**DEFFORM 47**

**Edn 05/17**

****

**Mr Jonathan Stringer**

Corporate Commercial Delivery Team

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|  |  |
| --- | --- |
|  | Your Ref: PPC01  Our Ref: CCDT/584  08 March 2019 |

Dear Sir/Madam

**Invitation to Tender Reference No.** **CCDT/584 – APMG Project Planning and Control Foundation and Practitioner**

1. Requirement,in competition, in accordance with the attached documentation.
2. The DE&S transformation has created a new Project Control functional domain. As a result, training is required to upskill staff to APMG Project Planning and Control Foundation and Practitioner level. Funding has been approved for this requirement for one core year. A further two option years are anticipated.
3. The anticipated date for the contract award decision is 19th April 2019,please note that this is an indicative date and may change.
4. You must submit your Tender to arrive no later than **10:00AM on 8th April 2019**. Tenders can be submitted electronically to [Jonathan.stringer104@mod.gov.uk](mailto:Jonathan.stringer104@mod.gov.uk). Attached tenders must be separate for both Commercial and Technical proposals.
5. As detailed in Section D – Tender Evaluation, Tenders who are unable to adhere to the requested pricing models or who provide caveated bids with their Tenders may be deemed Commercially-Non Compliant and will proceed no further in the competition.

Yours faithfully

Jonathan Stringer

**DEFFORM 47**

**Edn 05/17**

**Invitation to Tender**

**CCDT/584**

**For**

**DE&S PROVISION OF APMG PROJECT PLANNING AND CONTROL FOUNDATION AND PRACTIONER**

**Contents**

This invitation consists of the following documentation:

* DEFFORM 47 – Invitation to Tender**.** The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
  + Section A – Introduction Page 3
    - DEFFORM 47 Definitions
    - Purpose
    - ITT Documentation and ITT Material
    - Tender Expenses
    - Material Change of Control from Supplier Selection
    - Contract Conditions
    - Consultation with Credit Reference Agencies
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  + DEFFORM 47 Annex A – Tender Submission Document (Offer) Page 18
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Declarations

* Statement of Requirement – Schedule 9
* Contract Conditions
* DEFFORM 111 – Appendix to Contract - Addresses and Other Information
* Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A)

## Section A – Introduction

**Definitions**

1. “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.
2. “Tenderer” means the economic operator or group of operators in the form of a consortium, including sub-contractors, who been invited to submit a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.
3. “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.
4. A “Tender” is the offer that you are making to the Authority.
5. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) and any associated technical data which the Contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
6. “Schedule of Requirements” (Schedule 2) 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.
7. The “Statement of Requirement” (Schedule 5) 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).
8. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.
9. “Contract Conditions” means the attached conditions that will govern any resultant contract.
10. A “Third Party” is any person who is not an employee of the Tenderer as defined at A2.

**Purpose**

1. 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:
   1. tender process and timetable for the next stages of the procurement;
   2. instructions and conditions that govern this competition;
   3. information you must include in your Tender and the required format;
   4. administrative arrangements for the receipt and evaluation of Tenders; and
   5. Contract Conditions that shall apply in the event that the Authority awards a

contract following this competition.

1. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.
2. This ITT has been issued to all potential Tenderers under the Open Procedure under PCR 2015.
3. The requirement is advertised by the Authority in the MOD DCO and OJEU at the same time under the Open Procedure of Public Contracts Regulations 2015. This is a live Invitation to Tender and anyone wishing to bid for this requirement must do so following the instructions given in this document and in the MOD DCO advertisement/OJEU, and in Contracts Finder (www.gov.uk/contracts-finder). There will not be a separate pre-qualification stage, bidders conference or any further publication/issue of these ITT documents. Bidders must complete the Suitability Assessment Questionnaire (SAQ) in the MOD DCO for their bid to be considered. Bidders must also submit the soft copies to the DE&S Tender Board as instructed elsewhere in this document. The full ITT document set is only available through www.gov.uk/contracts-finder.

**ITT Documentation and ITT Material**

1. 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:
   1. 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;
   2. 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;
   3. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
   4. 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;
   5. accept that any further disclosure of ITT Documentation,(or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority’s written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
   6. inform the named Commercial Officer if you decide not to submit a Tender;
   7. 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
   8. consult the named Commercial Officerto agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked ‘OFFICIAL-SENSITIVE’ or ‘SECRET’.
2. 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**

1. 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**

1. 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**

1. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Acquisition System Guidance (ASG). Standardised Contract 1B (SC1B) Conditions are attached.

**Consultation with Credit Reference Agencies**

A20. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

**Other Information**

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

Your Written Technical Submission should be no more than 8000 words in word count, and no more than 15 pages in length. You are required to provide CVs for your key personnel who would be working on any contract resulting from this ITT, and any other references. These should be provided as Annexes to the Written Technical Submission and will not be included in this word or page count. The Authority reserves the right to reject your Tender where this word or page count is deemed to have been exceeded.

**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 Conference1 | No Bidders Conference will take place for this Requirement | The Authority | No Bidders Conference will take place for this Requirement |
| Date for Confirmation of attendance at Bidders Conference1 | No Bidders Conference will take place for this Requirement | Tenderers | No Bidders Conference will take place for this Requirement |
| Final date for Clarification Questions / Requests for additional information | 10:00AM on 22th March 2019 | Tenderers | Jonathan Stringer  Jonathan.stringer104@mod.gov.uk |
| The Authority issues Final Clarification Answers | 26th March 2019 | The Authority | All Tenderers 3 |
| Tender Return | 10:00AM on 8th April 2019 | Tenderers | The Tender Board, using DEFFORM 28 |
| Tender Evaluation | 10th- 12th April 2019 | The Authority | N/A |
| Negotiations4 | N/A | The Authority | N/A |
| Reverse Auction | N/A | The Authority | N/A |
| Trials / Testing | N/A | 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 Jonathan Stringer, 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. Answers to clarification questions will be collated and published on the government Contracts Finder website. 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 not under the Open or Restricted Procedures.

## Section C - Instructions on Preparing Tenders

**Tenders for Selected Contractor Deliverables**

C1. You must Tender for all the Contractor Deliverables listed in the attached Schedule of Requirements. The Authority reserves the right to reject your Tender where you have not tendered for all of the Contractor Deliverables.

### Construction of Tenders

1. Your Tender must be written in English, using Arial font size 11, and adhere to the word and page count specified at A21. Prices must be in £GBP ex VAT. Prices must be Firm Prices each where required and Firm Rates to be used where indicated.
2. To assist the Authority’s evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

**Validity**

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

C5. Variant Bids Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority’s requirements as set out in the ITT Documentation. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

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

## Section D – Tender Evaluation

**Section D - Evaluation Criteria**

**Award Criteria**

Evaluation Criteria

It is the Authority’s intention to select the tender which represents the most economically advantageous tender (MEAT) regarding technical expertise and price against the evaluation criteria described below:

**Ratio:**

The following ratio will determine the weightings of the scores elements of the evaluation:

|  |  |
| --- | --- |
| Evaluation Criteria | Criteria Weighting % |
| Commercial | Compliant/Non-compliant |
| Technical Part 1 | Compliant/Non-compliant  Full compliance against the non-scored questions in the Schedule of Requirements |
| Technical Part 2 | 70%  See Technical Evaluation Criteria below |
| Financial | 30%  See Financial Evaluation Criteria below |

*Annex B - Table 1: Evaluation Criteria and Weightings*

Any tender that is not compliant against **all** mandatory criteria of the Commercial and Technical Part 1 evaluation will not be taken forward to the Technical Part 2 and Financial evaluation and **will not receive a score**.

**Commercial Evaluation Criteria**

Compliant/Non-compliant against unqualified acceptance of the MoD contract Terms and Conditions SC1B

**Calculation**

Tenders will be technically evaluated by the DE&S Project Professional Team. The chosen Technical Evaluators will review un-priced elements of the tenders and score them based on methodology detailed below.

There are scored, Compliant/Non-compliant and Pass/Fail elements to the Evaluation criteria. The Commercial and Technical Part 1 criteria are Compliant/Non-compliant or Pass/Fail and the tender must be compliant with these criteria to progress. The Technical Part 2 and Financial scores will be weighted according to the ratio at Table 2 to Annex B and added together to give the final score, from which the tenders will be ranked and the tenderer with the highest score will be deemed to be the Most Economically Advantageous Tender and the contract award will proceed accordingly.

In the event that two or more fully compliant tenders receive the same score, the tender with the higher pass rate will be declared the winning bid.

**Technical Evaluation Criteria**

The Pass/Fail elements are detailed in the Table on Page 6 – Pass means fully able to deliver outputs against the requirement. The scored Technical Part 2 will be judged by how well the tenderer’s response meets the stated criteria and will be awarded a score of 0-5, as shown in the example below. That score will then be subject to the multiplier to reflect the percentage of the evaluation criteria allocated to that question.

Example: As the evaluation criterion is weighted at 70%, the total score achieved out of 20 will be divided by the total score multiplied by 70; so if a Provider scores 8 (2 marks in each question) from the available 5 marks this will equate to a result of 28 by using the following calculation:

(Total Score/Total Points Available) x Criterion Weighting ((8/20) x 70 = 28)

**Compliant/Non-compliant Criteria**

The following table sets out the mandatory Pass/Fail Criteria for Technical Part 1 Evaluation that will be used to evaluate tenders. The numbering below maps across to APMG Project Planning and Control Foundation & Practitioner training statement of requirement.

Please indicate your response to these criteria below:

|  |  |  |
| --- | --- | --- |
| Task |  | Evidence Required |
| 1.Background |  | N/A |
| 2. Scope of Requirement |  | N/A |
| 3. Affiliation | The provider must be an Accredited Training Organisation (ATO) (or an affiliate of) for APMG International in order to provide courses and exams in APMG International qualification schemes | Please confirm you are an Accredited Training Organisation (ATO) (or an affiliate of) for APMG International in order to provide courses and exams in APMG International qualification schemes  a. Pass  b. Fail |
| 4. Timing | Maximum of 12 classroom based training events until 31 Mar 2020  Courses are scheduled for:  Courses are scheduled for:  1st July- 5nd July 2019  19th-23rd August 2019    Up to a further 10 courses between contract award -31st March 2020 as agreed between the parties  Option Years  (Should the Authority exercise the option for the further 2 x 1 year) with a schedule to determine by the Authority – this may be at short notice  Option Year 1  Maximum of 12 classroom based training events - 1 Apr 20 – 31 Mar 21,  Option Year 2  Maximum of 12 classroom based training events 1 Apr 21 – 31 Mar 22 | Please confirm you are able to meet the timelines of the requirement.  a. Pass  b. Fail |
| 5. Class size | The Provider shall make provision for up to 14 delegates per course | Please confirm that 14 delegates can be accommodated per class:    a. Pass  b. Fail |
| 6. Location | The Authority will provide a classroom environment at either MoD Abbey wood or within a 5 mile radius for the delivery of the training course  It may be necessary to carry out courses at other UK locations although this is rare and subject to demand; the majority of training will be at MoD Abbey Wood | N/A |
| 7.Course Administration and Deliverables | The provider will deliver all pre- course reading to a nominated point of contact no later than 15 working days prior to course start date  The provider will deliver all course learning materials and accompanying structured course notes for each course.  The provider will provide student evaluations, course feedback and exam outcomes  The provider shall maintain a pass rate no less than 80%.  If 80% is not met, the Authority will hold a review with the provider invoking the reduction to the maximum cost in line with the ITT.  The Authority reserves the right to terminate the contract should pass rates not improve.  The provider is to provide a copy of APM Planning, Scheduling, Monitoring and Control – the Practical Project Management of Time, Cost and Risk (ISBN 978-1-903494-44-8) per attendee to be delivered in conjunction with pre-course reading material. | Please confirm whether you are able to meet the Course Administration and Deliverables:    a) Pass  b) Fail |
| 8.Management Information | The provider shall issue a copy of the examination results and success rate metrics after every course to the nominated point of contact | Please confirm whether you are able to meet the Management Information deliverables:    a) Pass  b) Fail |
| 9. Alternative Venue | The provider may be asked to source a venue within a 5 mile radius on MoD Abbey Wood should facilities be unavailable.  The Authority will inform the provider whether or not provision of venue is required on a course by course basis.    The provider shall ensure that the venue provides an acceptable classroom training environment  Venue costs will be firm for each year and will be taken from the providers response to the ITT | A firm price has been provided against venue hire if required:    a) Pass  b) Fail  The price will not be evaluated during the financial evaluation |

**Scored Technical Criteria**

The following table sets out the scored element of the technical Part 2 evaluation:

|  |  |  |
| --- | --- | --- |
| Contractors Personnel |  |  |
| Trainers | The provider shall provide suitably qualified and experienced personnel to deliver the training. The provider must demonstrate knowledge and experience of delivering APMG Project Planning and Control Foundation and Practitioner level training through the provision of Curriculum Vitae’s (CV’s) | Please provide details of the trainers that you propose to deliver the training. You should provide a CV for each proposed trainer. In addition, please ensure that the following are included:    1) The trainer’s previous professional experience of delivering APMG PPC Foundation and Practitioner training.  2) The trainers experience in delivery of APMG PPC training courses, including:   1. How many times the trainer has delivered the required course at Foundation & Practitioner level in the last 12 months (March 18 - March 19) and, 2. The average pass rate achieved for those courses.   3) Whether the proposed trainer holds the desired Baseline or Security Clearance and when it expires or is willing to obtain it.  4) At least two contacts who can be approached to provide references on the trainer’s behalf.    A CV should be supplied for each proposed trainer on no more than two sides of A4 paper each in size ten arial font along with a summary paper (adhering to the page limit set out above) |

The criteria for assessing the tender response to this scored question as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Evaluation Criteria  70% | “No Evidence/Limited Confidence”  RFQ Response | “Good Confidence”  RFQ Response | “High Confidence”  RFQ Response |
| SCORE | 0 | 2 | 5 |
| The provider’s response demonstrates that the proposed trainer(s): |  |  |  |
| 1.  Are SQEP to provide training on APMG Project Planning and Control training courses at Foundation and Practitioner level  30% | No evidence, or evidence does not demonstrate that the trainer has the necessary skills and ability to provide the required training | Response demonstrates that the trainer has the skills and ability to deliver the training required at an acceptable standard | Response demonstrates that the trainer has the skills and ability to deliver the training required above the acceptable standard |
| 2.  Are SQEP to deliver quality outputs  15% | No evidence, or evidence does not demonstrate that the trainer has the necessary skills and ability to deliver training | Response demonstrates delivery of the required courses within the last twelve months with an average of 80%+ of delegates achieving a pass rate | Response demonstrates the required courses within the last twelve months with an average of 90%+ of delegated achieving a pass rate |
| 3.  Pass rate committing to achieve  15% | No evidence, or evidence does not demonstrate a commitment to achieve pass rates in the future | Response demonstrates a commitment to deliver the required courses moving forward with an average of 80%+ of delegates achieving a pass rate | Response demonstrates a commitment to deliver the required courses moving forward with an average of 90%+ delegates achieving a pass rate |
| 4.  Current level of security clearance  10% | No evidence, or trainer not willing to gain any security clearance | Currently holds ‘Baseline Personnel Security Standard’ (that does not expire before 31st March 2020) and is willing to gain Security Clearance | Currently holds ‘Security clearance’ (that does not expire before 31 March 2020) |

*Annex B – Table 2*

**Financial Evaluation Criteria – 30%**

The Financial Evaluation Criteria will be scored out of 30%. The lowest Maximum Price for the delivery receiving 30% of the marks, the remaining quotes will then be marked on a pro-rata basis.

Financial Response

All figures should be provided in £GBP and Excluding VAT

|  |  |
| --- | --- |
| Financial Evaluation Response |  |
| The score relating to the Financial Evaluation Criteria carries a weighting of 30% for the overall tender evaluation based on all 3 years |  |
| Ending 31 March 2020 |  |
| Course Element | **Cost** |
| Maximum Price Per course |  |
| Cost per additional courses |  |
| Maximum Number of Courses | 12 |
| Maximum Price (all courses until March 2020) |  |
| Venue – Firm Price cost (not evaluated) |  |
| Travel and Subsistence |  |

|  |  |
| --- | --- |
| Option Year 1 - Ending 31 March 2021 |  |
| Course Element | **Cost** |
| Maximum Price Per course |  |
| Cost per additional courses |  |
| Maximum Number of Courses | 12 |
| Maximum Price (all courses until March 2021) |  |
| Venue – Firm Price cost (not evaluated) |  |
| Travel and Subsistence |  |

|  |  |
| --- | --- |
| Option Year 2 - Ending 31 March 2022 |  |
| Course Element | **Cost** |
| Maximum Price Per course |  |
| Cost per additional courses |  |
| Maximum Number of Courses | 12 |
| Maximum Price (all courses until March 2022) |  |
| Venue – Firm Price cost (not evaluated) |  |
| Travel and Subsistence |  |

|  |  |
| --- | --- |
| TOTAL Maximum Price for 12 courses per annum including Exam Fees |  |

Annex B – Table 3

Reduction to Maximum Price should the pass rate per course of 80% not be met

|  |  |  |  |
| --- | --- | --- | --- |
| 80% | 70%-79% | 60%-69% | Less than 60% |
| No reduction | Minus \_\_% | Minus \_\_% | Minus % |

Please note that in the event of 80% pass rate not being met, the percentage Reduction to Maximum Price will be paid on the subsequent improvement of pass rate per course to 80%.

Notes

1. The number of delegates per course will be variable by agreement. The table above should be completed with your pricing offer per course to give a maximum price, and then the amount by which that price would be reduced should a pass mark of 80% per course not be reached.

2. The option years April 2020 - March 2021 and April 2021 – March 2022 will be exercised at the sole discretion of the Authority.

3. The maximum price for all courses is the only scored element of the Financial Criteria.

4. In the event of 80% pass rate not being met, the percentage Reduction to Maximum Price will be paid on the subsequent improvement of pass rate per course to 80

## 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 **one unpriced** **soft** copies of your Tender and supporting documents, and **one priced** **soft** copy of your Tender and supporting documents. Priced and Unpriced tender submissions should be sent to [Jonathan.stringer104@mod.gov.uk](mailto:Jonathan.stringer104@mod.gov.uk) and quote reference number CCDT/505 in the subject line of the response. 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) 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 ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

### Samples

E5. 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 competition or at a later stage. Any expenditure, work or effort undertaken prior to an offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. The Authority reserves the right to:

* + 1. seek clarification or additional documents in respect of a Tenderer’s submission;
    2. visit your site;
    3. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
    4. 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;
    5. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
    6. withdraw this ITT at any time, or re-invite Tenders on the same or any alternative basis;
    7. 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;
    8. choose not to award any contract as a result of the current procurement process;
    9. 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
    10. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

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

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

### Conforming to the Law

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

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

### Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

### Conflicts of Interest

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

F8. It is essential that you do not have a Conflict of Interest.

### Government Furnished Assets

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

**Standstill Period**

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

### Publicity Announcement

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

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

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

### Sensitive Information

F14. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.

F15. For these purposes, the Authority may share within Government any of the Contractor’s documentation / information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement.  Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC1B Schedule 4, 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.

F16. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT/ITN) to any third party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer’s Tender. In providing such information the Tenderer consents to such disclosure.

### Reportable Requirements

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

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

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

### Specific Conditions of Tendering

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

**Options**

F21. The Authority requires Option prices for Years 2 and 3 of the Contract.

You must provide prices against the Options. The Option prices must be firm prices not subject to variation.

## DEFFORM 47 Annex A

## Edn 05/17

**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 |
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|  |  | |  |  | |  |
| **Mandatory Declarations** (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)): | | | | **Tenderer’s Declaration** | | |
| Is the offer subject to the Authority contracting for all the Contractor Deliverables? | | | | Yes\* / No | | |
| Is the offer made subject to a Minimum Order Quantity? | | | | Yes\* / No | | |
| Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by the Authority funding? | | | | Yes\* / No | | |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM528 | | | | Yes\* / No | | |
| Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions? | | | | Yes / No | | |
| Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended? | | | | Yes / No | | |
| Have you completed Form 1686 for sub-contracts? | | | | Yes / No | | |
| Have you completed the compliance matrix/matrices? | | | | Yes / No / Not Required | | |
| Are you a Small Medium Enterprise (SME)? | | | | Yes / No | | |
| Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs? | | | | Yes / No | | |
| Have you completed and attached Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A)? | | | | Yes / No | | |
| If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version? | | | | Yes\* / No / N/A | | |
| Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012? | | | | Yes\* / No | | |
| Have you completed and attached a DEFFORM 68 – Hazardous Articles, Deliverables materials or substances statement? | | | | Yes\* / No | | |
| Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended [by EC 744/2010](http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer)) of the European Parliament and of the Council? | | | | Yes\* / No | | |
| Have you attached The Bank/Parent Company Guarantee? | | | | Yes\* / No / Not Required | | |
| Have you complied with the requirements of the Military Aviation Authority Regulatory Articles? | | | | Yes / No / Not Required | | |
| Have you completed the additional Mandatory Requirements? | | | | Yes / No / Not Required | | |
| \*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer). | | | | | | |
| **Tenderer’s Declaration of Compliance with Competition Law** | | | | | | |
| We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding.In particular:   1. the offered price has not been divulged to any Third Party, 2. no arrangement has been made with any Third Party that they should refrain from tendering, 3. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, 4. no discussion with any Third Party has taken place concerning the details of either’s proposed price, and 5. no arrangement has been made with any Third Party otherwise to limit genuine competition.   We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.  We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.  We agree that the Authority may share the Contractor’s information / documentation (submitted to the Authority during this procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A. | | | | | | |
| **Dated this .................. day of ................................................................... Year ........................** | | | | | | |
| **Signature: In the capacity of**  **.......................................................................................................**  (Must be original) (State official position e.g. Director, Manager, Secretary etc.) | | | | | | |
| **Name:** (in BLOCK CAPITALS)  **duly authorised to sign this Tender for and on behalf of:**  (Tenderer’s Name) | | **Postal Address:**  **Telephone No:**  **Registered Company Number:**  **Dunn And Bradstreet Number:** | | | | |

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

**Edn 05/17**

## 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

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

### IPR - Restrictions

1. 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).
2. If you have answered ‘Yes’ in Annex A (Offer) as directed by para 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or likely be, the subject to any IPR restrictions or any other restriction on the Authority’s ability to use or disclosure the Contractor Deliverable, including export restrictions. You must identify:
   1. 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;
   2. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
   3. 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;
   4. 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.
3. 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.
4. 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

1. 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.
2. 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:
   1. Whether all or part of any Contractor Deliverables are or will be subject to:
3. a non-UK export licence, authorisation or exemption; or
4. 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.

1. 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.
2. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.
3. 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.
4. 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

1. European Union (EU) legislation permits the use of various procedures to suspend customs duties.
2. 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.
3. 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

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

### Small and Medium Enterprises

1. 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.
2. A key aspect of the Government’s SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly.  All suppliers to the Authority and their subcontractors are encouraged to make their own commitment and register with the [Prompt Payment Code](http://www.promptpaymentcode.org.uk/).
3. Suppliers are also encouraged to work with the Authority to support the Authority’s SME initiative. Information on the Authority’s purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement).
4. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd

Web address: [www.contracts.mod.uk](http://www.contracts.mod.uk/feed)

Tel No: 0845 270 7099

### Transparency, Freedom of Information and Environmental Information Regulations

1. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister’s letter of May 2010 ([Government Transparency and Accountability](https://www.gov.uk/government/policies/government-transparency-and-accountability)) and the information contained within SC3 Conditions of Contract Clause A14.
2. 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”).
3. You should complete the attached Tenderer’s Commercially Sensitive Information Form  (DEFFORM 539A), explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.
4. 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

1. Tenderers must note that use of the [Contracting, Purchasing and Finance](https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system) (CP&F) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this tender. By submitting this Tender you agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic trading, including payment, will result in your Tender being non-compliant.

### Change of Circumstances

1. If you have not previously submitted a State Relating to Good Standing or circumstances have changed, please select ‘Yes’ and submit a Statement Relating to Good Standing with your Tender.

### Asbestos, Hazardous Items and Depletion of the Ozone Layer

1. 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

1. There are no MAA requirements.

### Bank or Parent Company Guarantee

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

### The Armed Forces Covenant

1. 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.
2. The Covenant’s two principles are that:
   1. the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
   2. 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.

1. [The Armed Forces Covenant](https://www.gov.uk/government/policies/armed-forces-covenant) provides guidance on the various ways you can demonstrate your support through the Corporate Covenant.
2. 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

1. Paragraphs 30 - 33 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.