



FOI Section 40(2) – Personal information  
FsAST Commercial

FOI Section 40(2) – Personal information

Defence Equipment & Support  
NH1 Atrium #1027 Walnut 2B  
MOD Abbey Wood  
Bristol  
BS34 8JH

3-Oct-22

Our Ref: RCRITNQDCAD

Dear Sir/Madam

**Addendum to Invitation To Negotiate (ITN) Reference No. 701577386\_RAF CAM Relocation - Single Source**

1. You are invited to tender for RAF CAM Relocation in accordance with the attached documentation.
2. The requirement is for the procurement of a new building at RAF Cranwell with suitable infrastructure which will house RAF CAM equipment. In scope is the procurement of some new equipment and moving some existing equipment from RAF Henlow to the new building. Once this initial system has been delivered there will be a continuing requirement to provide support and maintenance for the equipment.
3. Further to the letter issued to Thales on 21st July (Reference: RCRITNQDC) the Authority confirmed that due to Thales being the only remaining Tenderer that this the Proposed Contract has been assessed as a Single Source Qualifying Defence Contract (QDC) subject to the provisions of the Defence Reform Act 2014 (DRA) and the Single Source Contract Regulations 2014 (SSCR). The DRA is primary legislation and the SSCR is secondary legislation, both can be accessed at [www.legislation.gov.uk](http://www.legislation.gov.uk).
4. The primary areas of change covered by this Addendum are as follows:  
  
The DEFFORM 47ST:
  - The DEFFORM 47 has been replaced with the DEFFORM 47ST allowing for the inclusion of the Authority's Single Tender requirements. This document has been heavily amended and particular attention is drawn to: Section D - Details of Cost Breakdown and Mandatory Criteria; and Annex B - Evaluation Strategy. Thales are also invited to note the 12-month validity request at paragraph C4. This has been extended to cater for the proposed removal of the Authority's iterative tendering approach.

The Scope:

- Some minor adjustments have been made to the Scope including: the introduction of the reporting requirements for QDC's; amended wording regarding the Vertical Deceleration Tower; and an adjustment to DID-015 Part 1 and DID-008 Part 2 to incorporate environmental aspects alongside safety.

The Contract:

- Following the Tenderers Conference held 4th August 2022 at RAF Henlow, the Authority has updated the proposed contract to allow for the application of the SSCRs. A redline version has been provided comparing the changes to the proposed contract with the version issued with the original ITN in June 2022.

Finally, attention is drawn to the requirements detailed below at paragraphs 5 and 6 of this letter concerning Thales rates and Value for Money (VFM) demonstration.

5. **Section 43(2) Commercial Interests.** Thales shall complete the QDC Contractor Databook included at Appendix 2 to Annex B of the DEFFORM 47ST to enable the Authority to make its assessment. In accordance with the DEFFORM 47ST the Authority reminds Thales that the onus is on the tenderer to demonstrate that proposed rates are Appropriate, Attributable and Reasonable (AAR). Any such rates agreed for the purposes of the RAF CAM Relocation requirement are not intended to set a precedent for use in other Authority contracts, however the information supplied will be shared internally with the Single Source Pricing Support (SSPS) team.

6. To support the Authority's investment decision and VFM case the Authority requests that Thales provide an Investment Appraisal (IA) to demonstrate that the infrastructure and equipment selected provides VFM through life. The Equipment IA is required to compare refurbishing the existing equipment with new build decisions including a Net Present Value comparison of costs for repair, refurbish, replace for each listed item of equipment vs relocate, predicated on specific evidence / reports to support contract quality estimates. Thales shall also provide: details of sub-contract competition for a construction contractor (sharing evaluation basis/selection criteria and scoring, with assessment of residual risks); details of building construction methods and fit-out standard; balancing cost, timeliness, performance, and DREAM rating; Make or Buy Plans with robust and reasoned arguments in accordance with D10-D11 of the DEFFORM 47ST.

7. You must submit your Tender to the Defence Sourcing Portal by 18<sup>th</sup> November 2022 at 17:00.

Yours faithfully

**FOI Section 40(2) – Personal information**

FsAST Senior Commercial Officer

Invitation To Negotiate  
for  
701577386\_RAF CAM Relocation  
Version 2

**Contents**

The DEFFORM 47ST is the document that sets out the key requirements that you must meet in submitting a valid Tender in advance of any negotiations. It also sets out the conditions relating to this procurement. For ease it is broken into:

This invitation consists of the following documentation:

### DEFFORM 47ST

Reference	Document Title	Page/Document Reference
DEFFORM 47ST	Invitation To Negotiate. The DEFFORM 47ST sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:	
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Annex B Appendix 1	QDC Contractor Databook Instructions V4.3	RAF CAM DEFFORM 47ST Annex B Appendix 1 QDC Contractor Databook Instructions OSC
Annex B Appendix 2	QDC Contractor Databook	RAF CAM DEFFORM 47ST Annex B Appendix 2 QDC Contractor Databook OSC
Annex B	Pre-contract BIM Execution Plan (BEP)	RAF CAM DEFFORM 47ST Annex B Appendix 3 Pre-Contract BIM

Appendix 3	Compliance against MODs BIM Requirements	Execution Plan Compliance against MODs BIM Requirements OSC
Annex B Appendix 4	BEP Evaluation Assessment Criteria v5.0A (5 Point Criteria)	RAF CAM DEFFORM 47ST Annex B Appendix 4 BEP Evaluation Assessment Criteria OSC
Annex C	Commercial Compliance Matrix	RAF CAM DEFFORM 47ST Annex C Commercial Compliance Matrix OSC
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Annex E	Dependencies Assumptions Risks & Exclusions (DARE)	RAF CAM DEFFORM 47ST Annex E DARE OSC
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Annex F	Contractors Proposed Changes	RAF CAM DEFFORM 47ST Annex F Contractors Proposed Changes OSC
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Annex H	Clarification Table	RAF CAM DEFFORM 47ST Annex H Clarification Table OSC
Annex I	Standards Accessibility Also referred to Scope P1 – Policy 1 Guidance Document	RAF CAM DEFFORM 47ST Annex I Standards Accessibility OSC
Annex J	Contract DEFFORMS Contract Reference <i>DEFFORMS for the Royal Air</i>	RAF CAM DEFFORM 47ST Annex J Contract DEFFORMS OSC

	<i>Force Centre of Aviation Medicine (RAF CAM) Relocation Project - Part 2</i>	
Annex K	Price Breakdown Requirement Compliance Matrix	RAF CAM DEFFORM 47ST Annex K Price Breakdown Compliance Matrix OSC
Annex L	Bid and Proposal Costs	RAF CAM DEFFORM 47ST Annex L Bid and Proposal Costs OSC

## 2. Additional ITN Documentation

Document Title	Document Reference
<b>Commercial Documentation</b>	
Front Sheet	Document marked: Doc 1: 1. RAF CAM Front Sheet Terms and Conditions applicable to Part 1 & 2 of Contract (Redline Version provided)
Contract Terms and Conditions (As per the contents table in the Terms and Conditions)  Part 1: Infrastructure and Equipment Procurement (includes the Scope and any additional Schedules, Annexes and Appendices)	2 Separate Documents marked: Doc 1: 2. RAF CAM Contract Part 1 NEC4 Option C – Main Contract X Clauses Core and Contract Data OSC  Doc 2: 3. RAF CAM Contract Part 1 NEC4 Option C – Z Clauses OSC (Redline Versions provided)
Contract Terms and Conditions (As per the contents table in the Terms and Conditions)  Part 2: Equipment Maintenance and Support (includes the Scope and any additional Schedules, Annexes and Appendices)	2 Separate Documents marked: Doc 1: 4. RAF CAM Contract Part 2 Terms and Conditions OSC  Doc 2: 5. RAF CAM Contract Part 2 Schedules 1 – 18 OSC (Redline Versions provided)

## SECTION A - INTRODUCTION

### DEFFORM 47ST 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 the DEFFORM 47ST that govern the procurement.

A4. "Contract Terms and Conditions" means the attached conditions including any schedules, annexes and appendices that will govern any resultant contract.

A5. "Contractor Deliverables" means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements, if specified) which the contractor is required to provide under any resultant contract.

A6. "Cyber Security Model" means the model defined in DEFCON 658.

A7. "Defence Sourcing Portal" (DSP) means the electronic platform in which Tenders are submitted to the Authority.

A8. "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.

A9. "Invitation to Tender" (ITN) refers to the first document that the Authority sends out to potential Tenderers that initiates a Tender response or negotiation.

A10. "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.

A11. "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.

A12. "NAPNOC" is an Authority pricing policy meaning "No Acceptable Price, No Contract".

A13. A "Qualifying Defence Contract" (QDC) is a contract subject to Part 2 of the Defence Reform Act 2014 (DRA) and associated regulations and statutory guidance. A single source contract of £5M (ex VAT) or above is likely to be a QDC, subject to fulfilling the other criteria set out in the DRA.

A14. "Schedule of Requirements" means that part of the contract which identifies, either directly or by reference, the Articles, Services or contract Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Article, Service or contract Deliverable

A15. The "Scope" means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A16. "Single Source" means a situation where the Authority has invited a response from only one Tenderer.

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 any resultant contract

A18. A "Tender" is the offer that you are making to the Authority. DEFFORM 47ST (Edn 07/22)  
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A19. "Tenderer" means the economic operator. Where "you" is used this means an action on you the Tenderer.

A20. 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.

A21. "Voluntary Ex Ante Transparency Notice" means a mandatory notice used to announce in Find a Tender a procurement decision that the Authority intends to place a non-competitive contract under the procurement procedures. This also appears in the Defence Sourcing Portal as a "Voluntary Transparency Notice". This allows industry to challenge the decision not to compete.

### **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 govern this invitation;
- c. information you must include in your Tender and the required format;
- d. arrangements for the receipt and review of your Tender; and
- e. Contract Terms and Conditions that shall apply in the event the Authority awards a contract following this invitation.

### **Tender Expenses / Bid Preparation Costs**

A23. Where a non-competitive Tender leads to a new contract, the Authority will reimburse your reasonable bid preparation costs, subject to any Limit of Liability made known to you in writing by the Authority, either in this Tender documentation or elsewhere. Any such costs must be charged as direct costs to the contract to which they relate.

The Authority can confirm that the RAF CAM Relocation Tender Expenses/Bid Preparation Costs are subject to the following:

- a. The Tenderer shall provide the Authority with a written estimate of its total forecast Bid and Proposal costs, noting the agreement of a Not To Exceed (NTE) Limit of Liability (LoL) of one million pounds sterling (£1M).
- b. A monthly report of the Tenderer's Bid and Proposal costs (incurred in arrears for the preceding calendar month) shall be provided to the Authority, including details of the remaining balance against the agreed NTE LoL. This report shall include a full breakdown of the costs with such supporting evidence as may be necessary to demonstrate that these are Allowable in accordance with the latest published guidance from the Single Source Regulations Office (SSRO).
- c. Payment for all Bid and Proposal costs incurred by the Tenderer shall be made at Contract Award - following submission of a final invoice by the Tenderer.



A24. Where a non-competitive Tender does not lead to a new contract, the Authority's position in relation to your bid preparation costs will depend on the reason the contract does not proceed.

A25. Where the Tender does not proceed for reasons of the contractor's decision not to proceed, the Authority will not reimburse any of your bid preparation costs, either directly or through indirect cost recovery methods.

A26. Where the Tender process is terminated or amended by the Authority, the Authority will reimburse your reasonable bid preparation costs, subject to any Limit of Liability made known to you in writing by the Authority, either in this Tender documentation or elsewhere. Because such costs are not permitted to be recovered indirectly against other non-competitive contracts, the Authority will in these circumstances request you to submit a cost statement detailing your reasonably incurred costs, which the Authority will have the right to review, before agreeing with you the means of making the finally agreed settlement.

### **ITN Documentation and ITN Material**

A27. 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 whilst in your care;
- b. not copy or disclose the ITN Documentation or ITN Material 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 A27.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 immediately 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'.

A28. 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 A27 above.

### **Material Change of Control**

A29. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect our decision to award a contract to you.

**Contract Conditions**

A30. The Contract Terms & 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](#).

A31. The Contract Terms & Conditions are attached. Tenderers should refer to the Position Paper at Annex G to this DEFFORM 47ST for an explanation of the construct of the Contract. There are 3 Genesis Tables appended to the Position Paper which show the origin of the clauses for each part of the Contract.

**Consultation with Credit Reference Agencies**

A32. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

**The Armed Forces Covenant**

A33. 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.

A34. The Covenant is based on two principles: a. that the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and b. that special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

A35. 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.

A36. 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.

A37. 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](mailto:employerrelations@rfca.mod.uk)

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

A38. Paragraphs 33 to 37 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 ACTIVITES

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

Stage	Date and Time	Initiated By	Format
Tenderers Conference	Date: 4th August 2022	Authority	Face-to-face

Stage	Date and Time	Initiated By	Format
	Time: 11:00 to 16:00 Location: RAF Henlow		
Tenderers Conference Cranwell Site Visit	Date: 16 <sup>th</sup> August 2022 Time: 11:30 to 13:30 Location: RAF Cranwell	Authority	Face-to-face
Tenderers Conference Henlow Site Visit	Date: 25th August 2022 Time: 11:00 to 15:00 Location: RAF Henlow	Authority	Face-to-face
Weekly drumbeat meetings	Date: weekly from 30 <sup>th</sup> August 2022 Time: TBC Location: Abbey Wood	Authority/Tenderer	Face-to-face meetings
PCAD Workshop	Date: 6 <sup>th</sup> September 2022 Time: 09:30 to 11:00 Location: Abbey Wood	Authority	Face-to-face meeting
Final date for Clarification/Questions/Requests for additional information	14th October 2022	Tenderer	Submit via the Defence Sourcing Portal (DSP)
The Authority issues Final Answers and Clarifications	28th October 2022	Authority	Submit via the DSP
Tender Return	18th November 2022	Tenderer	Submit via the DSP
Tender Evaluation in accordance with ANNEX B	December 2023	Authority	Submit via the DSP
Start of Negotiation	March 2023	Authority/Tenderer	Face-to-face meetings

Stage	Date and Time	Initiated By	Format
Resubmission of Documentation/Cost Model	April 2023	Tenderer	Submit via the DSP
Amendment of Technical/Commercial Documentation as required	May 2023	Authority	Submit via the DSP
Contract Award	TBC (June - September 2023)	Authority	Submit via the DSP

## Section C - Instructions on Preparing Tenders

### Tenders for Selected Contractor Deliverables

C1. You must respond to the requirement for all the Contractor Deliverables listed in the attached Schedule of Requirements.

### Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP (ex VAT). Prices must be as detailed in the Schedule of Requirements.

C3. To enable the Authority to complete its Value for Money (VFM) assessment, your price must be broken down. If the resultant contract is a Qualifying Defence Contract (QDC) under the Defence Reform Act (DRA) and Single Source Contract Regulations (SSCR) you must price your bid accordingly. Please set out your Tender response in accordance with Section D.

### Validity

C4. Your Tender must be valid and open for acceptance for **12 months from submission**.

### Variant Bids

C5. The Authority will not accept variant bids. Where you submit a variant bid that is outside the scope of the requirement the Authority may be obliged to recompet the requirement.

### Qualifying Defence Contracts

#### Defence Reform Act 2014 – Part 2, Single Source Contracts

C6. This ITN may result in a Qualifying Defence Contract (QDC) under the provisions of the Defence Reform Act 2014 (DRA). You should therefore understand the implications in the event that it does result in a QDC.

C7. The DRA enables secondary legislation, called Single Source Contract Regulations 2014 (SSCR), which applies to:

- a. new contracts with a value of £5M (ex VAT) or above; and
- b. amended contracts where the amended contract has a value of £5M (ex VAT) or above, and both parties agree that the amended contract should be a QDC.

C8. The DRA and SSCR set out the criteria for determining when a single source contract is a Qualifying Defence Contract (QDC). Any new single source contract which meets the criteria will be a QDC, unless exempt by the Secretary of State for Defence. Exemptions will only be granted in exceptional circumstances.

C9. The DRA also sets out the criteria for determining when a sub-contract is a Qualifying Sub-Contract (QSC) to which the DRA and SSCR will apply. Any single source sub-contract in excess of £25M (ex VAT), placed in support of a QDC or another QSC and which meets the criteria in the DRA and SSCR, is potentially a QSC. Responsibility for assessing whether a sub-contract is a QSC lies with the party placing the sub-contract. The Tenderer therefore has an obligation, set out in SSCR 2014 Regulation 61, to determine whether any planned sub-contract is a QSC. For any sub-contract of £15M (ex VAT) or over, the Tenderer must keep a record of their assessment and notify the Authority in writing that an assessment has been made, prior to contract award.

C10. The DRA and SSCR cover such matters as the pricing of QDCs, the information, openness and transparency that the parties must provide to each other, and the rights and obligations of both parties to a QDC once on contract.

C11. QDC Pricing - The DRA requires a contractor to be satisfied that the costs proposed for inclusion in the price of a QDC are Allowable Costs, in that they are AAR. The Authority is obliged to ensure that your costs are AAR and at any time you may be required to show that this is the case in relation to any particular cost. The Single Source Regulations Office (SSRO) has issued Statutory Guidance on Allowable Costs (SGAC) which can be found on their website and which the parties to a QDC will be expected to adhere to, other than in exceptional circumstances. Either party to a QDC may subsequently make a referral to the SSRO for an adjustment of the contract price, if that party believes the price agreed was not in accordance with the requirements of the DRA / SSCR.

C12. The DRA requires that the contract Profit Rate agreed between the parties for QDCs must be agreed in accordance with the provisions of the DRA and SSCR.

C13. QDC Reporting - If this Tender leads to a QDC you will be obliged, under the DRA 2014 & associated regulations, to submit QDC Contract Reports to the Authority and the Single Source Regulations Office. The Authority will require you to use the SSRO's online reporting system Defence Contract Analysis & Reporting System (DefCARS) to submit your reports. The reports that will be required are:

- a. the Contract Initiation Report (comprising the Contract Pricing Statement, the Contract Notification Report and the Contract Reporting Plan), within one month of contract award;
- b. Quarterly Contract Reports (where the contract value is £50M (ex VAT) or above); Interim Contract Reports and any other 'on demand' reports as specified elsewhere in this Tender; and
- c. a Contract Completion Report and a Contract Costs Statement, at the end of the contract. Details of reporting requirements can be found on the SSRO website, see their document Reporting guidance and DefCARS.

C14. You must agree with the Authority which Defined Pricing Structure (DPS) will be used for your reporting, if not already specified by the Authority in this Tender. The DPS is published by the SSRO and used as the basis of reporting your forecast and actual costs through DefCARS. (Note: for Quarterly Contract Reports (QCRs) you may report costs using your own reporting structure, rather than the agreed DPS).

C15. The MOD Commercial Toolkit provides further information about the new single source legal framework.

## Section D – Details of Cost Breakdown and Mandatory Criteria

### Introduction

D1. When placing any contract or an amendment to an existing contract the Authority is required to satisfy itself that the agreed price represents Value for Money (VFM). In single source contracting you must provide to the Authority sufficient information in support of your price proposal and during subsequent price negotiation, to enable the Authority to fulfil its obligation to assure VFM. The Authority approaches all contract pricing on the basis of the NAPNOC principle (No Acceptable Price, No Contract). The Authority will not enter into any contract that is unacceptably priced. Details can be found on MOD Commercial Toolkit.

D2. The purpose of this document is to detail the information and evidence that the Authority will require to enable the assessment of the Prime Contract and Sub-contract proposals submitted in response to the Authority's ITN dated 18<sup>th</sup> November 2022. The aim of the Authority's assessment will be to determine whether the costs identified in the cost model requirements described in paragraphs 13 to 25 below represent Allowable Costs as defined in the Single Source Cost Standards – Statutory Guidance on Allowable Costs (SGAC). In the event that the information supplied with your tender is insufficient to enable an Allowable Cost assessment to be completed, the Authority reserves the right to request further supporting information.

D3. The information detailed in this document must be submitted as part of your response to the ITN.

### Price Breakdown Requirements for a Qualifying Defence Contract

D4. Where the ITN indicates that the contract is expected to be a Qualifying Defence Contract (QDC), you must satisfy the statutory obligations placed upon you by the Defence Reform Act (DRA) and the Single Source Contract Regulations (SSCR). Although you will need to understand all the requirements of the DRA/SSCR your particular attention is drawn to the DRA Section 20 (Allowable Costs) and the obligations relating to the supply of information to support your price proposal and subsequent price negotiation. All proposed costs must satisfy the "AAR" test (appropriate, attributable, reasonable) in order to be compliant. Your attention is also drawn to Regulation 23 of the SSCR (Contract Pricing Statement - CPS). Both Parties must be satisfied that the proposed costs satisfy these tests, however the onus of proof is on the Contractor/Tenderer.

D5. To support the timely completion of an Allowable Cost Review (ACR) by the Authority, your costed proposal must provide sufficient rationale and evidence for all costs; this will avoid unnecessary delays and clarifications.

D6. To this end, your costed proposal should include clear rationale and evidence proportionate to the value of cost. You should submit the following supporting evidence with your costed proposal, along with a Price Breakdown Requirement Compliance Matrix (see Annex K of the DEFFORM 47ST). This list is non-exhaustive, and you should provide all 'intelligent' information that will explain how your proposed price has been derived.

### Contractor Databook

D7. As part of your Tender Submission you should populate and return a Contractor Databook with your proposal. Where applicable, the Contractor Databook (Located in DEFFORM 47ST Annex B,

Appendix 2) should be used to capture the information requested in this Section D. Where the prospective contract spans multiple financial years, DB2.1 (Allowable Costs Breakdown) of the Contractor Databook should be expanded to include discrete breakdowns for each financial year. The financial years should align with your accounting period. The Databook contains further instructions for its completion (Located in DEFFORM 47ST Annex B, Appendix 1).

### **Work Breakdown Structure**

D8. You must provide a Work Breakdown Structure (WBS), representing a hierarchical breakdown of the work packages / activities that need to be performed to deliver the required Contractor Deliverables. Your WBS should map directly to the Scope (Part 1 and Part 2). The WBS when completed should provide detail proportionate to the value and complexity of the requirement covered by the Tender. For QDCs, you should consult with the Authority's Commercial Officer to establish the relationship between the WBS and the Defined Pricing Structure that will need to be defined within the Contract Reporting Plan in order to comply with the SSCR.

### **Organisational Breakdown Structure**

D9. You should provide a detailed Organisational Breakdown Structure (OBS) that maps onto the WBS. The OBS shall be supported by a resource plan detailing by names and labour category the personnel that will be assigned to the delivery of the contract, specifically identifying any additional personnel not currently available that will need to be acquired together with the assumed timescales for their introduction.

### **Make or Buy Plan**

D10. A Make or Buy Plan defining the criteria and rationale used for the apportionment of work within the proposed supply network should be provided. The plan should identify each sub-system, package of work, service or purchase of components and raw materials etc. for which the Contractor intends to seek competitive tenders expected to lead to an order, or orders, in excess of £1M. The approximate value of each tender requirement, together with the proposed list of tenderers involved in each case, should be provided.

D11. The plan should also identify each sub-system, package of work, service, purchase of components and raw materials etc. expected to be in excess of £250K and for which the Contractor does not intend to seek competitive tenders (including work and supplies etc. that he himself intends to undertake or provide). In each of these cases the Contractor should indicate his reasons for not seeking competition (i.e. competition not practicable or not reasonable for other reasons which must be stated) and should provide the following information:

- a) the name and address of the proposed subcontractor or own facility concerned;
- b) the approximate value of the subcontract or order;
- c) the means by which prices are to be determined as fair and reasonable e.g. by incorporation into the subcontract or order the text of the relevant Appendix of, as applicable, DEFCONs 802, 804, 811, 812, and 814, as applicable;
- d) the delivery programme; and
- e) other relevant factors.

### **Questionnaire on Method of Allocation of Costs**

D12. The Questionnaire on Method of Allocation of Costs (QMAC) on which the estimate was based, together with its status should be identified. If no QMAC has been produced or used, you



should provide details of the method and rationale used for the allocation and apportionment of cost, and the means of determining overhead recovery rates.

### Cost Model Requirements

D13. You should provide an unlocked Cost Model with no hidden cells or formulae containing reference against all deliverables within each part of the Scope (Part 1 and Part 2).

Where relevant, the cost breakdown should also be constructed to enable the relationships between the estimated cost and the contract terms and conditions and associated assumptions and dependencies that have a bearing on the allocation of commercial risk (e.g those relating to performance incentivisation) to be understood.

The breakdown must provide sufficient detail to enable the Authority to assess whether the cost allocated to each of the key work packages within the WBS down to the level specified in paragraph D8 are Allowable.

Each line within the Cost Model should contain a narrative description of the nature and provenance of the cost together with details of how you have assured yourself that the cost is Reasonable, including but not limited to:

- a. Basis of Estimates (BoE);
- b. Reference to the Scope covered;
- c. Calculation method; and
- d. Calculation rationale.

References to supporting evidence should provide a specific source (e.g. table, page, etc.) in the document.

Your cost model should indicate the amounts quoted for each of the main cost types broken down by cost centre, department and division and by planned spend per financial year.

For each work package in the WBS the following detail should be provided:

The **direct costs** associated with the work package. In this respect, a direct cost is one that can be completely attributed to the delivery of work package concerned, including materials costs, labour costs, sub-contract costs, other direct costs and any capital costs relating to expenditure on special to type equipment. Spend profiles for labour and materials broken down FY should be provided.

The **direct labour hours** used to determine the work package estimate, broken down by band/grade and indicating the charging rates applied. Where applied, the annual utilisation rates used to derive the direct labour hour estimates. Any annual escalation applied to the rates should be detailed separately and the rationale provided.

Any **overhead and/or indirect costs** relating to the conduct of your business in general which cannot be identified and measured as directly applicable to the performance of the contract (or sub-contract). The methodology used to determine such costs or cost recovery rates should be provided.

Any **risk contingencies** associated with the work package should be quantified and substantiated. A separate costed Risk and Opportunities Register should be provided (see below). The methodology for managing and eliminating/minimising risks off-set against the Risk and Opportunities Register and its impact on cost growth and programme, should also

be identified. The register should also include an assessment of costed opportunities relating to applying improved techniques/ practices, exploiting technology or pursuing other approaches that would yield VFM.

The **profit rate(s)** used to determine the price(s) should be identified together with details of how each rate has been derived. It is the Authority's expectation that the extant Baseline Profit Rate (BPR) published by the SSRO should be used as the starting point when agreeing a profit rate, with adjustments made in accordance with the six steps for calculating the profit rate laid out in Section 17 of the DRA as follows:-

Step 1 - Baseline Profit Rate (BPR), must be the BPR in force on 1 April in the period 1 Apr – 31 Mar in the year in which any resultant contract is signed. The same applies to Step 4 - SSRO Funding Adjustment; and Step 6 - Capital Servicing Allowance (CSA). Your tender may propose adjustments for Step 2 - Cost Risk Adjustment (CRA), Step 3 - Profit on Cost Once (POCO) Adjustment and Step 6 - Capital Servicing Allowance (CSA), provided you show they are in accordance with SSRO Statutory Guidance on profit rate adjustments. Whether or not you propose adjustments for Steps 2, 3 and 6 in your tender response, these will need to be negotiated with you during the price negotiation. Step 5 - Incentive Adjustment is solely for inclusion at the Authority's discretion. If the Authority decides there is justification to include step 5, the amount will be negotiated with you during the price negotiation.

Basis of Estimates should be provided with a supporting data pack and cross-referenced to the relevant cost lines. In each case where costs are applied, details of any historic/recorded costs used to inform the development of the estimate supported by the rationale for any adjustments that may have been applied to that data to reflect different circumstances. Where no adjustments have been made, the rationale for applying historic/recorded costs should be provided. Examples of acceptable supporting data may include, but is not limited to:

**Internal Labour:** organisation charts, SQEP requirements, grade mix, WBS links, evidence of historical actuals for similar requirements, reference to applied direct and indirect rates. In addition, please complete the table at Appendix 2 to Schedule 9 to Part 2 of the Contract Terms and Conditions.

**Parts and Materials:** Bill of Materials (BOM) quantities, demand forecasts, outputs from spares/repairs modelling, historical prices (with economic conditions). Details of any scrap and rework costs included in the historical costs provided in response to paragraph D20 above, specifically identifying the reasons why the scrap and rework occurred.

**Sub-Contracts / IDIQ:** make or buy decisions (with reference to agreed Make or Buy plan), procurement approach (including details of whether sub-contracts have been competitively sourced), supplier quotations, value engineering.

**Schedules, Plans and Models:** Schedules, plans and models should be provided to substantiate proposed resource requirements.

**Details of your estimating policy:** (e.g estimating handbooks or guidance material) that has been applied to determine the tendered price(s), together with confirmation that the Authority will be afforded unrestricted access to such documentation if requested.

Copies of any quotes for purchase of materials valued in excess of £250K and sub-contracted work with an estimated value in excess of £1M should be provided.

Quantified productivity improvements/efficiency gains (including any cost benefit from company re-organisation) expect to be realised over the life of the contract, detailing the Financial Year they are

expected to apply. Any costs included with the estimate that are expected to contribute to the realisation of those improvements should be separately identified. Any proposed investments should be supported by a quantitative analysis demonstrating the benefits.

All Basis of Estimates (BoE) should include an Estimate Maturity Assessment (relevant to your estimating process). All BoE should also include a narrative statement explaining how you have assured yourself that the estimates provided meet the test(s) for reasonableness set out in SSCR 2014 and the relevant Statutory Guidance on Allowable Costs.

Costs based on subjective Subject Matter Expert (SME) judgements shall not be considered to be Reasonable unless accompanied by acceptable supporting data. This should include, but not be limited to:

Documented evidence of internal cost challenge and estimate history;

Clear and transparent Basis of Estimate that clearly articulates:

Assumptions, Exclusions, any other relevant details which may potentially impact the cost estimate;

The thought process, methodology and context behind a given estimate: and

Consideration as to why a more evidence-based estimate/multiple estimating techniques are not available.

All costs should be presented as a three-point estimate, to represent estimating uncertainty (as distinct from risk), and all points should be supported with BoEs and associated underpinning evidence.

### **Dependencies, Assumptions, Risks and Exclusions**

D14. A list of Dependencies, Assumptions, Risks and Exclusions (DARE) should be provided with your costed proposal that identifies all dependencies, assumptions, risks, and exclusions within your solution (Appendix 1 to Annex E to the DEFFORM 47ST) and Annex F (Contractors Proposed Changes) should also be completed accordingly.

### **Cost Data Assumptions List**

D15. A clear Cost Data Assumptions List (CDAL) should be provided with your costed proposal. This should include metrics and data used in the construction of costs, which includes:

Charging Rates;

Utilisation Rates;

Escalation Rates;

Reference to applicable QMAC;

Definitions of terms used within the cost model or supporting evidence (e.g. “firm”, “fixed”, “variable”).

Currency and foreign exchange.

You must annotate all relevant economic and other assumptions on which the costs identified in the cost breakdown are dependent (e.g. inflation, interest rates, and taxation rates). Any elements for which the application of a Variation of Price (VOP) mechanism is proposed, must be supported by the rationale and details of the suggested VOP mechanism.

Your cost estimate must reflect the assumptions you have made, including those concerning the anticipated percentage split of Authority / commercial workload for the duration of the contract, which you must provide with your tender, profiled by year.

The CDAL should be referenced with dates, versions and the source of any information to maintain configuration control.

### **Costed Risk and Opportunities Register**

D16. A costed register of risks and opportunities should be provided with your costed proposal. The register should include, but not be limited to, the following

- a. The description of the risk or opportunity and its impact;
- b. The pre and post mitigation likelihood (%) and the three-point estimate of impact (£ and/or schedule);
- c. A clear narrative explaining the rationale for the assessed likelihood and impact;
- d. Identification of mitigation costs that have been included within the cost model;
- e. A clearly defined linkage between risks and the cost lines to which they relate;
- f. Details of the timing of each risk (start and end of period of possible occurrence);
- g. Identification of any correlated or dependent risks;
- h. All risk and uncertainty modelling, which should include the Input and output data, and identification of the confidence value included within your proposal, along with the rationale to explain the proposed value.

Risk should be included as a discrete direct cost within the costed proposal and not as a percentage uplift to the cost/price.

Risk and opportunities are subject to the same AAR test as other costs.

In addition to risks within the cost base, any proposal for a positive cost risk adjustment must be robustly justified and be in line with SSRO Statutory Guidance.

### **Further Clarification on Price Breakdown Requirements**

D17. A workshop has been arranged for 6 September 2022 to enable the Air Domain Project Controls (PCAD) Team to clarify the Authority's expectations in respect of cost data and information and to explain how this data will be used in the ACR.

## **Section E – Instructions on Submitting your Tender**

### **Submission of your Tender**

E1. Your Tender and any other ITN Documentation must be submitted electronically via the Defence Sourcing Portal as stated in the covering letter to this DEFFORM 47ST.

E2. Your Tender must be compatible with MS Office Word and other MS Office applications. If you password protect or encrypt any information containing prices, you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.

E3. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact **FOI Section 40(2) – Personal information** if you have a requirement to submit documents above OFFICIAL SENSITIVE.

E4. You must not upload any ITAR or Export Controlled information as part of your Tender or ITN documentation into the DSP. You must contact **FOI Section 40(2) – Personal information** 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.

E5. You must ensure that your DEFFORM 47ST Annex A (Offer) is signed, scanned and uploaded to the DSP with your Tender as a PDF (it must be a scanned original). Where you select 'Yes' to any questions you must upload the relevant information to the DSP.

### **Samples**

E6. Where samples are required for testing purposes you must be prepared to submit them without charge. You should clearly label samples with the following particulars:

- a. your name and address;
- b. the Tender Reference Number and due date for return of the Tender; and
- c. the Description and Item Number as shown in the Schedule of Requirements.

E7. The Authority may retain all samples for twelve (12) months from the Tender return date. After this period, the Authority will destroy the samples unless you specifically state you require them to be returned. The samples associated with a successful Tender may be kept by the Authority indefinitely.

E8. Samples that are consumed will not be returned.

## **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 ITN 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. In addition to its legal rights in relation to qualifying contracts, under the Defence Reform Act 2014 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 your submission during Tender evaluation where necessary for the purpose of carrying out a fair evaluation. You are asked to respond to such requests promptly;
- c. visit your site;
- d. not enter into a contract if you are found guilty of misrepresentation in relation to your Tender or the Tender process;
- e. re-assess your suitability, for example, where there is a material change of control from supplier selection;
- f. reject / negotiate your Tender or part of your Tender;
- g. withdraw this ITN at any time, or invite other Tenders on the same or any alternative basis;
- h. choose not to award any contract as a result of this tender process;
- i. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities.

F3. The contract will be effective when both parties have signed the contract. The contract will be issued by the Authority via DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C4.

**Conforming to the Law**

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

F5. Your attention is drawn to legislation relating to 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. Fraud and Other Illegal Practices.

F6. You must report any suspected or actual, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to: Defence Regulatory Reporting Cell Hotline 0800 161 3665 (UK) or +44 1371 85 4881 (Overseas) Conflicts of Interest.

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

F8. Where an actual or potential Conflict of Interest (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 and provides full details listed in F8 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. manner of operation and management;
- b. roles and responsibilities;
- c. standards for integrity and fair dealing;
- d. levels of access to and protection of competitors sensitive information and Government Furnished Information;
- e. confidentiality / non-disclosure agreements;
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

**Government Furnished Assets**

F9. 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 the Authority decides not to proceed with this procurement, you must seek instructions for the GFA from the named Commercial Officer.

**Publicity Announcement**

F10. The Authority will publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain. You should complete and return DEFFORM 539A as explained in the DEFFORM 47ST Annex A and associated Appendix 1.

F11. 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 named Commercial

Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.

F12. 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**

F13. 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 and related aspects of good procurement practice and answering Freedom of Information requests.

F14. For these purposes, the Authority may share within Government any of your documentation / information (including any that you consider to be confidential and / or commercially sensitive such as specific bid information) submitted by you to the Authority during this procurement. You must identify any Sensitive Information in the DEFFORM 539A and consent to these terms as part of the tendering process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F15. Where required, the Authority reserves the right to disclose on a confidential basis any information it receives from you during the procurement process (including information identified by you as 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 your Tender. In providing such information you consent to such disclosure.

### **Remedies for Actionable Contraventions under the Defence Reform Act 2014**

F16. If you have a Qualifying Defence Contract under the DRA 2014 you should be aware that if you fail to comply with certain aspects of the legislation then the Authority may issue a Compliance Notice to you. If you continue to fail to comply, the Authority may serve you with a Civil Penalty, as provided in the Single Source Contract Regulations 2014. If you believe either a Compliance Notice or a Civil Penalty is unjustified, you may appeal the matter to the independent Single Source Regulations Office.

### **Reportable Requirements**

F17. Listed in the DEFFORM 47ST 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 must attach the relevant information with your tender submission.

F18. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority's evaluation of your tender.

F19. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your bank and the relevant bank account number on contract award.

**F20. Further Information on the RAF CAM Relocation Contract Requirement and Tender**

The below table covers additional information about the RAF CAM ITN/Contract.

F20 covers information, which is specific to the RAF CAM Tendering Process

F21 covers information specific to Part 1 of the Contract (NEC)

F22 covers information that applies to both Parts of the Contract and finally F23 covers information specific to Part 2 of the Contract (Maintenance and Support).

<b>F20. Tender Specific Information</b>	<b>F21. Part 1 of the Contract (NEC)</b>	<b>F22. Part 1 &amp; 2 of the Contract</b>	<b>F23. Part 2 of the Contract (Maintenance and Support)</b>
Structure of Tender Proposal Documents to be included in Tender Response Compliance Amendment of Technical/Commercial Documentation DID Submission as part of the ITN Social Value KPI Tenderer Accessibility of Standards/Government Information Proposed Changes DEFFORM Return Negotiations	NEC Contract Data Requirement Sustainable Procurement Retention Bond Project Bank Account Milestone Payments	Position Paper Limiting of a Contractor's Liability Transfer of Undertakings (Protection of Employment) (TUPE) KPI's: Transparency Security Modern Slavery DEFCON Edition Numbers Insurance	License Spares Option Years

**F20. Tender Specific Information**Structure of Tender Proposal

Your Tender should reflect the structure captured in Table 2 in Annex B to the DEFFORM 47ST (Evaluation Strategy). Each of the areas should be clearly presented by the Question Header as a volume/chapter in its own right to aid the Authority in its Evaluation of the Tender.

For example, the response to Questions 5 – 9 (Infrastructure) should all be presented in one clearly marked volume/chapter. In addition, where relevant, there should be clear cross referencing to any other information that is featured in a different part of the Tender for a different Scored Section.



Documents to be included in Tender Response

No.	Document Ref
1	Commercial Proposal (priced)
2	Technical Proposal (un-priced) Formed of the answers from the ITN Questions)
3	Completed Commercial Compliance Matrix
4	Completed Technical Compliance Matrix
5	Completed DEFFORM Responses (as highlighted in Annex C to the DEFFORM 47ST – Commercial Compliance Matrix)
6	Completed Contract Data Sheet (Part 1 of the Contract)
7	Parent Company Guarantee confirmation
8	Deliverable Quality Plan
9	DEFFORM 47ST Annex F Completed Contractor's Proposed Changes
10	Completed DEFFORM 47ST Annex B Appendix 2 QDC Contractor Databook
11	Completed DEFFORM 47ST Annex B Appendix 3 Pre-Contract BIM Execution Plan (BEP) Compliance against MODs BIM Requirements
12	Completed DEFFORM 47ST Annex F Contractors Proposed Changes
13	Completed DEFFORM 47ST Annex F Appendix 1 Contractor DARE
14	Completed (where applicable) DEFFORM 47ST Annex J Contract DEFFORMS
15	Costed Risk and Opportunities Register
16	Cost Data Assumptions List (CDAL)
17	Cost Model ( <i>Excel</i> ) – A verified working cost model with a clear linkage between Scope and any cost included in the cost model as a requirement to fulfil the contract.
18	Supporting Data Pack – All supporting data used in the population of cost model. BOE references against each cost line, ERFs, Quotes/ invoices, Risk Register, External Data Models (3PE, actuals, historic trends, etc) as captured in the Tender Documentation.
19	Price Breakdown Requirement Compliance Matrix – Annex K
20	QDC Contractor Databook Annex B Appendix 2

### Compliance

The Authority has included a Commercial and Technical Compliance Matrix (Annex C & D to this DEFFORM 47ST) which must be completed by the Tenderer as part of the bid submission. Each Compliance Matrix requests the Tenderer to confirm their compliance. Where there is anything other than full compliance the Tenderer must, as part of the response to the Project Management Question (Question 4) address these areas, which will then be evaluated by the Authority. Where necessary the Authority will use the clarification process, captured as part of Annex B to the DEFFORM 47ST, to establish if any partial/non-compliance responses are acceptable to the Authority and therefore results in a Pass.

### Amendment of Technical/Commercial Documentation

Once negotiations have concluded the Authority will update the RAF CAM Documentation to reflect any changes which have been agreed between the two parties. The Authority reserves the right to request a Revised or Confirm Offer (ROCO) should this be deemed appropriate due to the volume of changes following negotiations.

### DID Submission as part of the ITN

There are two lists of DID's, one in the Part 1 Scope of the Contract and another in the Part 2 Scope. As part of the bid submission the Tenderer shall submit draft DIDs in accordance with the list provided in the Part 1 Scope.

### Social Value KPI

There is a Social Value KPI included for both Part 1 & 2 of the Contract. The way this KPI is measured/rated will be dependent on the Tenderers proposed solution. The Tenderer will need to complete the Source of Measurement and Rate of Performance and include this as part of the proposed solution which will then form part of the Authority's Evaluation for the Social Value Question (Question 19).

### Tenderer Accessibility of Standards/Government Information

Annex I to the DEFFORM 47ST provides a list of the Standards that the Tenderer will need to access. If there are any access issues these should be addressed by submitting a Clarification to the Authority.

### Proposed Changes

Annex F to the DEFFORM 47ST is to be used to capture any proposed alterations to the Contract in the event that the Tenderer's proposed solution deviates from any of the assumptions that the Authority have made, as captured at Annex E to the DEFFORM 47ST (DARE). Annex F can also be used to capture any other proposed changes. Each proposed change should be supported by clear references to the ITN Documentation and provide a supporting explanation for the request.

### DEFFORM Return

The Commercial Compliance Matrix (DEFFORM 47ST Annex C) identifies the DEFFORMS that should be returned as part of the Tender response. Please note that these are grouped together and captured in the Front Sheet T&Cs tab. Should the Tenderer consider any other DEFFORMS to be relevant for their proposed solution then these should be included as a proposed change in the DEFFORM 47ST Annex F (Proposed Contractor Changes).

Negotiations

Further details regarding Negotiations can be found in Annex B (Evaluation Strategy) to this DEFFORM 47ST. It should be noted that the Authority requests that the Tenderer provides facilities for negotiation meetings to take place in Bristol and will confirm the dates of any such meetings at the earliest opportunity including a provisional agenda.

**F21. Part 1 of the Contract**NEC Contract Data Sheet

Part 1 of the Contract includes a Contract Data Sheet which has been partially completed by the Authority. The Tenderer is requested to complete and include the Contractors section as part of the Tender response.

Sustainable Procurement

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

**Joint Statement on Access to Skills, Trade Unions and Advice in Government Contracting:** The Government is committed to improving the quality of services delivered under our Contracts and improving the skills of those working on these. This is an ideal shared by the Confederation of British Industry and Trade Union Conference and the Authority encourages the Tenderer to demonstrate their commitment to improving the skills of their workforce. This can be done by signing up to the Sustainable Workforce Pledge. This is not a condition of working with the Authority now or in the future, nor part of the Contract. It is however a commitment on your part to actively encourage and support your staff to gain skills and we are committed to working with you to this end. The Authority very much hopes you will want to show your commitment in this way and we will discuss skills improvement further during the performance of any resultant Contract. The Apprenticeships website provides further information about apprenticeships including a full list of available frameworks can be found. Further information on the Sustainable Workforce Pledge is available via the ProSkills website.

**Social Value:**

It has been mandated by Central Government that new procurements, from January 2021 and in excess of 10M, shall implement Social Value as part of the Tender Evaluation Process. The assessment will be conducted on a pass/fail status and will focus on tackling economic inequality, specifically covering:

- a. Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.
- b. Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, Small Medium Enterprises (SMEs), Voluntary Community and Social Enterprises (VCSE) and mutual.
- c. Support innovation and disruptive technologies throughout the supply chain to deliver lower cost and/or higher quality goods and services.
- d. Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity.

Where the sustainable outcomes for the procurement will have a material effect on the environment include: In respect of any goods, services or works likely to be required for the performance of any resultant Contract, the Tenderer shall provide the Authority with the following information:

- a full list of material content used in the [product, service or works], that is not covered by specific reporting requirements in the ITN Documentation;
- specify whether, and provide evidence that, recycled, reusable or biodegradable products have been considered for performance of the resultant Contract and suggest ways that such products could be used;
- explain the potential for and risk of pollution (land, air and water) from performance of the resultant Contract and demonstrate how the Tenderer intends to manage this risk;
- verify that all waste products used in the performance of the resultant Contract will be dealt with in sustainable way and in accordance with applicable environmental legislation;
- specify an estimate of the energy [specify relevant units] for [manufacture of the product, or delivery of the service or works] and suggest ways that energy efficiency can be improved; and
- demonstrate that the performance of the resultant Contract will not have an adverse impact on employee welfare or health and safety.

#### Retention Bond

A Retention Bond of 5% has been incorporated into the Contract, Part 1, Stage 2. The Tenderer should refer to the Contract Terms and Conditions for Part 1 of the Contract for further detail.

#### Project Bank Account

Under the Terms of the NEC the Authority is to utilise a Project Bank Account to facilitate payments to the Prime and any companies forming part of the Supply Chain. The Tenderer should refer to the Contract Terms and Conditions for Part 1 of the Contract for further information. This will be signed as Deed.

#### Milestone Payments

The Tender shall include a proposed Milestone Payment Plan (MPP) against Project Milestones as stated in the Scope for Part 1 of the Contract, Stage 1 (Early Contractor Involvement). The Tenderer shall also include a Milestone for the Bid and Proposal Costs as part of this MPP.

### **F22. Applies to Parts 1 & 2 of the Contract**

#### Position Paper

The Contract Terms & Conditions are attached. The Tenderer should refer to the Position Paper at Annex G to this DEFFORM 47ST for an explanation of the construct of the Contract. There are 2 Genesis Tables appended to the Position Paper which show the origin of the clauses for each part of the Contract.

#### Limiting of a Contractors Liability (LoCL):

Details can be found at, Part 1: RAF CAM Pt 1 Main Contract X.18.1.4 and Part 2: RAF CAM Pt 2 T&C's Clause 28.3.1

Where the Tenderer proposes to transfer, either wholly or partially, both a risk and the associated financial liability to the MOD, the Tenderer must supply supporting evidence to enable the Authority

to assess Value for Money. There are several options that the Tenderer might propose to address a risk, for example (but not limited to), Insurance or contracted risk mitigation activities.

Any proposed changes to the LoCL limits should be included in Annex F to the DEFFORM 47ST (Contractor's Proposed Changes).

#### Transfer of Undertakings (Protection of Employment) (TUPE)

Details can be found at Part 2 of the Contract Clause 52.

#### KPI's: Transparency

In accordance with the Government's principles for transparency the Authority has included publishable KPI's for both Part 1 & 2 of the Contract. Details of these KPI's can be found at RAF CAM Pt 1 Main Contract Pt 4 Appendix 1, Part 1 of the Contract and RAF CAM Pt 2 Schedules Schedule 6 to Part 2 of the Contract. The KPI's selected are considered to be the most relevant in demonstrating whether the contract is delivering its objectives and will be measured quarterly.

The Tenderer can find more information on Government Transparency in the DEFFORM 47ST section marked 'Transparency, Freedom of Information and Environmental Information Regulations' in Annex A, Appendix 1 to DEFFORM 47ST.

#### Security

The RAF CAM Relocation Contract incorporates a Security Aspects Letter (SAL) at Annex A to the Contract Front Sheet. The SAL has been used to identify the Security implications relating to this requirement and the subsequent obligations on the Tenderer as part of the Contract. This has been updated as part of the recent Clarification process and provided to the Tenderer.

#### Modern Slavery

There is a requirement for the Tenderer to complete the Modern Slavery Assessment Tool (MSAT) as part of the Tender Response. The results and any subsequent plan/action will need to be captured as part of the Sub-Contractor Management Plan which includes reporting responsibilities.

#### DEFCON Edition Numbers

The Authority reserves the right to update the DEFCON Edition numbers prior to Contract Award and during the term of the Contract.

#### Insurance

The Tenderer must complete the Insurance Tables for Part 1 and 2 of the Contract as part of their response to the Commercial Question on Insurance (Q3). In addition, for Part 1 of the Contract, the Tender response must include the information required within the square brackets which can be found at RAF CAM Pt 1 Main Contract Part 5, Schedule 1.

### **F23. Part 2 of the Contract**

#### License

Part 2 of the Contract makes provision for a License which will be invoked depending on the Tenderer's proposed solution. This can be found at Part 2 of the Contract, Clause 49.

Spares

The Authority invites the Tenderer to provide a Spares solution as part of the Tender for the RAF CAM Equipment. The proposed solution should consider the cost to the Authority both immediate and throughout the Contract life and beyond. The Tender must specify within the ILSP (DID 038) any obligation on the Authority and any potential associated costs.

Option Years

Two one-year irrevocable option years have been included for the Maintenance and Support Part of the Contract. The option prices are subject to variation as detailed in Part 2 of the Contract, Clause 5. The Tenderer will be expected to provide that option requirement(s). The Authority will not waive any rights under the said Contract Condition. The Authority reserves the right to seek competitive Tenders for the option requirement(s) detailed in Part 2 of the Contract.

## Ministry of Defence

**Tender Submission Document (Offer) – Contract Reference RAF CAM Relocation 701577386**

**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.

<b>Applicable Law</b>				
I agree that any contract resulting from this competition shall be subject to English Law				Yes / No
<b>Total Value of Tender (excluding VAT)</b>				
£ .....				
WORDS .....				
<b>UK Value Added Tax</b>				
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)) £.....				
<b>Location of work (town / city) where contract will be performed by Prime:</b>				
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
<b>Mandatory Declarations</b> (further details are contained in Appendix 1 to DEFFORM 47ST Annex A (Offer)):			<b>Tenderer's Declaration</b>	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Have you completed and attached a Contract Pricing Statement?			Yes / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is yes, please complete and attach DEFFORM 528.			Yes* / No	
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?			Yes* / No	
Have you obtained prior foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?			Yes* / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedures to be used and estimates of duties to be incurred or suspended?			Yes / No	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Are you a Small Medium Sized Enterprise (SME)?			Yes / No	

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DEFFORM 47ST (Edn 07/22)

Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached DEFFORM 539A (Tenderer's Sensitive Information)?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed, have you attached a revised version?	Yes / No / N/A
Do the Contractor Deliverables 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.	Yes* / No
Have you attached The Bank / Parent Company Guarantee?	Yes* / No / Not Required
Have you complied with the requirements of the Defence Safety Authority?	Yes* / No / Not Required
Have you completed all Mandatory Requirements (as per paragraph F17) stated in this ITN?	Yes / No
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47ST Annex A (Offer).	
<b>Tenderer's Declaration</b>	
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 tender processes, including value for money and related purposes. We certify that we have identified any sensitive material in the Tenderer's Sensitive Information form (DEFFORM 539A).	
Dated this..... day of ..... Year .....	
<b>Signature:</b> <span style="float: right;"><b>In the capacity of</b></span> ..... (Must be scanned original) <span style="float: right;">(State official position e.g. Director, Manager, Secretary etc.)</span>	
<b>Name:</b> (in BLOCK CAPITALS)  <b>duly authorised to sign this Tender for and on behalf of:</b>  (Tenderer's Name)	<b>Postal Address:</b>  <b>Telephone No:</b> <b>Registered Company Number:</b> <b>Dun And Bradstreet number:</b>

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## Information on Mandatory Declaration Returns

### Part Tender

1. Under Conditions of Tendering F1, the Authority reserves the right to order some or part of your Tender. If your offer is subject to the Authority contracting for all the Contractor Deliverables, select 'Yes' and provide further details in your Tender.

### Minimum Order Quantities

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

### IPR Restrictions

3. 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.

4. 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, 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;
  - b. any allegation made against you, whether by claim or otherwise, of an infringement of an Intellectual Property Right (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
  - c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the intellectual property right any confidential information and / or;
  - d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.
5. You must, provide the Authority with details of every restriction and obligation referred to in paragraphs 3 and 4. 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. 6. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

5. You must, provide the Authority with details of every restriction and obligation referred to in paragraphs 3 and 4. 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.

6. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

**Notification of Foreign Export Control Restrictions**

7. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

8. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender: a. Whether all or part of any Contractor Deliverables are or will be subject to: (1) a non-UK export licence, authorisation or exemption; or (2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure. You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the 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.

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

11. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 8.

12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to you. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

**Import Duty**

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

14. 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.

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

**Sub-contracts Form 1686**

16. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract at OFFICIAL-SENSITIVE with a contractor outside 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 delivery 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](#). Small and Medium Enterprises

17. 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.

18. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the [Prompt Payment Code](#).

19. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, 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 policy priorities and our SME policy can be found at [Gov.UK](#) and the [Defence Sourcing Portal](#).

20. 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](mailto:DefComrcISSM-Suppliers@mod.gov.uk).

Transparency, Freedom of Information and Environmental Information Regulations

21. 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.

22. 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 539.

23. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

24. You should complete the attached Tenderer's Sensitive Information form (DEFFORM 539A) explaining which parts of your Tender you consider to be Sensitive Information. This includes providing a named individual who can be contacted with regard to FOIA and EIR.

25. 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**

26. You must note that use of the [Contracting, Purchasing and Finance \(CP&F\)](#) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender you agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant.

**Change of Circumstances**

27. If you have not previously submitted a Statement Relating to Good Standing or circumstances have changed please, select 'Yes' to the appropriate question on DEFFORM 47ST Annex A and submit a Statement Relating to Good Standing with your Tender.

**Asbestos, Hazardous Items and Depletion of the Ozone Layer**

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

**Defence Safety Authority (DSA) Requirements**

29. You are required to comply with any applicable DSA military regulatory policy and regulation. If you wish to propose an alternative acceptable means of compliance you must obtain agreement in principle from the relevant defence regulator (through the delivery team) in advance of submitting your Tender. Acceptable Means of Compliance (AMC) are strongly recommended practices and a justification will be required if they are not followed. You must consult the relevant defence regulator where there is more than one AMC. You must confirm how you intend to comply with the regulatory articles, and the date you consulted with the relevant defence regulator.

**Bank or Parent Company Guarantee**

30. Prior to Contract Award the Tenderer must provide a Bank or Parent Company Guarantee in accordance with the Terms which can be found at Clause 3 of the RAF CAM Front Sheet Terms and Conditions (applicable to Part 1 & 2 of Contract). The Tenderer must complete the Parent Company Guarantee at Appendix 2 during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place.