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Defence & Equipment Support
FIMS - OI
Elm 1C, #4140
MOD Abbey Wood
Bristol, BS34 8JH

Our Reference: 704860450 – OI/0078

Date: 18 August 2023

Dear Sir/Madam,

Invitation to Negotiate (ITN), Reference Number: 704860450 - OI/00078 FEPS-S

1. You are invited to tender for OI/0078 Field Electrical Power Supplies – Support (FEPS-S) in accordance with the attached documentation.

2. The requirement is for Through Life Support, via a Contracting For Availability service, for a fleet of electrical generators to be provided by the Authority.

3. The anticipated date for the Contract Award decision is **17 June 2024**, please note that this is an indicative date and may change.

4. You must submit your Tender to the Defence Sourcing Portal (DSP) by **THURSDAY 12 OCTOBER 2023, 17:00 GMT.**

Yours faithfully

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Invitation to Negotiate

for

OI/0078 – Field Electrical Power Supplies – Support (FEPS-S) - 704860450

Contents

This Invitation to Negotiate sets out the requirements that Tenderers must meet to submit a valid Tender. It also contains the draft Contract, further related documents and forms and sets out the Authority's position with respect to the competition.

This invitation consists of the following documentation:

- DEFFORM 47 - Invitation To Negotiate. The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:

- Section A – Introduction [page 6]
  - DEFFORM 47 Definitions
  - Purpose
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  - Specific Conditions of Tendering
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- DEFFORM 47 Annex A – Tender Submission Document (Offer) [page A1]
  - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declaration Returns

- o DEFFORM 47 Annex B – TUPE Employee Information
- o DEFFORM 47 Annex C – Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)
- o DEFFORM 47 Annex D – Tender Evaluation Methodology
  - Appendix 1 - Commercial Evaluation
  - Appendix 2 - Compliance Matrix
  - Appendix 3 - Technical Performance Evaluation
  - Appendix 4 – Social Value Evaluation
  - Appendix 5 - Financial Response Template
  - Appendix 6 - Procedure and Standing Agenda for Negotiations

- Contract Documents (as per the Contents table in the Terms and Conditions). This is a version of the Terms and Conditions (and Annexes) issued at ITN stage. The final Contract shall be issued for acceptance after negotiations have been completed.
  - o Terms & Conditions which includes the Schedule of Requirements and any additional Annexes and Appendices
- DEFFORM 111 – Appendix to the Terms and Conditions– Addresses and Other information
- Security Aspect Letter – Held at Annex K to the Contract Conditions- providing notice of the information or assets connected with, or arising from, the FEPS-S ITN that constitute classified material.

Section A - Introduction

DEFFORM 47 Definitions

In this ITN the following words and expressions shall have the meanings given to them below:

A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.

A2. “Compliance Regime” is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.

A3. “Conditions of Tendering” means the conditions set out in this DEFFORM 47 that govern the competition.

A4. A “Consortium Arrangement” means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.

A5. “Contract” means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.

A6. “Contract Terms & Conditions” means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.

A7. “Contractor Deliverables” means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.

A8. “Cyber Security Model” means the model defined in DEFCON 658.

A9. “Defence Sourcing Portal” means the electronic platform in which Tenders are submitted to the Authority.

A10. “Government Furnished Information” means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.

A11. “ITN Documentation” means this ITN and 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 ITN.

A12. “ITN Material” means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITN.

A13. “Schedule of Requirements” (Section 1 in the Contract Terms and Conditions) 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.

A14. The “Statement of Requirement” (Annex A to the Contract Terms and Conditions, attached to this DEFFORM 47) means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A15. A ‘Sub-Contractor’ means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

A16. A “Sub-Contracting Arrangement” means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

A17. A “Tender” is the offer that you are making to the Authority.

A18. “Tenderer” means the economic operator submitting a response to this Invitation to Negotiate. Where “you” is used this means an action on you the Tenderer.

A19. A “Third Party” is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

Purpose

A20. The purpose of this ITN is to invite you to submit a Tender, in accordance with the instructions set out in this ITN, to propose a solution and best price to meet the Authority’s requirement. This documentation explains and sets out the:

a. timetable for the next stages of the procurement;

b. instructions, conditions and processes that governs this competition;

c. information you must include in your Tender and the required format;

d. arrangements for the receipt and evaluation of Tenders;

e. criteria and methodology for the evaluation of Tenders; and

f. Contract Terms & Conditions.

A21. The sections in this ITN and associated documents are structured in line with a generic tendering process and do not indicate importance and/or precedence.

A22. This requirement was advertised by the Authority in Defence Sourcing Portal (DSP) dated 16 December 2022 under the following reference: Project Code 704860450.

A23. This ITN is subject to the Defence and Security Public Contracts Regulations 2011.

A24. This ITN has been issued to all potential Tenderers chosen during the supplier selection stage under the Competitive Negotiated procedure.

A25. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the DSP.

A26. Funding is due to be approved in FY 24/25 for this requirement.

ITN Documentation and ITN Material

A27. ITN Documentation, ITN 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 ITN Documentation and ITN Material and for all loss and damage sustained to it whilst in your care;

b. not copy or disclose the ITN Documentation or ITN Material to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITN;

c. seek written approval from the Authority if you need to provide access to any ITN Documentation or ITN Material to any Third Party;

d. abide by any reasonable conditions imposed by the Authority in giving its approval under

sub-paragraph A27.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 ITN Documentation or ITN Material (or use beyond the original purpose), or further use of ITN Documentation or ITN Material, without the Authority's written approval may make you liable for a claim for breach of confidence and/or infringement of IPR, a remedy which may involve a claim for compensation;

f. inform the named Commercial Officer if you decide not to submit a Tender;

g. immediately confirm destruction of (or in the case of software, that it is beyond use) all ITN Documentation, ITN Material and derived information of an unmarked nature, should you decide not to respond to this ITN, 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 ITN Documentation and ITN Material marked 'OFFICAL SENSITIVE' or 'SECRET'.

A28. Some or all of the ITN Documentation and ITN 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 A27 above.

Tender Expenses

A29. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority

Consortia and Sub-Contracting Arrangements

A30. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

Material Change of Control

A31. You must inform the Authority in writing as soon as you become aware of:

a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;

b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or

c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and

d. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:

i. the form of legal arrangement by which the Consortium Arrangement or Sub-

Contracting Arrangement will be structured;

ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;

iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and

iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

A32. If a change described in paragraph A31 occurs, the Authority may reassess you against the PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to proceed with the procurement.

A33. In relation to a change described in paragraph A31, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement

A34. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of their responses to the PQQ if:

a. they fail to re-submit to the Authority the updated relevant section of their PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than [INFORMATION REDACTED] business days following request from the Authority; or

b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified

Contract Terms & Conditions

A35. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Knowledge in Defence (KiD) website.

A36. The Contract Terms & Conditions are attached.

Other Information

A37. **The Armed Forces Covenant**

a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives as a result of their service.

b. The Covenant is based on two principles:

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

ii. That 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 Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

c. The Armed Forces Covenant provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces such as employing Reservists, a company or Organisation can also see real benefits in their business.

d. 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 Authority 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: employerrelations@rfca.mod.uk

Address: Defence Relationship Management
Ministry of Defence
Holderness House
51-61 Clifton Street
London, EC2A 4EY

e. Paragraphs A37 a to d 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.

Section B - Key Tendering Activities

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

Stage	Date and Time (GMT)	Responsibility	Submit to:
Final date for Clarification Questions / Requests for additional information	[INFORMATION REDACTED]	Tenderers	Defence Sourcing Portal (DSP)
The Authority issues Final Answers and Clarifications	[INFORMATION REDACTED]	The Authority	All Tenderers
Tender Return	12 October 2023, 17:00	Tenderers	Defence Sourcing Portal (DSP)
Tender Evaluation - see Section D of this DEFFORM 47	[INFORMATION REDACTED]	The Authority	N/A
The Authority issues initial tender assessment	[INFORMATION REDACTED]	The Authority	All Tenderers
Negotiations	[INFORMATION REDACTED]	The Authority	N/A
Final Tender Return	9 February 2024, 17:00	Tenderers	Defence Sourcing Portal (DSP)

Table 1: Key tendering dates

Notes

Tenderers Conference

B1. A Tenderers Conference is not being held.

Clarification Questions

B2. The Authority will copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

Tender Return

B3. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

Negotiations

B4. Further details regarding Negotiations can be found in Section D of this ITN.

Section C - Instructions on Preparing Tenders

Construction of Tenders

C1. Your Tender must be written in English, using Arial font size 11. Any wording included within a table or spreadsheet must be written in English, using Arial font size 10. Prices must be in £GBP ex VAT. Prices must be firm or fixed, as directed in the Contract, and in accordance with the Financial Reporting Template at Appendix 5 to Annex D.

C2. To assist the Authority's evaluation, you must set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C3. Your Tender must be valid and open for acceptance for [INFORMATION REDACTED] calendar days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further [INFORMATION REDACTED] calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to [INFORMATION REDACTED] calendar days after any legal proceedings have concluded.

Limitation of Contractor's Liability (LOCL)

C4. Following a pre-assessment of the risks associated with the requirement that is the subject of this ITN, the Authority has limited the Contractor's Liability as per Clause 16 of the Contract Terms and Conditions.

C5. The aggregate totals for each Head of Loss are stated at Clause 16.3.a and 16.3.b.

C6. The Authority is prepared to consider requests from the Tenderer to amend Clause 16 of the Terms and Conditions **and/or** the limit of their liability in respect of the Heads of Loss (see Table 4 of D47 – Annex D – Appendix 1 (Commercial Compliance Evaluation)).

C7. In order for the Authority to consider such requests, the Tenderer must provide the following information as part of their tender (to be included within the Commercial section):

a) the required limits in £value[s] against the specific risk[s] identified in C5;
b) the maximum level of insurance the tenderer holds against the specific risk[s];
c) evidence of competitive quotes obtained for additional layers of insurances against the specific risk[s];
d) a suitably detailed risk assessment against the specific risk[s] (with as a minimum the probability and robust estimate of maximum financial impact);
e) the actual or proposed risk mitigation activities the tenderer will be undertaking against the specific risk[s], and;
f) a detailed explanation of why the tenderer considers it reasonable to transfer a further degree of financial liability from the tenderer to the Authority against the specific risk[s].

C8. The information required shall be presented against each specific risk in the format of Table 2 below.

Head of Loss	
Detailed Risks	
Assessment, including worse-case scenario	
Worse Case Cost	
Risk Mitigation Actions	
Post Mitigation Cost	
Proposed Limit of Liability for Head	
Probability	
Impact	
Explanation for Transfer of the additional Risk to the Authority	
Contractor's max level of Insurance	

Table 2. LOCL Requests.

C9. The tables will form part of the subsequent contract should the tenderer be successful, and an appropriate corresponding Condition is included as Condition 16 of the draft Conditions of Contract that will include the limits tendered.

Insurance

C10. You must confirm the existence, scope and level of any relevant Public Liability insurance, Products Liability Insurance, and/or Property Damage Insurance held.

C11. You must provide details of any insurance provisions you intend to use to mitigate against the risks associated with the Heads of Loss.

C12. You must confirm that you have not included the cost of insurance for Indemnities offered by the Authority in your bid price.

Checklist for Tender Returns

C13. Mandatory returns for the Evaluation Criteria, as per requirements of Annex D to the D47:

Commercial (non-cost) Evaluation (Annex D – App 1 & 2):

DEFFORM47 Annex A

Form 1686, DEFFORMs 68, 528, 539A, and 711, as required

Statement Relating to Good Standing (if not submitted within the last 12 months, or if you have submitted within the last 12 months and your circumstances have changed), or reason why not required

Completed LOCL table (C8.) information, if proposing changes to any Heads of Loss

Evidence of Insurance – including confirmation that you have not included the cost of insurance for Indemnities offered by the Authority in your bid price.

Compliance Matrix (provided at Appendix 2 to Annex D of the D47) – Completion of Tables 1, 2 (if changes proposed), 3 and 4 (if changes proposed).

Any amended or proposed additional Annexes, with new wording highlighted (see Compliance Matrix).

Evidence of compliance against the “Low” Cyber Risk Profile.

Confirmation of acceptance of the material handling requirements, as directed in the Security Aspects Letter, held at **Annex K** to the Terms and Conditions.

Commercial (cost) Evaluation (Annex D – App 5):

Financial Response Template (FRT) (provided at Appendix 5 to Annex D of the D47)

Technical Performance Evaluation (Annex D – App 3):

FEPS-S Service Statement of Work (SoW) Compliance Matrix (provided at Appendix 3a to Annex D of the D47)

Carbon Reduction Plan (provided at Appendix 3b to Annex D of the D47)

Project Management Plan – Contract Document Requirement (CDR) 01-01, found in the Contract Document Requirement List (CDRL) at Annex D

Suitably Qualified and Experienced Personnel (SQEP) Register – CDR 01-02

Third Party Support – CDR 01-03

Project Schedule – CDR 01-08, with supporting Project Schedule narrative

Master Data Assumptions List – CDR 01-09

Risk and Opportunity Management Plan (ROMP) – CDR 01-10

Risk Register – CDR 01-11

Support Provisioning & Transformation Contract (SPTC) Interface Plan – CDR 01-15

Exit Management Plan – CDR 01-16

FEPS-S Demonstration Plan – CDR 02-01

Integrated Support Plan – CDR 03-01

Technical Documentation Management Plan (TDMP) – CDR 03-02

Maintenance Plan – CDR 03-04

Supply Support Plan (SSP) – CDR 03-05

Contract Logistics Support (CLS) Plan – CDR 04-01

Equipment and GFA Transition Plan – CDR 04-02

Quality Management Plan – CDR 05-01

An in-date and in-scope ISO 9001:2015 (or equivalent) certificate

Social Value Evaluation (Annex D – App 4)

Social Value Plan – CDR 01-14

C14. Final Tender Returns:

Your Final Tender Return (submitted following Part B of the Evaluation process, as at Annex D to this DEFFORM 47) must include the full suite of documents as identified at C13, with any changes from your initial Tender return being highlighted clearly.

You must also provide a list of which documents have been altered, with the relevant paragraph/page/element identified.

Section D – Tender Evaluation

D1. Annex D to the DEFFORM 47 details how your Tender will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria.

D2. Annex D to the DEFFORM 47 also provides further details on the negotiation process.

D3. The Tender Evaluation process can be summarised as the following;

- **Phase A**: Assessment of initial Tender
- **Phase B**: Negotiations
- **Phase C**: Assessment of Final Tender
- **Phase D**: Identification of Most Economically Advantageous Tender (MEAT)

D7. The tender evaluation schedule is as below (note: the following are indicative timescales for planning purposes only):

Activity	**Date**
Tender Submitted	12 October 2023
Phase A: Assessment of initial Tender	[INFORMATION REDACTED]
Phase B: Negotiations	[INFORMATION REDACTED]
Final Tender submitted	9 February 2024
Phase C: Assessment of Final Tender	[INFORMATION REDACTED]
Phase D: Identify MEAT	[INFORMATION REDACTED]
Assurance and Approval Process begins	[INFORMATION REDACTED]

Table 3: Evaluation schedule

D8. Full details of the Tender Evaluation Methodology are contained in the following documents:

a. DEFFORM 47 – Annex D – Evaluation Methodology
b. Commercial Evaluation: DEFFORM 47 – Annex D - Appendix 1
c. Compliance Matrix: DEFFORM 47 – Annex D - Appendix 2
d. Technical Performance Evaluation: DEFFORM 47 – Annex D - Appendix 3
e. Social Value Evaluation: DEFFORM 47 – Annex D - Appendix 4
f. Financial Response Template: DEFFORM 47 – Annex D - Appendix 5
g. Procedure and Standing Agenda for Negotiations: DEFFORM 47 – Annex D - Appendix 6

Section E - Instructions on Submitting Tenders

Submission of your Tender

E1. Your Tender and any ITN Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by **THURSDAY 12 OCTOBER 2023, 17:00 GMT**. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g., email, DVD) at [INFORMATION REDACTED] classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITN 704860450 - OI/00078 FEPS-S.

E2. Your priced Tender and priced ITN Documentation must only be submitted to the commercial envelope of the DSP ITN. You must ensure that there are no prices present in the technical or qualification (if applicable) envelopes of the DSP ITN. The Authority has the right to request, at its discretion, that any pricing information found in the technical or qualification (if applicable) envelopes is redacted in accordance with paragraph E3.

E3. The Authority may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the Authority or provide clarification after the Tender return date. For example, this may include, but is not limited to, redacting pricing information in the technical or qualification (if applicable) envelopes, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the DSP on how they can correct such irregularities which must be completed by the deadline set. The Authority will cross reference the amended Tender with the original Tender submitted to the DSP before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the Authority, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the Authority, this will result in a non-compliant bid.

E4. The DSP is accredited to [INFORMATION REDACTED]. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact [INFORMATION REDACTED] if you have a requirement to submit documents above [INFORMATION REDACTED]

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITN documentation into the DSP. You must contact [INFORMATION REDACTED] to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

E6. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to DSP with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications.

Lots

E7. This requirement has not been split into lots.

Variant Bids

E8. The Authority will not accept variant bids.

Samples

E9. Samples are not required.

Section F - Conditions of Tendering

F1. The issue of ITN Documentation or ITN Material is not a commitment by the Authority to place a Contract as a result of this competition or at a later stage. Neither does the issue of this ITN or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.

F2. The Authority reserves the right, but is not obliged to:

a. vary the terms of this ITN in accordance with applicable law;

b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;

c. visit your site;

d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITN;

e. disqualify any Tenderer that is guilty of misrepresentation in relation to their Tender, expression of interest, the dynamic PQQ or the tender process;

f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34;

g. withdraw this ITN at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;

h. re-issue this ITN on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014;

i. choose not to award any Contract as a result of the current tender process;

j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F3. The Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C3.

Conforming to the Law

F4. You must comply with all applicable 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 will 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 suspected or actual 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. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
- enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
- canvass the Authority or any employees or agents of the Authority in relation to this procurement; or
- attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have provided advice to the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential Conflict of Interest (COI) exists, arises or may arise or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime within [INFORMATION REDACTED] calendar days of notifying the Authority of the actual, potential or perceived COI. The proposal must be of a standard which, in the Authority's sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details listed at F9 a to g below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:

a. the 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 and/or non-disclosure agreements (e.g. DEFFORM 702);

f. the Authority's rights of audit; and

g. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no Conflicts of Interest exist between the Tenderer and their advisers, and the Authority and its advisers. Any Tenderer who fails to comply with the requirements described at paragraphs F7 to F10 (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

Government Furnished Assets

F11. Where the Authority provides Government Furnished Assets (GFA) in support of this procurement, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

Standstill Period

F12. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award a Contract to the successful Tenderer before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158 is sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

Publicity Announcements

F13. If you wish to make an announcement regarding this procurement, you must seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the named Commercial Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.

F14. Under no circumstances should you confirm to any Third Party the Authority's Contract award decision before the Authority's announcement of the award of Contract.

Sensitive Information

F15. 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.

F16. For these purposes, the Authority may share within Government any of the Tenderer's documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any Sensitive Information in the DEFFORM 539A and consent to these terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Sensitive Information in accordance with the provisions of this 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

F18. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you must attach the relevant information with the tender submission.

F19. Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete the Annex in full and attach relevant information where required.

Specific Conditions of Tendering

Applicability Of TUPE

F20. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is your responsibility to consider whether or not TUPE applies to this re-let and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this Invitation to Negotiate results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.

F21. If you have a contrary view to that of the Authority on the applicability of TUPE you are strongly encouraged to submit both a TUPE and non-TUPE tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non-TUPE tender will be considered, otherwise the tender conforming to the Authority's view will be considered.

TUPE Information Provided For Tendering Purposes

F22. TUPE information in respect of the current employees is provided at Annex B to this DEFFORM 47. This information may be updated prior to contract award in which event the short-listed tenderers will be given an opportunity to revise or confirm tendered prices

F23. The information detailed at Annex B has been obtained from the contractor currently undertaking this task. The accuracy and completeness of this information cannot be warranted by the Authority. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Negotiate. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.

Options

F24. The Authority requires option prices for:

a) Additional FEPS-S Service;

b) Additional FEPS-S Equipment;

c) FEPS-S Exit Service.

as identified within Annex Q – Options - to the Contract.

F25. You must provide prices against the options within the Financial Response Template (FRT) at Appendix 5 to Annex D of the DEFFORM 47. The option prices must be firm (not subject to variation) or fixed (relative to economic conditions during the period of delivery), as directed within the tables in the FRT, where fixed prices are subject to variation as provided for in Contract Condition 8.6 – Variation of Price.

F26. If your Tender is successful you will be expected to supply / provide those option requirements in Contract Condition 8.5 – Exercise of Options. The Authority will not waive any rights under the said Contract Condition.

F27. The Authority reserves the right to seek competitive tenders from other suppliers for the option requirement(s) detailed in Annex Q of the Contract.

Sustainable Procurement

F28. The Authority is very committed to achieving sustainable development goals through educating the supply chain, developing performance measures and sharing best practice. This is not a condition to working with the Authority now or in the future, nor part of the Contract. It is however a commitment on our part to encourage and support sustainable development and we are committed to working with you to this end. The Authority very much hopes that you share this commitment, and we will discuss sustainable development further with the successful Tenderer during the performance of any resultant Contract.

DEFFORM 47 Annex A - Edn 11/22

Ministry of Defence

Tender Submission Document (Offer) – Ref Number ITN – 704860450 - OI/00078

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 ITN Documentation and ITN Material, 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 Terms & Conditions or any amendments issued by the Authority shall apply.

Applicable Law	
I agree that any contract resulting from this procurement shall be subject to English Law	Yes / No
Total Value of Tender (excluding VAT)	
£..... WORDS……..	
UK Value Added Tax	
If registered for Value Added Tax purposes, 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 the 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**
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is yes, please complete and attach DEFFORM 528.	Yes* / No
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?	Yes* / No
Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & 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 a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?	Yes* / No / N/A
Have you completed Form 1686 for Sub-Contracts?	Yes* / No
Have you completed the compliance matrix / matrices?	Yes / No / N/A
Are you a Small Medium Sized 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 Sensitive Information form?	Yes* / No
If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract 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 or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly?	Yes* / No
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?	Yes / No / Not Required
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?	Yes / No / Not Required
Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITN?	Yes / No
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	

Tenderer's Declaration of Compliance with Competition Law

We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:

a) the offered price has not been divulged to any Third Party;
b) no arrangement has been made with any Third Party that they should refrain from tendering;
c) no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion;
d) no discussion with any Third Party has taken place concerning the details of either's proposed price; and
e) no arrangement has been made with any Third Party otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.

We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

We agree that the Authority may share the Contractor's information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government tender processes, including value for money and related purposes. We certify that we have identified any Sensitive Information in the Tenderer's Sensitive Information form (DEFFORM 539A).

Dated this ..... day of .....Year .....

Signature: .....

(Must be scanned 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:** **Tel. No:** **Registered Company No.:** **Dunn & Bradstreet No.:**

Appendix 1 to DEFFORM 47 Annex A (Offer) Edn 11/22

Information on Mandatory Declaration Returns

IPR Restrictions

1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.

2. In particular, you must identify:

a) any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
b) any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables;
c) the nature of any allegation referred to under sub-paragraph 2.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 2.b.

3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 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. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

Notification of Foreign Export Control Restrictions

5. 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.

6. 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:

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

a non-UK export licence, authorisation or exemption; or

a) 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 6 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.

7. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. 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.

8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.

9. 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 6.

10. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the Contract.

Import Duty

11. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.

12. For the purpose of this competition, for any deliverables not yet imported into the UK, 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.

13. 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 His Majesty's Revenue & Customs (HMRC) authorisations.

Cyber Risk

14. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of '**Low**'. The Risk Assessment Reference is **RAR-170449397**. Tenderers are required to complete the Supplier Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Implementation Plan as appropriate.

Sub-contracts Form 1686

16. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at [INFORMATION REDACTED] with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. 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. Form 1686 and further guidance can be found in the Cabinet Office's Contractual Process.

Small and Medium Enterprises

16. The Authority is committed to supporting the Government's Small and Medium-sized Enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of the Authority's spending should be spent with SMEs by 2022; 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.

17. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their Sub-Contractors are encouraged to make their own commitment and register with the https://www.smallbusinesscommissioner.gov.uk/ppc/.

18. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policies and our SME Action Plan can be found at Gov.UK and the DSP.

19. The opportunity also exists for Tenderers to advertise any Sub-Contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: https://www.gov.uk/guidance/subcontract-advertising. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrclSSM-Suppliers@mod.gov.uk.

Transparency, Freedom of Information and Environmental Information Regulations

20. The Authority shall publish notification of the Contract and publish Contract documents where required following a request 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.

21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's Transparency Principles and in accordance with the provisions of DEFCON 539.

22. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2004 ("the EIR").

23. You must complete the attached Tenderer's Sensitive Information form (DEFFORM 539A) explaining which parts of your Tender you consider to be Sensitive Information (as defined in DEFCON 539). This includes providing a named individual who can be contacted with regard to FOIA and EIR.

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

Electronic Purchasing

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

Change of Circumstances

26. In accordance with paragraph A31, if your circumstances have changed, please select 'Yes' to the appropriate question on DEFFORM 47 Annex A and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

27. The Authority is required to report any items that use asbestos, that are hazardous, or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

Defence Safety Authority (DSA) Requirements

28. There are no DSA Requirements.

Bank or Parent Company Guarantee

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