Mrs Jackie Vickery

Commercial Officer

Army HQ Commercial Branch

IDL 437, Floor 2, Zone 8

Ramillies Building, Marlborough Lines

Andover, Hampshire, SP11 8HJ

Tel: 01264 381976

Email: ArmyComrcl-T1-Proc-TL@mod.uk

To All Tenders

Your Reference: Our Reference: Date: 15 Nov 16

Dear Sir/Madam

**Invitation To Tender (ITT) for The Provision Of Airmanship Development Flying Module (ADFM) Watchkeeper Training. Reference No. ARMYHQ2/00079**

1. You are invited to tender for The Provision of Airmanship Development Flying Module Training in competition in accordance with the attached documentation.
2. The requirement is to provide Airmanship Development Flying Module Training to improve the air-mindedness of Watchkeeper pilots and provide baseline knowledge to be built upon throughout the remainder of the Watchkeeper pilot training course.
3. The anticipated date for the contract award decision is 28th January 2017 please note that this is an indicative date and may change.
4. You must submit your Tender to arrive no later than **09:30hrs on 4th January 2017**. All Tenders delivered by hand should be delivered to the reception desk of Headquarters Field Army (Andover North Site) between the hours 08:00hrs -15:30 hrs to allow commercial staff to collect tenders and for the Tender Board Secretary to record and secure them. All Tenders delivered on the day of the tender board by hand should be delivered at the reception desk of Headquarters Field Army (Andover North Site) by no later than 09:30 hrs of the day of the Tender Board. Due to recent problems of parcels/letters, please ask your couriers to have proof of ID as this is a secured site, if no ID the tender will be refused. The security personnel at the gate are not allowed to receive any Tenders by hand. Contractors who try to deliver tenders outside the hours specified will either be refused or tenders will be lost. You must attach the enclosed Tender Return Label (Annex B to DEFFORM 47) to the outer packaging of your Tender when you submit it to the Authority. Where you have multiple packages to submit you may photocopy the Annex B to allow you to attach a copy to each package.
5. Please confirm receipt of this email to: [ArmyComrcl-T1-Proc2@mod.uk](mailto:ArmyComrcl-T1-Proc2@mod.uk)

Yours faithfully,

Jackie Vickery

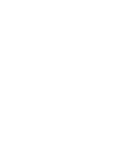
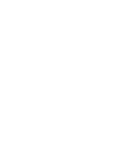
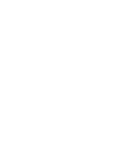
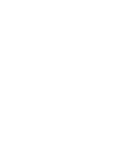
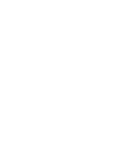
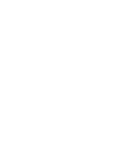
For Head of Commercial

**List of Suppliers Invited to Submit a Tender for ITT No. ARMYHQ2/00079**

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

TBC

**Invitation to Tender**



**For**

**The Provision of Airmanship Development Flying Module (ADFM)Training**

**ARMYHQ2/00079**

**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:

o Section A – Introduction Page 3

 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

|  |  |  |
| --- | --- | --- |
| o | Section B – Key Activities | Page 6 |
| o | Section C – Instructions on Preparing Tenders | Page 7 |

 Tenders for Selected Contractor Deliverables

 Construction of Tenders

 Validity

 Variant Bids

o Section D – Tender Evaluation Page 8

o Section E – Instructions on Submitting Tenders Page 11

 Submission of your Tender

 Samples

o Section F – Conditions of Tendering Page 12

 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

* **Annex A:** Tender Submission Document (Offer) Page A1

 Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory

Declarations

* **Annex B:** Tender Return Label
* **Annex C DEFFORM 30:** The Electronic Transactions Agreement (Paragraph 28 to Appendix 1 to Annex A refers) Please see A19 in bold.
* **Annex D:** Commercial Evaluation Scenario
* **Annex E:** Technical Requirements of Response
* **Appendix 1 to Annex E:** Technical Marking Matrix
* **Annex F:** Commercial Compliancy Statement
* **SC3:** Standardised Contracting Template 3
* **Schedule 1** **-** Definitions of Contract
* **Schedule 2** **-** Schedule of Requirements
* **Annex A:** to Schedule 2
* **Schedule 3** - Contract Data Sheet
* **Annex A:** to Schedule 3
* **Schedule 4 -** Contract Change Process Procedure
* **Schedule 5 –** Specification
* **Schedule 6 -** Contractors Commercially Sensitive Information Form
* **Schedule 7 -** Transfer Regulations
* **Schedule 8 –** ADFM Course Training Package

**DEFFORM 47 Definitions**

**Section A – Introduction**

A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown.

A2. “ 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. Where “you” is used this means an action on you the Tenderer.

A3. “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.

A4. A “Tender” is the offer that you are making to the Authority.

A5. “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.

A6. “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.

A7. The “Statement of Requirement” details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached at Schedule 5 to SC3. This may include the System Requirements Document (SRD).

A8. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.

A9. “Contract Conditions” means the attached conditions that will govern any resultant contract. A10. A “Third Party” is any person who is not an employee of the Tenderer as defined at A2. **Purpose**

A11. The purpose of this ITT is to invite you to propose a solution / best price to meet the

Authority’s requirement. This documentation explains and sets out the:

a. tender process and timetable for the next stages of the procurement;

b. instructions and conditions that govern this competition;

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

d. administrative arrangements for the receipt and evaluation of Tenders; and e. Contract Conditions that shall apply in the event that the Authority awards a

contract following this competition.

A12. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A13. This ITT has been issued to all potential Tenderers that expressed an interest.

A14. The requirement was advertised by the Authority in the Defence Contracts Online dated 15 15 November 2016 with reference to the requirement for Provision Of Airmanship Development Flying Module (ADFM) Training following the open procedure under the Public Contracts Regulations 2015.

**ITT Documentation and ITT Material**

A15. 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:

a. 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;

b. 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;

c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;

d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A15.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;

e. accept that any further disclosure of 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;

f. inform the Commercial Team if you decide not to submit a Tender;

g. immediately return all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and

h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked ‘OFFICIAL-SENSITIVE’ or

‘SECRET’.

A16. 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 A15 above.

**Tender Expenses**

A17. 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**

A18. 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 MOD is changing to an electronic end to end procurement system. Any conditions relating to the payment process may be amended between the issue of this ITT and contract award. Any change will solely be for the purpose of ensuring payment is made.**

**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 Tendering 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 2 | 10:00hrs  12 December 2016  (Note: SMEs will be unavailable to respond to RFIs after this date) | Tenderers | Ms Sue Wood  Commercial Officer  [ArmyComrcl-T1-Proc2@mod.uk](mailto:ArmyComrcl-T1-Proc2@mod.uk) |
| Final Date for Requests for Extension 1 | 10:00hrs  13 December 2016 | Tenderers | Ms Sue Wood  Commercial Officer  [ArmyComrcl-T1-Proc2@mod.uk](mailto:ArmyComrcl-T1-Proc2@mod.uk) |
| The Authority issues  Final Clarification Answers3 | 10:00hrs  13 December 2016 | The Authority | All Tenderers |
| Tender Return | 10:00hrs  4 Jan 2017 | Tenderers | The Tender Board, using  Annex B |
| Supplier Assessment Questionnaire (SAQ) | 10:00hrs  4 Jan 20107 | Tenderers | All Tenderers |
| Tender Evaluation | 5 - 16 Jan 2017 | The Authority | N/A |
| Contract Award Notice | 28 January 2017 | The Authority | N/A |
| Contract Award | 31 January 2017 | The Authority | N/A |

**Notes**

1. In the event that a Tenderer has a need to submit a Request for Information (RFI) they should ideally submit their request electronically, by e-mail to [ArmyComrcl-T1-Proc2@mod.uk](mailto:ArmyComrcl-T1-Proc2@mod.uk).  Faxed copies of the RFI may be submitted to 01264 381218. The Authority will undertake to process RFIs as quickly as possible.  However, where responses from Subject Matter Experts are required, such work will need to account for normal daily tasking. 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.
2. Should it become necessary the Tenderer must make requests for an extension in writing (email is sufficient) to [ArmyComrcl-T1-Proc2@mod.uk](mailto:ArmyComrcl-T1-Proc2@mod.uk), 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.
3. As the procurement is being conducted under an open procedure the Authority is unlikely to be aware of all interested parties. In order to ensure that all information including questions and answers, Tender updates etc. are communicated to all interested parties, a question and answer log will be kept and updated within the supporting documents tab of the procurement on Defence Contracts Online (DCO). **It is the responsibility of the interested party** to regularly check the supporting documents tab within the DCO. To note any updates that might be relevant and affect your tender response.

**Section C - Instructions on Preparing Tenders**

**Tenders for Selected Contractor Deliverables**

C1. 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**

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP. Prices must be a firm price and detail any price breakdowns which must be included in the Tender.

C3. To assist the Authority’s evaluation please set out your Tender response in accordance with

Section D (Tender Evaluation).

**Validity**

C4. In accordance with F3 your Tender must be valid / open for acceptance for 90 calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

C5. **Variant bids** Any Tender made subject to additional or alternative Contract conditions alone is not a variant bid. Where the Tender evaluation has a pass / fail of the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative conditions.

C6. The Authority cannot evaluate any Variant Bids during this completion.

**Section D – Tender Evaluation**

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

Highest combined technically, commercially and financially scored Tender

This Tender will be evaluated using the MEAT method. This is worked out using the ratio and calculation below. The optimum is the highest combined technical and commercial scores and the lowest price. This together would get the highest score. If you had the highest technical and commercial scores and your price was double that of the lowest priced compliant Tender, this would receive a lower total score.

**The Tender Evaluation will be on the basis of:**

Most Economically Advantageous Tender

(MEAT) Ratio

|  |  |  |
| --- | --- | --- |
| **Mandatory Criteria:** | | |
| Supplier Assessment Questionnaire (SAQ) |  | Pass/Fail (See note at D2) |
| Returns completed in DEFFORM 47  Annex A (Offer) (See section F, paragraph  17) |  | Pass / Fail |
| Mandatory Requirements |  | Pass/Fail |
| Minimum Technical Requirements met |  | Pass / Fail |
| Commercial Requirements met |  | Pass/ Fail |
| Failure to meet the Mandatory Criteria will result in your Tender being non-compliant. | | |
| In the event of two or more Tenders being awarded the same total score the Authority shall choose the bid that has the lowest price.  Tender with the lowest price or Meat Ratio | | |

|  |  |
| --- | --- |
| **Score** | **Definition** |
| 5 | **High Confidence - Provides a high level of detailed evidence that addresses all parts of the question, is credible and gives a higher level of confidence than 3** |
| 3 | **Confident - Bid addresses all parts of the question, evidence is credible and gives confidence that the Respondent has ability to successfully meet the requirement** |
| 2 | **Minor Concerns - Bid fails to address some parts of the question and/ or the evidence lacks credibility to a small extent. The respondent may require Army support to successfully meet the requirement.** |
| 1 | **Serious Concerns - The evidence fails to address key parts of the question and/or lacks credibility and/or evidence gives cause for concern on the Respondent's ability to meet the requirements.** |
| 0 | **Unacceptable - No evidence, or evidence provided is misleading or evidence is not relevant to the question asked.** |

#### D1. Tender Evaluation

D1.1 The successful Tenderer will be selected on the basis of combined scores of the Technical Evaluation and the Commercial Evaluation in the ratio of 60% (Technical): 40% (Commercial). Therefore the overall score will be out of a maximum of 100.

Tenders should consist of:

# **D2. Commercial Submission**

One original Commercial Submission in hardcopy and on a read only CD –ROM comprising:

* **One Supplier Assessment Questionnaire (SAQ):** Upon receipt of the Tenders, the Authority will evaluate the Bidders Suitability Assessment Questionnaire (SAQ) in accordance with the evaluation guidance contained within the Tender SAQ document (the Authority reserves the right to request any or all supplementary evidence to support the SAQ at any time). Only Bidders with a compliant SAQ response will be eligible to have their response to the Invitation to Tender (ITT) evaluated. Therefore, if the SAQ is deemed to be a ‘Fail’ the remaining ITT document will not be evaluated and your organisation will be ruled out of the competition.
* **One completed Annex A:** Tender Submission Document (Offer) (Not Scored)
* **One completed Annex C DEFFORM 30:** The Electronic Transactions Agreement (Not Scored)
* **One completed Annex D:** Commercial Scenario (Scored in accordance with section D4)
* **One completed** **Annex F:** Commercial Compliancy Statement – The Authority must ascertain the extent to which a tenderer proposes to accept the draft Contract as the legal basis for delivering the services required of the contractor. Tenderers should confirm acceptance or rejection of each of the proposed Terms and Conditions. In the event of rejection, a brief summary of the reason(s) should be provided. (Not Scored).
* **Firm prices for all items listed on Schedule 2 to SCT3**: Schedule of Requirements to be submitted using Schedule 2 – Pricing Matrix (Not Scored)
* **Assumptions:** Tenderers are required to provide an Annex to their Tender setting out all of the Commercial related assumptions they have made in compiling their commercial response and include a copy in their commercial submission (Not Scored)
* **One completed Schedule 6 to SCT3:** Tenderers Commercial Sensitive Information Form. (Not Scored)

## **D3 Technical Submission**

D3.1 One original and 3 copies of their **un-priced** Technical Submission in hardcopy and one read only copy on CD-ROM comprising as a minimum:

* **One response to each serial at Annex E**: Technical Requirements of Response providing details of how the Tenderer shall meet the criteria. (Scored in accordance with Appendix 1 to Annex E)
  + **Assumptions** – Tenderers are required to provide an Annex to their Tender setting out all of the assumptions they have made in compiling their technical bid and include a copy in their Technical Submission. (Not Scored)

**D4. COMMERCIAL EVALUATION (40% Overall Award Decision)**

D4.1 The Commercial Evaluation will be undertaken by representatives from the appointed MOD Commercial Branch who are responsible for checking compliancy against the Terms and Conditions of contract in accordance with the details set out in Annex F. **Tenderer’s are to note that non-agreement of the Terms and Conditions may result in them being ruled out of the competition.**

D4.2 The Commercial score will be based on the overall price submitted in the tenders response to Annex D and the methodology described below. Full marks will be allocated based on 40% of the total available marks, to the lowest bid. For the remaining prices, the percentage difference to the lowest bid shall be calculated with marks deducted from the total available marks in direct proportion to this percentage difference. Marks are directly proportional to the price difference. An example is shown in the following table (please note that prices are shown for demonstration only)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Price - £ | Price Difference - £ | Difference - % | Score |
| Lowest | 100,000 | 0 | 0.00% | 100.00 |
|  | 135,700 | 35,700 | 35.70% | 64.30 |
| Highest | 143,358 | 43,358 | 43.36% | 56.64 |

D4.3 The exception to this would be if what the Authority considers an unrealistically priced bid is received which would attract further investigation and, if not resolved, possible rejection.

**D5. TECHNICAL EVALUATION (60% of Overall Award decision)**

D5.1 The Technical Evaluation panel will consist of subject matter experts including a Chairperson. They will score each tender independently in the first instance and then the Chairperson will convene a meeting to collate their individual scores. Where their individual scores differ from each other, the Evaluation panel will agree a moderated mark. That resultant mark will be that which is used to determine the final technical score.

D5.2 The criteria and associated weightings for the Technical Evaluation are at Appendix 1 to Annex E, the Technical Requirement of Response. However, it should be noted that the Technical bids will be further assessed as follows:

Note: Any Tenderer scoring (a) less than 9 in any “high” weighted question (i.e. score 3 weighted by 3) and or (b) less than 50% of the available maximum mark will be deemed Technically non-compliant and will not be considered further.

Most Economically Advantageous. The highest score arising from the sum of:

* The technical evaluation (max 100%) x 0.60
* The commercial evaluation (max 100%) x 0.40

D5.3 The Authority may refuse to consider any Tender which is incomplete or qualified in any significant way.

D5.4 The scores of both the technical and commercial evaluation will be combined and bids will be ranked in order of merit.

D5.5 The award for the requirement detailed at Schedule 5 to SCT3 shall be made to the Tenderer who is assessed as being fully commercially and technically compliant and achieves the highest combined Technical and Commercial score.

D5.6 In the event that the combined Technical and Commercial scores are equal for more than one Tenderer, the Authority reserves the right to award the resultant contract to the Tenderer who has the lowest price.

**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. The Authority reserve the right to reject any Tender received after the stated date and time. You must provide 3 unpriced and 1 priced copy of your Tender in accordance with Section D. 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. You must include the electronic copy/ies of the priced and unpriced Tender with the associated paper copy/ies only. You must label CDs containing electronic copies of the Tender with “Includes Prices” or “Unpriced”. The electronic copies of the Tenders must be compatible with Microsoft Office Word 2010 and other MS Office 2010 applications. If you, password protect or encrypt any information on CDs containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.

E3. You must complete and include Annex A to DEFFORM 47 (Offer) (excluding Appendix 1) with your Tender. Where you select ‘Yes’ to any questions you must attach the relevant information.

E4. You must include the original signed Annex A to DEFFORM 47 (Offer) with one paper copy of your priced Tender.

E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.

E6. You must attach the enclosed Tender Return Label (Annex B) to the outer packaging of each envelope or box that contains your Tender.

E7. 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.

E8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

**Samples**

E9.Samples are not Required

**Section F – Conditions of Tendering**

F1. 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:

a. seek clarification or additional documents in respect of a Tenderer’s submission;

b. visit your site;

c. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;

d. 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;

e. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;

f. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;

g. re-issue this ITT on a single source basis, in the event that this procurement does not result in a ‘competitive process’ as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act

2014 and / or the Single Source Contract Regulations 2014;

h. choose not to award any contract as a result of the current procurement process;

i. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and / or:

j. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the expiration of the period specified in paragraph C4 and subject to paragraph F3.

F3. 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**

F4. 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.

F5. 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**

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

Defence Regulatory Reporting Cell Hotline: 0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

**Conflicts of Interest**

F7. 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:

a. manner of operation and management;

b. roles and responsibilities;

c. standards for integrity and fair dealing;

d. levels of access to and protection of competitors sensitive information and Government

Furnished Information;

e. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);

f. the Authority’s rights of audit; and

g. 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 05-099. If unsuccessful in this competition, you must seek 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 at the end of the next working day.

**Publicity Announcement**

F11. The Authority will publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition 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, related aspects of good procurement practice and answering Freedom Of Information requests.

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 (or SC2 Schedule 9, or SC3 Schedule 6) 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.

F16. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT/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.

**Remedies for Breach of Contract**

F17. If using Standardised Contracting you should be aware of the contractual remedies set out in the Contract Conditions 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

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**

F18. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you attach the relevant information.

F19. The answers provided are for statistical or Contract Management purposes and are not evaluated. However failure to complete this part of the Annex makes your Tender non-compliant.

F20. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your banker and the relevant bank account number on contract award.

**Specific Conditions of Tendering**

**TUPE**

**ITT/ITN Notes To Tenderers For Contract Re-Lets no staff in scope**

**Applicability Of TUPE**

F21. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is your responsibility to consider whether or not TUPE applies to this re-let and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is unlikely to be applicable if this Invitation to Tender results in a Contract being placed as the contractor currently undertaking this task has informed the Authority that no employees are in scope to transfer.

F22. The Authority shall not be liable for the opinion expressed above.. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.

**Tender Ref No. ARMYHQ2/00079**

**Ministry of Defence**

**Annex A to DEFFORM 47 Edn**

**09/16**

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 be  Performed | Contractor Deliverables | Estimated Value | | SME Yes / No |
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|  |  |  |  | |  |
| **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 completed the compliance matrix/ matrices? | | | Yes/ No/ Not Required | | |
| Are you a Small Medium Sized Enterprise (SME)? | | | Yes / No | | |
| Have you and your sub-contractors registered with the Prompt Payment Code with | | | Yes / No | | |

|  |  |  |
| --- | --- | --- |
| regards to SMEs? | |  |
| 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 |
| If you have not previously submitted a Statement Relating to Good Standing, or  circumstances have changed have you attached a revised version? | | Yes\* / No / N/A |
| Do the Contractor Deliverables 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 (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC  744/2010) of the European Parliament and of the Council. [http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances- deplete-ozone-layer](http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer) | | Yes\* / No |
| Have you attached The Bank / Parent Company Guarantee? | | Yes\* / No / Not Required |
| Have you completed, or are you working towards Cyber Essentials accreditation or  equivalent and will have it in place by the Commencement Date of the Contract. | | Yes\*/No |
| If applicable are you working with your proposed supply chain to ensure where  relevant they achieve Cyber Essentials accreditation or equivalent prior to the commencement date of each sub contract. | | Yes\*/No/N/A |
| Have you complied with the requirements of the Military Aviation Authority  Regulatory Articles? | | Yes / No / Not Required |
| Have you completed the additional Mandatory Requirements? | | 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:  a. the offered price has not been divulged to any Third Party,  b. no arrangement has been made with any Third Party that they should refrain from tendering,  c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,  d. no discussion with any Third Party has taken place concerning the details of either’s proposed price, and  e. no arrangement has been made with any Third Party otherwise to limit genuine competition.  We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.  We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.  We agree that the Authority may share the Contractor’s information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in 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:** | **Postal Address:** | |

(Tenderer's Name)

**Telephone No:**

**Registered Company Number:**

**Dunn And Bradstreet number:**

**Appendix 1 to DEFFORM 47 Annex A (Offer) Edn 09/16**

**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**

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

**Notification of Inventions etc.**

3. Where the Contractor Deliverables are subject to any Registered Intellectual Property Rights select ‘Yes’.

4. 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 or a Third 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:

a. 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;

b. any allegation made against you, whether by claim or otherwise, of an infringement of an intellectual property right (whether a Patent, Registered Design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;

c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right 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 4.b.

5. 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.

6. 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**

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

a. Whether all or part of any Contractor Deliverables are or will be subject to: (1) a non-UK export licence, authorisation or exemption; or

(2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

b. 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:

(1) the exporting nation and the export licence number, where known; (2) the Contractor Deliverables affected;

(3) the nature of the restriction and obligation; (4) the authorised end use and end users;

(5) any specific restrictions on access by Third Parties, or by individuals based on their nationality, to the Contractor Deliverables; and

(6) 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.

c. If requested, you must provide an outline of your mitigation plan to manage performance risks on any resultant contract based on paragraph 7.a.

8. 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.

9. 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.

10. If you have previously provided information under paragraph 7 you can provide details of the previous notification and confirm the validity.

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

12. 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.

13. 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 7.

**Overseas Expenditure**

14. You must provide details in your Tender of any expenditure outside the UK, including:

a. country in which sub-contract is placed / to be placed;

b. name, division and full postal address of sub-contractor;

c. value of sub-contract; and

d. date sub-contract placed / to be placed.

15. 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**

16. European Union (EU) legislation permits the use of various procedures to suspend customs duties.

17. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the procedures to be applied and the estimated Import Duty to be incurred and / or suspended.

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

**Sub-contracts Form 1686**

19. 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 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/367494/Contractual\_ Process\_-\_Appendix\_5\_form.doc](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc)

**Small and Medium Enterprises**

20. The Authority is committed to supporting the Government’s small and medium-sized enterprise (SME) initiative. The MOD uses the EU definition of an SME.

21. 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](http://www.promptpaymentcode.org.uk/).

22. 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/publications/2010-to-2015-government-policy-government- buying/2010-to-2015-government-policy-government-buying#appendix-1-making-sure-government- gets-full-value-from-small-and-medium-sized-enterprises.](https://www.gov.uk/government/publications/2010-to-2015-government-policy-government-buying/2010-to-2015-government-policy-government-buying#appendix-1-making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises)

23. 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**

24. 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/government-transparency-and-accountability>) and the information contained within SC3 Conditions of Contract Clause A14.

25. 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”).

26. 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.

27. 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**

28. Tenderers must note that use of the Authority’s Purchase to Payment (P2P) system is a mandatory requirement for this contract. You can view information on the P2P system and the methods to connect at [www.d2btrade.com](http://www.d2btrade.com/). Please feel free to consult the service provider on connectivity options. The Winning Tenderer will be required to sign DEFFORM 30 (Electronic Transaction Agreements) at a corporate level - if you are not already registered on P2P - and unconditionally accept DEFCON 5J (Unique Identifiers), DEFCON 129J (The Use of Electronic Business Delivery Form); and DEFCON 522J (Payment under P2P). Where Standardised Contracting 2 (SC2) or Standardised Contracting 3 (SC3) conditions are used, unconditional acceptance of all references to P2P in clause G1 is required. A failure to do so will result in your Tender being non-compliant.

**Change of Circumstances**

29. 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**

30. 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.

**Military Aviation Authority (MAA) Requirements**

31. In July 2011 the Military Aviation Authority (MAA) launched a new set of Regulatory Publications. Key to these is the Regulatory Articles (RA), which prescribe acceptable means of compliance (AMC) for each separate Regulation. Tenderers who wish to propose an alternative means of compliance must obtain agreement in principle from the MAA (through the Project team) in advance of submitting their Tender. AMC are strongly recommended practices and a justification will be required if they are not followed. Tenderers must consult the MAA where there is more than one AMC. You must confirm how you intend to comply with the RA, and the date you consulted with the MAA.

**Bank or Parent Company Guarantee**

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

**Cyber Essentials Accreditation**

33. For all new requirements advertised from 1st January 2016 which entail the transfer of MOD identifiable information1 from customer to supplier or the generation of information by a supplier specifically in support of the MOD contract, MOD will require suppliers to have a Cyber Essentials certificate by the contract start date at the latest, and for it to be renewed annually. This requirement must be flowed down the supply chain.

34. Please notify the Authority as soon as you become aware of any issues with Supply Chain ability to comply with Cyber Essentials.

**The Armed Forces Covenant**

35. The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the Armed Forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

36. The Covenant’s two principles are that:

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

b. 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 Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

37. Guidance on the various ways you can demonstrate your support through the Corporate

Covenant is at: https://[www.gov.uk/government/policies/armed-forces-covenant.](http://www.gov.uk/government/policies/armed-forces-covenant)

38. 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 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 on the website.

Email address: [covenant-mailbox@mod.uk](mailto:covenant-mailbox@mod.uk)

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry Of Defence

Main Building, Whitehall, London, SW1A 2HB

39. Paragraphs 35 – 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.

1 In this context ‘information’ shall have the meaning as defined in the contract.