|  |  |  |  |
| --- | --- | --- | --- |
| MOD_CMYK_AW |  | |  |
| **DE&S Corporate Commercial** | |
| **Amir Blythe** | |
|  | |
| Address:  MOD Abbeywood  #1216, Spruce 2B, NH1  Bristol  BS34 8JH |  |
| Tel: 030 679 84132  Email: DESTECH-Comrcl-TEAM@mod.gov.uk | |

|  |  |
| --- | --- |
| To Address Line 1  To Address Line 2  To Address Line 3  To Address Line 4  Postcode  FAO | Your Ref:  Our Ref: CCDT/539  Date: |

Dear Sir/Madam

**Invitation to Tender**

**Contract Title: iLog Training Framework**

**Reference No:** **CCDT/539**

1. You are invited to tender for iLog Training Framework in competition in accordance with the attached documentation.
2. The requirement is for a supplier for logistics courses. The courses are split into three lots and suppliers are invited to bid on individual courses.
3. Funding has been approved on 12/06/2019 The budget is £708,455 (ex vat) over three years.
4. The anticipated date for the contract award decision is 12th August,please note that this is an indicative date and may change.
5. You must submit your Tender to arrive no later than 2nd August at 10am and you must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.
6. Please confirm receipt of this tender to the Commercial Officer stated in the above address.

Yours faithfully

*Amir Blythe*

**DEFFORM 47**

**(Edn 07/18)**

## List of Suppliers Invited to Submit a Tender for ITT No CCDT/539

## All Suppliers that express an interest under PCR2015 Open Procedure

|  |  |  |
| --- | --- | --- |
|  |  |  |

****

**Invitation To Tender**

**for**

**iLog Training Framework CCDT/539**

**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

* DEFFORM 47 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 Tendering Activities

o Section C – Instructions on Preparing Tenders Tenders for Selected Contractor Deliverables

Construction of Tenders

Validity

Variant Bids

o Section D – Tender Evaluation

o Section E – Instructions on Submitting Tenders Submission of your Tender

o 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 Breech of Contract

Reportable Requirements

Specific Conditions of Tendering

o DEFFORM 47 Annex A – Tender Submission Document (Offer)

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

Declarations

• DEFFORM 47 Annex B – Commercial Compliance Matrix

• DEFFORM 47 Annex C – Hazardous Articles, Deliverables, Materials or Substances Statement

• DEFFORM 47 Annex D - Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A)

• DEFFORM 28 – Tender Return Label

**Section A –Introduction**

**DEFFORM 47 Definitions**

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, who 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) and any associated technical data 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 Standardised Contracting Template 2 (SC2) 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 Schedule 9 in SC2 of the Contractor Deliverables. The Statement of Requirement is in Schedule 9 of the SC2. 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 Authority or 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 will be issued to all potential Tenderers that expressed an interest under the PCR 2015 Open Procedure.

A14. The requirement was advertised by the Authority in the DCO dated 14th May 2019 with reference to the requirement for iLog Function 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 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;

e. accept that any further disclosure of ITT Documentation,(or use beyond the original purpose), 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 named Commercial Officer 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 full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Acquisition System Guidance (ASG) AND Standardised Contract 2 (SC2) conditions are attached.

**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.

**Other Information**

NOT USED

**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:** |
| Invitation to Bidders Conference 1 | N/A | NOT USED | N/A |
| Date for Confirmation of attendance at Bidders Conference1 | N/A | NOT USED | N/A |
| Final date for Clarification Questions / Requests for additional information | 14th July 2019 5pm | Tenderers | Commercial Officer |
| Final Date for Requests for Extension to return date 2 | 14th July 2019 5pm | Tenderers | Commercial Officer |
| The Authority issues Final Clarification Answers | 22nd July 2019 5pm | The Authority | All Tenderers |
| Tender Return | 2nd August 2019 10am | Tenderers | The Tender Board, using DEFFORM 28 |
| Tender Evaluation | 2nd August 2019-9th August 2019 | The Authority | N/A |
| Negotiations 4 | N/A | The Authority | N/A |
| Reverse Auction | N/A | The Authority | N/A |
| Trials / Testing | N/A | The Authority | N/A |

**Notes**

B1. A Bidders Conference is where the Authority presents the requirement to all Tenderers at the same time. A copy of the presentation will be issued to all Tenderers regardless of attendance. It gives you an opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those attending the Bidders Conference to the above named contact, by the date shown, so that access to the site can be arranged.

B2. 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.

B3. 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 Tenderers. 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. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.

B4. Negotiations are not permitted under the Open or Restricted Procedures.

**Section C - Instructions on Preparing Tenders**

**Tenders for Selected Contractor Deliverables**

C1. You do not have to Tender for all the Contractor Deliverables listed in the attached Schedule of Requirements. Insert the words “No Tender” against each Contractor Deliverable where you are not tendering.

**Construction of Tenders**

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Price.

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.

**Variant Bids**

C5. Variant Bids Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. 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. 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.

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

**Section D – Tender Evaluation**

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

Criterion scores

* The defined Evaluation Criteria in the Contract shall be as set out in Annex 1 to Section D
* Each individual criterion will be evaluated against the following scoring mechanism

|  |  |  |
| --- | --- | --- |
| Score |  | EVIDENCE |
| **0** | Not Answered | Nil or inadequate response. Fails to demonstrate an ability to meet the requirement. |
| **2** | Poor | The response addresses some of the elements of the requirement but does not fully detail or explain how the requirement will be fulfilled. |
| **4** | Partially Acceptable | The response addresses half of the elements of the requirement but contains insufficient / limited detail or explanation how the requirement will be fulfilled. |
| **6** | Acceptable | The response addresses the majority of the elements of the requirement but does not fully detail or explain how the requirement will be fulfilled. |
| **8** | Good | The response is sufficiently detailed and demonstrates a good understanding and provides details of how the requirements will be fulfilled. |
| **10** | Excellent | The response is comprehensive, unambiguous and demonstrates a thorough understanding of requirement and provides details of how the requirement will be met in full. |

**Technical/Commercial Evaluation**

Suppliers will bid against individual courses and each bid response will be evaluated against the relevant Lot Evaluation Criteria as detailed in the related Annex, as below.The explanation of scoring below applies to each bid on each lot individually.

* The technical elements are marked against the individual award criteria and totalled.
* Where a Tender is commercially non-compliant the Authority will not allocate a technical score, however during the evaluation as the commercial and technical evaluations are carried out at the same time bids may still receive a technical mark.
* The evaluation will take into account Technical, Commercial and Pricing criteria.
* The Commercial element is a simple PASS / FAIL test with regard to whether the Tender meets the minimum commercial requirements as stated in the related Annex, as below.
* The evaluation is out of 100 (as this represents 100% of the total score) and will be split 70/30 Technical/Pricing.
* The authority will allocate a score of 70 to the best technically compliant Tender and calculate the technical scores of the other Tendererse using a percentage (%) difference method as shown below.
* The authority will allocate a score of 30 to the lowest price and calculate a score for the price on the remaining Tenders using a percentage (%) difference method as shown below.
* Both the Technical and Pricing total weighted scores will be added together to achieve a Tenderers Overal final score. The Tenderer with the total higest weighted score for that Course will be awarded a Contract.

Technical Score = Total Available Marks (70) x (Suppliers Technical Mark /Highest Suppliers Technical Mark)

Pricing

Pricing Score = Total Available Marks (30) x (Lowest Priced Technically and Commercially Compliant Price/Suppliers Price)

**Annex 1 to Schedule D – Technical/Commercial evaluation Evaluation Criteria for Contract No: CCDT/539**

**MANDATORY REQUIREMENTS**

1. Tenders shall be evaluated in 3 stages. The first stage comprises the mandatory elements of the evaluation. Tenderers must achieve a pass for all elements of the mandatory criteria detailed at point 2 below.

2. Tenders which fail on any of the criteria detailed at Stage 1 – Mandatory Requirements will be deemed non-compliant and will not progress to the second stage of the evaluation, Stage 2 – Scored Evaluation – Stage 2 (a) – Scored Technical evaluation – overall weighting 70% and Stage 2 (b) – Scored Price Evaluation – overall weighting 30%

3. OVERALL WEIGHTING 100% - TECHNICAL/PRICE 70%/30% at Stage 2 (a) and (b)

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |

**STAGE 1 – MANDATORY REQUIREMENTS EVALUATION**

| **Requirement**  **(Please quote the criterion number on any supporting documents submitted to clearly identify which criterion is being addressed)** | **Weighting** | **PASS** | **FAIL** |
| --- | --- | --- | --- |
| **1. Acceptance of DEFCON’s and Contract Terms and Conditions.** | PASS/FAIL | Tenderer has completed the Commercial Compliance Matrix at Annex B to DEFFORM 47, confirming full compliance with all DEFCON’s and Contract Terms and Conditions. | Tenderer has failed to confirm full compliance with all DEFCONS and Contract Terms and Conditions. |

**STAGE 2 – SCORED EVALUATION**

* 1. Tenderers which are successful in Stage 1 of the evaluation (i.e. achieve passes on all the pass/fail elements above at stage 1) will be assessed using a series of weighted questions and against a scoring methodology as detailed in the Evaluation Matrix below. Responses to these questions will be assessed by a team of evaluators consisting of ILog Corporate Function Team.

2.2. Tenderers which fail to achieve the minimum score of 6 (Acceptable) on two or more questions will be found non-compliant irrespective of their overall score.

2.3. Incomplete, unsatisfactory or missing responses may result in the Tenderer failing to meet the stated criteria and being deemed non-compliant. Where evidence is lacking or unconvincing, this will be reflected in a lower score and may result in the Tenderer failing to meet the minimum criteria.

2.4. Responses will be given a score in accordance with the criteria specified for each question, which will then be multiplied by the weighting factor to arrive at a weighted score.

**Lot 1 – FURTHER EDUCATION**

**Please see Annex F for evaluation criteria**

**Bidders must also demonstrate:**

The Contractor is invited to:

• State the maximum number of DE&S based students that can be enrolled each year.

• Confirm that undergraduate and postgraduate diplomas and certificates are available award options.

**Lot 2 – Professional Courses**

BID RESPONSE (Please duplicate this box for every course response)

**Please see annex G for evaluation criteria**

**Lot 3 – Specialist Logistics Courses**

BID RESPONSE (Please duplicate this box for every course response)

**Please see annex H for evaluation criteria**

BID RESPONSE (Please duplicate this box for every course response)

**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 1 unpriced and 1 priced copies of your Tender. 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.

**Section F – Conditions of Tendering**

F1. The issue of ITT Documentation or ITT Material 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 any offer and subsequent acceptance of contract, 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 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 end of the validity 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 are instigated, challenging the award of the contract, 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 to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

**Bid Rigging and Other Illegal Practices**

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

**Conflicts of Interest**

F7. 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 the 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 SC1B Schedule 4 or SC2 Schedule 5) 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. You should be aware of the contractual remedies set out in the Contract Conditions. Damages for breach of contract are not limited under the contract. However, you should also note that in exercising it rights and remedies under the contract the Authority must act in a reasonable and proportionate manner having due regard to the nature and consequences of the breach of contract.

**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. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority’s evaluation of your tender, as detailed in Section D.

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

### Specific Conditions of Tendering

F20. Bidders can bid on any courses across all of the Lots, each bid will be evaluated against that Lots Evaluation Criteria. Each course will have one preferred supplier.

**DEFFORM 47 Annex A**

## Edn 07/18

**Ministry of Defence**

**Tender Ref No…………………………….**

# 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 |
|  |  | |  |  | |  |
|  |  | |  |  | |  |
|  |  | |  |  | |  |
|  |  | |  |  | |  |
|  |  | |  |  | |  |
| **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 IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by the Authority funding? | | | | Yes\* / No | | |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM528 | | | | Yes\* / No | | |
| Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions? | | | | Yes\* / No | | |
| Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended? | | | | 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 Enterprise (SME)? | | | | Yes / No | | |
| Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs? | | | | Yes / No | | |
| Have you completed and attached Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A)? | | | | 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 | | |
| Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012? | | | | Yes\* / No / N/A | | |
| 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? | | | | Yes\* / No | | |
| Have you attached The Bank/Parent Company Guarantee? | | | | Yes\* / No | | |
| Have you complied with the requirements of the Military Aviation Authority Regulatory Articles? | | | | Yes\* / No | | |
| Have you completed the additional Mandatory Requirements? | | | | Yes\* / No / Not Required | | |
| 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 | | |
| \*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:**  (Tenderer’s Name) | | **Postal Address:**  **Telephone No:**  **Registered Company Number:**  **Dunn And Bradstreet Number:** | | | | |

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

**Edn 07/18**

## 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.

**IPR Restrictions**

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

4. If you have answered ‘Yes’ in Annex A (Offer) as directed by paragraph 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority’s ability to use or disclose the Contractor Deliverable, including export restrictions. In particular, you must identify:

a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;

b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;

c. the nature of any allegation referred to under sub-paragraph 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. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

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

8. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender: a. Whether all or part of any Contractor Deliverables are or will be subject to:

(1) a non-UK export licence, authorisation or exemption; or

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

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528

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

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

12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to 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

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

14. 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.

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

### Sub-contracts Form 1686

16. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract 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.

### Small and Medium Enterprises

17. 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.

18. A key aspect of the Government’s SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly.  All suppliers to the Authority and their subcontractors are encouraged to make their own commitment and register with the Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>.

19. 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>.

20. 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

21. 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 DEFCON539.

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

23. You should complete the attached Tenderer’s Commercially Sensitive Information Form DEFCON539 (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.

24. You should note that, while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

### Electronic Purchasing

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

### Change of Circumstances

26. 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

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

### Military Aviation Authority (MAA) Requirements

28. There are no Military Aviation Authority Requirements.

### Bank or Parent Company Guarantee

29. A Parent Company or Bank Guarantee may be required. In the event that your tender is identified as the most favourable / compliant tender, but that MOD assesses that a Parent Company or Bank Guarantee is required, then one will be requested (in the form of DEFFORM 24 / 24A as appropriate). No contract will be able to be awarded until a suitable Parent Company or Bank Guarantee, as appropriate, is in place.

### Cyber Essentials Accreditation

1. For all new requirements advertised from 1st January 2016 which entail the transfer of MOD identifiable information[[1]](#footnote-1) 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. Cyber Risk level – VERY LOW.
2. Please notify the Authority as soon as you become aware of any issues with Supply Chain ability to comply with Cyber Essentials.
3. All potential suppliers who are invited to tender must complete the Supplier Assurance Questionnaire (SAQ) via the Supplier Cyber Protection Service (<https://supplier-cyber-protection.service.gov.uk/>) (Octavian) to demonstrate their compliance with the required cyber risk level. You must register on this site to respond, if you are already registered you will not need to register again, simply use your existing username and password. Please note there is a password reminder link on the homepage and use the following Risk Assessment Reference (RAR) Code to complete the SAQ - **RAR-F98EEZJH**

**DEFFORM 47 Annex B – Commercial Compliance Matrix**

The Commercial Compliance Matrix should be completed in full and submitted as part of your Tender response.

**Stage 1 – Mandatory Requirements**

**Project specific DEFCONS and DEFCON SC variants that apply to this Contract**

| **DEFCON** | **Edition** | **Title** | **Acceptance (Yes / No)** | **Reason for Non-Acceptance (if applicable)** |
| --- | --- | --- | --- | --- |
| DEFCON 76 | Edn 11/17 | Contractor’s Personnel At Government Establishments |  |  |
| DEFCON 532B | Edn 11/17 | Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority) |  |  |
| DEFCON 611 (SC2) | Edn 02/16 | Subcontracting and Prompt Payment |  |  |
| DEFCON 630 | Edn 11/17 | Framework Agreements |  |  |
| DEFCON 643 (SC2) | Edn 11/17 | Price Fixing (non-competitive extensions only) |  |  |
| DEFCON 649 (SC2) | Edn 11/17 | Vesting |  |  |
| DEFCON 694 (SC2) | Edn 11/17 | Accounting for Property of the Authority |  |  |

**General Conditions of Contract**

| **Condition(s)** | **Title** | **Acceptance (Yes / No)** | **Reason for Non-Acceptance (if applicable)** |
| --- | --- | --- | --- |
| 1 | General |  |  |
| 2 | Duration of Contract |  |  |
| 3 | Entire Agreement |  |  |
| 4 | Governing Law |  |  |
| 5 | Precedence |  |  |
| 6 | Amendments to Contract |  |  |
| 7 | Variations to Specification |  |  |
| 8 | Authority Representatives |  |  |
| 9 | Severability |  |  |
| 10 | Waiver |  |  |
| 11 | Assignment of Contract |  |  |
| 12 | Third Party Rights |  |  |
| 13 | Transparency |  |  |
| 14 | Disclosure of Information |  |  |
| 15 | Publicity and Communications with the Media |  |  |
| 16 | Change of Control of Contractor |  |  |
| 17 | Environmental Requirements |  |  |
| 18 | Contractor’s Records |  |  |
| 19 | Notices |  |  |
| 20 | Progress Monitoring, Meetings and Reports |  |  |
| **Supply of Contractor Deliverables** | |  |  |
| 21 | Supply of Contractor Deliverables and Quality Assurance |  |  |
| 22 | Marking of Contractor Deliverables |  |  |
| 23 | Packaging and Labelling (excluding Contractor Deliverables containing Munitions) |  |  |
| 24 | Supply of Hazardous Materials or Substances in Contractor Deliverables |  |  |
| 25 | Timber and Wood-Derived Products |  |  |
| 26 | Certificate of Conformity |  |  |
| 27 | Access to Contractor’s Premises |  |  |
| 28 | Delivery / Collection |  |  |
| 29 | Acceptance |  |  |
| 30 | Rejection |  |  |
| 31 | Diversion Orders |  |  |
| 32 | Self-to-Self Delivery |  |  |
| **Licences and Intellectual Property** | |  |  |
| 33 | Import and Export Licences |  |  |
| 34 | Third Party Intellectual Property – Rights and Restrictions |  |  |
| **Pricing and Payment** | |  |  |
| 35 | Contract Price |  |  |
| 36 | Payment and Recovery of Sums Due |  |  |
| 37 | Value Added Tax |  |  |
| 38 | Debt Factoring |  |  |
| 39 | Subcontracting and Prompt Payment |  |  |
| **Termination** | |  |  |
| 40 | Dispute Resolution |  |  |
| 41 | Termination for Insolvency or Corrupt Gifts |  |  |
| 42 | Termination for Convenience |  |  |
| 43 | Material Breach |  |  |
| 44 | Consequences of Termination |  |  |

**Special Conditions of Contract (including any Annexes referenced in the Special Conditions)**

| **Condition(s)** | **Title** | **Acceptance (Yes / No)** | **Reason for Non-Acceptance (if applicable)** |
| --- | --- | --- | --- |
| 46.1 | Copyright |  |  |
| 46.3 | Contract Options |  |  |
| 46.4 | Public Relations |  |  |
| 46.5 | Exit Strategy |  |  |
| 46.6 | Cyber Risk Level |  |  |
| 47.1 | Multi-Supplier Framework |  |  |
| 47.2 | Type of Service |  |  |
| 47.3 | Liability for Costs associated with student Resigning from the Course |  |  |
| 47.4 | Tasking Orders |  |  |
| 47.5 | Firm Pricing in Schedule 2 |  |  |
| 47.6 | Contract Monitoring |  |  |
| 47.7 | Contractor’s Project Manager |  |  |
|  | SLA AGREEMENT |  |  |

**NOT USED**

**DEFFORM 47 ANNEX E - HAZARDOUS ARTICLES, DELIVERABLES, MATERIALS OR SUBSTANCES STATEMENT BY THE CONTRACTOR**

Contract Number: DFAP/0014

Contract Title:       Provision of Transport Services for the Movement of Fuels Within the United Kingdom Excluding Northern Ireland

Contractor:

Date of Contract:

\* To the best of our knowledge there are no hazardous Articles, Deliverables, materials or substances to be supplied.

\* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:     ) attached in accordance with either:

DEFCON 68 ; or

Clause 17 of Standardised Contract 1 Conditions ;

Contractor’s Signature:

Name:

Job Title:

Date:

\* check box (☒) as appropriate

**To be completed by the Authority**

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Defence Safety Authority (DSA)

Movement Transport Safety Regulator (MTSR)

Hazel Building Level 1, #H019

MOD Abbey Wood (North)

Bristol, BS34 8QW

**DEFFORM 47 Annex F**

**DEFFORM 539A**

**(Edn 08/13)**

**TENDERER’S COMMERCIALLY SENSITIVE INFORMATION FORM**

|  |
| --- |
| Framework Agreement Ref No: CCDT/539 |
| Description of Tenderer’s Commercially Sensitive Information: |
| Cross Reference(s) to location of sensitive information in Tender / Framework Agreement: |
| 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: |

Additional information – DEFFORM 28

Tender Return label

Affix

Stamp

Here

THE TENDER BOARD

Commercial Project Enabling Team

Defence Equipment and Support

The Central Gatehouse/VCP

MOD Abbey Wood South

Bristol BS34 8JH

**Tender No: CCDT/539**

**Due before 10:00am**

**on 23rdJuly 2019**

DEFFORM 28ABW

Edn 6/09

Not to be used for General Correspondence with the Ministry

1. In this context ‘information’ shall have the meaning as defined in the contract. [↑](#footnote-ref-1)