**DEFFORM 47**

**Edn 11/17**

**Invitation to Tender for**

FLEET/00708 - Purchase of a Global Positioning System (GPS) tracker capability for CTCRM with 5 years subscriptions and maintenance

**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:

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**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, 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” Attached below 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 to this DEFFORM 47. 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 will be advertised by the Authority in the DCO/Contract Finder with reference to the requirement for Purchase of a Global Positioning System (GPS) Tracker Capability with 5 years Subscriptions and Maintenance following the Open Procedure under the Public Contract 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 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 may request costs associated with preparing and submitting your Tender, specifically related to IPR costs. The decision to award costs is at the discretion of the Authority and our decisions is final.

**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. Standardised Contracting (SC1B) Conditions are attached. Only the conditions 19,20 and 21 are negotiable.

**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**

A21.The Tenderers’ attention is drawn to the following other information:

## A Cyber Risk Assessment has been raised for this requirement under Assessment number RAR-JQW22253. The associated Cyber Risk Profile is ‘very low’’.

All potential suppliers who submit a Tender must also complete a Supplier Assurance Questionnaire against this Cyber Risk Assessment. A Supplier Assurance Questionnaire can be completed online at <https://supplier-cyber-protection.service.gov.uk>.

Suppliers can register to view the Assessment and submit their Questionnaire at <https://supplier-cyber-protection.service.gov.uk/organisation/register>

Further guidance on the Cyber Risk process can be found at <https://www.gov.uk/government/collections/defence-cyber-protection-partnership> and in the Cyber Security Model Industry Buyer and Supplier Guide at <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/669646/20171201_Cyber_Industry_Buyer_and_Supplier_Guide_FINAL_Dec_2017.pdf>

**Section B – Key Tendering Activities**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time**  (exact dates to be confirmed on issue of final ITT documents) | **Initiated By** | **Submit to:** |
| Final date for Clarification Questions  / Requests for additional information | 13 April 2018 | Tenderers | Commercial Officer |
| Final Date for Requests for Extension to return date1 | 12 April 2018 | Tenderers | Commercial Officer |
| The Authority issues Final Clarification Answers2 | 17 April 2018 | The Authority | All Tenderers 3 |
| Tender Return | 1 May 2018 | Tenderers | The Tender Board |
| Tender Demonstration | 15 May 2018 | Tenderers | The Authority |
| Tender Evaluation | 2 to 21 May 2018 | The Authority | N/A |
| Contract Award Decision (Standstill) | 22 May 2018 | The Authority | Tenderers |
| Contract Commencement | 1 June 2018 | The Authority | Winning Tenderer |
| Delivery of Trackers | by 29 June 2018 | Winning Tenderer | The Authority |

**Notes**

1. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.

2. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other 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.

3. 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 PriceMost economically advantageous having regard to price, delivery, etc .

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. 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. You may submit a variant bid, as defined at paragraph C5. The Authority will give full and careful consideration to any permitted variant bids received. Any variant bid should, as far as possible, meet the attached Conditions of Tendering and Contract Conditions. Where you submit a variant bid, you are required to submit two Tenders, one against the Statement of Requirement and one variant bid. The standard Tender must meet the ‘minimum’ tender evaluation criteria as set out in Section D (Tender Evaluation), and must be submitted in accordance with the Conditions of Tendering. Variant bids will be evaluated in accordance with the tender evaluation criteria as set out in Section D (Tender Evaluation) and must be submitted in accordance with the Conditions of Tendering.

**Section D – Tender Evaluation**

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

The Tender Evaluation will be on the basis of:

Most Economically Advantageous Tender (MEAT) with a split of 70%/30% between Technical/Financial.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Mandatory Criteria:** | | |  |  |
| Completed DEFFORM 47 Annex A (Offer) | | |  |  |
| Acceptance of all Terms & Conditions | | |  |  |
| Minimum Technical Requirements met | | |  |  |
| Total price is within budget | | |  |  |
| Failure to meet the Mandatory Criteria will result in your tender being non-compliant. | | | | |
|  | | | | |
| **Criterion Scores\*:** | | | | |
| Each individual criterion will be evaluated against the following scoring mechanism. | | | | |
| 0 | Not Answered | Nil or inadequate response. Fails to demonstrate an ability to meet the requirement. | | |
| 1 | Poor | The response addresses some of the elements of the requirement but does not fully detail or explain how the requirement will be fulfilled. | | |
| 2 | 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. | | |
| 3 | 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. | | |
| 4 | Good | The response is sufficiently detailed and demonstrates a good understanding and provides details of how the requirements will be fulfilled. | | |
| 5 | 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. | | |
|  | | | | |
| \*Where the Tender Evaluation is made on the basis of MEAT the Evaluation Criteria below shall be scored using the Criterion Scores in the above table.  Where an alternative Marking Scheme is attached, it takes precedence over the above.    The overall evaluation score will be scored a mark out of 100 (as this represents 100% of the total score that is available). The split is 70%/30% technical/financial.  Provided all mandatory criteria are met, a score of 70 will be allocated to the best technically compliant tender and the technical scores of the other tenders will be calculated using a percentage (%) difference method. This will be considered as the Technical score.  Provided all mandatory criteria are met, a score of 30 will be allocated to the lowest priced compliant tender and a score will be calculated for the price on the others tenders using a percentage (%) difference method. This will be considered as the Financial score.  The tender must also meet all commercial compliance criteria.    **Commercial Compliance**  The Commercial evaluation will consider if everything requested in the ITT cover letter has been provided, in order to be considered commercially compliant, including;   * The total price quoted is within the approved budget. * DEFFORM 47 Annex A submitted with an original signature. * All other requested DEFFORMs/Statement of Good standing submitted. * Terms & conditions/delivery date accepted. * Schedule of Requirements indicating yearly pricing submitted. * Supplier Assurance Questionnaire has been completed against Cyber Risk Assessment.   **Technical Evaluation Criteria:**   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Number** | **Questions** | **Score (0-5)** | **Weight** | **Highest Possible Score** | **Total Marks** | | 1 | To what extent does the tender satisfy the criteria in the Statement of Requirement |  | 5 | 25 |  | | 2 | To what extent does the tender provide confidence that the system provides coverage in the UK and abroad (including areas with limited/no mobile coverage) |  | 5 | 25 |  | | 3 | To what extent does the tender indicate that the systems (tracker and base station) are robust enough to withstand use in the field |  | 5 | 25 |  | | 4 | To what extent does the tender provide mapping solutions in the UK and abroad |  | 5 | 25 |  | | 5 | To what extent does the tender indicate that complete systems would be easy to use |  | 4 | 20 |  | | 6 | To what extent does the tender indicate that the usage would not be constrained by limited ‘air-time’ |  | 4 | 20 |  | | 7 | To what extent does the tender indicate that support would be provided if required |  | 4 | 20 |  | |  | *The tender is considered to be a combination of any written proposal and physical demonstration* |  |  | /160 |  | | | | | |

Any score below a 3 (Acceptable) will result in the tender being considered Technically non-compliant.

**Overall Scoring Example:**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Technical Question** | **Weight** | **Tender 1 Score** | **Tender 1 Marks** | **Tender 2 Score** | **Tender 2 Marks** | **Tender 3 Score** | **Tender 3 Marks** | **Tender 4 Score** | **Tender 4 Marks** |
| 1 | 5 | 5 | 25 | 5 | 25 | 3 | 15 | 4 | 20 |
| 2 | 5 | 4 | 20 | 5 | 25 | 5 | 25 | 3 | 15 |
| 3 | 5 | 5 | 25 | 5 | 25 | 4 | 20 | 4 | 20 |
| 4 | 5 | 5 | 25 | 5 | 25 | 4 | 16 | 5 | 25 |
| 5 | 4 | 5 | 20 | 5 | 20 | 3 | 12 | 4 | 16 |
| 6 | 4 | 4 | 16 | 2 | 8 | 4 | 16 | 5 | 20 |
| 7 | 4 | 5 | 20 | 2 | 8 | 5 | 20 | 4 | 20 |
| Total |  |  | 151 |  | 136 |  | 124 |  | 136 |
| Technical % |  |  | 70 |  | Fail |  | 57.04 |  | 62.56 |
|  |  |  |  |  |  |  |  |  |  |
| Total Price |  |  | 190,000 |  | 170,000 |  | 220,000 |  | 140,000 |
| Financial % |  |  | 22.20 |  | 24.60 |  | Fail |  | 30 |
|  |  |  |  |  |  |  |  |  |  |
| Total % |  |  | 92.20 |  | Fail |  | Fail |  | 92.56 |
|  |  |  |  |  |  |  |  |  |  |
| Commercial |  |  | Pass |  | Pass |  | Fail |  | Pass |

|  |
| --- |
|  |
|  |
| |  | | --- | | Tender 2 rejected as non-compliant as it did not meet the mandated minimum Technical score on each question. | | Tender 3 rejected as non-compliant as it did not meet the mandatory Commercial criteria as Terms and Conditions were not accepted and price was more that available budget. | | Tender 4 is the Winning Tender, as it had the highest combined Technical/Financial score and met all mandatory commercial, financial and technical requirements. | |

**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 paper/CD copies unpriced and paper/CD copies priced copies of your Tender and copies of supporting documents. 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 DEFFORM 47 Annex A (Offer) with your Tender. Where you select ‘Yes’ to any questions you must attach the relevant information.

E4. You must include the original signed DEFFORM 47 Annex A (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 (DEFFORM 28) 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. Where samples are required for evaluation purposes you must be prepared to submit them without charge. You should clearly label samples with the following particulars:

a. your name and address;

b. the Tender Reference Number and due date for return of the Tender; and

c. the Description and Item Number as shown in the Schedule of Requirements; You should send any samples to the named Commercial Officer after the Tender return date.

E10. You should send any samples to the named Commercial Officer after the Tender return date.

E11. The Authority may retain all samples for twelve (12) months from the Tender return date. After this period, the Authority will destroy the samples unless you specifically state you require their return. The Authority may keep samples associated with a successful Tender indefinitely.

E12. Samples that are consumed will not be returned.

**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 an 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 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 challenging the award of the contract are instigated, 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 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 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 whilst 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.

**Reportable Requirements**

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

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

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

**Specific Conditions of Tendering**

F20. The Tenderers’ attention is drawn to the following:

**Tender Ref No. FLEET/00708**

**Ministry of Defence**

**DEFFORM 47 Annex A Edn 11/17**

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 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 / 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](http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer)  [744/2010](http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer)) of the European Parliament and of the Council? | | Yes\* / No |
| Have you attached The Bank/Parent Company Guarantee? | | Yes\* / No / Not Required |
| Have you complied with the requirements of the Military Aviation Authority  Regulatory Articles? | | Yes / No / Not Required |
| 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:**  (Tenderer’s Name) | **Postal Address:**  **Telephone No:**  **Registered Company Number:**  **Dunn And Bradstreet Number:** | |

**Appendix 1 to DEFFORM 47 Annex A (Offer) Edn 11/17**

**Part Tender**

**Information on Mandatory Declarations**

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 para 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or likely be, the subject to any IPR restrictions or any other restriction on the Authority’s ability to use or disclosure 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 Defence 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 Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.

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

**Sub-contracts Form 1686**

16. [Form 1686](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc) (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).

**Small and Medium Enterprises**

17. The Authority is committed to supporting the Government’s small and medium-sized enterprise (SME) initiative; its ambitious target is that £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of Authority spending should be spent with SMEs by 2020; this applies to the money which the Authority spends directly with SMEs, and through the supply chain. The Authority uses the European Commission definition of SME.

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

19. Suppliers are also encouraged to work with the Authority to support the Authority’s SME initiative. Information on the Authority’s purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement).

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 ([Government Transparency and Accountability](https://www.gov.uk/government/policies/government-transparency-and-accountability)) and the information contained within DEFCON539SC1B Conditions of Contract Clause 5.

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 DEFFORM 539AYou 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. If you are unsure about the potential liability under the contract, you should seek advice from the named Commercial Officer. , explaining which parts of your Tender you consider to be 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](https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system) (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. If you have not previously submitted a State Relating to Good Standing or circumstances have changed, please 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 Bank or Parent Company Guarantee is not required.

**The Armed Forces Covenant**

30. 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.

31. 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.

32. [The Armed Forces Covenant](https://www.gov.uk/government/policies/armed-forces-covenant) provides guidance on the various ways you can demonstrate your support through the Corporate Covenant.

33. 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

34. Paragraphs 30 - 33 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.