any details of how the Tenderer will provide a schedule and disposal plan for any items detailed in a disposal requirement from the Authority.</p> <p>No Evidence Presented: 0</p>	0, 5, 10, 15 Marks
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3	<p>The Tenderer shall provide a method, process and equipment capable of meeting the Authority's refurbishment requirements, including, but not exclusively the following:</p> <ul style="list-style-type: none"> a. Remove all old coatings and stencil markings correctly from containers being processed with minimal or nil substrate loss and distortion to the condition of the container it arrived in. b. Be able to accommodate all sizes of container and able to utilise a variety of methods for repair. c. A wet paint capability that will be able to meet the required volume stipulated by the authority. d. A networked data logging system of temperature monitoring with reporting capability. e. Provision of evidence that shows you have access to a safe paint and stoving system. 	<p>Comprehensive Response: 15 The response comprehensively demonstrates and describes how that the Tenderer will provide a robust and implementable strategy to successfully adhere to points A-F in this question to meet the Authority's requirements. A comprehensive response should also include a mitigation description against the following events: staff shortages, unexpected events including environmental threats and surges in demand should be considered. This instils a Very High confidence in the potential provider's capability to provide business continuity, through detailing how the plan will be implemented in conditions specific to the Requirement.</p> <p>Adequate Response: 10 The response clearly and adequately demonstrates and describes how the Tenderer shall provide a method, process and equipment capable of meeting the Authority's requirements in points A-F in the question.</p> <p>The response adequately describes an implementable strategy to these refurbishment tasks, there is an adequate description of the Tenderers capability in-house and/or outsourced. This instils an Adequate level of confidence in the Potential Provider's capability to carry out refurbishment operations required by the Authority.</p> <p>Inadequate Response:5 The response fails to demonstrate that the Tenderer has an acceptable understanding of the refurbishment tasks and inadequately demonstrates a workable solution to carry these tasks out to meet the Authority's requirements. This instils little confidence with the potential provider's capability to carry out refurbishment tasks. It is assessed that there is High risk associated with the ability of the potential provider to deliver the capability requested.</p>	0, 5, 10, 15 Marks
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OFFICIAL SENSITIVE - COMMERCIAL

	<p>f. Provision of a maintenance programme to your paint systems including stoving.</p> <p>g. Explain how the methods you propose will adhere to MOD Environment Policy.</p>	No Evidence presented - 0	
4	<p>Show how your organisations experience in reporting on Assets in Industry and Government Furnished Equipment can be applied to the Authorities Requirement in accordance with DEFSTAN 05-99 and DEFCON 694.</p>	<p>Comprehensive Response: 6 Tenderer provides a comprehensive plan and explanation of how they intend to report on assets in industry Government Furnished Equipment and demonstrates they can comply with relevant DEF STANs and regulations in line with the Authority's requirements.</p> <p>Adequate Response: 3 The Tenderer provides a sufficiently detailed plan of how they intend to report on assets in industry and Government Furnished Equipment, and demonstrates they can comply with relevant DEF STANs and regulations in line with the Authority's requirements.</p>	0, 1, 3, 6 Marks

OFFICIAL SENSITIVE - COMMERCIAL

		<p>Inadequate Response: 1 The Tenderer provides a plan with insufficient detail of how they intend to report on assets in industry and Government Furnished Equipment, and does not demonstrate they can comply with relevant DEF STANs and regulations in line with the Authority's requirements.</p> <p>No Evidence Presented: 0</p>	
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5	<p>Post Design Services (PDS)</p> <p>Your organisation must have proven capability to deploy specialists to carry out or support all PDS activities within this requirement.</p> <p>Explain how your company will provide the specialist capability to the following key points to support this Contract:</p> <ul style="list-style-type: none"> ■ Configuration Management ■ Obsolescence Management ■ Technical reporting ■ Function and Design reporting ■ Engineering Surveys ■ Modification Implementation ■ Design/Prototype testing ■ New Component Design and Testing ■ Technical Documentation ■ Onsite Training ■ Manufacture 	<p>Comprehensive Response: 9 Submission clearly demonstrates that all key points in the question are fully evidenced, suitably qualified staff have been nominated to carry out those duties that meet the requirements detailed in an organisational breakdown structure and evidence provided how they will fully meet the Authority's PDS requirements.</p> <p>Adequate Response: 6 All points are defined and adequately described but not all are fully detailed within the Tenderers answer that fully meet the PDS requirements. However, the Tenderer has shown how they will obtain all capabilities by the Contract award date by providing an organisational breakdown structure showing different skillset and delegation of responsibilities for carrying out the Authority's requirement</p> <p>Inadequate Response: 3 Roles not fully defined or limited evidence that the Tenderer can meet the necessary PDS tasks that the Authority demands within this Contract requirement.</p> <p>No Evidence Presented: 0</p>	0, 3, 6, 9 Marks
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OFFICIAL SENSITIVE - COMMERCIAL

6	<p>Supply a Transport Plan for each of the regions detailed in the Statement of Work (Annex A to the Contract), detailing any sub-contractors likely to be used. This is to include the return of containers and packaging back to a nominated Defence Munition Site.</p>	<p>Comprehensive Response: 6 Tenderer provides a comprehensive Transport Plan which meets the Authorities requirement at Annex A to the Contract and explanation of how they intend to transport Government Furnished Assets to the regions detailed within the Statement of Work to and from Defence Munitions sites and proposed recycling centres.</p> <p>Adequate Response: 3 The Tenderer provides a Transport Plan in sufficient detail of how they intend to carry out transport of Government Furnished Assets in accordance with the Statement of Work. The Tenderer demonstrated details of delivery sub-contractors to be used and the pallet/volumetric load the Tenderers vehicles can carry and details of the availability of these vehicles.</p> <p>Inadequate Response: 1 The Tenderer provides a Transport Plan which insufficiently details how they intend to Transport Government Furnished Assets in accordance with the Statement of Work.</p> <p>No Evidence Presented: 0</p>	0, 1, 3, 6 Marks
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OFFICIAL SENSITIVE - COMMERCIAL

OFFICIAL SENSITIVE - COMMERCIAL

7	<p>Demonstrate how the Tenderer will refurbish large volumes of metal, wood, and plastic containers of various sized including Unit Load Containers (ULC) including any previous experience over the last three years.</p>	<p>Comprehensive Response: 12 The Tenderer provides a comprehensive response detailing a clear and precise plan on how they will intend to meet and manage the Authorities refurbishment requirements going forward. This can be supported by a number of clear examples of successful refurbishment work carried out by or on behalf of the tenderer previously which includes large volumes of metal, wood and plastic containers of various sizes. They must provide the Authority with high confidence that a fully plausible and resourced process shall be in place at Contract award to ensure that tier 2/3 suppliers deliver in accordance with the Authority's delivery requirements.</p> <p>Adequate Response: 8 The Tenderer provides an adequate response to the question in sufficient detail. The tenderer provides at least one good example in the last 3 years of large-scale refurbishment work involving large volumes of metal, wood, and plastic containers of various sizes.</p> <p>Inadequate Response: 4 The Tenderer provides an example with insufficient detail and does not provide confidence in their ability to meet the requirements to refurbish large volumes metal, wood and plastic containers of various sizes. The Tenderer demonstrates more than one example which lacks detail of volume and types of material refurbished.</p> <p>No Evidence Presented: 0</p>	0, 4, 8, 12 Marks
8	<p>Please provide a draft copy of a Quality Plan which demonstrates how the Tenderer intends to meet the requirements of AQAP 2105 Ed C for this contract, in particular, evidencing how your company will;</p>	<p>Comprehensive Response: 12 The draft Quality Plan provides assurance against the majority of AQAP 2105 Ed C requirements and evidences, in particular:</p> <ul style="list-style-type: none"> • The exact scope / context of this Contract 	0, 4, 8, 12 Marks

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	<ul style="list-style-type: none"> • Develop a plan specific for the scope of this contract • Manage your supply chain quality risks and ensure flow down / compliance with contract quality requirements • Provide access to the Authority (or its representative) to your (and your suppliers') premises upon request • d. Identify and communicate to the Authority any Free From Explosives [FFE] violations encountered during the delivery of this contract 	<ul style="list-style-type: none"> • Supply chain risk management, which includes how mitigation actions will be conducted and how applicable contract quality requirements shall be flowed down and compliance assured within the supply chain • How access and facilities will be provided to the Authority for their premises and how access will be facilitated for their supply chain's premises • A process in the event of an FFE violation, including how these will be reported to the Authority <p>Adequate Response: 8 The draft Quality Plan provides assurance against half of AQAP 2105 Ed C requirements and evidences, in particular:</p> <ul style="list-style-type: none"> • A similar scope / context of this contract • Supply chain risk management and how contract quality requirements shall be flowed down to the supply chain • How access and facilities will be provided to the Authority for their premises • A process in the event of an FFE violation <p>Inadequate Response: 4 – The draft Quality Plan provides assurance against few of AQAP 2105 Ed C requirements and evidences, in particular:</p> <ul style="list-style-type: none"> • The scope / context of a contract • A general approach to risk management and what contract quality conditions apply to this contract • How access will be provided to the Authority for their premises • FFE violations as a risk <p>No Evidence presented: 0</p> <ul style="list-style-type: none"> • No plan submitted / No evidence of particular AQAP 2105 requirements listed above 	
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OFFICIAL SENSITIVE - COMMERCIAL

OFFICIAL SENSITIVE - COMMERCIAL

Social Value			
<p>9</p> <p>Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors</p>	<p>Describe the commitment your organisation will make to ensure that opportunities under the Contract deliver the Policy Outcome and Award Criteria. Please include:</p> <ul style="list-style-type: none"> • your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and • a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency • how you will influence staff, suppliers, customers and communities through the delivery of the Contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering 	<p>Excellent: 2.5 (exceeds all of the Model Award Criteria). The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows:</p> <ul style="list-style-type: none"> • Very good understanding of the requirements. • Excellent proposals demonstrated through relevant evidence. - Considerable insight into the relevant issues. • The response is also likely to propose additional value in several respects above that expected. • The response addresses the social value policy outcome and also shows in-depth market experience <p>Very good: 2 (exceeds some of the Award Criteria) The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> • Good understanding of the requirements. • Sufficient competence demonstrated through relevant evidence. • Some insight demonstrated into the relevant issues. • The response addresses the social value policy outcome and also shows good market experience. 	<p>0, 1, 1.5, 2, 2.5 Marks</p>

OFFICIAL SENSITIVE - COMMERCIAL

		<p>Good: 1.5 (meets all of the Award Criteria) The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> • Good understanding of the requirements. • Sufficient competence demonstrated through relevant evidence. • Some insight demonstrated into the relevant issues. • The response addresses most of the social value policy outcome and also shows general market experience <p>Poor: 1 (meets some of the Award Criteria) The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following:</p> <ul style="list-style-type: none"> • There is at least one significant issue needing considerable attention. - Proposals do not demonstrate competence or understanding. • The response is light on detail and unconvincing. • The response makes no reference to the applicable sector but shows some general market experience. • The response makes limited reference (naming only) to the social value policy outcome set out within the invitation <p>Fail: 0 the response completely fails to meet the required standard or does not provide a proposal.</p>	
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<p>10 Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement</p>	<p>Describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include:</p> <ul style="list-style-type: none"> • your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and • a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency • how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering 	<p>Excellent: 2.5 (exceeds all of the Model Award Criteria). The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows:</p> <ul style="list-style-type: none"> • Very good understanding of the requirements. • Excellent proposals demonstrated through relevant evidence. - Considerable insight into the relevant issues. • The response is also likely to propose additional value in several respects above that expected. • The response addresses the social value policy outcome and also shows in-depth market experience <p>Very good: 2 (exceeds some of the Award Criteria) The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> • Good understanding of the requirements. • Sufficient competence demonstrated through relevant evidence. • Some insight demonstrated into the relevant issues. • The response addresses the social value policy outcome and also shows good market experience. <p>Good: 1.5 (meets all of the Award Criteria) The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> • Good understanding of the requirements. 	<p>0, 1, 1.5, 2, 2.5 Marks</p>
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		<ul style="list-style-type: none"> • Sufficient competence demonstrated through relevant evidence. • Some insight demonstrated into the relevant issues. • The response addresses most of the social value policy outcome and also shows general market experience <p>Poor: 1 (meets some of the Award Criteria) The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following:</p> <ul style="list-style-type: none"> • There is at least one significant issue needing considerable attention. - Proposals do not demonstrate competence or understanding. • The response is light on detail and unconvincing. • The response makes no reference to the applicable sector but shows some general market experience. • The response makes limited reference (naming only) to the social value policy outcome set out within the invitation <p>Fail: 0 the response completely fails to meet the required standard or does not provide a proposal</p>	
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<p>11</p> <p>Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce</p>	<p>Describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria.</p> <p>Please include:</p> <ul style="list-style-type: none"> • your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and • a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency • how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering 	<p>Excellent: 5 (exceeds all of the Model Award Criteria). The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows:</p> <ul style="list-style-type: none"> • Very good understanding of the requirements. • Excellent proposals demonstrated through relevant evidence. - Considerable insight into the relevant issues. • The response is also likely to propose additional value in several respects above that expected. • The response addresses the social value policy outcome and also shows in-depth market experience <p>Very good: 4 (exceeds some of the Award Criteria) The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> • Good understanding of the requirements. • Sufficient competence demonstrated through relevant evidence. • Some insight demonstrated into the relevant issues. • The response addresses the social value policy outcome and also shows good market experience. <p>Good: 3 (meets all of the Award Criteria) The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> • Good understanding of the requirements. 	<p>0, 1, 3, 4, 5 Marks</p>
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		<ul style="list-style-type: none"> • Sufficient competence demonstrated through relevant evidence. • Some insight demonstrated into the relevant issues. • The response addresses most of the social value policy outcome and also shows general market experience <p>Poor: 1 (meets some of the Award Criteria) The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following:</p> <ul style="list-style-type: none"> • There is at least one significant issue needing considerable attention. - Proposals do not demonstrate competence or understanding. • The response is light on detail and unconvincing. • The response makes no reference to the applicable sector but shows some general market experience. • The response makes limited reference (naming only) to the social value policy outcome set out within the invitation <p>Fail: 0 the response completely fails to meet the required standard or does not provide a proposal</p>	
Total Technical Score			100

Section E - Instructions on Submitting Tenders

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by 18th April 2022 12pm. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITT – DGM/1958. Only evidence/ responses submitted directly to the DSP will be assessed by the Authority. Please do not upload links that direct to external websites, videos or information.

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

E3. The Authority may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the Authority or provide clarification after the Tender return date. For example, this may include, but is not limited to, redacting pricing information in the unpriced copy of the tender, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the DSP on how they can correct such irregularities which must be completed by the deadline set. The Authority will cross reference the amended Tender with the original Tender submitted to the DSP before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the Authority, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the Authority, this will result in a non-compliant bid.

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP.

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact [insert Commercial Officer email or telephone number] to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

E6. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to DSP with your Tender as a PDF (it must be a scanned original).

E7. Please refer to the Tender Submission Check List on the next page for a complete list of documentation and information that should be provided as part of your tender response

Samples

E9. Samples are not required

Lots

E10. This requirement has not been split into lots.

Section F - Conditions of Tendering

F1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a Contract as a result of this competition or at a later stage. Neither does the issue of this ITT or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.

F2. The Authority reserves the right to, but is not obliged to:

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

F3. The Contract will be 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.

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:

<REDACTED>

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. There may be instances where it is essential that you do not have a Conflict of Interest (COI).

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:

- a. manner of operation and management;
- b. roles and responsibilities;
- c. standards for integrity and fair dealing;
- d. levels of access to and protection of competitors sensitive information and Government Furnished Information;
- e. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. 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 Announcements

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 these terms 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

F20. Cyber Risk Assessment

- a. Cyber Risk Assessment has been carried out on this requirement. The risk assessment has been assessed as 'Very Low Risk', and the reference number is RAR-116203899
- b. Bidders for this contract are to complete a Supplier Assurance Questionnaire (SAQ) based on the information provided at point a. Bidders should complete their SAQ using MS Forms which can be found at this link - [SAQ](#) and DEFFORM 47 Annex G , which must be returned to ISSDes-DCPP@mod.gov.uk on completion.

- c. You must submit the results of the SAQ, together with a DEFFORM 47 D Cyber Implementation Plan Annex as appropriate, with your tender response.

F21. Obtaining Documents – The Contractor is responsible for obtaining such specifications and standards as he requires for his own use from the appropriate publishing body or source. Information regarding publishing bodies can be obtained from DEF STAN 00-00 Part 3, Section 5. This standard is obtainable from:

<REDACTED>

Ministry of Defence

Tender Ref No. 700059342

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				Yes / No*
*Where 'No' is selected, Scots Law will apply.				
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	SME Yes / No
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			Yes* / No	

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Deliverables?	
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 Form 1686 for sub-contracts?	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 an ANNEX K - 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 744/2010) 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	
<p>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:</p> <p>a. the offered price has not been divulged to any Third Party,</p> <p>b. no arrangement has been made with any Third Party that they should refrain from tendering,</p>	

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- 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.

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)
Manager, Secretary etc.)

(State official position e.g. Director,

Name: (in BLOCK CAPITALS)

Postal Address:

duly authorised to sign this Tender for and on behalf of:

Telephone No:

(Tenderer's Name)

Registered Company Number:

Dunn And Bradstreet number:

Appendix 1 to Annex A (Offer) Edn07/18

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

2. Where your offer is subject to minimum order quantities select 'Yes' and provide further details in your Tender.

IPR Restrictions

3. 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) .

4. 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:

- a. 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;
- b. 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;
- c. 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;
- d. 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.

5. 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.

6. 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

7. 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.

8. 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:

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

(1) a non-UK export licence, authorisation or exemption; or

(2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 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.

9. 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 or completing a new DEFFORM 528.

10. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.

11. 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.

12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defence 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

13. European Union (EU) legislation permits the use of various procedures to suspend customs duties.

14. 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.

15. 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.

Sub-contracts Form 1686

16. [Form 1686](#) (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework - Contractual Process](#).

Small and Medium Enterprises

17. 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.

18. 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](#).

19. 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 <REDACTED>.

20. 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: <REDACTED>. Web address: <REDACTED>.

Tel No: 0845 270 7099

Transparency, Freedom of Information and Environmental Information Regulations

21. 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 and Accountability](#)) and the information contained within .

22. 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").

23. You should complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A or SC1B Schedule 4 or SC2 Schedule 5) 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.

24. 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

25. Tenderers must note that use of the [Contracting, Purchasing and Finance \(CP&F\)](#) electronic procurement tool is a mandatory requirement for any resultant contract awarded

following this Tender. By submitting this Tender, you agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant.

Change of Circumstances

26. 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

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

Military Aviation Authority (MAA) Requirements

28. In July 2011 the Military Aviation Authority (MAA) launched a new set of Regulatory Publications. Key to these is the Regulatory Articles (RA), which prescribe Acceptable Means of Compliance (AMC) for each separate Regulation. Where there are MAA Requirements Tenderers who wish to propose an alternative means of compliance must obtain agreement in principle from the MAA (through the Project team) in advance of submitting their Tender. AMC are strongly recommended practices and a justification will be required if they are not followed. Tenderers must consult the MAA where there is more than one AMC. You must confirm how you intend to comply with the RA, and the date you consulted with the MAA.

Bank or Parent Company Guarantee

29. A Parent Company or Bank Guarantee may be required. In the event that your tender is identified as the most favourable / compliant tender, but MOD assesses that a Parent Company or Bank Guarantee is required, then one will be requested (in the form of DEFFORM 24 / 24A as appropriate). No contract will be awarded until a suitable Parent Company or Bank Guarantee, as appropriate, is in place.

The Armed Forces Covenant

30. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives as a result of their service.

31. The Covenant is based on two principles:

- a. the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- b. special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

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

32. [The Armed Forces Covenant](#) provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the

Covenant and Armed Forces such as employing Reservists, a company or organization can also see real benefits in their business.

33. 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.

<REDACTED>

34. 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 review, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

The Statement Relating to Good Standing

Contract Title: General Munitions Packaging Support Solution

Contract Number: DGM/1958

1. We confirm, to the best of our knowledge and belief, that [_____] including its directors or any other person who has powers of representation, decision or control of [_____] has not been convicted of any of the following offences:
 - a. conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - b. involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
 - c. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906*;
 - d. the offence of bribery;
 - e. bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;
 - f. bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
 - g. fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union*, within the meaning of:
 - i. the offence of cheating the Revenue;
 - ii. the offence of conspiracy to defraud;
 - iii. 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*;
 - iv. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
 - v. in Scotland, the offence of fraud;

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- vi. in Scotland, the offence of theft;
 - vii. fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies Act (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
 - viii. 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*;
 - ix. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
 - x. destroying, defacing or concealing of documents or procuring the execution 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* or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
 - xi. in Scotland the offence of uttering; or
 - xii. in Scotland, the criminal offence of attempting to pervert the course of justice;
- h. money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007*;
- i. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA*;
- j. an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- k. in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);
- l. any other offence within the meaning of Article 39(1) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any member State.

* including amendments to the legislation.

2. [] 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 has not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors

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or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;

- 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. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state?
- d. has not been convicted of a criminal offence relating to the conduct of its business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;
- e. has not committed an act of grave misconduct in the course of its business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;
- f. has not been told by a contracting authority, that the Potential Provider does not to possess the reliability necessary to exclude risks to the security of the United Kingdom*;
- 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 member State in which it 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 member State in which it is established.

*Please note that under DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom

Organisation's Name	[the Supplier]
Signed (By Director of the Organisation or equivalent)	

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Date	
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Tenderer's Commercially Sensitive Information Form

ITT Ref No: 700059342 – DGM/1958 General Munitions Packaging Support Solution

Description of Tenderer's Commercially Sensitive Information:

Cross Reference(s) to location of sensitive information in Tender:

Explanation of Sensitivity:

Details of potential harm resulting from disclosure:

Period of Confidence (if applicable):

Contact Details for Transparency / Freedom of Information matters:

Name:

Position:

Address:

Telephone Number:

Email Address:

Cyber Implementation Plan Template

Contract Title	
MOD contract number	
CSM Risk Reference	
CSM Risk Level	
Name of Supplier	
Current level of Supplier compliance	
Reasons unable to achieve full compliance	
Measures planned to achieve compliance / mitigate the risk	
Anticipated date of compliance / mitigations in place	
Name	
Position	
Date	

TUPE - Employee Information workbook

Please see separate MS Excel workbook

3-Year project Requirement Workbook

Please see separate MS Excel workbook

Supplier Assurance Questionnaire

Please see separate MS PDF Form