|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| DIO_5115_AW | Ministry of Defence  DIO Commercial,  Department Head Commercial Overseas  Marlborough Lines  SP11 8HJ  United Kingdom | | | |
| Ref. | Telephone:  E-mail: | + 44 (0)7815 484463  [Polly.Chandler104@mod.gov.uk](mailto:Polly.Chandler104@mod.gov.uk) | | |
| FAO: Emmanuel Bernard  Challenger  1 av. Eugène Freyssinet - Guyancourt  78061 Saint Quentin-en-Yvelines - Cedex - France | | |  | 29 Jan 2023 | |

Dear Emmanuel,

**PROGRAMME APOLLO - SERVICE FAMILY ACCOMMODATION (SFA) WORKSTREAM C, INVITATION TO NEGOTIATE REFERENCE 703221454**

**PQQ Reference:** 703221454

1. Following the draft Invitation to Negotiate (ITN) issued on the 19th Dec 22, please see attached the updated formal ITN for the design and build of Service Family Accommodation (SFA) across British Forces Cyprus.
2. The final number and locations of houses across Sovereign Base Areas currently including Dhekelia, Episkopi Garrisons and RAF Akrotiri will be confirmed following the completion of the strengthening feasibility studies 2023. The Contract Advert estimated up to 702 seismically compliant houses as part of this workstream.
3. The procurement timescales are set out at DEFFORM 47 Section B.
4. You must submit your Tender via the Defence Souring Portal (DSP) as set out in the DEFFORM 47. You must submit your Tender by 10:00 (GMT) on the 01 Mar 2024.

Yours faithfully

Polly Chandler

DIO Commercial

Deputy Head Overseas and Special Projects

Apollo Commercial Lead

Attachments:

DEFFORM 47 - Invitation To Negotiate DIO703221454

Contract Documents

DEFFORM 111 – Appendix to Contract Addresses and other Information.

DEFORM 47

(Edn 12/23)

**Invitation to Negotiate**

**For**

**703221454** for the design and build of Service Family Accommodation (SFA) across British Forces Cyprus, Sovereign Base Areas.

DEFORM 47

(Edn 12/23)

**CONTENTS**

This Invitation to Tender 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 competition.

* DEFFROM 47 - Edn 12/23- Invitation to Negotiate (ITN). The DEFFORM 47 sets out the key requirement 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 4
  + Section B – Key Procurement Process and Tendering Activities; Page 10
  + Section C – Instructions on Preparing Tenders; Page 11
  + Section D – Tender Evaluation; Page 12
  + Section E – Instructions on Submitting Tenders; Page 16
  + Section F – Conditions of Tendering; and Page 17
  + DEFFORM 47
    - Annex A – Tender Submission Document (Offer)
    - Appendix 1 to DEFFORM 47
    - Annex B – Requirements of Response (Technical, Commercial and Financial) Ref: Annex B-SFAC\_technical and commercial RORsV4
    - Annex C\_SFAC – DEFFORM 539A – Tenderer’s Commercially Sensitive Information Form 01/22 Ref: 20230706-SFAC\_ITN\_AnnexC\_539A\_0122
    - Annex D - DEFFORM 528 – Import and Export Controls 02/21 Ref: 20230706-SFAC\_ITN\_AnnexD\_528\_0122
    - Annex E - Form 1686 Sub-Contractors Ref: 20230706-SFAC\_ITN\_E\_Form 1686
    - Annex F – DEFFORM 68 Hazardous and Non-Hazardous Substances, Mixtures or Articles statement by the Contractor 09/22 Ref: 20230706-SFAC\_ITN\_AnnexF\_068\_0922
    - Annex G – DEFFORM 711 Notification of Intellectual Property Rights (IPR) Restrictions 11/22: 20230706-SFAC\_ITN\_Annex G\_711\_1122
    - Annex H - DEFFORM 24 – Specimen Form of Guarantee Give by a Partner company in Respect of a Subsidiary 10/14 Ref: 20230706-SFAC\_ITN\_Annex H\_024\_1014
    - Annex I – Security Aspects Letter ref: SAL/Z9M9389Y21

Booklet 2 - Contract Documents

Contract Terms including X and Z clauses Ref:

* 20240118-SFAC\_ITN\_Draft Contract (without Z clauses)\_v3; and
* 20240118-SFAC\_ITN\_Z clauses\_v3

Booklet 3 – Pricing

* Pricing Document
* SFA Workstream C Pricing Approach dated 4/7/23 and NEC and QDC comparison Ref: Z0M989Y21-RAM-XX-XX-SC-J-00002
* SSRO Allowable cost guidance version 6 dated 7/11/22
* Contractor Databook
* Qualifying Defence Contract (QDC) Tender Price Assessment Tool
* SSCR Profit Calculator

Booklet 4 – **Scope – Ref:** **Z9M9389Y21-RAM-XX-XX-SO-J-00001**

* Appendix A – Decent Homes Standard
* Appendix B – Design Drawings and Drawing Register
* Appendix C – Demolition Approach
* Appendix D – NOTAM (For Application of Crane Usage)
* Appendix E – BFC Security Questionnaire
* Appendix F – Sustainability Appraisal
* Appendix G – British Forces Cyprus Terms of Agreement
* Appendix H – Home Quality Mark (HQM)
* Appendix I – PM Handbook
* Appendix J – Gateway Review Documents
* Appendix K – Subcontractor Evaluation Report Template
* Appendix L – DIO GSL and BIM Documentation
* Appendix M – Multi Criteria Decision Analysis
* Appendix N – Thermal Comfort Analysis
* Appendix O – Solar PV
* Appendix P – PMR Format
* Appendix Q – Collaboration Approach
* Appendix R – Stakeholder Management Plan

Booklet 5 – Site Information References attached:

**Akrotiri –** **Ref: Z9M9389Y21-RAM-AK-XX-SI-J-00001**

* Appendix A – Topographic Survey
* Appendix B – Archaeological Survey
* Appendix C – Desktop Environmental Assessment
* Appendix D – Ground Investigation
* Appendix E – Land Quality Report
* Appendix F – Legionella Management Plan
* Appendix G – Asbestos Surveys
* Appendix H – Weather Data
* Appendix I – Statement of Known Hazards

**Dhekelia –** **Ref: Z9M9389Y21-RAM-DK-XX-SI-J-00001**

* Appendix A – Topographic Survey
* Appendix B – Archaeological Survey
* Appendix C – Desktop Environmental Assessment
* Appendix D – Ground Investigation
* Appendix E – Land Quality Report
* Appendix F – Legionella Management Plan
* Appendix G – Asbestos Surveys
* Appendix H – Weather Data
* Appendix I – Statement of Known Hazards

**Episkopi –** **Ref: Z9M9389Y21-RAM-EP-XX-SI-J-00001**

* Appendix A – Topographic Survey
* Appendix B – Archaeological Survey
* Appendix C – Desktop Environmental Assessment
* Appendix D – Ground Investigation
* Appendix E – Land Quality Report
* Appendix F – Legionella Management Plan
* Appendix G – Asbestos Survey
* Appendix H – Weather Data
* Appendix I – Statement of Known Hazards

Booklet 6 – Pre-Construction Information

Akrotiri – Ref: Z9M9389Y21-RAM-AK-XX-RP-J-00001

Dhekelia – Ref: Z9M9389Y21-RAM-DK-XX-RP-J-00003

Episkopi – Ref: Z9M9389Y21-RAM-EP-XX-RP-J-00002



DEFFORM 111 – Appendix to Contract – Addresses and other information 10/22

DEFFORM 47

(Edn 12/23)

Section A

**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

competition.

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 successful Tenderer or consortium

members and the Authority, should the Authority award a Contract as a result of this procurement.

A6. “Contract Terms & Conditions” means the contract conditions including any schedules,

annexes and appendices that will govern the Contract entered into between the successful 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. “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.

A11. “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 now or during the Tendering period, or to which you have been granted access by the Authority, for the purposes of responding to this ITN.

A12. “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.

A13. “Schedule of Requirements” (for the purpose of this procurement this relates to the Contract Data Part 1 and contract scope sections as defined under NEC 4 ECC) 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.

DEFORM 47

(Edn 12/23)

Section A

A14. The “Statement of Requirement” (for the purpose of this procurement this relates to the contract scope as associated sections as defined under NEC 4 ECC in booklet 4) means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A15. 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.

A16. 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.

A17. A “Tender” is the offer that you are making to the Authority.

A18. “Tenderer” means the economic operator submitting a response to this Invitation to Tender.

Where “you” is used this means an action on you the Tenderer.

A19. 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**

A20. The purpose of this ITN is to invite you to submit a Tender, in accordance with the instructions

set out in this document, to propose a solution and best price to meet the Authority’s requirement. This

documentation explains and sets out the:

1. timetable for the next stages of the procurement;
2. instructions, conditions and processes that governs this procurement;
3. information you must include in your Tender and the required format;
4. arrangements for the receipt and evaluation of Tenders;
5. criteria and methodology for the evaluation of Tenders; and
6. Contract Terms and Conditions.

A21. The sections in this ITN and associated documents are structured in line with a generic

tendering process and do not indicate importance and/or precedence.

A22. This requirement was advertised by the Authority in DSP dated 01 June 2022.

under the following reference 703221454.

A23. This ITN is subject to the Defence and Security Public Contracts Regulations 2011.

A24. This ITN has been issued to all Potential Providers that meet the Pre-Qualifying Questionnaire (PQQ) threshold under the Restricted procedure.

A25. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the DSP.

A26. CO controls approval of the outline business case procurement strategy and stage 1 funding was confirmed on 17 Jan 2024.

DEFORM 47

(Edn 12/23)

Section A

**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 while 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 as 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

1. 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 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 was signed on 29th Jan 23. The obligations contained in any such agreement are in addition to, and do not derogate from, your obligations under paragraph A27 above.

**TENDER EXPENSES**

A29. 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 SUBCONTRACTING ARRANGEMENTS**

A30. 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.

DEFORM 47

(Edn 12/23)

Section A

**MATERIAL CHANGE OF CONTROL**

A31. 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 PQQ response or in connection with the

submission of your PQQ 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 PQQ response or in

connection with the submission of your PQQ response or in your financial health or that of any

Consortium Arrangement member or Sub-Contracting Arrangement member; or

c. any material changes to your financial health or that of a party to the Consortium

Arrangement or Sub-Contracting Arrangement; and

d. 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.

A32. If a change described in paragraph A31 occurs, the Authority may reassess you against the

PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended

PQQ 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.

A33. In relation to a change described in paragraph A31, 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 PQQ 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.

A34. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes

any material changes to any aspects of their responses to the PQQ if:

a. they fail to re-submit to the Authority the updated relevant section of their PQQ response

providing details of such change in accordance with paragraph A33 as soon as is reasonably

practicable and in any event no later than 30 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.

DEFORM 47

(Edn 12/23)

Section A

**CONTRACT TERMS AND CONDITIONS**

A35. 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. As set out in the Advert the Authority intends to contract against NEC 4, ECC with Early Contractor Involvement (ECI, two stage design and build), Option C. Optional X and Z clauses are provided. This ITN and Contract does at time refer out to Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) the full text of are available electronically via the Knowledge in Defence (KiD) website. <https://www.gov.uk/guidance/knowledge-in-defence-kid>.

A36. The Contract Terms and Conditions are attached.

**OTHER INFORMATION**

A37. The Armed Forces Covenant

1. 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.

1. 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. <https://www.gov.uk/defence-and-armed-forces/armed-forces-covenant>.

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

Address: Defence Relationship Management

Ministry of Defence

Holderness House 51-61 Clifton Street

London

EC2A 4EY

e. Paragraph A37 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.

**ACCESS TO TENDER DOCUMENTATION**

A38. The Tender documentation will be accessed via the DSP and any additional information provided through configuration-controlled references and hyperlinks. Please provide confirmation that your company have received all the data correctly as set out in the invitation to negotiation letter check list.

DEFORM 47

(Edn 12/23)

Section B

**SECTION B – KEY TENDERING ACTIVITIES**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Responsibility** | **Submit to:** |
| ITN shared subject to approval | 4 Jul 23 | Authority | Defence Share |
| CO Controls Outline Business Case Approval | 17th Jan 24 | Authority | Authority |
| Formal ITN Issued | 29th Jan 24 | Authority | Authority |
| Final date for Request for Extension to Tender Return Date (RTD) | 23rd Feb 24 | Tenderer | Defence Sourcing Portal |
| Final Responses to Clarifications Questions or Requests for information | 23rd Feb 24 | Authority | Defence Sourcing Portal |
| Tender Return Date | 1 Mar 24 – 10.00 | Tenderer | Defence Sourcing Portal |
| Tender Evaluation – Further Clarification dialogue (if required) | 4 Mar to 13 May 24 | Authority | Defence Sourcing Portal |
| Preferred Bidder – Award Notice | 13 May 24 | Authority | Commercial |
| Standstill period | 13-28 May 24 | Authority | Commercial |
| Issue Contract Stage 1 (Design) | 28 May 24 | Authority | Commercial |
| Full Business Case Submission | Jun 25 | Authority | Authority |
| Evaluation of stage 2 submission | May - Jun 25 | Authority | Authority |
| Full Business Case Approval | Dec 25 | Authority | Authority |
| Stage 2 Award | Dec 25 | Authority | Commercial |

**TENDERERS CONFERENCE**

B1. It is not intended at this time to hold a Tenderers Conference; however continued clarification dialogue is expected during the tender period.

**CLARIFICATION QUESTIONS**

B2. All Clarification questions either submitted through the DSP and/or through Dialogue sessions, a single tracker will be used for all clarifications and updates issued through DSP. To maintain the transparency and audit trail all clarifications and responses will be recorded throughout the procurement procedure both per and post Tender Return.

**TENDER RETURN**

B3. The Authority may, in its own absolute discretion extend the deadline for the receipt of tenders. Tenderer to be notified through the DSP.

**COMMUNICATIONS**

B4. Wherever possible all communications should be directed through the DIO Commercial Officers.

For the attention of:

Polly Chandler – DIO Commercial, [polly.chandler104@mod.gov.uk](mailto:polly.chandler104@mod.gov.uk); and

Carly Hayes – DIO Commercial, [carly.hayes112@mod.gov.uk](mailto:carly.hayes112@mod.gov.uk)

**NEGOTIATIONS**

B5. Further details regarding Negotiations can be found in Section D of this ITN.

DEFORM 47

(Edn 12/23)

Section C

**Section C – Instructions on Preparing Tenders**

**CONSTRUCTION OF TENDERS**

c1. Your Tender must be written in English, using Arial font size 11. Prices must be in either £GBP or €EUR ex VAT unless otherwise agreed. The full breakdown of prices shall be provided in accordance with the financial templates provided.

C2. To assist the Authority’s evaluation, you must set out your Tender responses in accordance with Section D (Tender Evaluation).

**VALIDITY**

C3. Your Tender must be valid and open for acceptance for one hundred twenty (120) 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.

DEFORM 47

(Edn 15 Feb 21)

Section D

**Section D – Tender Evaluation**

D1. Annex A to Section D details how your Tender will be evaluated, the methodology used to

evaluate the Tender and the evaluation criteria.

D2. Annex B Section D provides further details on the negotiation process

D2. Annex C Section D provides the Compliance Key

Annex A to DEFORM 47

(Edn 12/23)

Section D

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

The Tender Evaluation Panel is responsible for evaluating tenders received in response to ITN 703221454. The panel consists of a cross functional group of acquisition team members including any required specialists or SME. It includes the Commercial Officer with the appropriate delegation to sign the subsequent contract. Technical and Commercial submissions will be evaluated independently.

**Meat Criteria**

The contract will be awarded on the basis of the Tenderers offering the Most Economically Advantageous Tender (MEAT) in accordance with this Tender evaluation criteria.

The evaluation of this Tender will be undertaken in four parts as follows:

Part 1 – Pass / Fail Evaluation (Proposal Compliance)

A non-scored assessment to determine the compliancy of the Tenderers proposal submitted in response to a range of commercial questions and information requests, listed within the Commercial Requirements of Response at Annex E.

Any Tenderers that meet the requirements of Part 1 will progress to the next stage.

Part 2 – Scored Evaluation (Technical Proposal)

The Tenderers technical capability will be assessed using a series of weighted questions and a specified scoring regime across the range of weighted criteria. The questions and criteria used for the Invitation to Tender (ITN) evaluation have been weighted to reflect the relevant importance of the question to the Authority and criteria to assess the capability of the Bidder.

Part 2 – Scored Evaluation (Commercial Proposal)

The Tenderers will be assessed against a series of commercial questions on how they intend to deliver the contract, its contract terms and work collaboratively with the Authority.

Part 3 – Value for Money and Financial Management

The Tenderer will be assessed against the ability to financially manage the contract, ensuring they can demonstrate value for money and meet the requirements set out for Qualifying Defence Contracts.

Part 4 – Price

The Price under this Tender will be assessment against a comparison to the Authority should cost model, for both Stage 1 and the indicative Stage 2 price, as part of the Price Requirements of Response. The Tenderer is required to complete and submit the cost templates at Booklet 3 of this ITN.

Some additional pricing guidance has been provided with a comparison between NEC and Qualifying Defence Contract (QDC) cost language, Provided in Booklet 3 of this ITN.

A summary of the weightings for the RoRs (Provided in Annex B of DEFFORM 47) can be found below:

Annex A to DEFORM 47

(Edn 12/23)

Section D

Technical RoRs

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **High-level Criterion (Level 1)** | **Level 2 Criterion** | **Level 2 Criterion** | **Level 3 Sub-criterion** | | **Sub-Criteria** |
| **Weighting** | | |
| Technical  70% | Management | 30% | | 40 | * 1. Design Development and Coordination Approach |
| 17.5 | * 1. Project Execution Plans |
| 17.5 | * 1. Key Personnel and Resource Management |
| 17.5 | * 1. Risk Management |
| 17.5 | * 1. Supply Chain Management |
| Programme | 20% | | 100 | - |
| H&S and CDM | 15% | | 50 | 3.1 H&S and CDM Design |
| 50 | 3.2 H&S and CDM Construction |
| Sustainability | 15% | | 34 | 4.1 Sustainability - Climate resilience |
| 33 | 4.2 Sustainability - Environmental, key site risks and opportunities |
| 33 | 4.3 Sustainability - Environmental, construction environmental management |
| BIM | 10% | | 100 | - |
| Social Value | 10% | | 100 | - |

Commercial RoRs

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **High-level Criterion (Level 1)** | **Level 2 Criterion** | **Level 2 Criterion** | **Level 3 Sub-criterion** | **Sub-Criteria** |
| **Weighting** | |
| Commercial  25% | Commercial | 100% | 40 | 7.1 Terms and Conditions |
| 20 | 7.2 Pricing and Payment |
| 20 | 7.3 Collaboration |
| 20 | 7.3 Procurement and Contract Management |

Financial RoRs

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **High-level Criterion (Level 1)** | **Level 2 Criterion** | **Level 2 Criterion** | **Level 3 Sub-criterion** | **Sub-Criteria** |
| **Weighting** | |
| Finance  5% | Finance | 100% | 100 | Financial and Cost Management |

Annex B to DEFORM 47

(Edn 12/23)

Section D

Negotiation

The draft contract, comprising of terms and conditions and contract schedule have been included in this ITN. The draft contract sets out the governing terms and obligation of each party. It is built on the NEC 4, option C terms with additional X and Z clauses drafting as required to include the additional Defence mandated terms into the contract, including to constraints applied through the Single Source Regulation Organisation (SSRO). These include the definition of allowable costs and additional transparency and reporting requirements. As part of the Tender return the Tenderer is required to confirm their acceptance of the Contract Terms as part of the requirements of response. The Tenderer is required to complete and return the Compliance Matrix below. The Compliance Matrix identifies acceptance of the terms, terms which the Tenderer is partially compliant or where these are not accepted.

Where the Tenderer responds to the compliance matrix as partially compliant or where these terms are not acceptable. The Tenderer is required to provide full details of the underlaying issue/barriers that prevents the Tenderer meeting these terms in full or part. If this is due to the cost of risk associated with the term, then please provide details of the likely cost implication to meet the term.

It is hoped that most of these areas can be clarified through the clarification period however it might require a short period of negotiation following the formal Tender return. The Tenderer is to note that further assurance of the contract and further approval is likely to be required should changes be proposed to the terms.

Any Negotiation sessions arranged will have a clear agenda and principles regarding the Authority’s position it seeks to protect, and where elements of these terms are non-negotiable.

|  |  |  |  |
| --- | --- | --- | --- |
| **Compliance Matrix** | | | |
| Acceptable - A | | | |
| Partially Compliant – PC | | | |
| Not Acceptable – NA | | | |
| **Ser** | **Part/Term** | **A/CP or NA** | **If PC or NA please provide rationale and proposed changes** |
|  | Contract Data 1 |  |  |
|  | Part 3 – X Secondary Option Clause X1 |  |  |
|  | Part 3 - X Secondary Option Clause X7 |  |  |
|  | Part 3 – X Secondary Option Clause X16 |  |  |
|  | Part 3 – X Secondary Option Clause X18 |  |  |
|  | Part 3 - X Secondary Option Clause X22 |  |  |
|  | Part 4 Option Z clause 12 |  |  |
|  | Part 4 Option Z clause 13 |  |  |
|  | Part 4 Option Z clause 15 |  |  |
|  | Part 4 Option Z clause 16 |  |  |
|  | Part 4 Option Z clause 17 |  |  |
|  | Part 4 Option Z clause 19 |  |  |
|  | Part 4 Option Z clause 20 |  |  |
|  | Part 4 Option Z clause 21 |  |  |
|  | Part 4 Option Z clause 22 |  |  |
|  | Part 4 Option Z clause 24 |  |  |
|  | Part 4 Option Z clause 25 |  |  |
|  | Part 4 Option Z clause 26 |  |  |
|  | Part 4 Option Z clause 27 |  |  |
|  | Part 4 Option Z clause 28 |  |  |
|  | Part 4 Option Z clause 29 |  |  |
|  | Part 4 Option Z clause 31 |  |  |
|  | Part 4 Option Z clause 34 |  |  |
|  | Part 4 Option Z clause 44 |  |  |
|  | Part 4 Option Z clause 46 |  |  |
|  | Part 4 Option Z clause 50 |  |  |
|  | Part 4 Option Z clause 51 |  |  |
|  | Part 4 Option Z clause 52 |  |  |
|  | Part 4 Option Z clause 54 |  |  |
|  | Part 4 Option Z clause 55 |  |  |
|  | Part 4 Option Z clause 56 |  |  |
|  | Part 4 Option Z clause 57 |  |  |
|  | Part 4 Option Z clause 58 |  |  |
|  | Part 4 Option Z clause 59 |  |  |
|  | Part 4 Option Z clause 70 |  |  |
|  | Part 4 Option Z clause 80 |  |  |
|  | Part 4 Option Z clause 83 |  |  |
|  | Part 4 Option clause 90 |  |  |
|  | Part 4 Option clause 91 |  |  |
|  | Part 4 Option clause 92 |  |  |
|  | Part 4 Option clause 93 |  |  |
|  | Part 4 - Performance Management Regime |  |  |
|  | Part 5 - Schedule 2 JSP 440 |  |  |
|  | Part 5 -Schedule 3 GDPR |  |  |
|  | Part 5 -Schedule 7 Project Bank Account Trust Deed |  |  |
|  | Part 6 /DEFFORMS |  |  |
|  | Part 6/Schedule 1 – DRFFORM 10B |  |  |
|  | PART 6/Schedule 2 – DEFFORM 687C |  |  |

DEFORM 47

(Edn 12/23)

Section E

**Section E – Instructions on Submitting Tenders**

**Submission of your Tender**

E1. Your Tender and any ITN Documentation must be submitted electronically via the Defence

Sourcing Portal (DSP) by 10.00 GMT 1 Mar 24. The Authority reserves the right to reject any Tender received after the stated date and time. 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 an electronic online Tender response to ITN 703221454.

E2. Your priced Tender and priced ITN Documentation must only be submitted to the commercial envelope of the DSP ITN. You must ensure that there are no prices present in the technical or qualification (if applicable) envelopes of the DSP ITN. The Authority has the right to request, at its discretion, that any pricing information found in the technical or qualification (if applicable) envelopes is redacted in accordance with paragraph E3.

E3. The Authority may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender 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 technical or qualification (if applicable) envelopes, 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 noncompliant bid.

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 those detailed at B4 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 those detailed at B4 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.

DEFORM 47

(Edn 12/23)

Section F

**Section F – Conditions of Tendering**

F1. The issue of ITN Documentation or ITN Material is not a commitment by the Authority to place a Contract as a result of this competition or at a later stage. 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 their Tender,

expression of interest, the dynamic PQQ or the tender process;

f. re-assess your suitability to remain in the competition, for example where there is a

material change in the information submitted in and relating to the PQQ response, see

paragraphs A31 to A34;

g. withdraw this ITN at any time, or choose not to award any Contract as a result of this

tender process, or re-invite Tenders on the same or any alternative basis;

h. choose not to award any Contract as a result of the current tender process;

i. 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 effective when both parties sign the Contract. The Contract will be

issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C3.

**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 will 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 suspected or actual 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)

DEFORM 47

(Edn 12/23)

Section F

**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:

• 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;

• 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;

• enter into any agreement or arrangement with any other person that has the effect of

prohibiting or excluding that person from submitting a Tender;

• canvass the Authority or any employees or agents of the Authority in relation to this

procurement; or

• 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 provided advice to 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, arises or may arise or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises or any situation arises that might give the

perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual, potential or perceived 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 competition and provides full details listed at 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 Conflicts of Interest exist between the Tenderer and their advisers, and the Authority and its advisers. Any Tenderer who fails to comply with the requirements described at paragraphs F7 to F10 (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.

DEFORM 47

(Edn 12/23)

Section F

**Government Furnished Assets**

F11. Where the Authority provides Government Furnished Assets (GFA) in support of this

competition, you must include details of the GFA in your Public Store Account and treat it in

accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions

for the GFA from the named Commercial Officer.

**Standstill Period**

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 successful 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 Announcement**

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 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.

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 competition must identify any Sensitive

Information in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these

terms as part of the competition 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

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.

DEFORM 47

(Edn 12/23)

Section F

**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 must attach the relevant information with the tender submission.

F19. Your Tender will be deemed non-compliant and excluded from the tender process if you fail

to complete the Annex in full and attach relevant information where required.

**Russian and Belarusian Suppliers, Products and Services**

F20 Except as set out in [PPN 01/22](https://www.gov.uk/government/publications/procurement-policy-note-0122-contracts-with-suppliers-from-russia-and-belarus) (https://www.gov.uk/government/publications/procurement-policy-note-0122-contracts-with-suppliers-from-russia-and-belarus), the Authority will not be accepting Tenders that:

a. contain any Russian / Belarusian products and/or services; and/or

b. are linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian / Belarusian person or entity. Please note that this does not include companies:

registered in the UK or in a country with which the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement; and/or

which have significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement.

F21 Tenderers must confirm in writing that their Tender, including any element that may be provided by any part of the Contractor’s supply chain, does not contain any Russian / Belarusian products and/or services.

F22 Tenderers must include provisions equivalent to those set out in this clause in all relevant Sub-Contracting Arrangements.

**Specific Conditions of Tendering**

F23. NOT USED

**DEFFORM 47 Annex A**

**Edn 12/23**

**Ministry of Defence**

**Tender Submission Document (Offer) – Ref Number ITN – 703221454**

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

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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Applicable Law** | | | | | | | |
| I agree that any Contract resulting from this competition shall be subject to English Law | | | | | | Yes / No | |
| **Target Cost, Price of Tender (excluding VAT) for Stage 1:**  **Indicative Target Cost, Price at Tender stage (excluding VAT) for Stage 2:** | | | | | | | |
| £ / € …………………………………………….    WORDS………………………………………………………………………….. | | | | | | | |
| **UK Value Added Tax** | | | | | | | |
| If registered for Value Added Tax purposes, insert:   1. Registration No 2. 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 Foreign Export Control and Security Restrictions? If the answer is Yes, 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 the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions? | | | | 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\* Reference RAR-483623063 | | | |
| Have you completed Form 1686 for Sub-Contracts? | | | | Yes\* / No | | | |
| Have you completed the compliance key / matrix / matrices? | | | | Yes / No / N/A | | | |
| Are you a Small Medium Sized Enterprise (SME)? | | | | Yes / No | | | |
| Have you and your Sub-Contractors registered with the Prompt Payment Code with regards to SMEs? | | | | Yes / No | | | |
| 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 | | | | | 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 all Mandatory Requirements (as per paragraph F18) stated in this ITN? | | | | | Yes / No | | |
| \*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:   1. the offered price has not been divulged to any Third Party; 2. no arrangement has been made with any Third Party that they should refrain from tendering; 3. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion; 4. no discussion with any Third Party has taken place concerning the details of either’s proposed price; and 5. 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 tender processes, including value for money and related purposes. We certify that we have identified any Sensitive Information in the Tenderer’s Sensitive Information form (DEFFORM 539A). | | | | | | | |
| **Dated this..................day of** **Year** | | | | | | | |
| **Signature:** **In the capacity of**  (Must be scanned original) (State official position e.g. Director, Manager, Secretary etc.) | | | | | | | |
| **Name:** (in BLOCK CAPITALS)  **duly authorised to sign this Tender for and on behalf of:**  (Tenderer's Name) | | **Postal Address:**  **Telephone No:**  **Registered Company Number:**  **Dunn And Bradstreet number:** | | | | | |

Appendix 1 to DEFFORM 47 Annex A (Offer)

Edn 12/23

**Information on Mandatory Declarations**

**IPR Restrictions**

1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights

(IPR) Restrictions) as part of your Tender. You must provide details of any information / technical

data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR

restrictions (or any other type of restriction which may include export restrictions) affecting the

Authority’s ability to use or disclose the Information / technical data in accordance with the

conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to

IPR which have been funded exclusively or in part by private venture, foreign investment or

otherwise than by the Authority.

2. 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

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 provide the Authority with details of every restriction and obligation referred to in

paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified

using DEFFORM 711 or as otherwise agreed under any resultant Contract. You must also

provide, on request, any information required for authorisation to be given under Section 2 of the

Defence Contracts Act 1958.

4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to

complete the form.

**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

competition that all or part of any proposed Contractor Deliverable is likely to become subject to a

non-UK Government Control through a Government-to-Government sale only, you must inform the

Authority immediately by updating your previously submitted DEFFORM 528 or completing a new

DEFFORM 528.

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 competition, for any deliverables not yet imported into the UK/Cyprus, 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 His Majesty’s Revenue & Customs (HMRC) authorisations.

**Cyber Risk**

Cyber risk has been considered and in accordance with the Cyber Security Model. The Risk Assessment Reference: RAR-483623063, Cyber Risk Profile: Low. Tenderers are required to complete the Supplier Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Implementation Plan as appropriate.

**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. Form 1686 and further guidance

can be found in the Cabinet Office’s Contractual Process. <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf>.

**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 Action Plan can be found at Gov.UK and the

DSP, <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement>.

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.smallbusinesscommissioner.gov.uk/ppc/> . This process is managed by the Strategic

Supplier Management team who can be contacted at: [DefComrclSSM-Suppliers@mod.gov.uk](mailto:DefComrclSSM-Suppliers@mod.gov.uk).

**Transparency, Freedom 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 competition 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 Principles and in accordance with the provisions

of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract

Clause 12, <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1146947/2023-03-27_Transparency_Principles_-final.pdf> .

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 Sensitive Information form (DEFFORM 539A,

SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be

Sensitive Information (as defined in DEFCON 539). This includes providing a named individual

who can be contacted with regard to FOIA and EIR.

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. <https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system>.

**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. 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. You will be informed whether you are required to provide a Bank or Parent Company

Guarantee. In the event that you are selected as the winning Tenderer, you must provide your

Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the

standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee,

as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the

standstill period, will result in you being de-selected as the winning Tenderer. The Authority

reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the

de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a

Contract.