## List of Suppliers Invited to Submit a Tender for ITT No. LSBU10/1210

|  |  |  |
| --- | --- | --- |
| **Supplier Name** | **Supplier Address and Phone No** | **Supplier Point of Contact**  |
|  |  |  |

Renown Engineering Northumberland Business Park West Stephen Barlow

Limited Cramlington

 Dudley

 Northumberland.

 NE23 7RH.

 Tel: 0191 250 0113

Maxord Ballistics PO Box 721 Michael Stephens

Limited Waltham Abbey

 Essex.

 EN8 1JQ.

 Tel: 01992 899421

Long & Marshall Unit 1 Hayward Business Centre Tony George

Limited New Lane

 Havant

 Hampshire.

 PO9 2NL.

 Tel: 02392 480141

Bozeat Industrial Crane Close Mark Silvester

Limited T/A Denington Industrial Estate

BI Engineering Wellingborough

 Northamptonshire.

 NN8 2QG.

 Tel: 01933 228012

General Dynamics Parque Empresarial Cristalia Victor Lopez

European Land - Edificio 7/8

Systems – Santa Calle Via de los Poblados 3

Barbara Sistemas Madrid.

 28033.

 Tel: 0034 636053610

**Invitation to Tender No. LSBU10/1210 for**

**Light Gun Cradles & Yokes**

## Contents

## This invitation consists of the following documentation:

* DEFFORM 47 – **Invitation to Tender**.The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
	+ Section A – Introduction
		- Definitions
		- Purpose
		- ITT Documentation and ITT Material
		- Tender Expenses
		- Material Change of Control from Supplier Selection
		- Contract Conditions
		- Consultation with Credit Reference Agencies
		- Other Information
	+ Section B – Key Activities
	+ Section C – Instructions on Preparing Tenders
		- Tenders for Selected Contractor Deliverables
		- Construction of Tenders
		- Validity
		- Variant Bids
	+ Section D – Tender Evaluation
	+ Section E – Instructions on Submitting Tenders
		- Submission of your Tender
		- Samples
	+ Section F – Conditions of Tendering
		- Conforming to the Law
		- Bid Rigging and Other Illegal Practices
		- Conflicts of Interest
		- Government Furnished Assets
		- Standstill Period
		- Publicity Announcement
		- Sensitive Information
		- Remedies for Breach of Contract
		- Reportable Requirements
		- Conditions of Tendering Specific to this Requirement
	+ DEFFORM 47 Annex A – Tender Submission Document (Offer)
		- Appendix 1 to DEFFORM 47 Annex A (Offer) – Information

on Mandatory Declarations

* + DEFFORM 47 Annex B – Statement of Requirement
	+ DEFFORM 47 Annex C – Compliance Matrix

* Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A)
* Schedule of Requirements
* Contract Conditions
* DEFFORM 111 – Appendix to Contract - Addresses and Other Information
* DEFFORM 28 – Tender Return Label

## Section A – Introduction

**Definitions**

1. This requirement is issued on behalf of the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"). In this Agreement, the Authority is acting as part of the Crown and Babcock DSG will be conducting procurement and contract management activity as the Authority’s agent.
2. “You / Tenderer” means the economic operator or group of operators in the form of a consortium, including sub-contractors, which has been invited to submit a response to this Invitation to Tender.
3. “Invitation to Tender” (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.
4. A “Tender” is the offer that you are making to the Authority.
5. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) which the contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
6. “Schedule of Requirements” means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.
7. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.
8. “Contract Conditions” means the attached conditions that will govern any resultant contract.
9. A “Third Party” is any person who is not an employee of the Tenderer as defined at A2.

**Purpose**

1. The purpose of this ITT is to invite you to propose a solution representing best value for Defence to our requirement. This documentation explains and sets out the:
	1. tender process and timetable for the next stages of the procurement;
	2. instructions and conditions that govern this competition;
	3. information you must include in your Tender and the required format;
	4. administrative arrangements for the receipt and evaluation of Tenders; and
	5. Contract Conditions that shall apply in the event that the Authority awards a

contract following this competition.

1. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.
2. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage, listed on page 2 of this DEFFORM 47.
3. The requirement was advertised by the Authority in the OJEU by way of a Contract Notice dated 21 March 2015 (OJEU ref. 2015/S 057-099623) with reference to the requirement for Light Gun Cradles and Yokes following the Restricted procedure under the Defence and Security Public Contracts Regulations (DSPCR) 2011.

### ITT Documentation and ITT Material

1. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.  ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT 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:
	1. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
	2. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
	3. seek approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
	4. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A14.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;
	5. accept that any further disclosure of ITT Documentation, or further use of ITT Documentation or ITT 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;
	6. immediately destroy all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to participate in responding to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
	7. consult the named Commercial Officerto agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked ‘OFFICIAL-SENSITIVE’ or ‘SECRET’.
2. Some or all of the ITT Documentation and ITT 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 A14 above.

### Tender Expenses

1. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

### Material Change of Control from Supplier Selection

1. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

### Contract Conditions

A19. The full test of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMs) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

**Consultation with Credit Reference Agencies**

A20. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

## Section B – Key Activities

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time**  | **Initiated By** | **Submit to:** |
| Final date for Clarification Questions / Requests for additional information | 14 August 2015 | Tenderers | Procurement Manager  |
| Final Date for Requests for Extension 1 | 14 August 2015 | Tenderers | Procurement Manager  |
| The Authority issues Answers and Clarifications | 21 August 2015 | The Authority | All Tenderers 2 |
| Tender Return | 2 September 201514:00 hrs | Tenderers | The Tender Board, using DEFFORM 28 |
| Tender Evaluation | 16 October 2015 | The Authority | N/A |
| Notice of Contract Award (initiating Standstill period and bidder debriefs) | 19 October 2015 | The Authority | All Tenderers |
| Entry Into Contract | 30 October 2015 | The Authority | Successful Tenderer |

**Notes**

1. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.
2. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other bidders. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date.

## Section C - Instructions on Preparing Tenders

### Tenders for Selected Contractor Deliverables

1. You must Tender for all the Contractor Deliverables listed in the attached Schedule of Requirements. The Authority reserves the right to reject your Tender where you have not tendered for all of the Contractor Deliverables.

### Construction of Tenders

1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP. Prices must be Firm Price for Years 1 and 2 of the Contract.
2. To assist the Authority’s evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

**Validity**

1. In accordance with F3, your Tender must be valid / open for acceptance for ninety (90) calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

### Variant Bids

C5. You may only submit a variant bid where the Contract Notice states that variant bids will be considered (or where the requirement is exempt from the EU Regulations). A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority’s requirements as set out in the ITT Documentation. The Authority will give full and careful consideration to any permitted variant bids received. Any variant bid should, as far as possible, meet the attached Conditions of Tendering and Contract Conditions.

C6. Where variant bids are permitted, and you submit a variant bid, you are required to submit two Tenders, one against the Statement of Requirement and one variant bid. The standard Tender must meet the ‘minimum’ tender evaluation criteria as set out in Section D (Tender Evaluation), and must be submitted in accordance with the Conditions of Tendering. Variant bids will be evaluated in accordance with the tender evaluation criteria as set out in Section D (Tender Evaluation) and must be submitted in accordance with the Conditions of Tendering.

C7. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

## Section D – Tender Evaluation

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

The Authority shall award the Contract to the Tenderer offering the lowest total cost compliant bid.

For the purposes of this evaluation, the total cost of each bid is defined as the cost of supplying all of the following:

1. Quantity 1 off (plus the associated lead time quantity) Cradle Cannon (1015-99-964-2650) fitted with Front Yoke (1015-99-962-2994) and Rear Yoke (1015-99-962-2823) - as per Item No.1 of the Schedule of Requirements.
2. Quantity 20 off (plus the associated lead time quantity) Cradle Cannon (1015-99-964-2650) fitted with Front Yoke (1015-99-962-2994) and Rear Yoke (1015-99-962-2823) - as per Item No.1 of the Schedule of Requirements.
3. Quantity 1 off (plus the associated lead time quantity) Cradle Cannon (1015-99-964-2650) without Yokes - as per Item No.2 of the Schedule of Requirements.
4. Quantity 20 off (plus the associated lead time quantity) Cradle Cannon (1015-99-964-2650) without Yokes - as per Item No.2 of the Schedule of Requirements.
5. Quantity 10 off (plus the associated lead time quantity) Cradle Cannon (1015-99-964-2650) fitted with Front Yoke (1015-99-962-2994) and Rear Yoke (1015-99-962-2823) - as per Table 1 of Annex A.
6. Quantity 10 off (plus the associated lead time quantity) Cradle Cannon (1015-99-964-2650) without Yokes - as per Table 1 of Annex A.
7. Quantity 20 off (plus the associated lead time quantity) Front Yoke (1015-99-962-2994) – as per Table 1 of Annex A.
8. Quantity 20 off (plus the associated lead time quantity) Rear Yoke (1015-99-962-2823) – as per Table 1 of Annex A.
9. Quantity 10 off (plus the associated lead time quantity) Cradle Cannon (1015-99-964-2650) fitted with Front Yoke (1015-99-962-2994) and Rear Yoke (1015-99-962-2823) - as per Table 2 of Annex A.
10. Quantity 10 off (plus the associated lead time quantity) Cradle Cannon (1015-99-964-2650) without Yokes - as per Table 2 of Annex A.
11. Quantity 20 off (plus the associated lead time quantity) Front Yoke (1015-99-962-2994) – as per Table 2 of Annex A.
12. Quantity 20 off (plus the associated lead time quantity) Rear Yoke (1015-99-962-2823) – as per Table 2 of Annex A.

The Lead Time Quantity shall be calculated as follows:

 [ Forecast of Quarterly Demand (FQD) x Lead Time ] / 3 (rounded up to the nearest whole number), where:

 FQD is 2.43 for the Cradle Cannon (with or without Yokes); 0.69 for Front Yokes; and 0.54 for Rear Yokes;

 Lead Time shall be the lead time (in working days) offered in the Tenderer’s bid at Table III of the Schedule of Requirements and at Annex A converted into months. The conversion from working days to months shall be carried out by dividing the lead time in working days by 20.

 Should a quoted MOQ exceed the sum of the quantity identified at paras (i)-(xii) above and the associated lead time quantity then the MOQ shall be used in its place to calculate the total cost.

## Section E – Instructions on Submitting Tenders

### Submission of your Tender

E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. You must provide one priced hard copy of your Tender plus a CD containing a soft copy. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.

E2. Please ensure you include the electronic copy of the priced Tender with the associated paper copy only. The electronic copy of the Tender must be compatible with Microsoft Office Word 2010 and other MS Office 2010 applications. If you submit pdf files, password protect or encrypt any information containing prices you must supply the password so that the Authority can undertake a pricing evaluation.

1. You must complete and include DEFFORM 47 Annex A (Offer) (excluding Appendix 1) with your Tender. Where you select ‘Yes’ to any questions you must attach the relevant information.
2. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your priced Tender.
3. You must submit your paper copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.
4. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.
5. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.
6. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

## Section F – Conditions of Tendering

* 1. The issue of ITT Documentation is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance of that, is a matter solely for your commercial judgement. The Authority reserves the right to:
		1. seek clarification or additional documents in respect of a Tenderer’s submission;
		2. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
		3. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;
		4. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
		5. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
		6. choose not to award any contract as a result of the current procurement process;
		7. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and / or:
		8. ask for a price breakdown where the Tender price is low.
	2. The contract will be entered into when the Authority sends written notification of its entry into the contract. Written notification will be issued, to the address you provide, on or before the expiration of the period specified in paragraph C4 and subject to paragraph F3.
	3. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C4. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings challenging the award of the contract are instituted, prior to entry into contract, it is a condition of this ITT that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

### Conforming to the Law

* 1. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.
	2. Your attention is drawn in particular to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation then your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

### Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

### Conflicts of Interest

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

F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:

* + 1. manner of operation and management;
		2. roles and responsibilities;
		3. standards for integrity and fair dealing;
		4. levels of access to and protection of competitors sensitive information and Government Furnished Information;
		5. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
		6. the Authority’s rights of audit; and
		7. physical and managerial separation.

Should your Tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.

### Government Furnished Assets

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-99. If unsuccessful in this competition, you must seek disposal instructions for that GFA from the named Commercial Officer.

**Standstill Period**

F10. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORM 158 is sent. Where this is not a working day, it extends to midnight of the next working day.

### Publicity Announcement

F11. The Authority will publish notification of the contract and may publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition between suppliers. You should complete and return DEFFORM 539A as explained in the DEFFORM 47 Annex A and associated Appendix 1.

F12. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

F13. Under no circumstances should you confirm to any Third Party the Authority’s acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority’s announcement of the award of contract, whichever occurs first.

### Sensitive Information

F14. 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.

F15. For these purposes, the Authority may share within Government any of the Contractor’s documentation / information (including any that the Contractor considers to be confidential and / or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A and consent to these terms as part of the competition process.  This allows the MOD to share information with other Government departments while complying with our obligations to maintain confidentiality.

**Remedies for Breach of Contract**

F16. If using Standardised Contracting conditions you should be aware of the contractual remedies set out in F.6.a of SC2, which may apply in the event of a breach of contract by the contractor. Damages for breach of contract are not limited under the contract. However, you should also note under clause F6.d that in exercising its rights and remedies under the contract the Authority must act in a reasonable and proportionate manner having regard to the nature and consequences of the breach of contract. If you are unsure about the potential liability under the contract, you should seek advice from the named Commercial Officer.

### Reportable Requirements

F17. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you attach the relevant information.

F18. This is not a test of your answer but failure to complete this part of the Annex makes your Tender non-compliant.

### Conditions of Tendering Specific to this Requirement

F19. The Tenderer shall, as a minimum, provide the following information with its Tender response:

* 1. Completed and signed DEFFORM 47 Annex A (Tender Submission Document (Offer));
	2. A completed, signed copy of DEFFORM 539A – Tenderer’s Commercially Sensitive Information Form;
	3. A completed Schedule of Requirements for items 1-2, providing a firm price each for quantity 1 off (this will be used for testing purposes prior to approval being given to proceed with despatch of the full order quantity) and quantity 20 off, which is the firm requirement. Tenderers must supply pricing for both items on the understanding that the Authority will order Cradles either with Yokes (item 1) or without (item 2). A firm lead time offer must be provided at Table 3;
	4. Annex A (Option Prices) – Tenderers must supply pricing for additional quantities of Cradles and Yokes, both while in full production and when not in production, that may be purchased in accordance with Condition 7. Prices shall be firm for 2 years following Contract award. Lead times shall be in working days. Tenderers may adjust the batch quantities should they identify more economical price breaks. In providing price breaks, Tenderers shall ensure that the prices represent a consistent offer across the range of quantity bands where each price is commensurate with the quantity band it relates to and the other prices offered for higher and lower quantity bands. Where the Authority reasonably considers that an offer for a particular item has been skewed to supply an artificially low price for the quantity being evaluated then the Authority reserves the right to consider the Tenderer’s bid as non-compliant;
	5. Start-Up Costs – In addition to supplying pricing for Cradles and Yokes when not in production at Table 2 of Annex A, Tenderers are required to identify, separately, the element of the total selling price that is attributable to the actual start-up of resuming production;
	6. Minimum Batch Sizes – Tenderers must clearly detail in their bid any minimum batch sizes or minimum order quantities that apply;
	7. Tooling Charges – Tenderers must clearly detail in their bid any specific tooling charges that apply. Such charges must be identified separately and are provided on the understanding that any such tooling becomes the property of the Authority upon payment and shall be retained by the Contractor in accordance with DEFCON 23;
	8. Supply Chain information – Tenderers must provide, with their bid, details of the supply chain, including the name and address of any sub-Contractors, they intend to use to source materials or carry out any elements of the manufacturing process;
	9. Quality Plan – In accordance with DEFCON 602A (Edn 12/06), the Tenderer shall submit a Quality Plan detailing how all Contract related quality requirements shall be fulfilled. The Quality Plan must be produced in accordance with AQAP 2105 Edition 2. Upon receipt of bids, a copy of the Tenderer’s Quality Plan shall be scrutinised by representatives of both Babcock DSG and MOD and shall be used as a reference document for the Pre-Contract Award Evaluation process described at paragraph F20. The Authority reserves the right to reject any bid where it reasonably considers that the Tenderer has not adequately demonstrated how it intends to fulfil the necessary quality requirements;
	10. A completed copy of the Compliance Matrix held at Annex B to DEFFORM 47 to demonstrate unqualified acceptance of the Conditions of Contract;
	11. The Authority reserves the right to consider any bid that fails to meet all the requirements of paragraph F19 as non-compliant.

**Pre-Contract Award Evaluation**

F20. The Authority reserves the right, should it be considered necessary, to conduct a Pre-Contract Award Evaluation, which is a formal process of assessing the capability of a Tenderer to deliver the requirement. It shall involve the visit by a joint Babcock DSG/MOD team to the Tenderer’s premises, plus that of its sub-Contractors, to assess such aspects as: Health & Safety considerations, fitness for purpose of premises and equipment, quality processes, and processes for controlling material. The Authority further reserves the right to reject any bid where this assessment casts significant doubt over the Tenderer’s ability to fulfil the requirement to the necessary standard.

**Key Performance Indicators**

F21. The Contract shall contain a set of Key Performance Indicators, as detailed at Condition 11, to measure the Contractor’s performance in areas such as delivery and quality. The Tenderer is invited to put forward additional KPIs to measure its performance, plus that of the Authority, in specific areas.

**Government Security Classifications**

F22. As of the 2nd April 2014, the new Government Security Classifications Policy (GSC) was introduced. A key aspect of this policy is the reduction in the number of security classifications used. This Tender and any subsequent contract that may be awarded to you as a result, is subject to protection under GSC. You are therefore encouraged to make yourself aware of the changes through the [Gov.uk GSC website](https://www.gov.uk/government/publications/government-security-classifications).

The Authority hereby reserves the right to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by national law or government policy. Where this ITT is accompanied by any instructions on safeguarding classified information, e.g. a security aspects letter, the Authority reserves the right to amend the terms of these instructions, as a result of any changes in national law or government policy, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies, or otherwise. This may relate to the instructions on safeguarding classified information as they apply to the tender process and, or, any contract awarded to you as a result of this tender process.”

**Sustainable Development**

F23. 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 with the successful Tenderer during the performance of any resultant contract.

**Intellectual Property Rights (IPR)**

F24. If the Tenderer believes that there are items within the scope of this requirement for which they have legitimate claims to IPR, where the Authority has no free user rights, they are required to advise the Authority and provide evidence of their claim within 20 working days of the issue of the ITT. Evidence required includes the nature of the exclusive rights, date the rights were created, and whether any licences have been given or granted to a third party.

**Military Level Packaging**

F25. Military level packaging shall be the responsibility of the Contractor. The Tenderer shall ensure that their bids reflect the full cost of any items that require packaging to a military level standard.

 Where the Tenderer intends to use an MPAS accredited specialist packaging Contractor to undertake military level packaging, the Tenderer shall submit with his bid details of the Contractor, including full title, address and contact details as a minimum.

## DEFFORM 47 Annex A

## Edn 12/14

 **Ministry of Defence**

**Tender Ref No. LSBU10/1210**

# Tender Submission Document (Offer)

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

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

|  |
| --- |
| **Applicable Law**  |
| I agree that any contract resulting from this competition shall be subject to English Law\*Where ‘No’ is selected, Scots Law will apply.  | Yes / No\*  |
| **Total Value of Tender (excluding VAT)** |
| £ ……………………………………………………………………………………………………………………… WORDS ................................................................................................................................................................................ |
| **UK Value Added Tax** |
| If registered for Value Added Tax purposes, please insert:a. Registration No ..........................................b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £........................... |
| **Location of work (town / city) where contract will be performed by Prime:**  |
| Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required) |
| Tier 1 Sub-contractor Company Name | Town / city to bePerformed | Contractor Deliverables | Estimated Value | SMEYes / No |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Mandatory Declarations** (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):  | **Tenderer’s Declaration** |
| Is the offer subject to the Authority contracting for all the Contractor Deliverables? | Yes\* / No  |
| Is the offer made subject to a Minimum Order Quantity? | Yes\* / No  |
| Are the Contractor Deliverables subject to Registered Designs or Patents? | Yes\* / No  |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? | Yes\* / No  |
| Are the Contractor Deliverables subject to Overseas Expenditure? | Yes\* / No  |
| Have you complied with all regulations relating to the operation of the collection of custom import duties?  | Yes / No |
| Have you completed Form 1686 for sub-contracts? | Yes / No |
| Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?  | Yes / No |
| Have you completed and attached Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A)?  | Yes / No |
| If you have not already signed a corporate level DEFFORM 30 have you attached one? | Yes / No |
| Have circumstances changed since Supplier Selection Stage? If so have you attached a revised Statement Relating to Good Standing? | Yes\* / No  |
| Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012? | Yes\* / No  |
| Do the Contractor Deliverables contain hazardous items, materials or substances?  | Yes\* / No  |
| Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) No 2037/2000 of the European Parliament and of the Council of 29 June 2000? <http://ozone.unep.org/new_site/en/montreal_protocol.php> | Yes\* / No  |
| Are you able to support the objectives of Reservist and other supplier support to the Armed Forces? | Yes\* / No  |
| Have you attached The Bank / Parent Company Guarantee? | Yes\* / No / Not Required |
| Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?  | Yes / No / Not Required |
| \*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer). |
| **Tenderer’s Declaration of Compliance with Competition Law** |
| 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 procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A. |
| **Dated this.................. day of ................................................................... Year ........................** |
| **Signature: In the capacity of**  **.......................................................................................................**(Must be 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:** |

## Appendix 1 to DEFFORM 47 Annex A (Offer)

**Edn 12/14**

## Information on Mandatory Declarations

### Part Tender

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

### Minimum Order Quantities

1. Where your offer is subject to minimum order quantities select ‘Yes’ and provide further details in your Tender.

### Notification of Inventions etc.

1. Where the Contractor Deliverables are subject to any Registered Intellectual Property Rights select ‘Yes’.
2. You must clearly state in your Tender any Contractor Deliverable to be produced under any resultant contract that is, or is likely to be, the subject of a Patent, a Registered Design right or an application for either, or an unregistered design right, owned by either yourself oraThird Party. This includes anything of this nature affecting the performance of any resultant contract or subsequent use of any Contractor Deliverable by the Authority. You must specifically draw attention to:
	1. any Patent or Registered Design (or application for either) or unregistered design right you own or control which is or appears to be relevant to the Contractor Deliverables, the use of which by or on behalf of the Authority may give rise to a claim under Sections 55 or 56 of the Patents Act 1977, or Section 12 of the Registered Designs Act 1949, or Section 240 of the Copyright, Designs and Patents Act 1988;
	2. 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;
	3. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
	4. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.
3. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
4. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

### Notification of Foreign Export Control Restrictions

1. 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:
	1. Whether all or part of any Contractor Deliverables are or will be subject to:
2. a non-UK export licence, authorisation or exemption; or
3. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.
	1. If requested, a summary of every existing, expected or known licence and restriction referred to in paragraph 7.a. This includes any related obligation or restriction and the extent they place an obligation or restriction on the Authority, including:
4. the exporting nation and the export licence number, where known;
5. the Contractor Deliverables affected;
6. the nature of the restriction and obligation;
7. the authorised end use and end users;
8. any specific restrictions on access by Third Parties, or by individuals based on their nationality, to the Contractor Deliverables; and
9. any specific restrictions on re-transfer or re-export to Third Parties of the Contractor Deliverables or anything delivered or used in the performance or fulfilment of them.
10. If requested, you must provide an outline of your mitigation plan to manage

 performance risks on any resultant contract based on paragraph 7.a.

1. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraphs 7.a and 7.b. If you are unable to obtain adequate information, you must state this in your Tender when responding to paragraph 7.a and 7.b.
2. 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.
3. If you have previously provided information under paragraph 7 you can provide details of the previous notification and confirm the validity.
4. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.
5. It is the Winning Tenderer(s) responsibility to ensure they comply with any restrictions stated in paragraph 7 during the life of the contract. This includes any restrictions the Authority has explicitly stated / clarified in any ITT documentation.
6. You must notify thenamed Commercial Officerimmediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 7.

### Overseas Expenditure

1. You must provide details in your Tender of any expenditure outside the UK, including:
	1. country in which sub-contract is placed / to be placed;
	2. name, division and full postal address of sub-contractor;
	3. value of sub-contract; and
	4. date sub-contract placed / to be placed.
2. Should you propose the supply of Articles of US origin the export of which from the USA are subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details in your Tender. This will allow the Authority to make a decision whether the export can or cannot be made under the auspices of 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

1. Council Regulation (EC) No 150/2003 suspends Custom duties on a range of military weapons and equipment. For the purposes of this competition for any Contractor Deliverables eligible for suspension of import duties and not yet imported into the European Union, you must provide prices excluding **and** including Import Duty.
2. Where the Contractor Deliverables are exempt under Council Regulation (EC) No. 150/2003, the Authority will issue a certificate for those Contractor Deliverables eligible for suspension of import duties.
3. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the collection of import duties. This includes but is not limited to obtaining Her Majesty's Revenue and Customs (HMRC) end use relief authorisation.

### Sub-contracts Form 1686

1. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of either Reportable OFFICIAL or OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework – Contractual Process](https://www.gov.uk/government/publications/security-policy-framework) chapter. You can access a word version of Form 1686 on GOV.UK at:<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/322603/Contractual_Process_-_Appendix_5_form.doc>.

### Small and Medium Enterprises

1. The Authority is committed to supporting the Government’s small and medium-sized enterprise (SME) initiative; its aspiration is that 25% of spend, direct and through the supply chain, should go to SMEs by 2015. The MOD uses the EU definition of an SME.
2. A key aspect of the Government’s SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly.  All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>.
3. Suppliers are also encouraged to work with the Authority to support the wider SME initiative. The link below to the Cabinet Office website provides information on the Government’s Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative. <https://www.gov.uk/government/policies/buying-and-managing-government-goods-and-services-more-efficiently-and-effectively/supporting-pages/making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>.
4. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd

Web address: [www.contracts.mod.uk](http://www.contracts.mod.uk/feed)

Tel No: 0845 270 7099

### Transparency, Freedom of Information and Environmental Information Regulations

1. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister’s letter of May 2010 (<https://www.gov.uk/government/policies/improving-the-transparency-and-accountability-of-government-and-its-services>) and the information contained within DEFCON 539 or SC2 Conditions of Contract Clause A14.
2. 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”).
3. You should complete the attached Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A) explaining which parts of your Tender you consider are commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.
4. 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

1. It is the intention to operate electronic trading. Babcock DSG is developing an electronic payment system; Tenderers shall be notified of the new system and the migration plan in due course. In the meantime, Babcock DSG will trade via MOD Form 640.

### Change of Circumstances

1. Where circumstances have changed with regard to a Statement Relating to Good Standing or you have not previously submitted a Statement Relating to Good Standing select ‘Yes’ and submit a Statement Relating to Good Standing with your Tender.

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

1. 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.

### Reservist and other Supplier Support to the Armed Forces

1. The 2010 Strategic Defence and Security Review set out what our Armed Forces will look like and outlined the role of the Reserve Forces within that Future Force. Reserves will have a greater role, providing both a larger proportion of the force and Defence capabilities in certain specialist areas that are not practical or cost effective to maintain full time.
2. The MOD wishes to have a more sustained and enduring relationship with suppliers, on Reservist and other military personnel objectives, based on mutual benefit. The personnel objectives include:
3. Employment of service leavers
4. Employment of wounded, injured or sick veterans
5. Employment of the partners of service personnel
6. Helping local cadet units
7. Support to Reservist employees
8. Encouragement of Reserve service
9. Of particular interest to Defence is the need to have more Reservists employed by reserves supportive employers as described in Chapter 4 of the White Paper, ‘Reserves in the Future Force 2020; Valuable and Valued’ available at:

<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/210470/Cm8655-web_FINAL.pdf>

1. The Authority therefore encourages all Tenderers, and their suppliers, to:
2. consider whether they are able to support these objectives; and, if they are
3. sign the Corporate Covenant, declaring their support for the Armed Forces community.
4. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at [The corporate covenant - Detailed guidance - GOV.UK](https://www.gov.uk/the-corporate-covenant).
5. Specific guidance on how you can support the Reserve Forces, what your support means in practice, and what the potential benefits are for you can be found at: [www.sabre.mod.uk](http://www.sabre.mod.uk).
6. Please provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included in the websites.

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

1. Where you decide to contribute to meeting the personnel objectives above, you should also report the outcomes of such contributions to the above address so they can be recorded and acknowledged.
2. Paragraphs 31 – 38 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 and we are committed to working with you to this end.

### Military Aviation Authority (MAA) Requirements

1. There are no MAA Requirements.

### Bank or Parent Company Guarantee

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

## DEFFORM 47 Annex B

**Edn 12/14**

**Compliance Matrix**

Tenderers must state ‘Yes’ in the right hand column of the table below to demonstrate unqualified acceptance of each DEFCON and narrative Condition. Failure to do so shall render the bid as non-compliant.

|  |  |
| --- | --- |
| **Condition** | **Unqualified Acceptance** |
| DEFCON 5 (Edn 07/99) – MOD Form 640 – Advice & Inspection Note |  |
| DEFCON 23 (Edn 08/09) – Special Jigs, Tooling And Test Equipment |  |
| DEFCON 68 (Edn 11/14) – Supply of Hazard Data for Articles, Materials & Substances |  |
| DEFCON 113 (Edn 10/04) – Diversion Orders |  |
| DEFCON 129 (Edn 03/15) – Packaging (For Articles Other than Munitions) |  |
| DEFCON 501 (Edn 03/15 -) Definitions and Interpretations |  |
| DEFCON 502 (Edn 06/14) – Specifications Changes |  |
| DEFCON 503 (Edn 12/14) – Formal Amendments to Contract |  |
| DEFCON 507 (Edn 10/98) – Delivery |  |
| DEFCON 509 (Edn 09/97) – Recovery Of Sums Due |  |
| DEFCON 513 (Edn 06/10) – Value Added Tax |  |
| DEFCON 515 (Edn 10/04) – Bankruptcy and Insolvency |  |
| DEFCON 516 (Edn 04/12) – Equality |  |
| DEFCON 518 (Edn 11/12) – Transfer |  |
| DEFCON 520 (Edn 07/11) – Corrupt Gifts and Payments of Commission |  |
| DEFCON 521 (Edn 04/12) – Subcontracting to Supported Businesses |  |
| DEFCON 522 (Edn 07/99) – Payment |  |
| DEFCON 523 (Edn 03/99) – Payments of Bills using the Bankers Automated Clearing Service (BACS) System |  |
| DEFCON 524 (Edn 10/98) – Rejection |  |
| DEFCON 525 (Edn 10/98) – Acceptance |  |
| DEFCON 526 (Edn 08/02) – Notices |  |
| DEFCON 527 (Edn 09/97) – Waiver |  |
| DEFCON 528 (Edn 05/12) – Overseas Expenditure, Import and Export Licenses  |  |
| DEFCON 529 (Edn 09/97) – Law (English) |  |
| DEFCON 530 (Edn 12/14) – Dispute Resolution (English Law) |  |
| DEFCON 531 (Edn 11/14) – Disclosure of Information |  |
| DEFCON 532A (Edn 06/10) – Protection of Personal Data (Where personal data is not being processed on behalf of the Authority) |  |
| DEFCON 534 (End 06/97) – Prompt Payment (Subcontracts) |  |
| DEFCON 537 (Edn 06/02) – Rights of Third Parties |  |
| DEFCON 538 (Edn 06/02) – Severability |  |
| DEFCON 539 (Edn 08/13) – Transparency |  |
| DEFCON 550 (Edn 02/14) – Child Labour and Employment Law |  |
| DEFCON 566 (Edn 04/15) – Change of Control of Contractor |  |
| DEFCON 601 (Edn 04/14) – Redundant Materiel |  |
| DEFCON 602A (Edn 12/06) –Deliverable Quality Plan |  |
| DEFCON 606 (Edn 06/14) – Change and Configuration Control Procedure |  |
| DEFCON 608 (Edn 10/14) – Access and Facilities to be provided by the Contractor. |  |
| DEFCON 609 (Edn 06/14) – Contractor’s Records |  |
| DEFCON 612 (Edn 10/98) – Loss of or Damage to Articles |  |
| DEFCON 614 (Edn 09/03) – Default |  |
| DEFCON 619A (Edn 09/97) – Customs Duty Drawback |  |
| DEFCON 621B (Edn 10/04) – Transport (If Contractor is Responsible for Transport) |  |
| DEFCON 627 (Edn 12/10) – Requirement for a Certificate of Conformity |  |
| DEFCON 632 (Edn 08/12) – Third Party Intellectual Property – Rights & Restrictions |  |
| DEFCON 637 (Edn 08/99) – Defect Investigation and Liability |  |
| DEFCON 644 (Edn 06/13) – Marking of Articles. |  |
| DEFCON 646 (Edn 10/98) – Law and Jurisdiction (Foreign Suppliers) |  |
| DEFCON 656 (Edn 03/06) - Break |  |
| DEFCON 670 (Edn 07/14) – Tax Compliance |  |
| 2. Quality Assurance |  |
| 3. Duration |  |
| 4. New Stores Reject (NSR) |  |
| 5. Shelf Life |  |
| 6. Prices |  |
| 7. Options |  |
| 8. Delivery Requirements |  |
| 9. Transparency |  |
| 10. Management of Non Conforming Deliveries |  |
| 11. Key Performance Indicators |  |
| 12. Contract Novation |  |

**DEFFORM 539A**

 **(Edn 08/13)**

**Tenderer’s Commercially Sensitive Information Form**

|  |
| --- |
| ITT Ref No: LSBU10/1210 |
| Description of Tenderer’s Commercially Sensitive Information: |
| Cross Reference(s) to location of sensitive information in Tender: |
| Explanation of Sensitivity:  |
| Details of potential harm resulting from disclosure: |
| Period of Confidence (if applicable): |
| Contact Details for Transparency/Freedom of Information matters:Name:Position:Address:Telephone Number:Email Address: |

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | Name and Address of Contractor:Renown Engineering LimitedNorthumberland Business Park WestCramlingtonDudleyNorthumberland.NE23 7RH. |  | MINISTRY OF DEFENCESchedule of RequirementForLight Gun Cradles & Yokes |  | Tender No: LSBU10/1210Issued on: 22 July 2015  |  |
| Table l **Articles Required** |
| ItemNo | MOD stock referenceNATO stock referenceStores reference numberOr Catalogue number | Specification numberDrawing numberPart number | DESCRIPTION | Quantity(each unless otherwise stated | Price**£** |
| 123 | N1/1015-99-964-2650 FL17226 Issue 23 Cradle, Cannon fitted with HWS4 Issue 46 Front Yoke (1015-99-962- 2994) and Rear Yoke  (1015-99-962-2823)N1/1015-99-964-2650 FL17226 Issue 23 Cradle, Cannon without  HWS4 Issue 46 Yokes  Options to purchase additional Cradles and Yokes in accordance with the pricing table at Annex A | 120 (PPQ 1)120 (PPQ 1) |  |
| Table ll **Packaging requirements** |
| ItemNo | Packaging specifications/special markings etc | Quantity | Adjustment\*£ | Quantity | Adjustment\*£ | Quantity | Adjustment\*£ |
| 1-23 | Military level NAs stated at Annex A |  |  |  |  |  |  |
| Table lll **Delivery of Articles NOTE:** \***to price per quantity shown in Table l** |
| ItemNo | Start | Rate | Finish | CONDITIONS OF CONTRACT:This contract is subject to the Conditions of Contract attached. |
| 1-23 | Please provide your best delivery offer in working days.Please provide your best delivery offer, in working days, at Annex A. |

**CONDITIONS OF CONTRACT**

**1. DEFCONs**

The following Defence Conditions (DEFCONS), Defence Forms (DEFFORMS) and Ministry of Defence Forms (MOD Forms) shall apply:

DEFCON 5 (Edn 07/99) MOD Form 640 – Advice And Inspection Note

***Note****: This DEFCON shall apply until such a time that the Contract is migrated to the new Babcock DSG electronic purchasing system.*

DEFCON 23 (Edn 08/09) Special Jigs, Tooling and Test Equipment

DEFCON 68 (Edn 11/14) Supply of Hazard Data for Articles, Materials and Substances

DEFCON 113 (Edn 10/04) Diversion Orders

DEFCON 129 (Edn 03/15) Packaging (For Articles Other Than Munitions)

DEFCON 501 (Edn 03/15) Definitions and Interpretations

DEFCON 502 (Edn 06/14) Specifications Changes

DEFCON 503 (Edn 12/14) Formal Amendments to Contract

**Note**: DEFCON 620 is not a Condition of this Contract and consequently the Authority Notice of Change referred to at Clause 2a of this DEFCON shall not form part of the written agreement.

DEFCON 507 (Edn 10/98) Delivery

DEFCON 509 (Edn 09/97) Recovery of Sums Due

DEFCON 513 (Edn 06/10) Value Added Tax

DEFCON 515 (Edn 10/04) Bankruptcy and Insolvency

DEFCON 516 (Edn 04/12) Equality

DEFCON 518 (Edn 11/12) Transfer

DEFCON 520 (Edn 07/11) Corrupt Gifts and Payments of Commission

DEFCON 521 (Edn 04/12) Sub-Contracting to Supported Businesses

DEFCON 522 (Edn 07/99) Payment

***Note****: This DEFCON shall apply until such a time that the Contract is migrated to the new Babcock DSG electronic purchasing system. DEFFORM 522A is not attached. For the purposes of this Contract and DEFCON 522 the "Relevant Form" shall be the Brown copy of MOD Form 640 and the "Representative of the Authority" shall be Head Bills Payment, Babcock DSG, Building B15, MOD Donnington, Telford, Shropshire. TF2 8JT. With regard to paragraph 3 of DEFCON 522, the Contractor shall submit all claims for payment to the Bill Paying Branch using a properly completed DAB Form 10.*

DEFCON 523 (Edn 03/99) Payment of Bills Using the Bankers Automated Clearing Service (BACS) System

DEFCON 524 (Edn 10/98) Rejections

DEFCON 525 (Edn 10/98) Acceptance

DEFCON 526 (Edn 08/02) Notices

DEFCON 527 (Edn 09/97) Waiver

DEFCON 528 (Edn 05/12) Overseas Expenditure, Import and Export Licenses

DEFCON 529 (Edn 09/97) Law (English)

DEFCON 530 (Edn 12/14) Dispute Resolution (English Law)

DEFCON 531 (Edn 11/14) Disclosure of Information

DEFCON 532A (Edn 06/10) Protection of Personal Data (Where Personal Data is Not Being Processed on Behalf of the Authority)

DEFCON 534 (Edn 06/97) Prompt Payment

DEFCON 537 (Edn 06/02) Rights of Third Parties

DEFCON 538 (Edn 06/02) Severability

DEFCON 539 (Edn 08/13) Transparency

DEFCON 550 (Edn 02/14) Child Labour and Employment Law

DEFCON 566 (Edn 04/15) Change of Control of Contractor

DEFCON 601 (Edn 04/14) Redundant Materiel

DEFCON 602A (Edn 12/06) Deliverable Quality Plan

DEFCON 606 (Edn 06/14) Change and Configuration Control Procedure

DEFCON 608 (Edn 10/14) Access and Facilities to be Provided by the Contractor

DEFCON 609 (Edn 06/14) Contractor’s Records

DEFCON 612 (Edn 10/98) Loss of or Damage to the Articles

DEFCON 614 (Edn 09/03) Default

DEFCON 619A (Edn 09/97) Customs Duty Drawback

DEFCON 621B (Edn 10/04) Transport (If the Contractor is Responsible for Transport)

DEFCON 627 (Edn 12/10) Requirement for a Certificate of Conformity

DEFCON 632 (Edn 08/12) Third Party Intellectual Property – Rights And Restrictions

DEFCON 637 (Edn 08/99) Defect Investigation and Liability

DEFCON 644 (Edn 06/13) Marking of Articles

DEFCON 646 (Edn 10/98) Law and Jurisdiction (Foreign Suppliers)

DEFCON 656 (Edn 03/06) Break

DEFCON 670 (Edn 07/14) Tax Compliance

**2. QUALITY ASSURANCE**

2.1 The following Standards shall apply:

a. AQAP 2120 Edition 3 Nov 2009

b. Defence Standard 05-61 Part 1 Issue 5 dated 2 August 2010

 Quality Assurance Procedural Requirements - Concessions

c.Defence Standard 05-57 Issue 5 dated 17 June 2005

 Configuration Management of Defence Material

d. Defence Standard 00-56 Issue 5 Parts 1 dated 21 February 2014

 Safety Management Requirements for Defence Systems

e. Defence Standard 05-135 Issue 1 dated 10 July 2014

 Avoidance of Counterfeit Materiel

2.2 **SQR 0140 Product Evaluation**

The Authority, in performing such QA activities as might be necessary, may at its expense submit components or assemblies for critical testing examination to Independent Laboratories or Test Houses.

2.3 **SQR 0260 Safety**

The Contractor has an obligation to safety. Any failures or incidents in relation to the equipment which affect safety shall be reported to the Authority without delay. The Authority shall be entitled to require action to be taken to correct the failure and to prevent recurrence.

* 1. **SQR 0740 Major Gun Forgings**

The material and forgings used to manufacture all major gun forgings are to be obtained from suppliers as required by DEF STAN 10-13.

* 1. **SQR 0750 Proofing of Heavy Weapons**
1. All Major Gun Forgings are to be subjected to proof in accordance with DEF STAN 13-92, at one of the MOD proof ranges. For each batch of quantity 10 Cradles supplied by the Contractor, quantity 1 shall be subject to proof testing. In addition, prior to despatch of the first batch of Cradles ordered against the Contract, the Contractor shall supply a Cradle to be tested prior to approval being given to proceed with production of the full order quantity. Trials shall be conducted in accordance with specification reference TwdArty\_03/09. The Contractor is responsible for the carriage of the proof items to and from the proof range. The Authority is responsible for arranging proof time with the range and for the supply of proof ammunition.
2. The Contractor is to provide a detailed history of each proofable item, which will include:

 (1) Material Release Certificate with source traceability.

 (2) Forging Test Sheets, Examination/Test Record Sheets.

(3) Examination/Test Record Sheets, which are to include before and after proof dimensions/non-destructive testing records, Proof Requisitions and Certificates.

1. The Proformae for Items (1) and (2) and the details of the dimensions to be recorded must be provided by the Contractor to the Authority for agreement prior to proof.

d. Gun Manufacturing Records. The Contractor is to supply a copy of his manufacturing records for each proof item produced to the Authority, who will arrange subsequently for their long term storage as customer records.

2.6 All enquiries on these Quality Requirements are to be addressed to the Technical Branch as detailed at box 2 of the DEFFORM 111.

**3. DURATION**

3.1 The duration of the Contract shall be a period of 2 years from date of Contract award. There is also an option to extend the Contract for a further year, subject to performance. The Authority shall advise the Contractor at least 3 months before the end of the Contract expiry date if it intends to take up the option.

3.2. After expiry of the Contract, only instructions covering reduction, cancellation, changes of part numbers and similar alterations to existing requirements shall be issued. New orders for additional Articles or increases to existing requirements shall not be issued or accepted after the above mentioned expiry date. If after expiry of the Contract, the Contractor receives any new orders, it should seek advice from the Procurement Branch as detailed in Box 1 of the DEFFORM 111 prior to acceptance of the order.

3.3. The Authority reserves the right to refuse payment of invoices for Articles which are delivered, if they have been ordered under the terms of this Contract after the expiry date of the Contract.

**4. NEW STORES REJECT (NSR)**

4.1 If the Authority reasonably considers that any Article fails to comply in all material respects to the specification, a New Stores Reject (NSR) shall be raised by the Authority. Such rejection shall be reported to the Contractor in writing, who will manage it in accordance with clauses 4.2 and 4.3

4.2 Once notified in accordance with clause 4.1 the Contractor shall respond to the Procurement Branch within 5 Business Daysofreceipt detailing its offer of repair and/or replace at no cost to the Authority. The Procurement Branch shall respond to the Contractor’s proposed remedy within 5 Business Days.

4.3 Once the remedy is agreed between the Authority and the Contractor, the parties shall agree a reasonable time period within which the NSR shall be fully resolved and the corrected Articles delivered, at the Contractor’s cost, to the Authority’s stated consignee.

4.4 Performance in this area shall be measured in accordance with the Key Performance Indicators detailed at Condition 11.

**5. SHELF LIFE**

5.1 It shall be a requirement of the Contract that, where shelf life is a consideration, the Contractor shall declare to this effect and provide details against each Article to be recorded at Annex A. As a minimum, this shall be that the Article has ‘12 months shelf life’. In addition, the packaging of the Articles supplied must be marked with a date commensurate with the end of the useful life of the Article.

**6. PRICE**

6.1 The prices payable under the Contract shall be the FIRM (non-revisable) Carriage Paid to Donnington (CPT as defined by Incoterms 2010) prices as stated on the Schedule of Requirement and Annex A (Options). Prices shall remain firm for the 2 year period following Contract award. Should the Authority take up the option to extend the Contract by a further year, prices shall be negotiated between the parties upon notification of the extended period.

6.2 The prices shall be inclusive of packaging to military level standard and bar code labelling, and shall be exclusive of Value Added Tax (VAT), which shall be levied at the Standard Rate.

6.3 The price payable shall be that which is effective at the date of Order.

**7. OPTIONS**

7.1 In addition to the quantities detailed in the Schedule of Requirements, the Contractor hereby grants to the Authority the irrevocable options to purchase additional quantities of Cradles and Yokes, as detailed at Tables 1 and 2 at Annex A, in accordance with the terms and conditions set out in this Contract or any such subsequent contract or contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such options.

7.2 The Authority shall have the right to exercise the options by the specified dates or within such further period as corresponds to the aggregate of any period(s) for the duration of which the Authority is prevented from exercising any such option by reason of any breach of the Contract by the Contractor or any delay in the delivery programme.

7.3 In conjunction with the prices stated at Table 1, it is the responsibility of the Contractor to keep the Authority informed of the latest date by which orders must be raised in order to attract the ‘in production’ prices. In the event that the Contractor fails to notify the Authority of the latest re-order date, and production has ceased, then the prices at Table 1 shall prevail.

**8.** **DELIVERY REQUIREMENTS**

8.1 Delivery shall be made in accordance with the Schedule of Requirements and the delivery lead-times stated at Annex A. Any amendments to the contracted delivery dates shall be formally agreed between the Contractor and the Authority.

8.2 Delivery performance shall be measured in accordance with the Key Performance Indicators detailed at Condition 11.

8.3 All deliveries to LCS Donnington must be made via the West Gate entrance.

8.4 Articles requiring delivery to LCS Donnington that fall outside the scope of Parcel Deliveries should be declared through the Logistics Commodities and Services Vehicle Manifest Booking Service, Building B5 FMW, MOD Donnington using the e-mail address DESLCS-LS- FMWManifest@mod.uk and complying with the following:

 a. The Contractors shall complete the Manifest Form at Annex C with the required information and submit 2 weeks in advance of the intended delivery being made.

b. LCS & Babcock DSG shall verify the information contained on the Manifest form and return to the Contractor within 24 Hours of receipt at which time confirmation of the delivery date, time and building location shall be notified. In the case of an early delivery which is more than 2 working weeks prior to the Contracted Delivery Date, the Authority reserves the right to reject the order or amend the quantity being delivered.

c. Revisions to the submitted Manifest shall be accepted up to and including 48 Hours prior to the delivery being made. Note revisions should only be made for orders where the delivery has been requested by LSBU to be brought forward due to operational requirements.

d. Contractors should proceed to deliver the articles on the date and time notified on the manifest and should ensure that a copy of the manifest accompanies the delivery.

e. It is a condition of this Contract that in the event the Contractor does not adhere to the time of delivery notified by the Authority, the Authority shall not consider itself responsible for any subsequent claim by the Contractor, nor be held liable to meet any additional charges incurred by the Contractor through failure to deliver/collect on the due date at the appointed time.

8.5 In the event that the Contractor does not adhere to the time of delivery notified by the Authority, the Authority will not consider itself responsible for any subsequent claim by the Contractor, nor be held liable to meet any additional charges incurred by the Contractor through failure to deliver on the due date at the appointed time.

**9. TRANSPARENCY**

9.1 For the purposes of this Condition the expressions:

 a. “Transparency Information” shall mean the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;

 b. “Contractor Commercially Sensitive Information” shall mean the information listed in the Contractor Commercially Sensitive Information Annex to the Contract being information notified by the Contractor to the Authority which is acknowledged by the Authority as being commercially sensitive information.

9.2 Notwithstanding any other term of this Contract, including DEFCON 531 where applicable, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

9.3 Before publishing the Transparency Information to the general public in accordance with clause 9.2 above, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 (“the Act”) or the Environmental Information Regulations 2004 (“the Regulations”), including the Contractor Commercially Sensitive Information.

9.4 The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with clause 9.3 above. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

9.5 For the avoidance of doubt, nothing in this Condition shall affect the Contractor’s rights at law.

**10.** **MANAGEMENT OF NON CONFORMING DELIVERIES**

10.1 Articles shall be labelled, marked and packaged in accordance with the contract terms as per DEFCON 129 and the Quality Assurance requirements at Condition 2.

10.2 Where Articles do not conform to the requirements of clause 10.1, the Articles shall be quarantined by Logistic Commodities and Services (LCS) and a Non Conformance Report shall be raised detailing the reason for the Non Conformance and forwarded to the Authority for progression with the Contractor. It is advised that, if the Contractor is deemed to be liable, the Procurement Branch shall notify the Contractor with the details of the Non Conformance within **5** days of notification.

10.3 The Contractor shall then be required, within **5** days of notification, to either rectify the Articles in situ or shall arrange with the Procurement Branch for the collection of the Articles for rectification at the Contractor’s premises, whichever is deemed the most appropriate, at no cost to the Crown. In the event that the Articles are collected for rectification, the Articles shall be rectified and delivered back to LCS within **10** days of collection.

10.4 In certain circumstances the Contractor accepts that due to their geographical location combined with the fact that the Articles may be required to satisfy urgent requirements the action proposed at clause 10.3 is not feasible. In these circumstances the Authority may take the decision to arrange rectification with LCS and for any subsequent manpower costs involved to be passed onto the Contractor. This is to be agreed on the understanding that the Contractor shall be advised of the costs prior to any rectification action taking place.

10.5 Notwithstanding the provisions of clause 10.4, should the non conformance remain not rectified for more than 3 weeks beyond the 10 day period granted for rectification in clause 10.3, the Authority shall take the decision to arrange rectification with LCS and for any subsequent manpower costs involved to be passed onto the Contractor. The Contractor shall not be advised of the costs prior to any rectification action taking place.

10.6 The level of non conforming deliveries shall be measured in accordance with the Key Performance Indicators detailed at Condition 11 and any failure to meet the required level of performance shall be subject to the remedies contained therein.

**11. KEY PERFORMANCE INDICATORS**

11.1 The Contractor shall deliver Articles ordered pursuant to this Contract and work with the Authority in order to meet the KPI Targets outlined at clause 11.3 below. Where the Contractor’s performance does not meet the required level, the Contractor agrees to reduce the Contract price by the percentage indicated.

15.2 Upon completion of the Contract, the Authority shall measure the Contractor’s performance for each line item against the KPI Targets outlined at clause 11.3 and shall provide the Contractor with a report summarising the level of performance and confirming any action to be taken by the Authority to reduce the Contract price(s).

15.3 The KPI Targets are:

|  |  |
| --- | --- |
| **KPI No.1** | **Delivery Performance** |
| KPIDescription | The Contractor shall deliver every line item on the Schedule of Requirements by the delivery date stated at Table III. Delivery shall be deemed to have taken place at the time when the Articles are received by LCS Donnington. |
| Remedy | Should delivery of a line item exceed the agreed delivery date, the Contract price shall reduce depending on the lateness of delivery, as follows:Up to a week late – 1%Between 1-2 weeks late – 2.5%Between 3-4 weeks late – 4%Over 4 weeks late – 5% |

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| **KPI No.2** | **New Stores Rejects** |
| KPIDescription | The Contractor shall deliver every line item on the Schedule of Requirements conforming in all material respects to the Specification. |
| Remedy | Should a New Stores Reject be raised against the Contract, the Contract price of the affected line item shall reduce by 2% initially and by a further 1% for every week beyond the resolution timetable provided at clause 4.3 that the NSR remains unresolved.  |

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| **KPI No.3** | **Non Conforming Deliveries** |
| KPIDescription | The Contractor shall deliver every line item on the Schedule of Requirements in strict accordance with the packaging and labelling requirements of the Contract such that no Non Conformance Reports are raised by LCS. |
| Remedy | For each line item subject to a Non Conformance Report, the Contract price shall reduce by 5% initially and then by a further 2% for every week beyond the 10 day period granted for rectification (in accordance with clause 10.3), up to a maximum of 3 weeks, after which the provisions of clause 14.5 shall apply. |

**12. CONTRACT NOVATION**

12.1 The Authority may notify the Contractor that agreement has been reached to transfer the business and assets, or substantially all of the business and assets, of the Authority to Babcock DSG. The Contractor agrees that, if it is so notified by the Authority, then with effect from the Completion Date or other date as stipulated by the Authority at its sole discretion:

12.1.1 The Authority’s rights, obligations and liabilities under this Contract will be automatically transferred to Babcock DSG Limited in place of the Authority without the need for any consent or action by the Contractor or the Authority;

12.1.2 Babcock DSG will automatically become responsible for all future obligations (the “Assumed Obligations”) owed by the Authority to the Contractor in respect of this Contract;

 12.1.3 The Authority will be released automatically from the Assumed Obligations.

12.2 The Contractor further agrees at the request of the Authority to enter into any further agreement or document and take any formal steps which are necessary or desirable at the time to give effect to these provisions.

12.3 If this Contract is novated pursuant to Clause 12.1 above then Babcock DSG shall only be able to assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof with the prior written consent of the Contractor.

12.4 The Contractor shall disclose to Babcock DSG such Confidential Information (which may include commercially sensitive information) as may be requested for the operation of the Contract. Where third-party consent is required before such Confidential Information can be disclosed, the Contractor shall use its best endeavours to obtain such consent. Babcock DSG Limited shall only use such Confidential Information for purposes relating to the performance of the Contract and for no other purposes.

12.5 The Authority reserves to itself the right at its sole discretion to appoint an agent to manage this Contract, and to give directions to the Contractor, on its behalf. In the event of such appointment, the Authority will notify the Contractor of the identity of the agent and of the scope of the agent’s authority to so act.

12.6 In respect of clauses 12.1 - 12.6, the following definitions are provided:

 (i) “Completion Date” means the day when Completion takes place;

 (ii) “Completion” means completion of the transfer and acquisition of the business of the DSG Trading Fund;

(iii) “Babcock DSG” means Babcock DSG Limited, part of Babcock International Group (Company Number: 2342138).



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|  |  |  | **DEFFORM 111** |
|  |  |  | **(Edn 07/12)** |
|  |  | **Appendix - Addresses and Other Information** |  |
|  |  |  |  |  |
|  | **1. Commercial Officer** Mr Jon Mannering, Senior Procurement Manager, Babcock DSG I&RM, Building B15, MOD Donnington, Telford, Shropshire. TF2 8JT.Tel: 01952 673941 Fax 01952 673864E-Mail: jon.mannering@dsg.mod.uk  |  | **8. Public Accounting Authority**1. Returns under DEFCON 694 should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street,  Manchester, M1 2WD 🕿 44 (0) 161 233 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD 🕿 44 (0) 161 233 5394 |  |
|  |  |  |  |  |
|  | **2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)Mr Allen Morgan, Head of Technical, Babcock DSG I&RM , Building B15, MOD Donnington, Telford, Shropshire. TF2 8JT.Tel: 01952 673858 Fax 01952 673864E-Mail: allen.morgan@dsg.mod.uk  |  | **9. Consignment Instructions**The items are to be consigned as follows:Trade Receipts, Bldg B5, LCS, MOD Donnington,Telford, Shropshire. TF2 8JT. |  |
|  |  |  |  |  |
|  | **3.** **Packaging Approving Authority:**As per box 2 (in the first instance) |  | **10. Transport.** The appropriate Ministry of Defence Transport Offices are:**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH Air Freight CentreIMPORTS 🕿 030 679 81113 / 81114 Fax 0117 913 8943EXPORTS 🕿 030 679 81113 / 81114 Fax 0117 913 8943Surface Freight CentreIMPORTS 🕿 030 679 81129 / 81133 / 81138 Fax 0117 913 8946EXPORTS 🕿 030 679 81129 / 81133 / 81138 Fax 0117 913 8946**B.** **LCS**LCS Helpdesk No. 01869 256052 (select option 2, then option 3)LCS Fax No. 01869 256837[www.freightcollection.com](http://www.freightcollection.com)  |  |
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|  | **4.** a. **Supply/Support Management Branch** As per box 2 (in the first instance) b. **U.I.N.**  |  |  |
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|  | **5.** **Drawings/Specifications** **are available from** Enclosed |  | **11. The Invoice Paying Authority (see Note 1)**Ministry of Defence 🕿 0151-242-2000DBS FinanceWalker House, Exchange Flags Fax: 0151-242-2809Liverpool, L2 3YL **Website is:** [www.mod.uk/DBSFinance](http://www.fmssc.mod.uk)  |  |
|  |  |  |  |  |
|  | **6.** **For Contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to**As per box 1.(where no address is shown the mauve copy should be destroyed) |  | **12. Forms and Documentation are available through \*:** Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C SiteLower ArncottBicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)**Applications via fax or email:** DESLCSLS-OpsFormsandPubs@mod.uk |  |
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|  | **7. Quality Assurance Representative**- Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions. See Conditions of Contract.**AQAPS** and **DEF STANs** are available from Stan 1, Kentigern House, 65 Brown St, Glasgow, G2 8EX. A self addressed label should be sent with each application. Website is: [www.dstan.mod.uk](http://www.dstan.mod.uk)  |  | **13. NOTES****1. Forms.** Hard copies, including MOD Form 640 are available from address in Box 12., All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.**2.\*** Many **DEFCONs and DEFFORMs** can also be obtained from the MOD Internet Website; <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm> |  |
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|  | **For Official Use only:** |  |  |  |  |  |
|  |  | **Recoverable** | **~~Yes~~**  |  |  | **No** | X |  | **Finance Branch** |  PFS A |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  **Issue of Government property** | **~~Yes~~** |  | **No** | X |  |  | **RAC/VAT No** |  GBA040 |  |
|  | **VAT** | **Contractor - Country of Origin** | **(delete those not applicable)** |  | **Requisition No** |   |  |
|  |  |  |  |  |  |  |  |
|  | **UK****X** |  | Overseas (Non-EC Country) |  Overseas (EC Country) |  | **Project Management/ Production branch reference** | LSBU10/1210 |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **If EC specify country** |  |  |  |  | **Place of manufacture** |  |  |
|  |  |  |  |  |  |  |  |  |
|  | **Outside the scope** |  |  |  **Items Nos.** |  |  | **Place of packaging** |  |  |
|  | **Exempt** |  |  |  **Items Nos.** |  |  |  |  |  |
|  | **Taxable - Zero Rate** |  |  |  **Items Nos.** |  |  | **Contractor's tel. no** |  |  |
|  | **Taxable - Standard Rate** |  | X |  **Items Nos.** | All |  |  |  |
|  |  |  |  |  |  |
|  | **(where contract is with an overseas contractor RP (FIN) VAT Guidance Note No 3 should be consulted)** |  |  |