



Ministry
of Defence

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To Address Line 1
To Address Line 2
To Address Line 3
To Address Line 4
Postcode
FAO

Your Reference:

Our Reference:

CB/BFG/0134

Date: 20 June 2017

Dear Sir/Madam

Invitation to Tender (ITT) Reference no. CB/BFG/0134 – Chartered Manager Degree Apprenticeship Trial for WOs and NCOs

1. You are invited to tender for the design and delivery of a Chartered Manager Degree Apprenticeship (CMDA) course for Army personnel in competition in accordance with the attached documentation.
2. The requirement is for the design, development and delivery of a Chartered Manager Degree Apprenticeship (CMDA) course.
3. Funding has been approved on 7 March 2017.
4. The anticipated date for the contract award decision is **16 August 2017**, please note that this is an indicative date and may change.
5. You must submit your Tender to arrive no later than **10.00 on 08 August 2017**. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority. **Please note that the return address is not the address shown above.**
6. Please confirm receipt of this tender to the Commercial Officer stated in the above address.

Yours faithfully

**List of Suppliers Invited to Submit a Tender for ITT No.
CB/BFG/0134**

Supplier Name	Supplier Address and Phone No	Supplier Point of Contact
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Invitation To Tender
for
Chartered Manager Degree Apprenticeship
Trial for WOs and NCOs

Contents

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Tender. The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
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- DEFFORM 111 – Appendix to Contract - Addresses and Other Information
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- DEFFORM 28 – Tender Return Label
- DEFFORM 532B (SC) – Personal Data Particulars
- Statement of Good Standing Annex C to DEFFORM 47

Section A – Introduction

DEFFORM 47 Definitions

- A1. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown.
- A2. "Tenderer" means the economic operator or group of operators in the form of a consortium, including sub-contractors, who have been invited to submit a response to this Invitation to Tender. Where "you" is used this means an action on you the Tenderer.
- A3. "Invitation to Tender" (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.
- A4. A "Tender" is the offer that you are making to the Authority.
- A5. "Contractor Deliverables" means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements, if specified) and any associated technical data which the contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
- A6. "Schedule of Requirements" Standardised Contracting Template 3 (SC3) means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.
- A7. The "Statement of Requirement" details the technical requirements and acceptance criteria at Schedule 5 and/or SC3 Schedule "Acceptance" in SC3 of the Contractor Deliverables. The Statement of Requirement is attached at Schedule 5 to the SC3. This may include the System Requirements Document (SRD).
- A8. "Conditions of Tendering" means the conditions set out in the DEFFORM 47 that govern the competition.
- A9. "Contract Conditions" means the attached conditions that will govern any resultant contract.
- A10. A "Third Party" is any person who is not an employee of the Authority or Tenderer, as defined at A2.

Purpose

- A11. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority's requirement. This documentation explains and sets out the:
- tender process and timetable for the next stages of the procurement;
 - instructions and conditions that govern this competition;
 - information you must include in your Tender and the required format;
 - administrative arrangements for the receipt and evaluation of Tenders; and
 - Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.
- A12. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.
- A13. This ITT has been issued to all potential tenderers who expressed an interest.

A14. The requirement was advertised by the Authority in the Official Journal of the European Union dated 20 June 2017 with reference to the requirement for a Chartered Manager Degree Apprenticeship Trial following the Open Procedure under the Public Contracts Regulations 2015.

ITT Documentation and ITT Material

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

- 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 A15.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- 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'.

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

Tender Expenses

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

Material Change of Control from Supplier Selection

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

Contract Conditions

A19. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Acquisition Operating Framework (AOF).

A19. Standardised Contract 3 (SC3) conditions are attached.

Consultation with Credit Reference Agencies

A20. 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

A21. Only contractors listed on the Register of Apprenticeship Training Providers (RoATP) will be invited to tender. Tenderers must include confirmation of this in their response and provide their registration number.

A22. Cyber Essentials

This requirement has been assessed by the Cyber Security Tool as Very Low risk. It's unique reference number is: RAR-X5Z3HHAC.

In order to be considered eligible for this Tender, you must be able to demonstrate the following:

Your organisation currently has a current and valid Cyber Essentials certificate, which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the last 12 months **or**

Your organisation does not currently have a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies **BUT** you are working towards gaining it, and will be in a position to confirm that you have been awarded a current and valid Cyber Essentials certificate by one of the government approved accreditation bodies by the Commencement Date of the Contract; **or**

Your organisation does not have a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies, but you can demonstrate (or will be able to demonstrate by the Commencement Date of the Contract) that your organisation meets the technical requirements prescribed by the Cyber Essentials Scheme, as detailed in the following link: <https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf> and that you can provide evidence of verification by a technically competent and independent third party (which has taken place within the last 12 months) that your organisation demonstrates current compliance with Cyber Essentials technical requirements.

Please confirm you are working with your proposed supply chain to ensure where appropriate that they either have a Cyber Essentials certificate, are working towards obtaining one or that they can demonstrate and provide evidence that they have the technical requirements prescribed by the Cyber Essentials Scheme as detailed in the link above, and that you will have this in place by the Commencement Date of each of your supplier Contracts.

(Answer 'No' if this does not apply, i.e. there is no supply chain).

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:
Invitation to Bidders Conference ¹	N/A	The Authority	All Tenderers
Date for Confirmation of attendance at Bidders Conference ¹	N/A	Tenderers	
Final date for Clarification Questions / Requests for additional information	By 09.00 on 27/07/2017	Tenderers	
Final Date for Requests for Extension to return date ²	By 09.00 on 27/07/2017	Tenderers	
The Authority issues Final Clarification Answers	By 17.00 on 28/07/2017	The Authority	All Tenderers ³
Tender Return	By 10.00 on 08/08/2017	Tenderers	The Tender Board, using DEFFORM 28
Tender Evaluation	15/08/2017	The Authority	N/A
Negotiations ⁴	N/A	The Authority	N/A
Reverse Auction	N/A	The Authority	N/A
Trials / Testing	N/A	The Authority	N/A

Notes

- ~~1. A Bidders Conference is where the Authority presents the requirement to all Tenderers at the same time. A copy of the presentation will be issued to all Tenderers regardless of attendance. It gives you an opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those attending the Bidders Conference to the above named contact, by the date shown, so that access to the site can be arranged.~~
2. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.
3. 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.
4. Negotiations are not permitted under the Open or Restricted Procedures.

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

C1. You must Tender for all the Contractor Deliverables listed in the attached Schedule of Requirements. The Authority reserves the right to reject your Tender where you have not tendered for all of the Contractor Deliverables.

Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Price and detail any price breakdowns which must be included in the Tender.

C3. 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 60 calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

C5. Variant Bids. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITT Documentation. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

C6. The Authority cannot evaluate any Variant Bids during this competition.

Section D – Tender Evaluation

D.1 This section details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

The Tender Evaluation will be on the basis of:

Most Economically advantageous Tender (MEAT)

MEAT Ratio 60% Technical/40% Price

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

This Tender will be evaluated using the MEAT method. This is a comparative score and the scoring method is worked out using the ratio above. The optimum is the highest technical score and lowest price, this together would get the highest total score. If you had the highest technical score but your price was double that of the lowest priced compliant Tender, this would receive a lower total score. The score will be calculated to three decimal places. In the event of two or more Tenders being awarded the same total, the Authority shall choose the Tender with the highest Technical Score.

Mandatory Criteria:				
Minimum Technical Requirements met		100/150		
Criterion Scores:				
Each individual Technical criterion will be evaluated against the following scoring mechanism:				
High Confidence 100%	<ul style="list-style-type: none">Described a solution that meets all and more the needs of the Authority, is compliant with all standards and recognises all of the issues involved.Demonstrated very strong evidence that all aspects of their solution are feasible and robust.			
Very Good Confidence 85%	<ul style="list-style-type: none">Described a solution that meets the needs of the Authority, is compliant with all standards and recognises all of the issues involved.Demonstrated strong evidence that all aspects of their solution are feasible and robust.			
Good Confidence 65%	<ul style="list-style-type: none">Described a solution that meets most of the needs of the Authority, is compliant with all standards and recognises all of the issues involved.Demonstrated evidence that most aspects of their solution are feasible and robust.			
Low Confidence (Minor Concerns) 45%	<ul style="list-style-type: none">Described a solution that meets some of the needs of the Authority, or it is not clear if it is compliant with all standards and recognises all of the issues involved.Demonstrated evidence that some aspects of their solution are feasible and robust.			
Low Confidence (Major Concerns) 25%	<ul style="list-style-type: none">Described a solution that does not meet the needs of the Authority, is not compliant with all standards or does not recognise all of the issues involved.Demonstrated evidence that indicates that their solution is insufficiently feasible and not robust.			
Serious Concerns 0%	<ul style="list-style-type: none">Described a solution that does not meet the needs of the Authority, is not compliant with any of the standards or does not recognise any of the issues involved.Demonstrated evidence that indicates that their solution is not feasible and robust or provided no evidence at all.			
Technical Criteria		Score	Weighting	Minimum expected evidence to be considered acceptable
Understanding the Requirement			20	See para D.5.7
Professional and technical skills/expertise of staff			20	
Effective capacity and capability to deliver the Requirement			20	
Added Value and Innovative Solutions			20	
Communications/Data Management			15	
Engagement with Learners			20	
Quality of Delivery			20	
Apprentice Selection Process			15	

TENDER EVALUATION PROCESS

D.2 The tender evaluation phases for this requirement will be as follows:

1	Tender Board Compliance Check	Upon receipt, Tenders will be checked for completeness and compliance in accordance with the instructions issued in the Invitation to Tender. Should a bidder not provide a positive response to any of the requirements, or alternatively provide a detailed justification as to why a positive response cannot be given, the Authority reserves the right to either exclude the bidder from the evaluation process or, at its discretion, seek clarification. In the case of the latter, a failure by the bidder to provide a satisfactory response within the deadline specified in the request for clarification, <u>will</u> result in disqualification from the evaluation process.	Pass/Fail
2	Commercial Evaluation (Annex A to DEFFORM 47 and Section E)	<p>The Commercial Evaluation will be split into two distinct parts.</p> <p>The first part is to check to ensure all Forms of Response have been provided as defined within Annex A and are acceptable.</p> <p>The second part is to check that the Tenderer has provided the necessary paperwork and statements in accordance with D3 below.</p> <p>Both parts will be judged as a 'Tender compliancy' issue (i.e. Pass/Fail). A bidder's Tender <u>may</u> be deemed 'non-compliant' and therefore excluded from the remainder of the evaluation process if marked as a 'Fail' on this aspect.</p> <p>A nil response to any of the Forms of Response requirements <u>may</u> result in automatic disqualification from the evaluation process, unless through clarification a reasonable explanation is provided.</p>	Pass/Fail
3	Technical Evaluation	The qualitative evaluation by the Authority's Subject Matter Experts will be undertaken independently without sight of pricing information. Qualitative includes, but is not restricted to, technical, delivery and quality aspects and shall be conducted by scoring the Technical Requirement of Response (see para D.5 below) provided by tenderers within the Technical volume. The Methodology for the technical evaluation is detailed in para D.5.2.	A mark that comprises 60% of overall score.
4	Price Evaluation	Assessment conducted by the Authority to ensure a fair and reasonable overall price has been submitted by the Tenderer and that price breakdowns have been included. The evaluation Methodology for the Price is detailed in para D.6.	A mark that comprises 40% of overall score.
5	Evaluation Report	A full Evaluation Report will be produced for the procurement exercise. This report shall document the reasons why a Tender is deemed successful/unsuccessful. It shall also be of sufficient detail so as to support additional de-briefing where requested by an unsuccessful bidder.	

D.3 Commercial Evaluation Responses required

ROR No	Subject – Commercial	Scoring Criteria
1	The Tenderer shall include a completed and signed copy of the DEFFORM 47 Annex A – Tender Submission Document.	All questions are Pass/Fail
2	The Tenderer shall include a statement within the Tender submission that the Terms and Conditions of the Contract are accepted.	
3	The Tenderer shall return a complete Schedule 2 of the SC3 Contract document with Firm Prices for all of the services detailed including price breakdowns showing direct and indirect costs and the profit rate applied.	
4	The Tenderer shall provide copies of current relevant insurance documents, Public, Employers' and Liability.	
5	The Tenderer shall confirm the validity of their Offer of at least 60 calendar days from Tender return date.	
6	The Tender shall identify any element of work as part of the Contract that will be sub-contracted.	
7	The Tenderer shall complete their details in the "Data Processor" section of the DEFFORM 532B and return this.	
8	The Tenderer shall complete and return Annex C to DEFFORM 47 – "Statement of Good Standing".	
9	The Tenderer shall return the required amount of paper copies and CD Tenders (priced and unpriced) as indicated at Section E.	
10	The Tenderer shall use the DEFFORM 28 Tender Return Label.	
11	The Tenderer shall provide confirmation that they are listed on the Register of Apprenticeship Training Providers (RoATP) and provide their registration number.	
12	The Tender shall confirm that they have a current and valid Cyber Essentials certificate, which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the last 12 months, OR that they are working towards gaining this and will be in a position to confirm that they have been awarded a current and valid Cyber Essentials certificate by the commencement date of the Contract, OR that they can demonstrate by the commencement date of the Contract that they meet the technical requirements prescribed by the Cyber Essentials Scheme in accordance with para A.22.	

D.4 Not Used

D.5 Evaluation of Technical

D.5.1 60 'points' (referred to as Total Technical Points) will be allocated to the bidder who achieves the highest technical mark (referred to as the Highest Tendered Technical Mark). Subsequent points will then be awarded to the remaining bidders based on their technical mark (referred to as the Tendered Technical Mark) as a percentage of the Highest Tendered Technical Mark. This calculation is subsequently converted to a Technical Evaluation Score to reflect that this carries 60% of the total score.

D.5.2 The technical evaluation will assess the technical effectiveness of each bid. The evaluators will allocate a score against each of the Requirements of Response (ROR) at D5.5 below, based upon the evaluator's individual assessment. The RORs have been structured using the following generic format:

- Aim - to define the purpose of the question.
- Background - rationale for the question.

- Confidence Characteristics - as appropriate to the question, the evaluators will assess the evidence provided to assign a level of confidence in accordance with the characteristics detailed in the scoring guidance table at paragraph D.5.5
- Evidence Required - Evidence the Tenderer needs to provide to meet the confidence characteristics.

D.5.3 Marking against each of the RORs shall be carried out in accordance with Section D of this Deform 47

D.5.4 The Technical Evaluation Team shall consist of MoD subject matter experts, who will each conduct a separate technical evaluation in isolation. Following the individual assessments, the Technical Evaluation Team will be convened for a single overall consensus score to be agreed and allocated to each ROR response. These agreed scores will then be adjusted by the weighted score detailed below to represent a weighted 'effectiveness' score.

D.5.5 The evidence requirements and weightings for the Technical evaluation are as follows:

ROR No	Subject – Technical	Weight
1	<p>UNDERSTANDING THE REQUIREMENT</p> <p>Aim: To select a Contractor who fully understands the requirement and is able to demonstrate this.</p> <p>Background: The Authority requires confidence that the Contractor has the ability to tailor existing courses, similar to the CMDA, to meet the Army's needs and is able to account for the culture and demographics.</p> <p>Confidence Characteristics: 1) Clear evidence that the Contractor has previously tailored an existing CMDA course, or a similar course, to meet the needs of an organisation. 2) Able to demonstrate a well-rounded contextual understanding of the Army's organisational culture, demographics, Knowledge Skills and Experience (KSE), and educational profile of Warrant Officers Class 2 (WO2s) and Colour Sergeants (CSgts) or equivalent.</p> <p>Evidence Required: 1) Submit evidence of two examples of previous CMDA or similar programmes delivered to similar organisations to the Army (in terms of size, demographics and need) in the last 3 years. 2) Explain how you have worked in partnership with a similar organisation to tailor the delivery of a programme of learning to meet learner and organisational needs. 3) Demonstrate a very good situational awareness of the apprentice cohort (WO2 and Colour Sergeant or equivalent) for this trial, including their knowledge, skills and experience and the impact this will have on delivery models. 4) Explain how you intend to ensure that the On-the-Job training contribution of the CMDA is captured.</p>	20
2	<p>PROFESSIONAL AND TECHNICAL SKILLS/EXPERTISE OF STAFF</p> <p>Aim: To select a Contractor who will be able to ensure that their staff has the appropriate skills and expertise to deliver the service to a high standard.</p> <p>Background: The Authority requires confidence that the Contractor's staff have the skills and</p>	20

	<p>expertise to deliver the Contract to a high standard and that their skills are maintained.</p> <p>Confidence Characteristics:</p> <ol style="list-style-type: none"> 1) Clear evidence that staff are suitably qualified and experienced to deliver and manage the CMDA to Army personnel. 2) Evidence of a robust Continuous Development programme for staff. 3) Evidence of a very good knowledge of all relevant apprenticeship rules and regulations. <p>Evidence Required:</p> <ol style="list-style-type: none"> 1) Provide a synopsis of the current skills and relevant experience in designing bespoke courses for (or in partnership with) employers. 2) Provide biographies and details of the relevant qualifications and current experience of teaching staff who will be delivering the CMDA programme on this contract. 3) Provide biographies and details of the experience and qualifications of the core team who will be directly responsible for managing this CMDA programme; ensure you highlight the level of practical KSE of the new apprenticeship standards, assessment and learner record requirements. 4) Explain the arrangements you propose to ensure your staff will have sufficient skills and expertise to discharge the responsibilities of CMDA design and delivery for this Contract. 	
3	<p>EFFECTIVE CAPACITY AND CAPABILITY TO DELIVER THE REQUIREMENT</p> <p>Aim: To select a Contractor who has the capability and capacity to design and deliver the CMDA to 30 WO2s and CSgts (or equivalent) with the potential to expand up to a total of 90.</p> <p>Background: The Authority requires a Contractor who can deliver the CMDA programme to a geographical spread of apprentices based, but not exclusive to, the UK, Germany and Cyprus.</p> <p>Confidence Characteristics:</p> <ol style="list-style-type: none"> 1) Clear evidence that the Contractor has the capacity and capability to design and deliver the CMDA programme. 2) Evidence that the Contractor has sufficient flexibility and reach to deliver the CMDA to a geographically dispersed cohort of apprentices and the capacity, if required to expand to deliver to an additional 60 apprentices within the contract, if the Authority chooses to pursue this option. <p>Evidence Required:</p> <ol style="list-style-type: none"> 1) Structure of the organisation that will be directly involved in the delivery and management of this CMDA trial. 2) Provide details of relevant experience of partnerships with complex organisations to deliver CMDA or similar programmes. 3) Provide details of the intended apprentice : academic staff ratio and for those staff identified as directly involved in CMDA delivery and management, what proportion of their job will be allocated to meet the requirement of this Contract. 4) Provide details of how you propose to meet the requirement of engaging an independent end point assessment organisation for this CMDA trial. 	20
4	<p>ADDED VALUE AND INNOVATIVE SOLUTIONS</p> <p>Aim: To select a Contractor who is able to provide an innovative and flexible approach, adding value to CMDA management and delivery.</p>	20

	<p>Background: The Authority requires a Contractor who can deliver and manage the CMDA in an innovative manner to enable an optimal and highly successful trial.</p> <p>Confidence Characteristics: 1) Evidence of proposed added value over and above the basic requirement. 2) Clear evidence of the ability to provide innovative solutions to meet the requirement.</p> <p>Evidence Required: 1) Provide at least one example of the added value you have provided in the delivery of a similar requirement. 2) Explain and provide examples of your organisations' ability to identify innovative, creative and flexible delivery models to improve the standard of delivery. 3) Explain how you propose to enhance the CMDA programme for this trial beyond the basic requirements of the qualification to support the Army's needs and requirements.</p>	
5	<p>COMMUNICATIONS/PERSONAL DATA MANAGEMENT</p> <p>Aim: To select a Contractor who is able to communicate and manage personal data efficiently and effectively.</p> <p>Background: The Authority requires a Contractor who has excellent communication skills and robust data management practices to meet Education and Skills Funding Agency (ESFA) and MoD regulations.</p> <p>Confidence Characteristics: 1) Clear evidence of communication strategies, processes and procedures to ensure a continued delivery of service that meets apprentice and the Authority's needs. 2) Evidence of robust data management practices in transfer of personal data in line with ESFA and MoD regulations and requirements.</p> <p>Evidence Required: 1) Explain your communication strategy and mechanisms for sharing information. 2) Explain how communications will work effectively between you, the Employer Mentors and the Authority (through the Army Relationship Manager) to monitor apprentices as well as your organisation's self-performance in a timely manner, including quarterly and formal annual reviews. 3) Explain how your organisation would manage a learner's return to learning from 'suspension.' 4) Explain how your organisation will manage personal data captured on the Individualised Learner Record (ILR).</p>	15
6	<p>ENGAGEMENT WITH LEARNERS</p> <p>Aim: To select a Contractor who will provide effective support and guidance to learners throughout their CMDA programme.</p> <p>Background: The Authority requires a Contractor who can ensure that apprentices understand the requirements, remain motivated and achieve high standards.</p> <p>Confidence Characteristics: 1) Clear evidence that the Contractor will be able to support and motivate apprentices effectively.</p>	20

	<p>Evidence Required:</p> <ol style="list-style-type: none"> 1) Provide details of how you propose to use tailored Individual Learner Plans (ILP) to provide each apprentice with a unique and high quality learning experience. 2) Explain how you propose to conduct formative assessments during the CMDA. 3) Provide an example of an Apprentice Learner Guide for a CMDA apprentice. 4) Explain how you intend to provide support to apprentices and their employer mentors in remote/dispersed locations. 	
7	<p>QUALITY OF DELIVERY</p> <p>Aim: To select a Contractor who can deliver a high-quality CMDA programme and maintain this quality throughout the trial.</p> <p>Background: The Authority requires a Contractor who can provide a high quality of delivery of the CMDA through very effective quality management.</p> <p>Confidence Characteristics:</p> <ol style="list-style-type: none"> 1) Clear evidence of a robust process for ensuring quality management is effective in reducing/preventing incidents of sub-standard delivery. 2) Evidence of ability to optimise quality delivery within means. <p>Evidence Required:</p> <ol style="list-style-type: none"> 1) Provide details of how you will conduct effective self-assessment and plan improvements through a Quality Improvement Plan (QIP) and Self-Assessment Report (SAR) or other Action Plan, providing an example/copy of each. 2) Explain how you will monitor the impact of delivering the actions identified in the QIP/Action plan and how your SAR is used to improve delivery. 3) Explain your current experience of meeting quality management requirements, including examples of previous audit reports (in the last 3 years) and performance measurement methodologies used. 4) Explain how you intend to collect, analyse and action feedback from apprentices, employer mentors and the Authority during this trial. 	20
8	<p>APPRENTICE SELECTION PROCESS</p> <p>Aim: To select a Contractor who will ensure the effective selection of candidates in partnership with the Army.</p> <p>Background: The Authority requires a Contractor who will ensure that candidates are selected based on a range of non-exclusive entry qualification criteria and robustly accounts for candidate accreditation of prior learning.</p> <p>Confidence Characteristics:</p> <ol style="list-style-type: none"> 1) Clear evidence of a robust pre-enrolment process of accreditation of prior learning to ensure that apprentices are provided with appropriately tailored CMDA learning programmes. 2) Evidence of flexibility and range of selection criteria for this CMDA programme. <p>Evidence Required:</p> <ol style="list-style-type: none"> 1) Explain the steps you will take to recognise, record and adjust the CMDA learning programmes according to each apprentices' prior learning and achievement. 2) Explain how you propose to alter pricing arrangements for apprentices who already demonstrate accreditation of prior learning in order to meet ESFA funding rules and regulations. Do not include details of your tendered prices in your response to this question. 3) Provide a minimum of one case study to demonstrate the arrangements you have put in place previously to support learners with additional learning needs. 	15

	4) Provide details of your proposals for selection criteria of candidates on this CMDA trial.	
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Example of Scoring:

01	Understanding the Requirement	20	100%	20
02	Professional and technical skills/expertise of staff	20	85%	17
03	Effective Capacity and Capability to Deliver the Requirement	20	100%	20
04	Added Value and Innovative Solutions	20	100%	20
05	Communications/Personal Data Management	15	75%	11.25
06	Engagement with Learners	20	100%	20
07	Quality of Delivery	20	75%	15
08	Apprentice Selection Process	15	100%	15
	TOTAL	150		138.25

D.5.6 Not used.

D.5.7 Tenderers are required to reach a total technical mark of at least 100 (66.66%); referred to as 'minimum technical threshold'.

D.5.8 Failure to achieve the minimum technical threshold at the consensus marking round may render the tender non-compliant and the tender may not be considered further.

D.6 Evaluation of Price

D.6.1 40 'points' (Referred to as Total Price Points) will be allocated to the bidder that has passed evaluation parts 1 and 2, and who submits the lowest total price (Referred to as Lowest Tendered Price). Subsequent points will then be awarded to the remaining bidders who have passed evaluation parts 1 and 2 based on their total price (Referred to as Tendered Price) as a percentage of the Lowest Tendered Price. This calculation is subsequently converted to a Price Evaluation Score to reflect that this carries 40% of the total score.

D.6.2 Bidders are required to read and fully understand this methodology. Should a bidder require any further clarification, they are requested to contact the POC at the letter heading in the first instance prior to submission of their bid.

D.6.3 The price for evaluation purposes shall consist of the **combined** price for all items at Schedule 2 of the SC3 Core Plus Contract.

D.7 Commercial Evaluation

D.7.1 The Commercial Evaluation will be carried out in accordance with D3 above.

Non Competition Value for Money Analysis

D.8 In the event that the Authority receives only one Tender, the Authority reserves the right to consult the MoD Cost Assurance and Analysis Team based in the UK in order to conduct an independent Value for Money Assessment.

Section E – Instructions on Submitting Tenders

Submission of your Tender

- E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserves the right to reject any Tender received after the stated date and time. You must provide four (4) unpriced paper copies and four (4) CDs of your technical Tender, and two (2) priced paper copies and two (2) CDs of your commercial Tender in separate envelopes inside your package. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.
- E2. You must include the electronic copy of the priced and unpriced Tender with the associated paper copy only. You must label CDs containing electronic copies of the Tender with "Includes Prices" or "Unpriced". The electronic copies of the Tenders must be compatible with Microsoft Office Word 2010 and other MS Office 2010 applications. If you password protect or encrypt any information on CDs containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.
- E3. You must complete and include DEFFORM 47 Annex A (Offer) with your Tender. Where you select 'Yes' to any questions you must attach the relevant information.
- E4. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your priced Tender.
- E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.
- E6. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.
- E7. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.
- E8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

Samples

- E9. Samples are not Required

Section F – Conditions of Tendering

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

- 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. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and / or:
- j. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

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

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

Conforming to the Law

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

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

Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

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

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

- 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 Announcement

F11. The Authority will publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interests 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 (or SC1B Schedule 4, SC2 Schedule 9, or SC3 Schedule 6) 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/ITN) 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.

Ministry of Defence

Tender Ref No. CB/BFG/0134.

Tender Submission Document (Offer)

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

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

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	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 Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528			Yes* / No	
Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?			Yes* / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed Form 1686 for sub-contracts?			Yes / No	

Have you completed the compliance matrix/ matrices?	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) Schedule 6 to the SC3 Contract document?	Yes / No		
Have you completed and submitted a Statement Relating to Good Standing?	Yes / No		
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No		
Have you completed and attached a DEFFORM 68 – Hazardous Articles, Deliverables materials or substances statement?	Yes* / No		
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council.	Yes* / No		
Have you attached The Bank / Parent Company Guarantee?	Not Required		
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Not Required		
Have you completed the additional Mandatory Requirements?	Yes / No		
*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> <ul style="list-style-type: none"> a. the offered price has not been divulged to any Third Party, b. no arrangement has been made with any Third Party that they should refrain from tendering, c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and e. no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>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.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>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.</p>			
Dated this..... day of Year			
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Signature: (Must be original) </td> <td style="width: 50%; vertical-align: top;"> In the capacity of (State official position e.g. Director, Manager, Secretary etc.) </td> </tr> </table>		Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)
Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)		
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number: Dunn And Bradstreet number:		

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 Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

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 Gov.UK.

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:

BiP Solutions Ltd

Web address: www.contracts.mod.uk

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 SC3 Conditions of Contract Clause A14.

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) 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. There are no MAA Requirements.

Bank or Parent Company Guarantee

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

The Armed Forces Covenant

30. The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the Armed Forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

31. The Covenant's two principles are that:

- 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 Corporate 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 the Corporate Covenant.

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.

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry Of Defence

Main Building, Whitehall, London, SW1A 2HB

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