

Invitation to Negotiate for
E-Leaning Contract – FsASTC/00144

Contents

This invitation consists of the following documentation:

- DEFFORM 47 – . 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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Section A – Introduction

Definitions

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

A2. “Tenderer” means the economic operator or group of operators in the form of a consortium, including sub-contractors, which has been invited to submit a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.

A3. “Invitation to Tender” (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.

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

A5. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.

A6. “Schedule of Requirements” means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A7. The “Statement of Requirement” details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached 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.

ITT Documentation and ITT Material

A13. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples),

equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any intellectual property rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A15.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation, or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the Commercial Team if you decide not to submit a Tender;
- g. immediately return all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A14. 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

A15. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the authority will not reimburse you.

Material Change of Control from Supplier Selection

A16. 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

A17.

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

Other Information

A18. The Tenderers' attention is drawn to the following other information:

For the purpose of this ITT we will only be providing the documents that are listed below.

We do not accept obligation to provide any other documents stated or referenced within these documents.

1	The Defence Technology Enhanced Learning Centre (DTELC): Technology Enhanced Learning (TEL) eLearning Standards Profile (eLSP) – V.20 15 Oct 2015
2	The Ministry of Defence Identity: Creating a Cohesive Brand – September 2014
3	Defence Learning Environment (DLE) Style Guide – V1.0 Apr 2016
4	DSEME Strategy Directive – Version 2 Issued 8 Sep 2016
5	DCTT VLE Policy Version 1.2 Issued 21 Mar 2016

Section B – Key Tendering Activities

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

Stage	Date and Time	Initiated By	Submit to:
Invitation to Bidders Conference ¹	Not Used	The Authority	All Tenderers
Date for Confirmation of attendance at Bidders Conference ¹	Not Used	Tenderers	
Final date for Clarification Questions / Requests for additional information	14/11/2016	Tenderers	
Final Date for Requests for Extension ²	14/11/2016	Tenderers	[REDACTED]
The Authority issues Final Clarification Answers	17/11/2016	The Authority	All Tenderers ³
Tender Return	23/11/2016	Tenderers	The Tender Board, using DEFFORM 28
Tender Evaluation	By 07/12/2016	The Authority	N/A
Negotiations ⁴		The Authority	N/A
Reverse Auction	Not Used	The Authority	N/A
Trials / Testing	By 07/12/2016	The Authority	N/A

Notes

1. A Bidders Conference is where the Authority presents the requirement to all Tenderers at the same time. A copy of the presentation will be issued to all Tenderers regardless of attendance. It gives you an opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those attending the Bidders Conference to the above named contact, by the date shown, so that access to the site can be arranged.
2. 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.
3. 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.
4. Negotiations are only permitted under the Negotiated procedures.

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.

C3. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

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

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

Section D – Tender Evaluation

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

The Tender Evaluation will be on the basis of:

Most economically advantageous having regard to price, delivery, etc

MEAT Ratio

Technical 60 % Financial 40%, Commercial Pass/Fail

To give a total score the following calculation shall be used:

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

Mandatory Criteria:	
Mandatory Requirements	See attached Tender Evaluation Procedure
Returns completed in DEFFORM 47 Annex A (Offer) (See section F, paragraph 17)	Pass / Fail
Minimum Technical Requirements met	Pass / Fail
Acceptance of all commercial terms and conditions in draft contract	Pass / Fail

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	The Tender does not include examples and does not demonstrate how the solution will deliver the stated requirement.
1	Poor	The Tender provides a limited response. The proposed solution includes limited examples and is dependent on support from the Authority.
2	Partially Acceptable	The solution is likely to meet the requirement. The examples and solution provided have some gaps and it is clear that the solution will need support from the Authority.
3	Acceptable	There is evidence of meeting the criteria. The proposed solution gives a good idea of how the Tenderer will meet the requirement. The examples demonstrate how the Tenderer would manage the requirement. The proposed solution gives confidence that it can be delivered with little support from the Authority.
4	Good	In addition to the evidence you have the confidence from the Tender that the requirement will be delivered on time, with no support required from the Authority. The examples and proposed solutions meet all of the technical, quality, safety and interoperability requirements in the Statement of Requirement (SOR).
5	Excellent	In addition to the solution and examples, the Tenderer has provided a proposal which exceeds expectations, shows insight into the project and includes examples of how they would manage the requirement. The Authority has confidence of success.

The tenderer as part of their response is required to produce a specimen course in response to the scenario at Annex A to this Section D. Failure to provide a specimen course will render the bid non-compliant.

The technical score shall be calculated on the basis of the tenderer's response to the System Requirement document at Schedule 5 and the specimen course marked in accordance with the evaluation plan at Appendix 2 to Section D

Where there is a fail in any part of those elements marked as pass or fail then the Tenderer's bid will be considered to be technically non-compliant. Where the mark from the Technical evaluation (Part 1 and 2) is below the hurdle mark of 78 (not taking weighting into account) then the Tenderer's bid will be considered to be technically non-compliant. The Tenderer must also achieve at least the lowest pass mark (3) on each individual question in order to be deemed technically compliant.

The contractor shall price their specimen course using the rates quoted at Schedule 8 for each year of the contract and shall provide a full breakdown of each price as part of the response. The Authority shall then calculate an average price and the lowest price shall receive a score of 40. All other prices will receive a score calculated by dividing the winning price by their score and multiplying the result by 40. For example:

Company	Price	Ratio	Score
A	£100	$100/100 = 1$	$40 \times 1 = 40.00$
B	£150	$100/150 = 0.66$	$40 \times 0.66 = 26.66$
C	£220	$100/220 = 0.45$	$40 \times 0.45 = 18.18$

Where the Tender Evaluation is made on the basis of MEAT the attached Evaluation Criteria shall be scored using the Criterion Scores in the above table. **Where an alternative Marking Scheme is attached, it takes precedence over the above.** In the event of two or more Tenders being awarded the same total the Authority shall choose the Tender with the lowest price.

Appendix 1 to Section D to DEFFORM 47 (Edn 03/15)

Tenderers Compliance Statement
Contract Terms & Conditions

The Tenderer shall indicate his compliance or otherwise with the terms of the ITT and the conditions of the proposed Contract by completing the Compliance Matrix below. Any proposed changes and the reasons for them must be clearly stated when completing the Compliance Matrix that is to be returned as part of the COMMERCIAL PROPOSAL.

<u>CONDITIONS</u>		<u>COMPLIANT</u>	<u>COMMENTS</u>
INVITATION TO TENDER			
	DEFFORM 47		
	DEFFORM 47 Section D – Tender Evaluation Methodology		
	Tenderer's Compliance Statement Contract Terms and Conditions		
	Tenderer's Compliance Matrix – Statement of Requirement		
Conditions		Mandatory	
		Pass/Fail	
A	GENERAL CONDITIONS PROVISIONS		
A1	Interpretation		
A2	Amendments to Contract		
A3	Variations to Specification		
A4	Precedence		
A5	Severability		
A6	Assignment of Contract		
A7	Waiver		
A8	Third Party Rights		
A9	Governing Law		
A10	Entire Agreement		
A11	Disclosure Information		
A12	Publicity and Communications with the Media		
A13	Protection of Personal Data		
A14	Transparency		
A15	Equality		
A16	Child labour and Employment Law		
A17	Subcontracting		
A18	Change of Control of the Contractor		
A19	Termination for Insolvency or Corrupt Gifts		
A20	Consequences of Termination		
A21	Dispute Resolution		
A22	Termination for Convenience		
A23	Contractors Records		
A24	Duration of Contract		
A25	Contractor's Warranties		
B	THE CONTRACTOR DELIVERABLES		
B1	Supply of Contractor Deliverables and Quality Assurance		
B2	Environmental Requirements		

B3	Disruption		
C	PRICE		
C1	Contract Price		
D	INTELLECTUAL PROPERTY RIGHTS		
D1	Third Party Intellectual Property – Rights and Restrictions		
E	FACILITIES AND ASSETS		
E1	Access to Contractor’s Premises		
F	DELIVERY		
F1	Authority’s Remedies for Breach of Contract		
G	PAYMENTS/RECEIPTS		
G1	Payment		
G2	Value Added Tax		
G3	Debt Factoring		
H	CONTRACT ADMINISTRATION		
H1	Progress Monitoring, Meetings and Reports		
H2	Authority Representatives		
H3	Notices		
J	THE PROJECT SPECIFIC DEFCONS AND DEFCON VARIANTS THAT APPLY TO THIS CONTRACT ARE		
	DEFCON14(Edn.11/05)-Inventions and designs Crown Rights and ownership of Patents and Registered Designs		
	DEFCON76(SC3)(Edn12/06)Contractors Personnel at Government Establishment		
	DEFCON91(Edn11/06)Intellectual Property Rights in Software		
	DEFCON605(SC3)(Edn12/14)Financial Reports		
	DEFCON630(SC)(Edn03/15)Framework Agreements		
	DEFCON660(Edn12/15)Official Sensitive Security Requirements		
K	THE SPECIAL CONDITIONS		
K1	Overseas Expenditure		
L	THE PROCESSES THAT APPLY TO THIS CONTRACT ARE:		
L1	Table of applicable documents		
L2	As System Requirement Document (SRD)		
	The Armed Forces Covenant		
	SCHEDULES		
Schedule 1	Definitions of Contract		
Schedule 2	Schedule of Requirement		
Schedule 3	Contract Data Sheet		
	Annex A to Schedule 3		
Schedule 4	Contract Change Process		

Schedule 5	Specification for Contract		
	System Requirement Document (SRD)		
Schedule 6	Contractors Commercially Sensitive Information		
Schedule 7	Tasking Approval Form		
Schedule 8	Firm Rates		

COURSEWARE SAMPLE – Appendix 2 to Section D (Tender Evaluation Master Technical can be found on separate email attachment to DEFFORM 47)

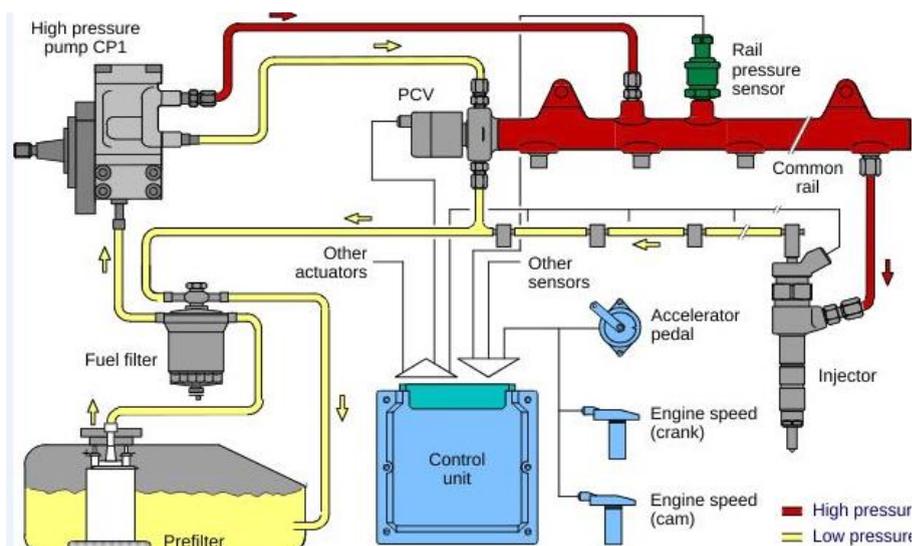
1. A key objective of this contract is to develop existing out moded courseware up to a higher standard as well as generating new learning media to meet new learning objectives. Tenderers are therefore requested to provide a sample of courseware indicative of the standard and quality that can be expected in any resulting Contract that may arise from this ITT.
2. To ensure parity between Tenderers the sample should be produced against a hypothetical brief provided below (the Authority is not requesting a full piece of courseware, just an extract element that might form part of a full courseware package). Tenderers shall supply the sample on CD to be able to be uploaded onto Moodle 2.8 and accessed on desktop, laptop and tablet devices. The sample should be supported with a specification document detailing Courseware construction.
3. Generic requirements applicable to all courseware tasks are detailed in the System Requirement Document (SRD) at Annex A. Whilst not all entries in the SRD are applicable to this particular brief, the Authority expects the tenderers to align their sample with the SRD where it is applicable.

SAMPLE BRIEF

Title: Operational principles of common diesel rail fuelling for the Defence School of Electronic and Mechanical Engineering (DSEME)

Specifications: Title/Home Page - Delivered on CD - Single Screen - Can be loaded onto MOODLE 2.8 – HTML5 – Not wrapped in any version of SCORM – Aligned with SRD – in line with DSEME VLE Strategy where applicable – use on desktop, laptop and tablet.

4. The Authority requests two elements in reference to the title above. This sample shall be focused on basic principles training and the tenderers can assume the student has little knowledge of the system. The sample should be designed for use by the student.
 - a. Produce a 2D animated schematic of a common diesel rail fuelling system (generic, as per guidance image below). The user shall be able to navigate a step by step instructional guide of how the system works, with labelling, animation and text detail to explain each step.
 - b. On completion of above schematic the student shall be able to click on 1 component of the system (chosen by the tenderer) which shall bring up a new screen with a cross sectional 3D model of the component. The student shall then be able to start a 3 or 4 step animation of the 3D model to show how it functions. This shall have text, labelling and voice over to describe the function being displayed.
5. Please Note: For the purpose of this exercise the tenderers shall not extend their examples beyond the system boundaries outlined in the image below. Any components outside of this system will NOT be marked. (All components are considered in their generic form)



6. Tenderers should note that whilst the sample should display an acceptable standard of model/animation production, the way in which the animation and steps are tied together to provide a learning story is of most importance. The sample should have a modern User Interface (UI), be intuitive and move between steps smoothly and professionally.

7. Tenderers should note, as well as being key in the Tender evaluation process, it is the intention of the Authority to utilise the sample submitted as a Benchmark Sample in any resulting Contract for quality checking against deliverable courseware.

8. As part of the sample tenderers are asked to provide a breakdown of the grades and man hours required to produce the sample *and* as part of the commercial tender package; provide the costs associated with these manhours. The tenderer shall provide these costs against the sample for years 17/18 and also provide the costs for the sample, if it were to be produced in 18/19 and 19/20.

(Note: Man hours and costings shall be provided by the tenderer on the basis that this is output produced from scratch and not using a tenderers existing/stock assets).

9. In addition to the above, Tenderers are also requested to supply a CD containing currently developed courseware in the form of a catalogue.

SAMPLE MARKING CRITERIA

The Authority will mark the courseware sample against the following criteria;

	CRITERIA
1	<p>Graphical models (2D and 3D):</p> <ul style="list-style-type: none"> The sample will display models that clearly represent the actual object/item. Models shall be appropriately textured and coloured to meet the brief. Quality of assets shall be commensurate with the requirement – the brief for this example is a basic principles based training course and therefore a gold plated 3D model would not be necessary to meet the objectives.
2	<p>Animation:</p> <ul style="list-style-type: none"> The sample will contain animations that move fluently and show a clear representation of the actual motions being simulated. Where voice over is describing an animation the voice shall be timed correctly with the animation so it is natural for the student to follow.
3	<p>User Interface (UI):</p> <ul style="list-style-type: none"> The sample shall demonstrate intuitive and easy to use interface. It shall be obvious what action the student needs to take to reach the next step of the sample. Layout and design of the sample shall be clear and professionally presented in line with style guide.
4	<p>Learning (Flow and story):</p> <ul style="list-style-type: none"> The sample shall provide a logical step by step story to engage the student. Each slide shall be titled in some way so the student is aware what stage of the learning he/she is currently located. Animations shall be clearly tied into the story.
5	<p>SRD compliance:</p> <ul style="list-style-type: none"> The sample shall be compliant with the applicable lines on the SRD contained within the ITT (items 3, 4, 6 to 16, 18, 20 to 22, 24, 25, 27, 28, 30 to 33 and 35). Note: This will not be scored as criteria 1 to 4 above are instead it will be a Pass/Fail. The sample shall fail if it does not meet the minimum SRD standards.

10. Details of the evaluation marking scheme can be found at DEFFORM 47 Section D and Tender Evaluation Master Technical can be found on separate email attachment to DEFFORM 47

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 complete and include DEFFORM 47 Annex A (Offer) (excluding Appendix 1) with your Tender. Where you select 'Yes' to any questions you must attach the relevant information.
- E3. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your Priced Tender.
- E4. 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.
- E5. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.
- 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.
- E7. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

Samples

- E8. 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.
- E9. You should send any samples to the named Commercial Officer after the Tender return date.
- E10. 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.
- E11. Samples that are consumed will not be returned.

Section F – Conditions of Tendering

F1. The issue of ITT Documentation is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance of that, is a matter solely for your commercial judgement. The Authority reserves the right to:

- a. seek clarification or additional documents in respect of a Tenderer's submission;
- b. visit your site;
- c. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- d. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;
- e. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
- f. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
- g. re-issue this ITT on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and / or Single Source Contract Regulations 2014;
- h. choose not to award any contract as a result of the current procurement process;
- i. award a Contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and/or
- j. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

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

F3. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C4. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings challenging the award of the contract are instituted, prior to entry into contract, it is a condition of this ITT that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

Conforming to the Law

F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn in particular to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation then your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or
+44 1371 85 4881 (Overseas)

Conflicts of Interest

F7. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.

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

- a. manner of operation and management;
- b. roles and responsibilities;
- c. standards for integrity and fair dealing;
- d. levels of access to and protection of competitors sensitive information and Government Furnished Information;
- e. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

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

Government Furnished Assets

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for that GFA from the named Commercial Officer.

Standstill Period

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

Publicity Announcement

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

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

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

Sensitive Information

F14. All Central Government Departments and their Executive Agencies and Non Departmental

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

F15. For these purposes, the Authority may share within Government any of the Contractor's documentation / information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC2 Schedule 9, or SC3 Schedule 6) and consent to these terms as part of the competition process. This allows the MOD to share information with other Government departments whilst complying with our obligations to maintain confidentiality.

Remedies for Breach of Contract

F16. You should be aware of the contractual remedies set out in the Contract Conditions Clause F.1.a. Damages for breach of contract are not limited under the contract. However you should also note under clause F.1.d that in exercising its rights and remedies under the contract the authority

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

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

Specific Conditions of Tendering

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

The Authority requires option prices for option years 2020/2021, 2021/2022 and 2022/2023.

You must provide prices against the options. The option prices must be firm prices not subject to variation.

If your Tender is successful you will be expected to supply / provide that option requirement(s) in contract condition A24 of Schedule 3. The Authority will not waive any rights under the said contract condition.

The Authority reserves the right to seek competitive Tenders for the option requirement(s) detailed in contract condition A24 Schedule 3.

Ministry of Defence

Tender Ref No.

Tender Submission Document (Offer)

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

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

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to Registered Designs or Patents?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions?			Yes* / No	
Are the Contractor Deliverables subject to Overseas Expenditure?			Yes* / No	
Have you complied with all regulations relating to the operation of the collection of custom import duties?			Yes / No	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Have you completed the compliance matrix/matrices?			Yes / No / Not Required	
Are you a Small Medium 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 already signed a corporate level DEFFORM 30 have you attached one?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 – Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council? http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer	Yes* / No
Are you able to support the objectives of Reservist and other supplier support to the Armed Forces?	Yes* / No
Have you attached The Bank/Parent Company Guarantee?	Yes* / No / Not Required
Have you completed, or are you working towards Cyber Essentials accreditation or equivalent and will have it in place by the Commencement Date of the Contract.	Yes* / No
If applicable are you working with your proposed supply chain to ensure where relevant they achieve Cyber Essentials accreditation or equivalent prior to the commencement date of each sub contract.	Yes* / No / N/A
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<p>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:</p> <ol style="list-style-type: none"> the offered price has not been divulged to any Third Party, no arrangement has been made with any Third Party that they should refrain from tendering, no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, no discussion with any Third Party has taken place concerning the details of either's proposed price, and no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>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.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>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.</p>	
Dated this day of Year	
Signature: (Must be original)	In the capacity of (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:

Information on Mandatory Declarations

Part Tender

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

Minimum Order Quantities

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

Notification of Inventions etc.

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

4. You must clearly state in your Tender any Contractor Deliverable to be produced under any resultant contract that is, or is likely to be, the subject of a Patent, a Registered Design right or an application for either, or an unregistered design right, owned by either yourself or a Third Party. This includes anything of this nature affecting the performance of any resultant contract or subsequent use of any Contractor Deliverable by the Authority. You must specifically draw attention to:

a. any Patent or Registered Design (or application for either) or unregistered design right you own or control which is or appears to be relevant to the Contractor Deliverables, the use of which by or on behalf of the Authority may give rise to a claim under Sections 55 or 56 of the Patents Act 1977, or Section 12 of the Registered Designs Act 1949, or Section 240 of the Copyright, Designs and Patents Act 1988;

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

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

d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

6. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

Notification of Foreign Export Control Restrictions

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

a. Whether all or part of any Contractor Deliverables are or will be subject to:

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

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

b. If requested, a summary of every existing expected or known licence and restriction referred to in paragraph 7.a. This includes any related obligation or restriction and the extent they place an obligation or restriction on the Authority, including:

- (1) the exporting nation and the export licence number, where known;
- (2) the Contractor Deliverables affected;
- (3) the nature of the restriction and obligation;
- (4) the authorised end use and end users;
- (5) any specific restrictions on access by Third Parties, or by individuals based on their nationality, to the Contractor Deliverables; and
- (6) any specific restrictions on re-transfer or re-export to Third Parties of the Contractor Deliverables of anything delivered or used in the performance or fulfilment of them.

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

8. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraphs 7.a and 7.b. If you are unable to obtain adequate information, you must state this in your Tender when responding to paragraph 7.a and 7.b.

9. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately.

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

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

12. It is the Winning Tenderer(s) responsibility to ensure they comply with any restrictions stated in paragraph 7 during the life of the contract. This includes any restrictions the Authority has explicitly stated / clarified in any ITT documentation.

13. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 7.

Overseas Expenditure

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

- a. country in which sub-contract is placed / to be placed;
- b. name, division and full postal address of sub-contractor;
- c. value of sub-contract; and
- d. date sub-contract placed / to be placed.

15. Should you propose the supply of Articles of US origin the export of which from the USA are subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details in your Tender. This will allow the Authority to make a decision whether the export can or cannot be made under the auspices of the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

16. European Union (EU) legislation permits the use of various procedures to suspend customs duties.
17. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the procedures to be applied and the estimated Import Duty to be incurred and / or suspended.
18. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty's Revenue and Customs (HMRC) authorisations.

Sub-contracts Form 1686

19. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework – Contractual Process](#) chapter. You can access a word version of Form 1686 on GOV.UK at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc

Small and Medium Enterprises

20. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its aspiration is that 25% of spend, direct and through the supply chain, should go to SMEs by 2015. The MOD uses the EU definition of an SME.
21. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their subcontractors are encouraged to make their own commitment and register with the Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>.
22. Suppliers are also encouraged to work with the Authority to support the wider SME initiative. The link below to the Cabinet Office website provides information on the Government's Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative. <https://www.gov.uk/government/publications/2010-to-2015-government-policy-government-buying/2010-to-2015-government-policy-government-buying#appendix-1-making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>.
23. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd
Web address: www.contracts.mod.uk
Tel No: 0845 270 7099

Transparency, Freedom of Information and Environmental Information Regulations

24. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 (<https://www.gov.uk/government/policies/government-transparency-and-accountability>) and the information contained within .
25. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 (" the FOIA") or the Environmental Information Regulations 2002 ("the EIR").
26. You should complete the attached Tenderer's Commercially Sensitive Information Form Schedule 6 of the SC3 Conditions of Contract (DEFFORM 539A), explaining which parts of your Tender you consider are commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.

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

Electronic Purchasing

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

Change of Circumstances

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

Asbestos, Hazardous Items and Depletion of the Ozone Layer

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

Military Aviation Authority (MAA) Requirements

31. There are no Military Aviation Authority Requirements.

Bank or Parent Company Guarantee

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

Cyber Essentials Accreditation

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

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

The Armed Forces Covenant

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

36. The Covenant's two principles are that:

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

38. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at: <https://www.gov.uk/government/policies/armed-forces-covenant>.

39. 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

Address: Armed Forces Covenant Team
Zone D, 6th Floor, Ministry Of Defence
Main Building, Whitehall, London, SW1A 2HB

40. Paragraphs 36 – 39 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.

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