

**Invitation to Negotiate for**  
*Light Equipment Transporter - Wheeled Tanker Tractor 68*  
*Tonne Upgrade - OSVP/0055*

## Contents

This invitation consists of the following documentation:

- DEFFORM 47ST – Invitation to Negotiate. The DEFFORM 47ST is the document that sets out the key requirements that you need to meet in submitting a valid Tender in advance of any negotiations. It also sets out the conditions relating to this procurement. For ease it is broken into:
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## 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 (hereafter referred to 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 have 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 or negotiation.
- A4. "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.
- A5. "Single Source" means a situation where the Authority has invited a response from one Tenderer.
- A6. A "Tender" is the offer that you are making to the Authority.
- A7. "Contractor Deliverables" means the goods and / or the services, including packaging (and Certificates(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements, if specified) and any associated technical data which the contractor is required to provide under any resultant contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
- A8. The "Statement of Requirement" Annex A to the Contract details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached to this DEFFORM 47ST. This may include the Systems Requirements Document (SRD).
- A9. "Conditions of Tendering" means the conditions set out in the DEFFORM 47ST that govern the procurement.
- A10. "Contract Conditions" means the attached conditions that will govern any resultant contract.
- A11. A "Third Party" is anyone who is not an employee of the Authority or Tenderer as defined at paragraph A2.
- A12. "Voluntary Ex Ante Transparency Notice" means a mandatory notice used to announce a procurement decision that the Authority intends to place a non-competitive contract under OJEU procedures. This also appears in the DCO as a "Voluntary Transparency Notice". This allows industry to challenge the decision not to compete.

### Purpose

- A13. 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 invitation;
  - c. information you must include in your Tender and the required format;
  - d. administrative arrangements for the receipt and review of your Tender; and
  - e. Contract Conditions that shall apply in the event that the Authority awards a contract following this invitation.
- A14. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.
- A15.

## ITT Documentation and ITT Material

A16. 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 whilst 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 A16.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 ITT Material (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 immediately if you decide not to submit a Tender;
- g. immediately destroy all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to participate in responding to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- 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'.

A17. 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 A16 above.

## Material Change of Control

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 our decision to award a contract to you.

## Contract Conditions

A19. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Acquisition Operating Framework (<https://www.gov.uk/acquisition-operating-framework>).

## Section B – Key Tendering Activities

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

Stage	Date and Time	Initiated By	Submit to:
Final date for Clarification Questions / Requests for additional information	14/03/2018	Tenderer	[REDACTED] (DES LE VS-Comrcl-Offr8)
Final Date for Requests for Extension to return date	09/04/2018	Tenderer	[REDACTED] (DES LE VS-Comrcl-Offr8)
The Authority issues Final Answers and Clarifications	30/03/2018	The Authority	Tenderer
Tender Return	30/04/2018	Tenderer	[REDACTED] (DES LE VS-Comrcl-Offr8)5
Value for Money (VFM) Assessment in accordance with NAPNOC – see Section D of this DEFFORM 47ST	12/2018	The Authority	N/A
The following are indicative timescales for planning purposes only			
Revise or Confirm Offer	08/2018	The Authority	N/A
Start of Negotiation	06/2018	The Authority	N/A
Best And Final Offer	N/A	The Authority	N/A
Trials / Testing	N/A	The Authority	N/A

**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:

N/A

[Redacted]

[Redacted]

## Section C - Instructions on Preparing Tenders

### Tenders for Selected Contractor Deliverables

C1. You must respond to the requirement for all the Contractor Deliverables listed in the attached Schedule of Requirements.

### 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 enable the Authority to complete its Value For Money (VFM) assessment, your price must be broken down. If the resultant contract will be a Qualifying Defence Contract (QDC) under the Defence Reform Act (DRA) and Single Source Contract Regulations (SSCR) you must price your bid accordingly. Please set out your Tender response in accordance with Section D.

### Validity

C4. Your Tender must be valid / open for acceptance for 365 calendar days from the Tender return date.

### Variant Bids

C5. The decision to invite a Single Source response is based on the scope of the requirement. Where you submit a variant bid that is outside the scope of the requirement the Authority may be obliged to compete the requirement.

### Qualifying Defence Contracts

#### Defence Reform Act 2014 – Part 2, Single Source Contracts

C6. This ITT may result in a Qualifying Defence Contract (QDC) under the provisions of the Defence Reform Act 2014 (DRA). You should therefore understand the implications in the event that it does result in a QDC.

C7. The DRA enables secondary legislation, called Single Source Contract Regulations 2014 (SSCR), which applies:

- a. to new contracts with a value of £5M (ex VAT) or above;
- b. to amended contracts where the amended contract has a value of £5M (ex VAT) or above, and both parties agree that the amended contract should be a QDC.

C8. The DRA and SSCR set out the criteria for determining when a single source contract is a Qualifying Defence Contract (QDC). Any new single source contract which meets the criteria will be a QDC, unless exempt by the Secretary of State for Defence. Exemptions will only be granted in exceptional circumstances.

C9. The DRA and SSCR cover such matters as the pricing of QDCs, the information, openness and transparency that the parties must provide to each other, and the rights and obligations of both parties to a QDC once on contract.

C10. The DRA requires a primary contractor to be satisfied that the costs proposed for inclusion in the price of a QDC are Allowable Costs, in that they are appropriate, attributable to the contract and reasonable in the circumstances. The MOD is obliged to ensure that you meet the criteria and at any time you may be required to show that this is the case in relation to any particular cost. The Single Source Regulations Office (SSRO) has issued Statutory Guidance on Allowable Costs (SGAC) which can be found on their website and which the parties to a QDC will be expected to adhere to, other than in exceptional circumstances. Either party to a QDC may subsequently make a referral to the SSRO for an adjustment of the contract price, if that party believes the price agreed was not in accordance with the requirements of the DRA / SSCR.

C11. The DRA requires that the contract Profit Rate agreed between the parties for QDCs must be agreed in accordance with the provisions of the DRA and SSCR.

C12. The DRA also sets out the criteria for determining when a contract is a Qualifying Sub-Contract (QSC) to which the DRA and SSCR will apply. Any single source sub-contract in excess of £25M, placed in support of a QDC or another QSC and which meets the criteria in the DRA and SSCR, is potentially a QSC. Responsibility for assessing whether a sub-contract is a QSC lies with the party placing the sub-contract. The Tenderer therefore has an obligation to determine whether any planned sub-contract is a QSC. The Tenderer must keep a record of any determinations and notify both the Secretary of State for Defence and the sub-contractor in writing when a sub-contract is determined to be a QSC.

The MOD Commercial Toolkit (<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>) provides further information about the new single source legal framework.

	when decisions will be made etc.
<b>Exclusions</b>	State any matters that are excluded which, if they subsequently occur, you would expect the MOD to share cost liability.

## Section D – Details of Price Breakdown and Mandatory Criteria

1. When placing any contract the Authority is required to satisfy itself that the agreed price represents Value for Money (VFM). In single source contracting you must provide to the Authority sufficient information in support of your price proposal and during subsequent price negotiation, to enable the Authority to fulfil its obligation to assure VFM. The Authority approaches all contract pricing on the basis of the NAPNOC principle (No Acceptable Price, No Contract). We will not enter into any contract that is unacceptably priced. Details can be found on [MOD Commercial Toolkit](#)

2. Price breakdown requirements for a Qualifying Defence Contract - The contract is expected to be a QDC. It is your responsibility to decide the level of information you need to provide to the Authority in support of your price proposal and subsequent price negotiation, in order to satisfy the statutory obligations placed upon you by the DRA and the SSCR, and in compliance with the Statutory Guidance on Allowable Costs published by the Single Source Regulations Office (SSRO). Although you will need to understand all the requirements of the DRA/SSCR your particular attention is drawn to the DRA Section 20 (Allowable Costs) and the SSCR Clause 23 (Contract Pricing Statement - CPS). Although not a legal requirement at the tendering stage, please note the Authority's preference that you submit a draft CPS with your price proposal, using the CPS template provided on the SSRO website.

**For a non-qualifying contract, as a minimum your Offer should detail the following:**

<b>Hours / Days</b>	The number of hours / days it takes to complete the requirement.
<b>Hourly / Day Rates</b>	The rate used. Where available these should be agreed CAAS (Cost Assurance and Analysis Services) rates and Grades.
<b>Materials</b>	The cost of any raw materials. Please provide a copy of any quotes or invoices with your Tender.
<b>Significant Sub-contractor Costs, e.g. &gt;£50k</b>	The cost of bought in facilities, services and / or parts. Please provide a copy of the sub-contractor quotation / invoice with your Tender. You are encouraged to run a competition at sub-contractor level and advertise opportunities in the MOD Defence Contracts Bulletin, where appropriate.
<b>Other costs</b>	List any rates used to recover overhead costs not otherwise recovered through the activity-based hourly and daily rates stated above. These rates are usually recovered by the application of a percentage uplift to a base cost (e.g. Material Handling is often recovered as a percentage uplift applied to material costs). Where you have an agreed QMAC (Questionnaire on the Method and Allocation of Costs) you must quote the reference. Where you do not have an agreed QMAC please include a list of what is included in the overhead rate(s). Provide a sub-total that the overhead will apply to.
<b>Profit Rate</b>	State the Profit Rate you are proposing to apply to the contract costs.
<b>Risk / Opportunities</b>	State whether you have included any contingency for risks and the details on how this has been calculated. State any opportunities that you foresee, for example exchange rate movement.
<b>T&amp;S</b>	When including Travel and Subsistence you must include details of the assumptions you have made about travel and the rates used. Claims for T&S should be in line with the Civil Service Code which states civil servants must ensure "public money and other resources are used efficiently" for example travel should be the most economic option available.
<b>Assumptions</b>	State any assumptions made about your proposal, such as the process,

**Mandatory Criteria, applicable to QDCs and non-qualifying contracts**

Full completion of the table in DEFFORM 47ST Annex A (Offer) (See Section F, paragraph 19)	Pass / Fail
Minimum Technical Requirements met	Pass / Fail
Compliance with Terms & Conditions and QDC report requirements	Pass / Fail

Failure to meet the Mandatory Criteria will result in the Authority being unable to award a contract.

**Note** that for a non-qualifying contract (i.e. a contract that is **not** a QDC subject to DRA/SSCR) it is the Authority's policy that a DEFFORM 815 - Contract Pricing Statement should be completed by you on or around contract signature. It is the Authority's preference that you submit a draft DEFFORM 815 with your price proposal. Instructions on completion of the DEFFORM 815 are available on the commercial toolkit.

## Section E – Instructions on Submitting your Tender

### Submission of your Tender

- E1. You must send your Tender to the Commercial Officer stated in the covering letter to this DEFFORM 47ST.
- E2. 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 47ST 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 47ST Annex A (Offer) with one paper copy of your 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. 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.

### Samples

- E7. Samples are not required.

## 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 ITT or at a later stage. Any expenditure, work or effort undertaken by you prior to an offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. In addition to its legal rights in relation to qualifying contracts, under the Defence Reform Act 2014 the Authority reserves the right to:

- a. seek clarification or additional documents in respect of your submission;
- b. visit your site;
- c. not enter into a contract if you are found guilty of serious misrepresentation in relation to your Tender or the Tender process;
- d. re-assess your suitability. For example, where there is a material change of control from supplier selection;
- e. reject / negotiate your Tender or part of your Tender;
- f. withdraw this ITT at any time, or invite other Tenders on the same or any alternative basis;
- g. choose not to award any contract as a result of the current procurement process;
- h. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, either accepting your offer via DEFFORM 159 or by issuing an offer via DEFFORM 8 and you accept via a DEFFORM 10. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C4.

### Conforming to the Law

F3. You must comply with the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

F4. Your attention is drawn to legislation relating to 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

### Fraud and Other Illegal Practices

F5. You must report any, 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

F6. You must notify the Authority immediately of any new Conflicts of Interest (COI) that have arisen or that arise at any point prior to the contract award decision.

F7. 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**

F8. Where the Authority provides Government Furnished Assets (GFA) in support of this procurement, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If the Authority decides not to proceed with this procurement, you must seek disposal instructions for that GFA from the named Commercial Officer.

### **Publicity Announcement**

F9. 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 in the supply chain. You should complete and return DEFFORM 539A as explained in the DEFFORM 47ST Annex A and associated Appendix 1.

F10. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.

F11. 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**

F12. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice and answering Freedom of Information requests.

F13. For these purposes, the Authority may share within Government any of your documentation / information (including any that you consider to be confidential and / or commercially sensitive such as specific bid information) submitted by you to the Authority during this procurement. The information will not be disclosed outside Government. You 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 tendering process. This allows the MOD to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F14. The Authority reserves the right to disclose on a confidential basis any information it receives from you during the procurement process (including information identified by you 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 your Tender. In providing such information you consent to such disclosure.

### **Remedies for Actionable Contraventions Under the Defence Reform Act 2014**

F15. If you have a Qualifying Defence Contract under the DRA 2014 you should be aware that if you fail to comply with certain aspects of the legislation then the Authority may issue a Compliance Notice to you. If you continue to fail to comply, the Authority may serve you with a Civil Penalty, as provided in the Single Source Contract Regulations 2015. If you believe either a Compliance Notice or a Civil Penalty is unjustified, you may appeal the matter to the independent Single Source Regulations Office.

### **Reportable Requirements**

F16. Listed in the DEFFORM 47ST 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.

F17. 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.

F18. 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**

F19. The Tenderers' attention is drawn to the following:

#### **QDC Price Breakdown**

1. Further to Section D (Details of Price Breakdown and Mandatory Criteria) the following shall apply.

2. The purpose of this is to detail the information and evidence that the Authority will require to enable the assessment of the Prime Contract and Sub-contract proposals submitted in response to the Authority's ITN. The aim of the Authority's assessment will be to determine whether the costs identified in the cost breakdown described in paragraphs 11 to 15 below represent Allowable Costs as defined in the Single Source Cost Standards – Statutory Guidance on Allowable Costs (SGAC). In the event that the information supplied with your tender is insufficient to enable an Allowable Cost assessment to be completed, the Authority reserves the right to request further supporting information.

3. The information detailed in this document must be submitted as part of your response to the ITN.

Qualifying Defence Contracts:

4. Where the ITT/ITN indicates that the contract is expected to be a Qualifying Defence Contract (QDC), you must satisfy the statutory obligations placed upon you by the Defence Reform Act (DRA) and the Single Source Contract Regulations (SSCR). Although you will need to understand all the requirements of the DRA/SSCR your particular attention is drawn to the DRA Section 20 (Allowable Costs) and the obligations relating to the supply of information to support your price proposal and subsequent price negotiation. Your attention is also drawn to Regulation 23 of the SSCR (Contract Pricing Statement - CPS).

Contractor Databook:

5. The Tenderer shall populate and return a Contractor Databook with your proposal. Where applicable, the Contractor Databook should be used to capture the information requested in this

Section D. Where the prospective contract spans multiple financial years, DB2.1 (Allowable Costs Breakdown) of the Contractor Databook should be expanded to include discrete breakdowns for each financial year. The financial years should align with your accounting period. The Databook contains further instructions for its completion.

Work Breakdown Structure:

6. A Work Breakdown Structure (WBS) representing a hierarchical breakdown of the work packages/activities that need to be performed in order to deliver the required articles/services should be provided. For QDCs, you should consult with the Authority's Commercial Officer to establish the relationship between the WBS and the Defined Pricing Structure that will need to be defined within the Contract Reporting Plan in order to comply with the SSCR.

Organisation Breakdown Structure:

7. An Organisation Breakdown Structure (OBS) that maps onto the Work Breakdown Structure should be provided.

8. The OBS should be supported by a resource plan detailing the personnel that will be assigned to the delivery of the contract, specifically identifying any additional personnel not currently available that will need to be acquired together with the assumed timescales for their introduction.

Make or Buy Plan:

9. A Make or Buy Plan defining the criteria and rationale used for the apportionment of work within the proposed supply network should be provided. The plan should identify each sub-system, package of work, service or purchase of components and raw materials etc. for which the Contractor intends to seek competitive tenders expected to lead to an order, or orders, in excess of £300,000.00. The approximate value of each tender requirement, together with the proposed list of tenderers involved in each case, should be provided.

10. The plan should also identify each sub-system, package of work, service, purchase of components and raw materials etc. expected to be in excess of £300,000.00 and for which the Contractor does not intend to seek competitive tenders (including work and supplies etc. that he himself intends to undertake or provide). In each of these cases the Contractor should indicate his reasons for not seeking competition (i.e. competition not practicable or not reasonable for other reasons which must be stated) and should provide the following information:

- a) the name and address of the proposed subcontractor or own facility concerned;
- b) the approximate value of the subcontract or order;
- c) the means by which prices are to be determined as fair and reasonable e.g. by incorporation into the subcontract or order the text of the relevant Appendix of, as applicable, DEFCONs 802, 803, 804, 811, 812, 814 and 815;
- d) the delivery programme; and
- e) other relevant factors.

Questionnaire on Method of Allocation of Costs:

11. The Questionnaire on Method of Allocation of Costs (QMAC) on which the estimate was based, together with its status should be identified. If no QMAC has been produced or used, you should provide details of the method and rationale used for the allocation and apportionment of cost, and the means of determining overhead recovery rates.

Cost Breakdown:

12. You should provide a cost breakdown that clearly indicates the way in which the proposed costs for the work described in the technical proposal have been derived.

13. Where relevant, the cost breakdown should also be constructed to enable the relationships between the estimated cost and the contract terms and conditions and associated assumptions and dependencies that have a bearing on the allocation of commercial risk (e.g those relating to performance incentivisation) to be understood.

14. The breakdown must provide sufficient detail to enable the Authority to assess whether the cost allocated to each of the key work packages within the WBS down to the level specified in paragraph 7 are Allowable.

15. The cost breakdown should indicate the amounts quoted for each of the main cost types broken down by cost centre/department/division and by planned spend per Financial Year.

16. For each work package in the WBS the following detail should be provided:

a. The direct costs associated with the work package. In this respect, a direct cost is one that can be completely attributed to the delivery of work package concerned, including materials costs, labour costs, sub-contract costs, other direct costs and any capital costs relating to expenditure on special to type equipment. Spend profiles for labour and materials broken down FY should be provided.

b. The direct labour hours used to determine the work package estimate, broken down by band/grade and indicating the charging rates applied. Where applied, the annual utilisation rates used to derive the direct labour hour estimates. Any annual escalation applied to the rates should be detailed separately and the rationale provided.

c. Any overhead and/or indirect costs relating to the conduct of your business in general which cannot be identified and measured as directly applicable to the performance of the contract (or sub-contract). The methodology used to determine such costs or cost recovery rates should be provided.

d. Any risk contingencies associated with the work package should be quantified and substantiated. A detailed risk assessment covering: schedule, technical/performance, cost and commercial risks should be conducted. A Risk Register with Risk Analysis (RA), along with the RA rationale should be supplied. The methodology for managing and eliminating/minimising risks off-set against the RA and its impact on cost growth and programme, should also be identified. The register should also include an assessment of costed opportunities relating to applying improved techniques/ practices, exploiting technology or pursuing other approaches that would yield VFM.

h. A statement detailing the rationale that underpins the estimate for the work package together with evidence that demonstrate the estimated costs are Allowable. The statement should include:

(1) details of any historic/recorded costs used to inform the development of the estimate supported by the rationale for any adjustments that may have been applied to that data to reflect different circumstances. Where no adjustments have been made, the rationale for applying historic/recorded costs should be provided.

(2) details of any scrap and rework costs included in the historical costs provided in response to para 16.h(1) above, specifically identifying the reasons why the scrap and rework occurred.

(3) any particular processes and/or techniques that are reflected within the estimate for the work package concerned.

i. Details of your estimating policy (e.g estimating handbooks or guidance material) that has been applied to determine the tendered price(s), together with confirmation that the Authority will be afforded unfettered access to such documentation if requested.

17. Copies of any quotes for purchase of materials valued in excess of £20,000.00 and sub-contracted work with an estimated value in excess of £20,000.00 should be provided.
18. The relevant economic or other assumptions on which the costs in the cost breakdown are dependent, e.g. inflation, interest rates, and taxation rates should be identified.
19. Any elements which application of a VOP mechanism is proposed together with the supporting rationale and details of the proposed VOP mechanism.
20. Quantified productivity improvements/efficiency gains (including any cost benefit from company re-organisation) expect to be realised over the life of the contract, detailing the Financial Year they are expected to apply. Any costs included with the estimate that are expected to contribute to the realisation of those improvements should be separately identified. Any proposed investments should be supported by a quantitative analysis demonstrating the benefits.
21. The assumptions that underpin the estimated costs identified in the cost breakdown should be provided. The assumptions should identify any future work MOD or commercial programmes covering the duration of the prospective contract/contract amendment. The anticipated % of MoD/Commercial workload split for the duration of the subject contract should be identified.

#### Profit

22. The profit rate(s) used to determine the tendered price(s) should be identified together with details of how each rate has been derived. It is the Authority's expectation that the extant Baseline Profit Rate (BPR) published by the SSRO should be used as the starting point when agreeing a profit rate for qualifying and non-qualify contracts with adjustments made in accordance with the six steps for calculating the profit rate laid out in Section 17 of the DRA, noting Step 4 (SSRO Funding Adjustment) does not apply to non-qualifying contracts.

#### **Deliverable Documents**

The Tenderer shall produce the documents listed within Tender Deliverable Documents at Annex F to the DEFFORM 47ST. The Tenderer shall deliver the documents as part of their Tender response.

#### **Contract and Technical Compliance**

The Tenderer shall complete the Contract Compliance Matrix at Annex B to the DEFFORM 47ST, Technical Compliance Matrix at Annex C to the DEFFORM 47ST and the System Requirements Document Compliance Matrix at Annex D to the DEFFORM 47ST.

#### **Supply Chain Information**

The Tenderer shall provide information on their proposed supply chain (teir 1 suppliers only), by completing the Tenderer's Supply Chain Information document at Annex E to the DEFFORM 47ST.

#### **Integration Sub-Contract**

The Tenderer has informed the Authority that it does not have the capability to integrate the Upgrade and Armour Kits to the Wheeled Tanker Tractors within the United Kingdom, as such the intention is to sub-contract this element.

The Authority is exercising its rights under Regulation 37(3) of the Defence and Security Public Contract Regulations (DSPCR) 2011. The Tenderer shall select a supplier for the integration sub-contract in accordance with Regulations 40 to 45 of the DSPCR 2011. The Tenderer shall not award the sub-contract until the Authority awards the prime contract.

The Tenderer shall provide sufficient evidence to include but not limited subcontract notice, list of companies invited to tender and evaluation criteria as part of their Tender Response that the selection of a supplier for the integration sub-contract has been conducted in accordance with Regulations 40 to 45 of the DSPCR 2011.

### **Contract Management Plan**

The Contract Management Plan (Annex H to the DEFFORM 47ST) describes how the Contract will be managed, including roles and responsibilities, performance indicators, review meetings and all other aspects of the Light Equipment Transporter (LET) – Wheeled Tanker (WT) Tractor 68 Tonne Upgrade programme.

### **Integrated Logistics Support Plan**

The Integrated Logistics Support Plan (Annex I to the DEFFORM 47ST) describes how the Contract will be managed in respect of Integrated Logistics Support for the Light Equipment Transporter - Wheeled Tanker Tractor 68 Tonne Upgrade Programme.

### **Sustainable Development**

The Authority is very committed to achieving sustainable development goals through educating the supply chain, developing performance measures and sharing best practice. This is not a condition to working with the Authority now or in the future, nor part of the contract. It is however a commitment on our part to encourage and support sustainable development and we are committed to working with you to this end. The Authority very much hopes that you share this commitment and we will discuss sustainable development further with the successful Tenderer during the performance of any resultant contract.

### **Sustainable Outcomes For Procurement With A Material Effect On The Environment**

In respect of any goods, services or works likely to be required for the performance of any resultant contract, the Tenderer shall provide the Authority with the following information:

- A full list of material content used in the [product, service or works], that is not covered by a specific reporting requirements in the contract documents;
- Specify whether and provide evidence that recycled, reusable or biodegradable products have been considered for performance of the resultant contract and suggest ways that such products could be utilised;
- Explain the potential for and risk of pollution (land, air and water) from performance of the resultant contract and demonstrate how the Tenderer intends to manage this risk;
- Attest that all waste products used in the performance of the resultant contract will be dealt with in sustainable way and in accordance with applicable environmental legislation;
- Specify an estimate of the energy [specify relevant units] for [manufacture of the product, or delivery of the service or works] and suggest ways that energy efficiency can be improved;
- Demonstrate that the performance of the resultant contract will not have an adverse impact on employee welfare or health and safety.

### **Sustainable Procurement Plan**

If requested by the Authority, the Tenderer shall provide an outline of its plan for the social, economic, and environmental requirements of the specification necessary for the performance of the contract.

## **Government Security Classifications Policy**

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

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

## **Joint Statement on Access to Skills, Trades Unions and Advice in Government Contracting**

The Government is committed to improving the quality of services delivered under our contracts and improving the skills of those working on these. This is an ideal shared by the CBI and TUC and the Authority encourages all Tenderers to demonstrate their commitment to improving the skills of their workforce. This can be done by setting up apprenticeships, utilising the Train to Gain initiative or signing up to the Skills Pledge.

This is not a condition of working with the Authority now or in the future, nor part of the contract. It is however a commitment on your part to actively encourage and support your staff to gain skills and we are committed to working with you to this end. The Authority very much hopes you will want to show your commitment in this way; we will discuss skills improvement further with the successful Tenderer during the performance of any resultant contract.

Further information about apprenticeships including a full list of available frameworks can be found at: <http://www.apprenticeships.org.uk>

Information about Train to Gain can be found at: <http://traintogain.gov.uk>

Further information on the Skills Pledge is available via the Learning and Skills Council website: <http://inourhands.lsc.gov.uk/index.html>

Ministry of Defence

Tender Ref No. OSVP/0055

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 will apply.

<b>Applicable Law</b>				
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*
<b>Value of Tender (excluding VAT)</b>				
£..... WORDS.....				
<b>UK Value Added Tax</b>				
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))£.....				
<b>Location of work (town / city) where contract will be performed by Prime:</b>				
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
<b>Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 ST Annex A (Offer)):</b>			<b>Tenderer's Declaration</b>	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Have you completed and attached a Contract Pricing Statement?			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	
Are you a Small Medium Sized Enterprise (SME)?			Yes / No	

Have you and your subcontractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached DEFFORM 539A (Tenderer's Commercially Sensitive Information Form)?	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) No 1005/2009 (as amended by <u>EC 744/2010</u> ) 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 Project Specific Declarations?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1.	
<b>Tenderer's Declaration</b>	
We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.	
Dated this ..... day of ..... Year .....	
<b>Signature:</b>  (Must be original)	<b>In the capacity of</b> ..... (State official position e.g. Director, Manager, Secretary etc.)
<b>Name:</b> (in BLOCK CAPITALS)  <b>duly authorised to sign this Tender for and on behalf of:</b>  (Tenderer's Name)	<b>Postal Address:</b>  <b>Telephone No:</b> <b>Registered Company Number:</b> <b>Dunn and Bradstreet Number:</b>

## Information on Mandatory Declaration Returns

### Part Tender

1. Under Conditions 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 an Intellectual Property Right (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;

c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the intellectual property right 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. 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](#) (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 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 sub-contractors are encouraged to make their own commitment and register with the [Prompt Payment Code](#).

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 policy priorities and our SME policy can be found at [Gov.UK](#).

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)  
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](#)) 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 DEFFORM 539A. 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 its 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 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. You 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 payment will result in your Tender being non-compliant.

## **Change of Circumstances**

26. If you have not previously submitted a Statement 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**

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](#) 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 review, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.