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**Invitation To Negotiate
for
Provision and Support of a JTIDS (Joint Tactical
Information Distribution System) Network
Management System (JNMS) Fixed and
Deployable Contract
SACC/00039**

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Contents

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Negotiate. 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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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 Negotiate. Where “you” is used this means an action on you the Tenderer.
- A3. “Invitation to Negotiate” (ITN) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.
- A4. A “Tender” is the offer that you are making to the Authority.
- A5. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements, if specified) and any associated technical data which the contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
- A6. “Schedule of Requirements” means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.
- A7. The “Statement of Work” details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Work is attached at Annex A to the draft Contract. The System Requirements Document (SRD) is Annex B to the draft Contract.
- 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 ITN 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.

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

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

A14. This ITN is exempt from the Defence and Security Public Contracts Regulations 2011 on national security grounds. The requirement was advertised by the Authority in the DCO / Contracts Finder dated 31 October 2017 with reference to the requirement for JTIDS JNMS Fixed and Deployable.

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ITN Documentation and ITN Material

A15. ITN 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 ITN. ITN 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 ITN. ITN Documentation, ITN 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 ITN Documentation and ITN Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITN 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 ITN;
- c. seek written approval from the Authority if you need to provide access to any ITN Documentation or ITN 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 ITN Documentation or ITN Material (or use beyond the original purpose), or further use of ITN Documentation or ITN 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 ITN Documentation, ITN Material and derived information of an unmarked nature, should you decide not to respond to this ITN, 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 ITN Documentation and ITN Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A16. Some or all of the ITN Documentation and ITN 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 System Guidance \(ASG\)](#).

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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.

Supporting Information

A21. The Authority has provided a number of documents for your information to assist you in the preparation of your Tender. These documents can be found within AWARD®

A22. The information is provided purely for the purposes of tender preparation and its use is a matter solely for your judgement.

A23. The list of Government Furnished Assets (GFA) at Annex G to the draft Contract is that which the Authority believes is the GFA that the Winning Tenderer will require to deliver the requirement. The Tenderer is required to include any items from the list provided within their GFA request.

A24. The Authority has taken all reasonable care to ensure that the information contained in this ITN and any other documents or information it calls up or has provided in relation to this ITN is true and accurate in all material aspects. However, the Authority does not accept any responsibility for, or warrant, such information, nor the accuracy or completeness of such information and shall not be liable for any loss or damage arising from, or as a result of, such information, including any subsequent communication. The Tenderer is expected to carry out its own due diligence checks for verification purposes.

Clarification Process

A25. All parties are permitted to pose clarification questions for the purposes of understanding the Authority's requirement and this ITN/your proposal, as appropriate.

A26. All questions must be submitted using the AWARD® tool which will require the party raising the question to indicate a level of importance which will dictate the deadline for a response. All parties shall endeavour to respond within the requested period of time. If a party is unable to provide a response by the deadline, it will explain why and provide a date when a response will be given. Tenderers must not approach any other representative of the Authority during the competitive process to seek information or clarifications relating to this ITN/requirement outside of the formal clarification process. You must ensure all your clarification questions are submitted to the Authority by the date specified in Section B.

A27. The Authority will automatically share questions and answers raised by a Tenderer to all Tenderers, removing the names of those who have raised the questions and if necessary, solution specific or commercially sensitive information within the question. If you believe your question is solution specific or commercially sensitive and should not be disclosed to all Tenderers you must inform the Authority at the time the question is submitted with a justification to support your position. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers; however, the decision to disclose is at the Authority's sole discretion. If the Authority decides to disclose, you may decide to withdraw your question and forego receiving a response to the question.

A28. All clarification questions raised by Tenderers must be submitted via AWARD® by the date specified in Section B before the deadline for the formal submission of Tenders. The Authority will not respond to clarification questions raised after this date.

A29. Clarification questions raised by the Authority are more likely to be solution specific, but the Authority will assess whether a clarification question is relevant to all Tenderers or a specific Tenderer only. The Authority will endeavour to raise any clarification questions as early as possible post receipt of your Tender but reserves the right to raise questions throughout the Evaluation period. The Authority is not obliged to take your clarification response into account when evaluating

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your bid where you have been unable to meet the deadline associated with the question (e.g. if this would prevent the Authority from completing Evaluation within the timeframe).

A30. The clarification process shall also apply during the negotiation phase of the competition.

Section B – Key Tendering Activities

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

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Stage	Date and Time	Initiated By	Submit to:
Bidders Conference ¹	Tuesday 20 March 2018, 10:30 at RAF High Wycombe	The Authority	All Tenderers
Final date for Clarification Questions / Requests for additional information	Wednesday 28 March 2018 at 12:00	Tenderers	[Redacted], DES SACC- Comrcl-2
The Authority issues Final Clarification Answers	Friday 6 April 2018 at 12:00	The Authority	All Tenderers ³
Final Date for Requests for Extension to return date ²	Wednesday 11 April 2018 at 12:00	Tenderers	[Redacted], DES SACC- Comrcl-2
Tender Return	Wednesday 25 April 2018. Tenders to be with the Tender Board by 10:00	Tenderers	The Tender Board, using DEFFORM 28 at Annex D.
Phase 1 Evaluation	Thursday 26 April 2018	The Authority	N/A
Initial Tender Evaluation	Thursday 3 May – Wednesday 4 July 2018		
Negotiation Period	Thursday 5 July – Tuesday 24 July 2018	The Authority	N/A
Request for Final Tenders	Wednesday 1 August 2018	The Authority	All Tenderers
Final Tender Return	Tuesday 28 August 2018	Tenderers	The Tender Board, using DEFFORM 28
Final Tender Evaluation	Wednesday 29 August – 19 September 2018	The Authority	N/A
Preferred Bidder/Unsuccessful Letters	Friday 21 September – Thursday 29 September 2018	The Authority	All Tenderers
Contract Award	Tuesday 9 October 2018	The Authority	Winning Tenderer

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.

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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.

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.

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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 Priced accompanied with price breakdowns against both the Provision and Support of the JNMS System. Your Tender must be split into Technical volume(s) and Commercial volume(s) and no pricing information should be included in the Technical volume.

C3. You must include all the evidence within your Tender requested within this DEFFORM 47. Failure to provide any of the evidence requested may render your Tender non-compliant, at the Authority's discretion.

C4. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C5. In accordance with F3 your Tender must be valid / open for acceptance for 180 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

C6. 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 ITN 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.

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

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Section D – Tender Evaluation

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

Tenderers are reminded that in accordance with paragraph C3 of the DEFFORM 47 the Authority reserves the right to consider a Tender non-compliant if it fails to provide any documentation required in response to this ITN.

Tender Evaluation

D1. The process the Authority will follow to evaluate your Tender and the full Evaluation Criteria and scoring methodology is explained below.

Evaluation Process

D2. The evaluation process will have three main stages:

- **Phase 1 - Compliance:** In response to this ITN, the Tenderers will be required to submit complete, fully priced, technical and commercial Tenders. The initial compliance check for the commercial assessment will be to assess whether the Tenderers have provided unqualified acceptance of the Authority's Terms and Conditions as issued with the ITN. Failure to do so will result in the removal from the competition, with no technical evaluation having been undertaken. Upon the tender return and review of the Commercial Matrix the Commercial team shall record their decisions based on the assessment scale shown below:

Compliance Scale	Characteristic
Acceptable	Full Compliance >Tender valid for further assessment.
Not Acceptable	<u>Any</u> Non-Compliance <The Authority are unable to contract.

The Technical submission will be checked to ensure that all required Tender deliverables have been submitted and whether they meet the minimum acceptable level in terms of Key, Mandatory and P1 System Requirements. The Tenderer must demonstrate compliance with the requirement through self-assessment of their own abilities to complete and adhere to each element of the SRD and in doing so provide confirmation of their understanding and commitment to deliver the required services. Only proposals which confirm technical compliance with the Authority's SRD will be continue to the qualitative assessments set out in the remainder of this document.

An affordability check will be carried out on all tenders. The total price of each tender including adjustments must be affordable i.e. the total price must not exceed £10M ex VAT inclusive of the Tasking Limit of Limit at Line Item 5 of the Schedule of Requirements. Any tender which is unaffordable will be removed from the competition and will not be evaluated any further.

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- **Phase 2 – Full Assessment:** Tenders will be subject to a full commercial evaluation as well as a technical and financial evaluation against the evaluation criteria at Annex H. A Tender will be considered compliant if it passes all Commercial Evaluation Criteria and achieves the Threshold Score for every other Evaluation Criteria.
The technical assessment team made up of multiple SMEs per criteria will objectively evaluate the Tenderer's responses and supporting evidence providing a rating using the confidence characteristics shown in the scoring guidance table against each ITN technical criteria. This assessment will determine a score.
The process will be scored based on four levels ranging from High Confidence to Unacceptable. The technical elements are marked against the individual award criteria and totalled. Where a Tender is assessed as being 'Unacceptable' against three or more criteria it will be considered technically non-compliant, and will not be allocated a technical score. The following table shows how these translate to numerical scores:

Scoring Level	Percentage (%) of available marks
High Confidence	100
Good Confidence	70
Low Confidence	30
Unacceptable	Non-Compliant

- **Phase 3 – Negotiation, Final Tender and MEAT:** The final stage will be the evaluation of the Tenderer's final Tenders, submitted following the incorporation of any changes in the Tender as a result of the negotiation phase. An affordability check will also be carried out on all tenders against the yearly funding profile provided in the ITN. The funding profile will be provided at the negotiation stage. The total price of each tender including adjustments must be affordable. Any tender which remains unaffordable or fails will be removed from the competition and will not be evaluated any further. This evaluation will culminate in the ranking of the final Tenders using the MEAT methodology at Annex I and the recommendation of the Winning Tenderer.

Evaluation Tool

D3. The Authority will use the AWARD® software solution from Commerce Decisions Ltd to aid and record the evaluation of your tender at the stages explained within the Evaluation Plan, including the outcome of the Consensus Panels, and the debrief process. It is also used as the repository for Authority provided Supporting Information relevant to this ITN (please refer to paragraphs A22 – A25). More details can be found at <http://www.cd.qinetiq.com>.

D4. Evaluators will primarily access your Tender through the AWARD® tool and will only be granted access to both your paper Tender and/or AWARD® Tender once Tenders have passed through the Tender Board.

Compliance Matrices

D5. The Tenderer shall populate the SRD, SoW and Commercial Compliance Matrices at Annexes E to G by completing the Compliant Yes/No column for each Serial and DEFCON.

Commercial Evaluation

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D6. In addition to the response requirements set out in this, DEFFORM 47 and completion of the commercial compliance matrix as stated at paragraph D5. The commercial responses required and the corresponding evaluation criteria are identified in the table below:

Question Title	Pass / Fail Criteria
<p><u>General terms and Conditions</u></p> <p>Where not specified individually, the terms and conditions of the draft contract shall be evaluated by completion of the Commercial Compliance Matrix against the criteria stated herein.</p>	<p><u>Pass:</u></p> <p>The Tenderer has unconditionally agreed to the draft Contract terms and conditions.</p> <p><u>Fail:</u></p> <p>The Tenderer has rejected in its entirety any term or condition in the draft Contract, published in this ITN.</p>
<p><u>Limitation to the Contractor's Liability</u></p> <p>The Authority does not expect the Tenderer to propose any limit to the Contractor's liabilities under the Contract.</p>	<p><u>Pass:</u></p> <p>The Tenderer has not proposed any financial limitation to the Contractor's liability under the terms of the Contract; or</p> <p>If the Tenderer has proposed a financial limitation to the Contractor's liability under clause 3 of DEFCON 76, the limitation is on a per incident basis, and following a quantitative risk assessment by the Authority, the financial limit is judged not to present the Authority with a contingent liability. The Tenderer must provide the maximum layer of insurance the Tender holds against this risk.</p> <p><u>Fail</u></p> <p>The Tenderer has proposed an aggregate financial limitation to the Contractor's liability under clause 3 of DEFCON 76; or</p> <p>The Tenderer has proposed a financial limitation to the Contractor's liability under clause 3 of DEFCON 76 on a per incident basis, but following a quantitative risk assessment by the Authority, the financial limit is judged to present the Authority with a contingent liability.</p>
<p><u>Key Personnel</u></p> <p>The Tenderer must populate Annex D to the draft Contract with the roles that the Tenderer considers would be fundamental to the delivery of the Contract and the names of the individuals proposed to fulfil those roles, if the Tenderer is successful.</p> <p>The roles identified by the Tenderer need not necessarily be limited to management roles but could, for example, reflect the</p>	<p><u>Pass</u></p> <p>The Tenderer has submitted a completed Annex D to the draft Contract that meets the principles set out in the question.</p> <p><u>Fail</u></p>

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<p>criticality of the skills or subject matter expertise provided by the role for a particular requirement of the Contract.</p>	<p>The Tenderer has failed to submit a completed Annex D to the draft Contract, or</p> <p>The Tenderer has submitted an Annex D; however, it fails to meet the principles set out in the question.</p>
<p><u>Delivery Schedule</u></p> <p>The Tenderer must provide a Delivery Schedule as part of its ITN response. The Delivery Schedule shall identify the delivery dates for the Articles being supplied under Item 1 of the Schedule of Requirements.</p> <p>As a minimum, the Delivery Schedule shall identify the dates for the following Key Activities:</p> <ul style="list-style-type: none">a) Preliminary Design Review (PDR)b) Critical Design Review (CDR)c) Factory Acceptance Test (FAT)d) System Acceptance Test (SAT) <p><i>If successful, this Delivery Schedule will form part of the resulting Contract as Annex E</i></p>	<p><u>Pass</u></p> <p>The Tenderer has submitted a completed Delivery Schedule Annex E to the draft Contract that meets the principles set out in the question.</p> <p><u>Fail</u></p> <p>The Tenderer has failed to submit a completed Delivery Schedule Annex E to the draft Contract, or</p> <p>The Tenderer has submitted a completed Delivery Schedule Annex E; however, it fails to meet the principles set out in the question.</p>
<p><u>Milestone Payment Plan</u></p> <p>The Tenderer shall provide a Milestone Payment Plan for Item 1 of the Schedule of Requirement (SoR); the milestone payment plan shall include the following Anchor milestones only:</p> <ul style="list-style-type: none">a) Completion of CDRb) Completion of SAT <p>There will be no more than one Milestone Payment a month;</p> <p>Each proposed payment relates to a specific deliverable with objective and measurable payment criteria, and has a clear date defined for its completion;</p> <p>The proposed Milestone Payment Plan is structured in such a way as to ensure that the Authority is never pre-paying the Contractor (i.e. the Contractor is never in positive cash flow).</p>	<p><u>Pass:</u></p> <p>The Tenderer has proposed a Milestone Payment Plan for payments for Line Item 1 of the Schedule of Requirements that meets the principles set out in the question.</p> <p><u>Fail:</u></p> <p>The Tenderer has proposed a Milestone Payment Plan for payments for Line Item 1 of the Schedule of Requirements that does not meet the principles set out in the question.</p>
<p><u>Milestone Payment Plan – Support Phase</u></p>	<p><u>Pass:</u></p>

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<p>The Tenderer shall provide a Milestone Payment Plan for Item 2 of the Schedule of Requirement (SoR); the milestone payment plans shall be structured around the principles set out below:</p> <p>a. there will be no more than one Milestone Payment per quarter.</p> <p>b. payments shall be made quarterly in arrears for the service provided in the previous quarter (subject to any deductions)</p>	<p>The Tenderer has proposed a separate Milestone Payment Plan for Line Item 2 of the Schedule of Requirements that meet the principles set out in the question.</p> <p><u>Fail:</u></p> <p>The Tenderer has proposed a Milestone Payment Plan for Line Item 2 of the Schedule of Requirements that does not meet the principles set out in the question.</p>
<p><u>Man Day Rates</u></p> <p>The Tenderer shall provide Man Day Rates at Annex I to the draft contract for Line Item 5 of the Schedule of Requirement (SoR).</p> <p>The rates provided will be used as part of the financial assessment.</p>	<p><u>Pass:</u></p> <p>The Tenderer has provided Man Day Rates at Annex I to the draft contract for Line Item 5 of the Schedule of Requirements.</p> <p><u>Fail:</u></p> <p>The Tenderer has not provided Man Day Rates for Line Item 5 of the Schedule of Requirements.</p>

Commercial Scoring

D7. The Authority believes that there is nothing contentious in the proposed terms and conditions. Thus, the evaluation will be a simple 'Pass / Fail' assessment i.e. if a Tender fails to meet any commercial evaluation criterion it will be considered non-compliant and it will be rejected in its entirety.

Technical Scoring

D8. The scoring mechanism to be measured against each criterion will be a Confidence scheme. Proposals will be assessed against what level of confidence the evidence provided gives that the solution will meet the Authority's requirements, See Annex H.

D9. The criteria question set includes specific deliverables identified with page caps where appropriate and correlate to both the JNMS SoW and the JNMS SRD. It is essential that Tenderers answer this detailed question set in accordance with the instructions provided.

D10. For each criterion, the Tenderer's solution must meet or exceed the threshold score specified for that criterion at Annex H. If a Tenderer's solution fails to achieve the threshold score by scoring 'Unacceptable' on three or more criteria, then the Tenderers entire solution will be judged unacceptable and will be removed from the competition without further consideration.

D11. Tenderers will note that the Tender deliverables that are responses to the questions are intended to take the form of living documents after contract award should the Tenderer be successful in winning the tender. Where a Tender deliverable matches a contract deliverable the Tenderer shall produce a Tender response that can be developed into a contract deliverable after contract award.

System Requirements Compliance Matrix

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D12. Completion of the compliance matrices in conjunction with criteria question responses completes the technical assessment of JNMS. The Authority will be evaluating Tenderer's responses to SR compliance across the requirement set and the evidence to provide confidence that compliancy can be met.

D13. Tenderer's are required to supply relevant satisfaction arguments against SR compliance and use the remarks and reference columns to provide additional confidence to the Authority that their solution is adequate and low risk. The performance column will be used to assess whether the Tenderer can meet the threshold criteria, or where applicable, provide added value and meet objective performance criteria.

D14. The Tenderer must be aware of critical requirements assessed to progress through Phase 1; in this instance, Key, Mandatory and Priority 1 System Requirements at threshold criteria. They are the attributes of the requirement for which compliance is considered essential during the Phase 1 assessment of tender submissions.

Requirement Groups	Phase 1
Key / Mandatory / Priority 1 Threshold	Assessed for Pass / Fail Please note: If the Bidder is non-compliant against SR40 (Priority 1) and SR98 (Key) this will not result in an automatic fail.

Man Day Rates

D15. Tenderers are required to provide man day rates for the duration of the JNMS Contract (Provision and Support). For tender evaluation purposes these rates will be multiplied by the number of days described in the table below as predicted man days of effort that will be required for the relevant grades and years of the contract. The subsequent cost resulting from this analysis will be added to the Tenderer's total Firm Price.

Resource Description	Days per Year (for each year of the Contract)
Director	5
Principle	20
Senior	50
Junior	20
Administrator	5
Total Days	100

Proposal Assessment Panel

D16. The Proposal Assessment Team (PAT) will comprise of a mix of Authority individuals and contracted client Technical Assistance.

D17. The PAT evaluation will be split into three evaluation pillars:

- Technical;
- Financial;
- Commercial.

D18. The PAT will evaluate specific areas of the submitted Tender allocated to them. They will score against the Tenderers ability to meet the criteria, requirements and standards outlined in the

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published criteria question. Individuals will document a narrative description of the strengths, weaknesses and areas requiring clarification to support the Tender score.

D19 The Commercial / Financial and Technical reviews will be undertaken separately and in strict isolation.

Consensus Panel

D20. The lead evaluators for each evaluation criterion will convene a consensus evaluation panel following the completion of the individual evaluation of the Tenderers solutions for each criterion.

D21. The consensus panel will be responsible for confirming the Tenderers performance at the technical assessment. The panel will be attended by all the individual evaluators allocated to that evaluation criterion. Their role will be to review, discuss and reach consensus on both the scores and supporting rationale awarded to each Tender for their evaluation criterion. The lead evaluator will enter the consensus score and supporting rationale into AWARD®.

Negotiation

D22. The Authority will notify you of the outcome of the Phase 2 full assessment of your Tender and, if applicable, issue an indicative timetable for negotiations with commencement and completion dates for each Tenderer. This timetable will ensure that each Tenderer has the opportunity of the same overall contact time with the Authority during the negotiation period. Negotiations will have the aim of adapting Tenderers' proposals to the requirements specified in this ITN.

D23. The Authority will allocate each invited Tenderer a Negotiation slot by lottery.

Calculating the Overall Technical Score

D24. The Authority will only calculate an Overall Technical Score for those Tenders that are commercially compliant and achieve the threshold Score for each evaluation Criteria. The Authority will calculate the '**Overall Technical Score**' in the following way:

- the score awarded for each technical criterion will be multiplied by the predetermined weighting percentage for that criterion set out in Annex H; and
- the resulting sums from the paragraph above will then be added together to give a '**Overall Technical Score**'. This will be rounded to two decimal places.

Calculating the Winning Technical Score

D25. Once the Overall Technical Score for a particular Tenderer has been calculated that score will be converted into a RVfM Winning Technical Score, in accordance with Annex I.

[Redacted]

Section E – Instructions on Submitting

Tenders Submission of your Tender

- E1. Tenders must be sent to the Tender Board and uploaded into AWARD® by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserve the right to reject any Tender received after the stated date and time. You must provide **1 paper and 1 CD un-priced copy** and **1 paper and 1 CD priced copy** to the Tender Board.
- E2. You must include the electronic copies of the priced and unpriced Tender with the associated paper copies 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) at Annex D 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 and is specific to the requirement. Furthermore, it is your responsibility to direct the Authority to the evidence within your Tender relevant to each Evaluation Criteria, using the referencing function within the AWARD® tool. The Authority is not obliged to look for additional evidence within the Tender over and above that explicitly referenced to a specific Evaluation Criteria. Any supporting documentation that is not specific to this requirement (e.g. marketing material) will not be considered.

Submission of Tender on AWARD®

- E9. The AWARD® tool will require you to upload your Tender into Technical and Commercial folders with individual documents referenced to each of the applicable Evaluation Criteria.
- E10. You must upload your Tender documents into the relevant folder within the “**Bidder Response (Upload Response Documents)**” area. Documents that contain financial or pricing information must only be uploaded to the Commercial folder. This will enable the Authority to control which Evaluator will have access to this type of information.
- E11. Each Criteria Question has an answer sheet. The Bidder must provide a response and enter references in the “**Provide Response and Enter References**” area. Within each “**Answer Sheet - Bidder Response**” the Bidder must provide its “**Bidder Indicative Compliance**” by completing the following fields:
- a. “**Answer**”: The Bidder must enter the level of compliance of its solution to the requirements associated with the Evaluation Criteria.

[Redacted]

b. **“Rationale”**: If the Bidder’s **“Answer”** is “Partially Compliant” or “Non-Compliant” then the Bidder must enter an explanation of the partial or non-compliance and the reason for such non-compliance into the rationale box. If the Bidder’s response is “Compliant” then it has the option to enter an explanation.

c. **“References”**: If the Bidder’s explanation of the partial or non-compliance is contained within documents that have been uploaded to AWARD® then the Bidder must ensure that it enters all relevant search strings to the documents in the **“References”** area;

d. **Status**: the Bidder must set the **“Status”** to “Complete” when the Bidder has finished entering the **“Bidder Indicative Compliance”**.

E12. If required within an **“Answer Sheet - DS Bidder Response”** the Bidder must also provide its **“Bidder Response”** by completing the following fields:

a. **“Answer”**: the Bidder must provide a brief explanation of how each **“Reference”** relates to the Evaluation Criteria;

b. **“References”**: the Bidder must ensure that a **“Reference”** is provided to each document uploaded that relates to the Evaluation Criteria. Any evidence that the Bidder wishes to be evaluated as part of DS must be appropriately referenced in this area;

C. **“Status”**: the Bidder must set the **“Status”** to “Complete” when the Bidder has finished entering the **“Bidder Response”**.

Samples

E13. Samples are not Required.

[Redacted]

Section F – Conditions of Tendering

F1. The issue of ITN Documentation or ITN 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 ITN;
- 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 ITN at any time, or re-invite Tenders on the same or any alternative basis;
- g. re-issue this ITN 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 the preceding invitation to submit Final Tender 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 C5. 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 ITN 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 behavior 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.

[Redacted]

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 05-99. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

F10. Tenderers are required to identify separately the cost per item of any additional requested GFA outside of that listed at Annex G to the draft Contract. The tendered prices will be adjusted to take account of any GFA requested that the MOD is willing to provide (i.e. the cost of the MOD providing such an item will be added to their tendered prices). The purpose of this is to ensure the evaluation is based on the total cost to the Authority of the Tenderers proposal.

F11. Tenderers are required to identify separately the cost of any Special Jigs, Tooling and Test Equipment (JTTE) that they will need to purchase to fulfil the contract, including any maintenance and calibration costs.

Standstill Period

F12. 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.

[Redacted]

[Redacted]

Publicity Announcement

F13. 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.

F14. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

F15. 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

F16. 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.

F17. 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 or SC2 Schedule 5) at Annex B 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.

F18. 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 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

F19. 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.

F20. 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.

F21. 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.

Sustainable Development

F22. The Authority is very committed to achieving sustainable development goals through educating the supply chain, developing performance measures and sharing best practice. This is not a condition to working with the Authority now or in the future, nor part of the contract. It is however a commitment on our part to encourage and support sustainable development and we are committed to working with you to this end. The Authority very much hopes that you share this

[Redacted]

[Redacted]

commitment and we will discuss sustainable development further with the successful Tenderer during the performance of any resultant contract.

Security

F23. The following applies in addition to your responsibilities under section A15:

- a. Some of the ITN documents and material have been classified as OFFICIAL-SENSITIVE. You shall comply with such security measures as are prescribed in the Security Policy Framework issued by the Cabinet Office in its capacity as UK National Security Authority for the safeguarding of protected information entrusted to or generated by the Tenderer in connection with this ITN.
- b. A Security Aspects Letter (SAL) defining the security classifications that apply to specific areas of the project is included at Annex F to the draft Contract. You must provide the Authority with the contact details of your nominated Security Officer for matters relating to this ITN/project within your Tender.
- c. You are required to ensure that any OFFICIAL-SENSITIVE documents are not transmitted via insecure facsimile or via the internet either in the UK or overseas. Any transmission of OFFICIAL-SENSITIVE documents/material should be sent in accordance with the Security Policy Framework.
- d. If copies of ITN documents/material are required for the purposes of preparing your tender, you must create and maintain a control record of such copies. Documentation/material and any copies thereof shall be disseminated only to those personnel who require access to carry out their role directly related to the development of your Tender. The foregoing applies to you (the Tenderer) all bid team members and any proposed Sub-contractors, all of which must protect this information in accordance with the Security Policy Framework.

Remedies for Breach of Contract

F24. You should be aware of the contractual remedies set out within the draft Contract which may apply in the event of a breach of Contract by the Contractor. However, you should also note that in exercising its rights and remedies under the Contract the Authority must act in a reasonable and proportionate manner having regard to the nature and consequences of the breach of Contract. If you are unsure about the potential liability under the contract, you should seek advice from the named Commercial Officer.

[Redacted]

Ministry of Defence

Tender Ref No.

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 ITN 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	

[Redacted]

Have you completed Form 1686 for sub-contracts?	Yes / No
Have you completed the compliance matrix/ matrices? Yes / No / Not Required	
Have you completed the compliance matrix/ matrices?	Yes / No / Not Required
Are you a Small Medium Sized Enterprise (SME)?	Yes / No
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 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> <ol style="list-style-type: none"> the offered price has not been divulged to any Third Party, no arrangement has been made with any Third Party that they should refrain from tendering, no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, no discussion with any Third Party has taken place concerning the details of either's proposed price, and 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 ofYear.....	
Signature:	In the capacity of
(Must be original)	(State official position e.g. Director, Manager, Secretary etc.)

[Redacted]

[Redacted]

<p>Name: (in BLOCK CAPITALS)</p> <p>duly authorised to sign this Tender for and on behalf of:</p> <p>(Tenderer's Name)</p>	<p>Postal Address:</p> <p>Telephone No:</p> <p>Registered Company Number:</p> <p>Dunn And Bradstreet number:</p>
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[Redacted]

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.

[Redacted]

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

[Redacted]

[Redacted]

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 DEFCON 539.

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 at Annex C with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

[Redacted]

[Redacted]

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 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 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 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](mailto: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.

[Redacted]

Tenderer's Commercially Sensitive Information Form

ITT Ref No:
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:

The Statement Relating To Good Standing

Contract Title: *[insert title of the contract]*

Contract Number: *[insert contract number]*

1. We confirm, to the best of our knowledge and belief, that ***[insert potential supplier]*** including its directors or any other person who has powers of representation, decision or control of ***[insert potential supplier]*** 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;
 - (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*;

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

- (a) being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or 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 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;

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OFFICIAL-SENSITIVE - COMMERCIAL

- (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;

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 the 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	
Signed (By Director of the Organisation or equivalent)	
Date	

Not to be used for General
Correspondence with the
Ministry

Affix
Stamp
Here

THE TENDER BOARD
Defence Equipment and Support Commercial
The Central Gatehouse
MOD Abbey Wood South
Bristol BS34 8JH

Tender No:
SACC/00039
Due 10 am on
25th April 2018

DEFFORM 28ABW
Edn.06/17

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Commercial Compliance Matrix

Indicating ‘fully compliant’ against the below Contract Conditions indicates unconditional acceptance of all clauses or parts that constitute the Condition and any notes that may apply.

Reference	Title	Indication of Compliance: Fully Compliant or Non-Compliant	Comments
1	Schedule of Requirements		
1.1	Table 1 - Requirements		
2	General Conditions		
DEFCON501 (Edn.11/17)	Definitions and Interpretations		
DEFCON503 (Edn.12/14)	Formal Amendments to Contract		
DEFCON515 (Edn.02/17)	Bankruptcy and Insolvency		
DEFCON516 (Edn.04/12)	Equality		
DEFCON518 (Edn.02/17)	Transfer		
DEFCON520 (Edn.02/17)	Corrupt Gifts and Payments of Commission		
DEFCON526 (Edn.08/02)	Notices		
DEFCON527 (Edn.09/97)	Waiver		
DEFCON528 (Edn.07/17)	Import and Export Licences		
DEFCON528 App	Appendix to DEFCON 528 - Overseas Expenditure, Import and Export Licences		
DEFCON529 (Edn.09/97)	Law (English)		
DEFCON530 (Edn.12/14)	Dispute Resolution (English Law)		
DEFCON531 (Edn.11/14)	Disclosure of Information		
DEFCON532A (Edn.06/10)	Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)		
DEFCON537 (Edn.06/02)	Rights of Third Parties		
DEFCON538 (Edn.06/02)	Severability		
DEFCON539 (Edn.08/13)	Transparency		
DEFCON550 (Edn.02/14)	Child Labour and Employment Law		
DEFCON566 (Edn.03/18)	Change of Control of Contractor		

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DEFCON620 (Edn.05/17)	Contract Change Control Procedure		
DEFCON656B (Edn.08/16)	Termination for Convenience – Over £5M		
DEFCON659A (Edn.02/17)	Security Measures		
DEFCON660 (Edn.12/15)	Official-Sensitive Security Requirements		
DEFCON691 (Edn.03/15)	Timber and Wood - Derived Products		
2.1	Completion of Work		
2.2	Contractor's Personnel		
2.3	Contractor's Proposals		
2.4	Definitions		
2.5	Disclosure of Information		
2.6	Entire Agreement		
2.7	Order of Precedence		
2.8	Period of Contract		
2.9	Publicity		
2.10	Responsibility of the Contractor		
2.11	Security Vetting of Contractor's Personnel and Places of Work		
2.12	Sub-Contracts		
2.13	Sustainable Procurement – Best Practice		
2.14	Sustainable Procurement – Legislative Requirements		
2.15	TUPE		
3	Specifications, Plans, etc.		
DEFCON68 (End.02/17)	Supply of Data for Hazardous Articles, Materials and Substances		
DEFCON117 (Edn.10/13)	Supply of Information for NATO Codification and Defence Inventory Introduction		
DEFCON126 (Edn.11/06)	International Collaboration		
DEFCON129 (Edn.18/11/16)	Packaging (for Articles other than Munitions)		
DEFCON129J (Edn.18/11/16)	The Use of the Electronic Business Delivery Form		
DEFCON502 (Edn.05/17)	Specification Changes		
DEFCON601 (Edn.04/14)	Redundant Materiel		

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DEFCON602B (Edn.12/06)	Quality Assurance (Without Deliverable Quality Plan)		
DEFCON606 (Edn.06/14)	Change and Configuration Control Procedure		
DEFCON607 (Edn.05/08)	Radio Transmissions		
DEFCON608 (Edn.10/14)	Access and Facilities to be Provided by the Contractor		
DEFCON624 (Edn.11/13)	Use of Asbestos		
DEFCON627 (Edn.12/10)	Quality Assurance - Requirement for a Certificate of Conformity		
DEFCON637 (Edn.05/17)	Defect Investigation and Liability		
DEFCON644 (Edn.05/17)	Marking of Articles		
DEFCON658 (Edn.10/17)	Cyber		
DEFCON697 (Edn.07/13)	Contractors on Deployed Operations		
3.1	Access to the Contractor's Premises and Technical Information		
3.2	Commercial Risk		
3.3	Cyber		
3.4	Export Licences		
3.5	Quality Assurance		
3.6	Safety		
3.7	Tasking – Ad hoc		
3.8	Tasking Procedure		
4	Price		
DEFCON127 (Edn.12/14)	Price Fixing Condition for Contracts of Lesser Value		
DEFCON619A (Edn.09/97)	Customs Duty Drawback		
DEFCON643 (Edn.12/14)	Price Fixing (Non- qualifying Contracts)		
4.1	Import Duty		
4.2	Limit of Liability for Line 5		
4.3	Pricing		
4.4	Travel and Subsistence		
5	Intellectual Property Rights		
DEFCON14 (Edn.11/05)	Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs		

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DEFCON15 (Edn.02/98)	Design Rights and Rights to Use Design Information		
DEFCON16 (Edn.10/04)	Repair and Maintenance Information		
DEFCON21 (Edn.10/04)	Retention of Records		
DEFCON 90 (Edn.11/06)	Copyright		
DEFCON91 (Edn.11/06)	Intellectual Property Rights in Software		
DEFCON126 (Edn.11/06)	International Collaboration Clause		
DEFCON632 (Edn.08/12)	Third Party Intellectual Property - Rights and Restrictions		
DEFCON703 (Edn.08/13)	Intellectual Property Rights - Vesting in the Authority		
5.1	Definitions		
5.2	Copyright Clause – Technical Support Contractors		
5.3	The Authority's Rights to Have Access to and to Use, Interface Information		
5.4	Intellectual Property Rights Applicable to Sub-Contracts		
5.5	Intellectual Property in Software		
5.6	IPR Conditions Applicable to Project Training Documentation		
5.7	Integration		
5.8	Commercial Exploitation		
5.9	Deliverables Subject to Vesting		
5.10	Security of Supply		
6	Loans		
DEFCON23 (Edn.08/09)	Special Jigs, Tooling and Test Equipment		
DEFCON76 (Edn.12/06)	Contractor's Personnel at Government Establishments		
DEFCON611 (Edn.02/16)	Issued Property		
DEFCON694 (Edn.03/16)	Accounting for Property of the Authority		
6.1	Government Furnished Assets - GFA		
7	Delivery		

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DEFCON5J (Edn.18/11/16)	Unique Identifiers		
DEFCON82 (Edn.11/16)	Special Procedures for Initial Spares		
DEFCON113 (Edn.02/17)	Diversion Orders		
DEFCON507 (Edn.10/98)	Delivery		
DEFCON514 (Edn.08/15)	Material Breach		
DEFCON524 (Edn.10/98)	Rejection		
DEFCON525 (Edn.10/98)	Acceptance		
DEFCON612 (Edn.10/98)	Loss of or Damage to the Articles		
DEFCON621A (Edn.06/97)	Transport (If The Authority Is Responsible For Transport)		
DEFCON621B (Edn.10/04)	Transport (if Contractor is responsible for transport)		
7.1	Anchor Milestones		
7.2	Delivery Schedule		
7.3	Self-To-Self Delivery		
8	Payments/Receipts		
DEFCON513 (Edn.11/16)	Value Added Tax		
DEFCON522 (Edn.11/17)	Payment and Recovery of Sums Due		
DEFCON534 (Edn.06/97)	Subcontracting and Prompt Payment		
DEFCON649 (Edn.12/16)	Vesting		
DEFCON670 (Edn.02/17)	Tax Compliance		
8.1	Interim Payments		
8.2	Payments		
9	Contract Administration		
DEFCON604 (Edn.06/14)	Progress Reports		
DEFCON609 (Edn.06/14)	Contractor's Records		
DEFCON642 (Edn.06/14)	Progress Meetings		
DEFCON647 (Edn.09/13)	Financial Management Information		
9.1	Co-operation on Expiry of Contract		
9.2	Earned Value Management		
9.3	Key Performance Indicators (KPIs)		
9.4	Meetings Governance		
9.5	Progress Meetings		
9.6	Progress Reporting		
Contract Appendices/Annexes			
Appendix to Contract	DEFFORM 111 – Addresses and Other Information		

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Annex A	Statement of Work		
Annex B	System Requirements Document		
Annex C	Contractor's Proposal		
Annex D	List of Key Personnel and CVs		
Annex E	Delivery Schedule		
Annex F	Security Aspects Letter (SAL)		
Annex G	Government Furnished Assets (GFA)		
Annex H	Milestone Payment Plan		
Annex I	Man Day and Travel and Subsistence Rates		
Annex J	Tasking Authorisation Form (TAF)		
Annex K	Task Register		
Annex L	DEFFORM 177 - Design Rights and Patents (Sub-Contractors) Agreement		
Annex M	DEFFORM 315s - Contract Data Requirements		
Annex N	Commercial Exploitation Agreement		
Annex O	Key Performance Indicators (KPIs)		
Annex P	DEFFORM 691A Timber and Wood-Derived Products Supplied under the Contract-Data Requirements		