



Invitation To Negotiate
C17CSAE/708156451
For the Provision of Parachute Packing
and Maintenance in the UK
Annex A
Tenderer Submission Document (Offer)

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**ANNEX A – TENDER SUBMISSION DOCUMENT (OFFER) – REF NUMBER
ITN 708156451**

**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 and ITN Material, 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 Terms & Conditions or any amendments issued by the Authority shall apply.

Applicable Law					
I agree that any Contract resulting from this competition shall be subject to English Law					Yes / No
Total Value of Tender (excluding VAT)					
£					
WORDS					
UK Value Added Tax					
If registered for Value Added Tax purposes, 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		

<p>If the Tenderer selects 'yes' to any of the below questions where the 'yes' is marked with an asterisk (*Yes);</p> <p>and/or</p> <p>selects 'no' to any of the questions below where it states that Tenderers should detail why in Appendix 2</p> <p>using the information detailed in Appendix 1 (Information on Mandatory Declarations) to this Annex A, the Tenderer must provide required information in Appendix 2 to this Annex A (Tenderer Responses) using the 'Tender Submission Document (Offer) (Annex A)' template in response to RoR ID 4 within the Qualification Envelope.</p>	
<p>Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions?</p> <p>If the answer is Yes, using the information detailed in Appendix 1 please complete and attach DEFFORM 528 in response to RoR ID 5 within the Qualification Envelope on the DSP. If the answer is no Tenderers should respond to RoR ID 5 advising this is the case.</p>	Yes* / No
<p>Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?</p> <p>If the answer is Yes, using the information detailed in Appendix 1 please complete and attach DEFFORM 711 in response to RoR ID 6 within the Qualification Envelope on the DSP. If the answer is no Tenderers should upload a document in response to RoR ID 6 explaining why a DEFFORM 711 is not required.</p>	Yes*/No
<p>Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions?</p> <p>If the answer is Yes, using the information detailed in Appendix 1 please provide details as required in Appendix 2. If the answer is No, please detail why this is the case in Appendix 2 of this Annex A.</p>	Yes* / No
<p>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?</p> <p>If the answer is Yes, using the information detailed in Appendix 1 please provide details as required in Appendix 2. If the answer is No, please detail why this is the case in Appendix 2 of this Annex A.</p>	Yes / No
<p>Have you completed and attached a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service, together with a Cyber Implementation Plan as appropriate?</p> <p>If the answer is Yes, refer to the information detailed in Appendix 1 and respond to RoR ID 7 within the Qualification Envelope on the DSP. If the answer is no Tenderers should upload a Cyber Security Implementation Plan in response to RoR ID 7 within the Qualification Envelope on the DSP</p>	Yes* / No / N/A

in accordance with paragraph 13 (Completing the Pass/Fail Cyber Risk Evaluation or Cyber Security Implementation Plan Evaluation (RoR ID 7)) of Annex C (Instructions to Tenderers).	
<p>Have you completed Form 1686 for Sub-Contracts?</p> <p>If the answer is Yes, using the information detailed in Appendix 1 please complete and attach Form 1686 in response to RoR ID 8 within the Qualification Envelope on the DSP. If the answer is no Tenderers should upload a document in response to RoR ID 8 explaining why a Form 1686 is not required.</p>	Yes* / No
Have you completed the compliance matrix / matrices?	Yes / No / N/A
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
<p>Have you completed and attached Tenderer's Sensitive Information form?</p> <p>If the answer is Yes, using the information detailed in Appendix 1 please complete and attach DEFFORM 539A in response to RoR ID 9 within the Qualification Envelope on the DSP. If the answer is no Tenderers should upload a document in response to RoR ID 9 explaining why a DEFFORM 539A is not required.</p>	Yes* / No
<p>If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?</p> <p>If the answer is Yes, using the information detailed in Appendix 1 please complete and attach a Statement Relating to Good Standing in response to RoR ID 10 within the Qualification Envelope on the DSP. If the answer is no Tenderers should upload a document in response to RoR ID 10 explaining why a Statement Relating to Good Standing is not required.</p>	Yes* / No / N/A
<p>Do the Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?</p> <p>If the answer is Yes, using the information detailed in Appendix 1 please provide details as required in Appendix 2 to this Annex A.</p>	Yes* / No
<p>Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?</p> <p>Note, Tenderers must submit a DEFFORM 68 with their Tender. Using the information detailed in Appendix 1 please complete and attach a DEFFORM 68 in response to RoR ID 11 within the Qualification Envelope on the DSP.</p>	Yes* / No
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as	Yes* / No

<p>it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly.</p> <p>If the answer is Yes, using the information detailed in Appendix 1 please provide details as required in Appendix 2 to this Annex A.</p>	
<p>Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?</p>	Yes / No / Not Required
<p>Have you complied with the requirements of the Regulatory Compliance Matrix (Annex 6 to Schedule D (Specification).</p> <p>If the answer is No, please detail why in Appendix 2 to this Annex A.</p>	Yes / No / Not Required
<p>Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITN?</p> <p>If the answer is No, please detail why in Appendix 2 to this Annex A.</p>	Yes / No
<p>Tenderer's Declaration of Compliance with Competition Law</p>	
<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 tender processes, including value for money and related purposes. We certify that we have identified any Sensitive Information in the Tenderer's Sensitive Information form (DEFFORM 539A).</p>	
<p>Dated this..... day of Year</p>	

Signature:		In the capacity of	
(Must be scanned original)		(State official position e.g. Director, Manager, Secretary etc.)	
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)		Postal Address: Telephone No: Registered Company Number: Dunn And Bradstreet number:	

**APPENDIX 1 (INFORMATION ON MANDATORY DECLARATIONS) TO ANNEX A
TENDER SUBMISSION DOCUMENT (OFFER)****Information on Mandatory Declarations****1 IPR RESTRICTIONS**

- 1.1 You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.
- 1.2 In particular, you must identify:
 - 1.2.1 any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, 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;
 - 1.2.2 any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables;
 - 1.2.3 the nature of any allegation referred to under sub-paragraph 1.2.2, including any obligation to make payments in respect of the Intellectual Property Right of any confidential information; and / or
 - 1.2.4 any action you need to take, or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 1.2.2.
- 1.3 You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1.1 and 1.2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 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.
- 1.4 You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

2 NOTIFICATION OF FOREIGN EXPORT CONTROL RESTRICTIONS

- 2.1 If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for

which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

- 2.2 In respect of any Contractor Deliverables, likely to be required for the performance of any resultant Contract, you must provide the following information in your Tender:

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

- 2.2.1 a non-UK export licence, authorisation or exemption; or
- 2.2.2 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 2.2 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.

- 2.3 You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 2.2. 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.
- 2.4 This does not include any Intellectual Property specific restrictions mentioned in paragraph 1.2.
- 2.5 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 2.2.
- 2.6 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.

3 IMPORT DUTY

- 3.1 United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.
- 3.2 For the purpose of this competition, for any deliverables not yet imported into the UK, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the

procedure code) and the estimated Import Duty to be incurred and/or suspended.

- 3.3 You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate His Majesty's Revenue & Customs (HMRC) authorisations.

4 CYBER RISK

- 4.1 Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of 'very low'. The Risk Assessment Reference is RAR 131900429. Tenderers are required to complete the Supplier Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Implementation Plan as appropriate.

5 SUB-CONTRACTS FORM 1686

- 5.1 Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. 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. Form 1686 and further guidance can be found in the Cabinet Office's [Contractual Process](#).

6 SMALL AND MEDIUM ENTERPRISES

- 6.1 The Authority is committed to supporting the Government's Small and Medium-sized Enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of the Authority's spending should be spent with SMEs by 2022; this applies to the money which the Authority spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of SME.
- 6.2 A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their Sub-Contractors are encouraged to make their own commitment and register with the <https://www.smallbusinesscommissioner.gov.uk/ppc/>.
- 6.3 Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policies and our SME Action Plan can be found at [Gov.UK](#) and the DSP.
- 6.4 The opportunity also exists for Tenderers to advertise any Sub-Contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: <https://www.gov.uk/guidance/subcontract-advertising>. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrcISSM-Suppliers@mod.gov.uk.

7 TRANSPARENCY, FREEDOM INFORMATION AND ENVIRONMENTAL

INFORMATION REGULATIONS

- 7.1 The Authority shall publish notification of the Contract and publish Contract documents where required following a request 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.
- 7.2 The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's [Transparency Principles](#) and in accordance with the provisions of DEFCON 539A.
- 7.3 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 2004 ("the **EIR**").
- 7.4 You must complete the attached Tenderer's Sensitive Information form (DEFFORM 539A) explaining which parts of your Tender you consider to be Sensitive Information (as defined in DEFCON 539). This includes providing a named individual who can be contacted with regard to FOIA and EIR.
- 7.5 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.

8 ELECTRONIC PURCHASING

- 8.1 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. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

9 CHANGE OF CIRCUMSTANCES

- 9.1 In accordance with paragraph 9 of the ITN document (Material Change of Control), if your circumstances have changed, please select 'Yes' to the appropriate question on DEFFORM 47 Annex A and submit a Statement Relating to Good Standing with your Tender.

10 ASBESTOS, HAZARDOUS ITEMS AND DEPLETION OF THE OZONE LAYER

- 10.1 The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone layer. Where any Contractor Deliverables fall into one of these categories select 'Yes' to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

11 REGULATORY REQUIREMENTS

- 11.1 Tenderers are required to comply with applicable regulatory policy and regulation. Acceptable Means of Compliance (AMC) and Alternate Acceptable Means of Compliance (AAMC) are strongly recommended practices and a justification will be required if they are not followed. Tenderers must consult the relevant regulator where there is more than one AMC or AAMC. You must confirm how you intend to comply with the regulatory requirements.

12 BANK OR PARENT COMPANY GUARANTEE

- 12.1 A Bank or Parent Company Guarantee is not required.

**APPENDIX 2 (TENDERER RESPONSES) TO ANNEX A TENDER SUBMISSION
DOCUMENT (OFFER)**

***[NOTE TO TENDERERS: Tenderers must add the required information below in
response to the Mandatory Declarations above where required]***