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StratCom Comrcl C1-18
Commercial Officer
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A104, A Block, RAF Wyton
Huntingdon, Cambs
PE28 2EA

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Invited Suppliers

Your Reference:

Our Reference: 701478374

Date: 28 March 2022

Dear Sir/Madam,

Invitation To: Negotiate Reference Number: 701478374 - Project SOCIETAS

1. You are invited to tender for Project SOCIETAS in accordance with the attached documentation.

2. The requirement is to contract with Industry in order to support the following Authority objectives:

   a. To sustain and enhance delivery of Electronic Warfare (EW) Mission Data and related intelligence outputs to the UK joint force on an assured and enduring basis;

   b. to support an increased UK contribution to Five Eyes Partners (FVEYS) EW collaboration, meeting formal UK obligations and securing reciprocal access to current and future allied EW data and capabilities; and

   c. to build and maintain a UK mission data capability.

3. The anticipated date for the contract award decision is 28 November 2022, please note that this is an indicative date and may change.

4. You must submit your Initial Tender to the Defence Sourcing Portal by 10 May 2022 14:00 GMT.

5. Please note that this procurement is exempt from the application of the Public Contracts Regulations 2015 ("**PCR**") and the Defence and Security Public Contracts Regulations 2011 ("**DSPCR**") pursuant to Regulation 7(1)(a) of the DSPCR and Article 346(1)(a) of the Treaty on the Functioning of the European Union, in order to protect UK essential security interests. The obligations, rights and remedies under the PCR and/or DSPCR therefore do not apply to this procurement.

Yours faithfully

Personal data redacted Under FOI Section 40
StratCom Comrcl C1-18
For UKStratCom Commercial Head

Ministry of Defence

Invitation to Negotiate

for

Project SOCIETAS

Tender Reference 701478374

Invited Suppliers

Supplier Name	Supplier Address
Leonardo UK Limited	300 CAPABILITY GREEN LUTON GB LU1 3PG
QinetiQ Limited	CODY TECHNOLOGY PARK IVELY ROAD GB GU14 0LX

Requirements

The Statement of Requirements is at Schedule 2.1 to the attached Contract.

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Terms and Conditions

DEFFORM 47

Contents

This Invitation to Negotiate sets out the requirements that Tenderers must meet to submit a valid Tender. It also contains the draft Contract, further related documents and forms and sets out the Authority's position with respect to the procurement.

This invitation consists of the following documentation:

DEFFORM 47 – Invitation To Negotiate. The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this procurement. For ease it is broken into:

- Section A – Introduction Page 8
- Section B – Key Tendering Activities Page 13
- Section C – Instructions on Preparing Tenders Page 18
- Section D – Tender Evaluation (provided as a separate document)
- Section E – Instructions on Submitting Tenders Page 21
- Section F – Conditions of Tendering Page 22
- DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1
- Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations

In addition to Section D (Tender Evaluation), the following are provided as separate documents

- DEFFORM 47 Annex B - Commercial Compliance Matrix
- DEFFORM 47 Annex C - Tender Submission Guidance:
    - Appendix 1 to Annex C - Pricing Template
    - Appendix 2 to Annex C - Pricing Template Supporting Information
    - Appendix 3 to Annex C - Requirements of Response (ROR)
    - Appendix 4 to Annex C - Affordability
    - Appendix 5 to Annex C - Data Room Artefacts
    - Appendix 6 to Annex C – Additional SQEP Requirement
- DEFFORM 47 Annex D - TUPE Information
- DEFFORM 47 Annex E - ITN Deliverable Checklist
- DEFFORM 47 Annex F - ITN Security Aspects Letter
- DEFFORM 47 Annex G – ITN Insurance Response Table (ROR 2.1)

- Contract Documents (as per the contents table in the Terms and Conditions)
    - Terms and Conditions of Contract and Schedules, Annexes and/or Appendices
- DEFFORM 539A (at Contract Schedule 4.2) – Tenderer's Commercially Sensitive Information Form.

Section A - Introduction

DEFFORM 47 Definitions

In this ITN the following words and expressions shall have the meanings given to them below:

A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.

A2. “Compliance Regime” is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.

A3. “Conditions of Tendering” means the conditions set out in this DEFFORM 47 that govern the procurement.

A4. A “Consortium Arrangement” means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.

A5. “Contract” means a Contract entered into between the winning Tenderer and the Authority, should the Authority award a Contract as a result of this procurement.

A6. “Contract Terms and Conditions” means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the winning Tenderer and the Authority, should the Authority award a Contract as a result of this procurement.

A7. “Contractor Deliverables” means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.

A8. “Cyber Security Model” means the model defined in DEFCON 658.

A9. “Defence Sourcing Portal” means the electronic platform in which Tenders are submitted to the Authority.

A10. "Final Tender" means the tender received from Tenderers following conclusion of the first round call for Initial Tenders as set out in Section B (Key Tendering Activities).

A11. “Government Furnished Information” means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.

A12. "Initial Tender" means the first tender return received from Tenderers as set out in Section B (Key Tendering Activities).

A13. “ITN Documentation” means this ITN and 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.

A14. “ITN Material” means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITN.

A15. “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.

A16. The “Statement of Requirement” The Statement of Requirement is at Schedule 2.1 and means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A17. A ‘Sub-Contractor’ means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

A18. A “Sub-Contracting Arrangement” means a group of economic operators who have

come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

A19. A “Tender” is the offer that you are making to the Authority.

A20. “Tenderer” means the economic operator submitting a response to this Invitation to Negotiate. Where “you” is used this means an action on you the Tenderer.

A21. A “Third Party” is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

Purpose

A22. The purpose of this ITN is to invite you to submit a Tender, in accordance with the instructions set out in this ITN, to propose a solution and best price to meet the Authority’s requirement. This documentation explains and sets out the:

a. timetable for the next stages of the procurement;

b. instructions, conditions and processes that governs this procurement;

c. information you must include in your Tender and the required format;

d. administrative arrangements for the receipt and evaluation of Tenders;

e. criteria and methodology for the evaluation of Tenders; and

f. Contract Terms and Conditions.

A23. The sections in this ITN and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A24. This Requirement was Advertised (Publication: DSP; Publication Date: 31/03/2021 under the following reference: Contract Notice (20210331-MOD-DSP-Contract Notice (CN) - Project SOCIETAS) 701478374.

A25. This Procurement is exempt from the application of the Public Contracts Regulations 2015 ("**PCR**") and the Defence and Security Public Contracts Regulations 2011 ("**DSPCR**") pursuant to Regulation 7(1)(a) of the DSPCR and Article 346(1)(a) of the Treaty on the Functioning of the European Union, in order to protect UK essential security interests. The obligations, rights and remedies under the PCR and/or DSPCR therefore do not apply to this Procurement.

A26. This ITN has been issued to all continuing potential Tenderers chosen during the Tender selection stage listed on page 4 of this DEFFORM 47.

A27. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the Defence Sourcing Portal (DSP).

A28. Full Business Case funding is due to be approved on 25 Nov 2022.

ITN Documentation and ITN Material

A29. 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 A29.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 confirm destruction of (or in the case of software, that it is beyond use) 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'.

A30. 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 A29 above.

Tender Expenses

A31. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

Consortia and Sub-Contracting Arrangements

A32. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

Material Change of Control

A33. You must inform the Authority in writing as soon as you become aware of:

a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your dynamic PQQ (DPQQ) response or in connection with the submission of your DPQQ response;

b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your DPQQ response or in connection with the submission of your DPQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; and

c. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:

i. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;

ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;

iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and

iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

A34. If a change described in paragraph A33 occurs, the Authority may reassess you against the DPQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended DPQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to proceed with the procurement.

A35. In relation to a change described in paragraph A33, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your DPQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement

A36. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of its responses to the DPQQ if:

a. it fails to re-submit to the Authority the updated relevant section of its DPQQ response providing details of such change in accordance with paragraph A35 as soon as is reasonably practicable and in any event no later than 15 business days following request from the Authority; or

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

Contract Terms and Conditions

A37. The Contract Terms and Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Knowledge in Defence (KiD) website.

A38. The Contract Terms and Conditions are attached.

Other Information

A39. **The Armed Forces Covenant**

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

b. The Covenant is based on two principles:

i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and

ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

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

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

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

Email address: employerrelations@rfca.mod.uk

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

e. Paragraph A39 a to d above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation, Contract award procedure or any resulting Contract. However, the Authority very much hopes you will want to provide your support.

Section B - Key Tendering Activities

The key dates in Table 1 for this procurement are currently anticipated to be as follows:

Table 1: Key Dates

Activity	Date and Time	Initiated By	Submit to:
Initial Tender			
ITN Release	28 March 2022	The Authority	Tenderers
Issue of Invitation to Tenderers' Conference	29 March 2022	The Authority	Tenderers
Final date for confirmation of attendance at Tenderers' Conference and JEWOSC Thomson Building Tour, and submission of questions for the Authority to respond to at the Tenderers' Conference	4 April 2022	Tenderers	Defence Sourcing Portal
Tenderers' Conference and JEWOSC Thomson Building Tour	7 April 2022	The Authority	Tenderers
The Authority issues a copy of the Tenderers' Conference presentation, along with questions and answers	13 April 2022	The Authority	Tenderers
Final date for Clarification Questions / Requests for additional information	19 April 2022 17:00 GMT	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	26 April 2022	The Authority	Tenderers
Initial Tender Return	10 May 2022 14:00 GMT	Tenderers	Defence Sourcing Portal
Initial Tender Evaluation	11 to 27 May 2022	The Authority	N/A
Initial Tender Feedback	7 June 2022	The Authority	Tenderers
Final date for confirmation of Tenderers attendance at Negotiations	10 June 2022	Tenderers	Defence Sourcing Portal

Activity	Date and Time	Initiated By	Submit to:
Commencement of Negotiations (maximum duration of 4 weeks)	13 June 2022	The Authority	Tenderers
Formal Closure of Negotiations	11 July 2022	The Authority	Tenderers
Final date for Clarification Questions / Requests for additional information following closure of Negotiations	12 July 2022 17:00 GMT	Tenderers	Defence Sourcing Portal
Authority issues all clarification question answers following closure of negotiations	18 July 2022	The Authority	Tenderers
Final Tender			
Authority issues DEFFORM 47 Invitation to Negotiate (Final Tender)	19 July 2022	The Authority	Defence Sourcing Portal
Final Tender Return	2 August 2022	Tenderers	Defence Sourcing Portal
Final Tender Evaluation and Moderation and Finalisation of Authority Full Business Case	3 August to 15 September 2022	The Authority	N/A
Commencement of Authority Approvals Process - Full Business Case	16 September 2022	The Authority	Internal Approvals Board and Cabinet Office
Issue of Contract Award Decision Notices	28 November 2022	The Authority	Tenderers
Contract Commencement Date (Effective Date of Contract)	9 December 2022	The Authority	N/A
Service Commencement Date	1 February 2023	Not Applicable	

Notes

Tendering Process

B1. Section B Key Tendering Activities provides the Initial Tender activities and indicative timescales for Final Tender activities in accordance with the five (5) Stages of the evaluation process set out in Section D (Tender Evaluation), which provides the evaluation criteria to be met in achieving compliance with the requirement at Initial Tender and Final Tender.

B2. Where the Authority invites Tenderers to negotiations, these will take place in accordance with paragraphs B7 to B12 below. Following negotiations, the Authority will invite the Tenderers to provide Final Tenders.

Tenderers' Conference

B3. A Tenderers' Conference is being held as indicated in the table above, to enable the Authority to present the requirement to all Tenderers at the same time. The Tenderers' Conference will be supplemented by a tour of the JEWOSC Thomson Building. An invitation will be issued to Tenderers setting out the timetable for the event and will provide the Tenderers with the opportunity to submit questions in advance of the Tenderers' Conference via the DSP messaging functionality. The final date for Tenderers to raise questions for the Authority to respond to is close of business 4 April 2022. The Authority will aim to provide answers to the questions which have been submitted prior to the Tenderers' Conference as part of the Authority presentation and will create a log of further questions which are raised on the day. Authority answers to questions raised during the Tenderers' Conference will aim to be answered following the event. A copy of the presentation, along with any questions and answers will be issued to all Tenderers regardless of attendance at the Tenderers' Conference.

B4. The Tenderer must provide the name(s) of those who wish to attend the Tenderers' Conference and JEWOSC Thomson Building tour to the abovenamed UKStratCom Commercial contact, by the date for confirmation of attendance as detailed in the Section B (Key Tendering Activities), so that access to the site can be arranged. A maximum of ten (10) personnel per tenderer will be permitted to attend the Tenderers' Conference, and six (6) personnel per tenderer will be permitted to undertake the tour of the JEWOSC Thomson Building.

Clarification Questions Received via The Defence Sourcing Portal

B5. A Clarification Question period is applicable to Initial Tenders as set out in Section B Table 1 (Key Dates). The Authority will automatically copy Clarification Questions and answers to all Tenderers, removing the names of those who have raised the Clarification Questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the Clarification Question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the Clarification Question is not withdrawn, the response will be issued to all Tenderers.

Tender Return

B6. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

Negotiations

B7. The location for tender negotiations will be Lincoln, however the Authority reserves the right to alter the location subject to providing notice of not less than two (2) weeks of the change. Negotiations will take place in accordance with the timetable in Table 2 below (Negotiation Timetable) over a maximum period of four (4) weeks, with each Tenderer allocated one day per week. In the event that all areas of the negotiations have concluded, the Authority reserves the right to close negotiations before the end of the five (5) week period.

Table 2: Negotiation Timetable

Negotiation Topic	ROR Reference	Timetable for Negotiation	Date (Week Beginning)
Understanding the Tenderer's proposed solution (Session 1)	RORs 4.1 to 9.1 and 12.1	Week 1	13 June 22
Contract Pricing	RORs 3.1 and 10.1	Week 2	20 June 22
Contract Terms and Conditions	RORs 1.1, 2.1, 9.1, 10.1, 11.1 and 13.1	Week 3	27 June 22
Understanding the Tenderer's proposed solution (Session 2)	ROR 11.1 to 14.3 and review of Session 1 RORs	Week 4	4 July 22

B8. Where during negotiations, a Tenderer asks for clarification on the requirement or any part of the ITN, this will be treated as a Clarification Question in accordance with paragraph B5 above. Tenderers are to note that following conclusion of negotiations, the Final Tender process does not include a Clarification Question period, and all Clarification Questions must be asked prior to the deadline for Clarification Questions following closure of negotiations set out in Table 1 above.

B9. Negotiations will be focussed on facilitating the Tenderers to submit a fully compliant, strong technical response at Final Tender, which is capable of acceptance on price and the appropriate incentivisation of the delivery of the Contractor Deliverables. The negotiations will provide the Authority with an opportunity to understand the Tenderers' initial proposals and to gain a greater understanding of how the Contractor proposes to develop and maintain a collaborative style of working throughout the organisation. Any proposals made by Tenderers during negotiations will not be considered as part of the award decision and instead Tenderers must submit any formalised changes in their Final Tender.

B10. Negotiations of the Tenderers' Initial Tender Returns leading to the formal closure by the Authority of negotiations and the call for Final Tenders will fall into four broad areas:

a. Understanding the Tenderers' proposed solutions for the delivery of each of the Service Requirements including support for Government's Social Value themes;

b. Understanding the proposed pricing and pricing arrangements (including the management and pricing of change) underpinning the Tenderers' proposed solutions;

c. Understanding the Tenderers' proposals to establish a trusted collaborative approach, working with and supporting the JEWOSC to deliver its operational mission

and transformational vision; and

d. Understanding the Tenderers' compliance with the Contract Terms and Conditions.

B11. The Terms and Conditions of Contract together with the Schedules reflect the Authority's key requirements that are subject to evaluation in accordance with Appendix 3 to DEFFORM 47 Annex C Requirements of Response (ROR). In preparing the draft Contract included as part of this ITN, the Authority has sought to develop a Contract that is unambiguous, fair and sustainable, that supports effective and efficient delivery of the Contractor Deliverables and provides each party clarity on their roles and obligations, responsibilities and accountabilities.

B12. Schedule mark-ups are permitted to the following schedules in accordance with the ROR listed below:

a. Schedule 2.4 (Insurance Requirements) - ROR 2.1 (Insurance);

b. Schedule 2.2 (Performance and Collaboration) - ROR 10.1 (Proposed Pricing, Payment and Incentivisation Mechanism (PPIM));

c. Schedule 5 (Relationship Management) - ROR 12.1 (Right relationship, culture and behaviours);

d. Schedule 6.1 (Pricing and Payment) - ROR 10.1 (Proposed Pricing, Payment and Incentivisation Mechanism (PPIM));

e. Schedule 7.2 (Change Control Procedure) - ROR 11.1 (Proposed arrangements for the management of change); and

f. Schedule 7.6 (Exit Management) - ROR 13.1 (Exit arrangements).

Section C - Instructions on Preparing Tenders

Construction of Tenders

C1. The following appendices to DEFFORM 47 Annex C (Tender Submission Guidance) are provided to aid completion of your tender:

- Appendix 1 to Annex C - Pricing Template
- Appendix 2 to Annex C - Pricing Template Supporting Information
- Appendix 3 to Annex C - Requirements of Response
- Appendix 4 to Annex C - Affordability
- Appendix 5 to Annex C - Data Room Artefacts
- Appendix 6 to Annex C - Additional SQEP Requirement

C2. Tenderers are to provide the ITN deliverables listed at DEFFORM 47 Annex E (ITN Deliverables Checklist). The Tenderer must provide any documents in response to tender questions via upload to the DSP. Documents should not be sent via the DSP messaging facility unless Tenderers are specifically instructed to do so by the Authority Commercial Officer.

C3. Your Tender must be written in English, using Arial font size 11. Where page limits for tender response documents are specified, these are to be inclusive of all diagrams, charts, tables, annexes and appendices (which must also be written in English using Arial font size 11). Where page limits are exceeded, evaluators will cease review at the stipulated page limit.

C4. Prices must be in GBP ex VAT. Prices are to be provided in accordance with the Pricing Template Supporting Information at Appendix 2 to Annex C of this DEFFORM 47. Price Breakdowns must be provided using the Pricing Template at Appendix 1 to Annex C of this DEFFORM 47 Annex C.

C5. To assist the Authority’s evaluation, you must set out your tender response in accordance with the instructions provided against each question in the DSP.

C6. The Authority reserves the right to vary the Project SOCIETAS ITN by making an amendment to any document or section of the ITN following the Authority’s evaluation of Initial Tenders in accordance with any applicable minimum compliance thresholds set out in Section D (Tender Evaluation) prior to negotiation. In the event no Tenderers are compliant, there would be no Tenderers that reach the negotiation phase, and the Authority shall therefore have the right to vary the Project SOCIETAS ITN.

C7. The Authority shall consider making changes to a document or specific sections where compliance has not been achieved by all Tenderers at Initial Tender. The Authority shall consider making such changes that do not, in the Authority's opinion (and at its absolute discretion), represent a material change in the requirement.

C8. Should the Authority vary the ITN in accordance with paragraphs C6. and C7. above, it shall also advise of:

a. revised Key Tendering Activity dates; and

b. any changes required in the evaluation criteria set out in this ITN as a result of any such amendments.

C10. For clarity, the Authority's rights as detailed in Section F - Conditions of Tendering remain extant.

Validity

C11. Due to the expected value of the Contract and Authority approval timelines, your Final Tender must be valid and open for acceptance for one hundred and fifty (150) calendar days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

Section D - Tender Evaluation

Tender Evaluation

Please refer to Section D which is provided as a separate document.

Section E - Instructions on Submitting Tenders

Submission of your Tender

E1. Your Initial and Final Tenders and any ITN Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) in accordance with the tender return dates set out in Table 1 (Key Dates) of Section B of this ITN. Final Tender submission dates shall be confirmed to Tenderers following evaluation of Initial Tenders. The Authority reserves the right to reject any Tender received after the stated date and time for tender submission. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit electronic online Initial and Final Tender responses to ITN 701478374.

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

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

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact UKStratCom-Comrcl-DI@mod.gov.uk if you have a requirement to submit documents above OFFICIAL SENSITIVE.

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITN documentation into the DSP. You must contact UKStratCom-Comrcl-DI@mod.gov.uk to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

E6. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to DSP with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications.

Lots

E7. This requirement has not been split into lots.

Variant Bids

E8. The Authority will not accept variant bids.

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 procurement or at a later stage. Neither does the issue of this ITN or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.

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

a. vary the terms of this ITN in accordance with applicable law;

b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;

c. visit your site;

d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITN;

e. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the DPQQ or the Tender process;

f. re-assess your suitability to remain in the procurement, for example where there is a material change in the information submitted in and relating to the DPQQ response, see paragraphs A33 to A36;

g. withdraw this ITN at any time, or choose not to award any Contract as a result of this Tender process, to rewind or re-invite Tenders on the same or any alternative or amended basis;

h. 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;

i. choose not to award any Contract as a result of the current Tender process; and

j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low.

F3. The Contract will be entered into when the Authority sends written notification of its entry into the Contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C11.

Conforming to the Law

F4. You must comply with all applicable UK legislation and any equivalent legislation in a third state.

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

Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

F7. Any attempt by Tenderers or their advisors to influence the Contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

a. devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
b. enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
c. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
d. canvass the Authority or any employees or agents of the Authority in relation to this procurement; or
e. attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have advised the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential conflict of interest (COI) exists or arises at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual or potential COI. The proposal must be of a standard which, in the Authority's sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of procurement and provides full details listed in F9 a to g below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:

a. the 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 and/or non-disclosure agreements (e.g. DEFFORM 702);
f. the Authority's rights of audit; and
g. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no COI exist between the Tenderer and its advisers, and the Authority and its advisers. Any Tenderer who fails to comply with this requirement (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be

disqualified from the procurement at the discretion of the Authority.

Government Furnished Assets

F11. Where the Authority provides Government Furnished Assets (GFA) in support of this procurement, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this procurement, you must seek instructions for the GFA from the named Commercial Officer.

Standstill Period

F12. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award a Contract to the winning Tenderer before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158s are sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

Publicity Announcements

F13. If you wish to make an announcement regarding this procurement, you must seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the abovenamed Commercial Officer and a copy of the draft announcement provided.

F14. Under no circumstances should you confirm to any Third Party the Authority's Contract award decision before the Authority's announcement of the award of Contract.

Sensitive Information

F15. 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.

F16. For these purposes, the Authority may share within Government any of the Tenderer's documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this procurement must identify any sensitive material in the DEFFORM 539A and consent to these terms as part of the procurement process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the Tender 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

F18. 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.

F19. Your Tender will be deemed non-compliant if you fail to complete the Annex in full and attach relevant information where required.

Specific Conditions of Tendering

Security Clearances

F20. Any staff proposed to carry out any part of the Statement of Requirement will have security clearance to the level specified in Schedule 2.1 Annex 1 (SQEP and CIS SQEP Requirement) for the duration of their involvement on any of the Statement of Requirement tasks. Confidentiality Agreements (Appendix 2 to Schedule 2.3) must be signed on an individual basis prior to receipt of and commencing working on Authority laptops and systems.

Transfer of Undertakings (Protection of Employment) (TUPE)

Applicability Of TUPE

F21. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is your responsibility to consider whether or not TUPE applies to this requirement and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this Invitation to Negotiate results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.

F22. If you have a contrary view to that of the Authority on the applicability of TUPE you are strongly encouraged to submit both a TUPE and non-TUPE tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non-TUPE tender will be considered, otherwise the tender conforming to the Authority's view will be considered.

TUPE Information Provided For Tendering Purposes

F23. TUPE information in respect of the current employees is provided at DEFFORM 47 Annex D (TUPE Information):

a. Part A of the DEFFORM 47 Annex D provides TUPE data for Contract FTST5/APS/040 (JEWOSC CIS Support); and

b. Parts B and C of the DEFFORM 47 Annex D provides TUPE data for a multi-supplier call-off task against the Engineering Delivery Partner Agreement (EDP DI Pillar Strand D Mode 3:Tasking Order ref: EDP/StratCom/DI/DI-Pillar/01086-M3). This has been separated into Parts B, C and D in order to demonstrate to Tenderers that in excess of one supplier is currently providing employees.

This information may be updated prior to Contract award in which event the short-listed Tenderers will be given an opportunity to revise or confirm tendered prices

F24. The information detailed at DEFFORM 47 Annex D has been obtained from the contractor(s) currently undertaking this task. The accuracy and completeness of this information cannot be warranted by the Authority. It remains your responsibility to ensure that your Tender takes full account of all the relevant circumstances of this procurement and Tender accordingly. You are required to confirm when responding to Defence Sourcing Portal Qualification Envelope question 1.2.1 that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Negotiate. Failure to provide clear and unequivocal confirmation may result in your Tender being deemed non-compliant.

Social Value

F25. Social Value (SV) is the consideration of the social, economic and environmental impact of MOD projects and programmes. Appendix 3 to DEFFORM 47 Annex C ROR sets out the basis by which the responses to ROR questions 14.1 (Increase supply chain resilience and capacity), 14.2 (Tackle workforce inequality), and 14.3 (Improve health and wellbeing) setting out the Tenderers' approaches to delivering Social Value will be evaluated.

F26. Condition 35 (Social Value) of the Terms and Conditions of Contract sets out outline conditions for contracting for the Contractor's approaches to delivering Social Value. The Authority will incorporate the SV approaches from the winning tenderer's proposals in response to Appendix 3 to DEFFORM 47 Annex C RORs 14.1, 14.2 and 14.3 into the Contract as bespoke conditions of contract on award.

Options

F27. The Authority requires option prices for Pricing Period two (2) and Pricing Period three (3) (Years seven (7) to eight (8), and Years nine (9) to ten (10) respectively).

F28. You must provide prices against the options. The option prices must be fixed prices relative to economic conditions at the Effective Date of Contract and are subject to variation as provided for in Condition 12 of the Terms and Conditions (Contract Duration and Options), and Variation of Price Condition 11 of Schedule 6.1 (Pricing and Payment).

F29. If your Final Tender is successful, you will be expected to provide the option requirement(s) in Condition 12 of the Terms and Conditions of Contract. The Authority will not waive any rights under the said Contract Condition.

Cyber Security

F30. Further to Defcon 658 (Cyber), the Cyber Risk Assessment category for this requirement is High. The winning Tenderer must have the appropriate cyber security controls in place before the contract start date, and for it to be renewed annually in accordance with DEFCON 658. You will be required to complete a Cyber Supplier Assurance Questionnaire (SAQ) for submission with your tender response against risk assessment reference RAR 430293204 via completion of the SAQ form provided in the Defence Sourcing Portal Qualification Envelope question 1.3.1.

F31. On completion, Tenderers must also send the completed form by e-mail to the Defence Cyber Protection Partnership team (DCPP) UKStratComDD-CyDR-DCPP@mod.gov.uk for a result to be provided. Tenderers must confirm that the completed forms have been sent to the DCPP by completion of Defence Sourcing Portal Qualification Envelope question 1.3.2.

The DCPP team will collate the form and inform the Tenderer by e-mail of the SAQ reference and result, and if applicable, any requirements for the Tenderer to complete a Cyber Implementation Plan (CIP).

F32. For High risk cyber risk assessment categories, the Tenderer must flow down the Supplier Assurance Questionnaire process to subcontracts against the RAR number and process set out at F30 to F31.

Transparency Publication of Key Performance Indicators

F33. Tenderers are to note that the Cabinet Office Sourcing Playbook has introduced a requirement to publish three KPIs for all contracts with a service element over £5M (ex VAT).

F34. The Cabinet Office reporting format prescribes four thresholds against each KPI as illustrated in the DEFFORM 539B provided at Appendix 2 to Schedule 2.2 (Performance and Collaboration). The Authority will select and agree with the winning Tenderer three KPIs for publication on a quarterly basis. The KPIs will be agreed on the basis of those that are considered to be the most relevant to demonstrating whether the Contract is delivering its objectives.

The IR35 Off-Payroll Rules (Intermediaries Legislation)

F35. The IR35 Off-Payroll Rules (Intermediaries Legislation) for working in the Public Sector are in place to ensure that where a worker would have been an employee if they were providing their services directly, they are broadly paying the same tax and National Insurance Contributions (NICs) as an employee.

F36. Following changes to off-payroll working rules on 6 April 2021, the Authority is responsible for deciding the employment status of workers in order to comply with IR35 Off-Payroll Rules (Intermediaries Legislation). As the Project SOCIETAS requirement includes the use of workers to deliver the Contractor Deliverables, information to support ongoing IR35 assessments will be required from the winning Tenderer prior to any Contract award, and periodically throughout the duration of the Contract, should a contract be awarded.

F37. Following an initial IR35 Status Determination assessment by the Authority using the HM Revenue and Customs Check Employment Status for Tax (HMRC CEST tool), the IR35 off payroll working rules are not expected to apply to this requirement.

F38. A formal IR35 determination against the requirement using the HMRC CEST tool will be undertaken by the Authority prior to any Contract award and Status Determination Statements will be issued at that time to the Contractor and to the individual worker(s). The winning Tenderer will be required to comply in providing information to support the formal IR35 determination.

DEFFORM 47 Annex A - Edn 09/21

Ministry of Defence

Tender Submission Document (Offer) – Ref Number 701478374

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	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**
Are the Contractor Deliverables subject to IPR that has been	Yes* / No

exclusively, or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?	
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 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 and Conditions?	Yes* / No
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?	Yes / No
Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?	Yes* / No / N/A
Have you completed Form 1686 for sub-contracts?	Yes / No
Have you completed the compliance matrix/ matrices?	Yes / No / Not Required
Are you a Small Medium Sized Enterprise (SME)?	Yes / No
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Commercially Sensitive Information Form?	Yes / No
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?	Yes* / No / N/A
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?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	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 it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly	
Do the Contractor 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?	Yes* / No
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?	Yes / No / Not Required
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements (as per paragraph F18) stated in this ITN?	Yes / No / Not Required
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	

We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:

a. the offered price has not been divulged to any Third Party,

b. no arrangement has been made with any Third Party that they should refrain from tendering,

c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,

d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and

e. no arrangement has been made with any Third Party otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.

We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in the Tenderer's Commercially Sensitive Information Form (DEFFORM 539A).

Dated this..... day of ..... Year .....

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

Appendix 1 to Annex A (Offer)

Edn09/21

Information on Mandatory Declarations

IPR Restrictions

1. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding).

2. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 3 below, 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 2.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 2.b.

3. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 2. The Authority will not acknowledge any such restriction unless so notified under paragraph 2 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

4. If you have previously provided information under paragraphs 2 and 3 you can provide details of the previous notification, updated as necessary to confirm their validity.

Notification of Foreign Export Control Restrictions

5. 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.

6. 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:

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

b. 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 6 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.

7. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the procurement 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.

8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.

9. 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 6.

10. 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

11. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.

12. For the purpose of this procurement, 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.

13. 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.

Cyber Risk

14. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of 'High'. The Risk Assessment Reference is 430293204. Tenderers are required to complete the Suppliers Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Security Implementation Plan as appropriate.

Sub-contracts Form 1686

15. 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. You can find further information in the Cabinet Office - Contractual Process.

Small and Medium Enterprises

16. 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.

17. 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/.

18. 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 policy can be found at Gov.UK. and the DSP.

19. 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: DefComrclSSM-Suppliers@mod.gov.uk.

Transparency, Freedom of Information and Environmental Information Regulations

20. 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 procurement between suppliers.

21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's Transparency of Principles and in accordance with the provisions of 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 2004 ("the EIR").

23. You must complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A at Contract Schedule 4.2) 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. 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.

Change of Circumstances

26. In accordance with paragraph A31, 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.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

27. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone 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.

Defence Safety Authority (DSA) Requirements

28. There are no DSA Requirements.

Bank or Parent Company Guarantee

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