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|  | |  | | |  |
| **Mrs Carly Williams** | |  |
| Commercial Manager | |  |
|  | |  |
| Defence Equipment and Support  CBRN Delivery Team  Yew 3a #1342  MOD, Bristol, BS34 8JH  Tel: +443001693679 | |  |
| Email: Carly.Williams713@mod.gov.uk | |
|  | |  | |  |  |
|  | | |  |  |  |
|  | Our Reference:  CBRN/00287 |
|  |
|  | Date:  8 December 2021 |
|  |  |
|  |  | |  |  |  |

Dear Madam/Sir,

**Invitation to Negotiate (ITN) Reference No. CBRN/00287**

**DSP Project Reference: 701579491**

1. You are invited to tender for ‘Support to Chemical Sense Training Equipment (CSTE)’ in competition in accordance with the attached documentation.
2. The full scope of the requirement is detailed in the attached documentation.
3. The anticipated date for the contract award decision is the 14th March 2022, please note that this is an indicative date and may change.
4. You must submit your Tender to the Defence Sourcing Panel by 10am, 24th January 2022.

Yours sincerely,

Mrs Carly Williams

Commercial Manager

**Invitation to Negotiate CBRN/00287**

**for**

## Support to Chemical Sense Training Equipment (CSTE)

## 

## Contents

This Invitation to Tender 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 4
  + Section B – Key Tendering Activities Page 9
  + Section C – Instructions on Preparing Tenders Page 11
  + Section D – Tender Evaluation Page 12
  + Section E – Instructions on Submitting Tenders Page 13
  + Section F – Conditions of Tendering Page 16
  + DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1
    - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
  + DEFFORM 47 Annex B – Statement Relating to Good Standing
  + DEFFORM 47 Annex C – Commercial Compliance Matrix
  + DEFFORM 47 Annex D – Tender Evaluation Document
* Contract Documents as follows:

Contract Terms and Conditions (including relevant DEFCONS)

**Contract Schedules**

Schedule 1 – Definitions of Contract

Schedule 2 – Schedule of Requirements

Schedule 3 – Contract Data Sheet

Schedule 4 – Contract Change Procedure

Schedule 5 - Contractor’s Commercially Sensitive Information Form

Schedule 6 – Hazardous Contractor Deliverables, Materials or Substances

Schedule 7 – Timber and Wood-Derived Products

Schedule 8 – Acceptance Procedure

**Contract Annexes**

Annex A – Statement of Work (SOW)

Annex B – Quality Standards

Annex C – KPIs

Annex D1 – Man Day Rates

Annex D2 – Survey Prices

Annex D3 – Consumable Spares

Annex E1 – Tasking Form (TAF)

Annex E2 – List of Agreed TAFS

Annex F1 – Gainshare Framework

Annex F2 – Gainshare Proposal Form

Annex G – Payment Plan

Annex H - DEFFORM 129J

Annex I – Security Aspect Letter (SAL)

Annex J – Design Rights and Patents (Sub-Contractor Agreement)

Annex K – Change Configuration Control

Annex L – Government Furnished Assets (GFA)

Appendix 1 to Annex L – Government Furnished Information (GFI)

Annex M – Key Representatives

Annex N – LCST Supplier Manual

Annex O – Record of Amendments

## Section A – Introduction

**DEFFORM 47 Definitions**

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

1. “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.
2. “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.
3. “Conditions of Tendering” means the conditions set out in this DEFFORM 47 that govern the competition.
4. 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.
5. “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.
6. “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.
7. “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.
8. “Cyber Security Model” means the model defined in DEFCON 658.
9. “Defence Sourcing Portal” means the electronic platform in which Tenders are submitted to the Authority.
10. “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.
11. “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.
12. “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.
13. “Schedule of Requirements” (Schedule 2 in Standardised Contracting Template 2 (SC2) 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.
14. The “Statement of Work” (Annex A to the Draft Contract) means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.
15. 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.
16. 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.
17. A “Tender” is the offer that you are making to the Authority.
18. “Tenderer” means the economic operator submitting a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.
19. 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**

1. 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:
   1. timetable for the next stages of the procurement;
   2. instructions, conditions and processes that governs this competition;
   3. information you must include in your Tender and the required format;
   4. administrative arrangements for the receipt and evaluation of Tenders;
   5. criteria and methodology for the evaluation of Tenders; and
   6. Contract Terms & Conditions.
2. The sections in this ITN and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.
3. This requirement was advertised by the Authority in the Defence Sourcing Portal dated 13 September 2021 under the following Project reference 701579491.
4. This ITN is subject to the Defence and Security Public Contracts Regulations 2011.
5. This ITN has been issued to all potential Tenderers chosen during the Tender selection stage under the competitive negotiated procedure.
6. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the DSP.
7. Funding is due to be approved in February/March 2022 for this requirement.

### ITN Documentation and ITN Material

1. 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:
   1. take responsibility for the safe custody of the ITN Documentation and ITN Material and for all loss and damage sustained to it while in your care;
   2. not copy or disclose the ITN 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 ITN;
   3. seek written approval from the Authority if you need to provide access to any ITN Documentation or ITN Material to any Third Party;
   4. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A27.c, which as 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 ITN Documentation, 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;
   6. inform the named Commercial Officer if you decide not to submit a Tender;
   7. 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
   8. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITN Documentation and ITN Material marked ‘OFFICIAL-SENSITIVE’ or ‘SECRET’.
2. 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

1. 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

1. 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

1. You must inform the Authority in writing as soon as you become aware of:
   1. 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;
   2. 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
   3. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and
   4. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:
   5. the form of legal arrangement by which the Consortium Arrangement will be structured;
   6. the identity of Consortium Arrangement or Sub-Contracting Arrangement;
   7. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and
   8. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.
2. 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.
3. 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.
4. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of its responses to the PQQ if:
   1. it fails to re-submit to the Authority the updated relevant section of its 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 10 business days following request from the Authority; or
   2. 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 Conditions

1. 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 [Knowledge in Defence (KID)](https://www.gov.uk/guidance/knowledge-in-defence-kid) website.
2. Standardised Contract 2 (SC2) conditions are attached.

**Other Information**

1. The Armed Forces Covenant
   1. 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.
   2. The Covenant is based on two principles:
2. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
3. 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.

* 1. [The Armed Forces Covenant](https://www.gov.uk/defence-and-armed-forces/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.
  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 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](mailto:employerrelations@rfca.mod.uk)

Address: Defence Relationship Management

Ministry of Defence

Holderness House

51-61 Clifton Street

London

EC2A 4EY

* 1. Paragraph 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 evaluation, Contract award procedure or any resulting Contract. However, the Authority very much hopes you will want to provide your support.

### Intellectual Property Rights (IPR)

1. DEFCON 703 (Intellectual Property Rights – Vesting in the Authority) has been included within the Terms and Conditions as the appropriate DEFCON for this requirement. If the Tenderer is able to provide evidence and supporting information that you have obtained previous rights through an earlier requirement associated with Chemical Sense Training Equipment (CSTE) please include this detail within your Tender response. If the Tenderer can provide evidence that other DEFCONs are more appropriate based on previous requirements these DEFCON’s will be considered. This is the only consideration which the Authority will apply, unless supporting evidence can be provided DEFCON 703 is non-negotiable.

**Please note:** If you have any background IP please include this within your Tender response.

**Tender Pricing Submission**

A39. Prices for this requirement for Years 1-2 and the option (Year 3) shall be Firm Ex VAT. Within your Tender response you are required to populate the Schedule of Requirements (Schedule 2 of SC2) with your Prices for Item 1 (Core) and Item 5 (Option Year Core).

Limits of Liability will be applied for tasking and these limits will be populated by the Authority at Contract Award.

A40. Tenderers are required to populate prices for the total duration of the Contract within Annexes as detailed below:

* Annex D1 – Man-day rates
* Annex D2 – Survey Prices
* Annex D3 – Consumable Spares  
    
  These populated Annexes will form agreed prices for the duration of the Contract including the Option Year.
* It is understood that some prices for consumable spares may take longer than the tender return period and therefore please state which spares you were unable to provide a Firm Price for (although this is expected to be by exception). Consumable Spares can only be purchased by Demand through CP&F if a price has been agreed within Annex D3.
* The spares highlighted in yellow within Annex D3 (Quantity 12 spares) are the consumable spares most likely to be required during the contract period and therefore only these prices (for each year including the option year) will be used for the Tender Evaluation Process (as per Annex D to the DEFFORM 47). However, if the remaining priced spares seem excessive or higher in comparison to the other Tenders this will be queried during the negotiation process (if required).

A41. If upon receipt of Tender responses Man-day rates or prices for spares/surveys within Annexes D1, D2 and D3 appear higher than anticipated, or much higher in comparison to other Tender responses these Annexes may be negotiated before any offer of Contract can be made.

**Supply Chain**

A42. You are requested to include in your Tender details of a fully comprehensive supply chain. This shall include evidence of commitment from your detailed supply chain including OEMs. A Risk Assessment detailing the impact/mitigations are to be included.

Further to this the Authority requests additional information on subcontractors, this shall include detail of all Sub-Contractors, including any other Government Departments and agencies, intended to be used in support of the requirement. The details required are:

* Name of Sub-Contractor.
* What they will supply.
* Brief description of the work that they will undertake.
* ` Address of Sub-Contractor and location of where work would be carried out.
* Approximate Value of Order.

A43. Your attention is drawn to the requirements of Contract Condition 33 requiring notification of overseas expenditure. If no overseas orders are intended to be placed, you shall give a statement to this effect.  
  
A44. Should you be successful you will be required to confirm that the information provided remains the same after a contract is awarded.

**Software Licenses**

A.45. Software Licenses are essential for this requirement. As part of the Tender Evaluation Process Tenderers must provide evidence that applicable Software Licenses can be obtained to meet the requirement.

**Cyber Security**

A46. For the purposes of DEFCON 658 (Edn. 10/17), the Cyber Risk Profile for this requirement identified by the Cyber Risk Assessment is VERY LOW. In accordance with DEF STAN 05-138 Issue 2 (10/17), you are required to complete the Cyber Security Model (CSM) Supplier Assurance Questionnaire using the [Supplier Cyber Protection online tool](https://eur01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsuppliercyberprotection.service.xgov.uk%2Fdcpp&data=02%7C01%7CThomas.Mulcahy101%40mod.gov.uk%7C60b337c8e9b04a73f1a308d714c913ed%7Cbe7760ed5953484bae95d0a16dfa09e5%7C0%7C0%7C637000726180128810&sdata=idTC4BiE6b2cCjfn9wvO3%2F%2BQrCLUSPJ9u6hJwKyzUYk%3D&reserved=0). The Cyber Security Risk reference required to complete the CSM Supplier Assurance Questionnaire for this Contract is 986001463. A risk profile of VERY LOW also requires the supplier to maintain Cyber Essentials Scheme certification. For further information on how to achieve Cyber Essentials Scheme certification please visit <https://www.cyberessentials.ncsc.gov.uk/>. The link to complete the SAQ can be found [here,](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fforms.office.com%2FPages%2FResponsePage.aspx%3Fid%3D7WB3vlNZS0iuldChbfoJ5Tv4OR9pb0BHial1Ag-WKXVUOFk3Sk9SS0JDQ0FRWjhYNDhTVldHUDJaNy4u&data=04%7C01%7Cbenjamin.weaver102%40mod.gov.uk%7C349dcb1a5b38493c2c7708d993df157d%7Cbe7760ed5953484bae95d0a16dfa09e5%7C0%7C0%7C637703408730961593%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=qgZGo6xLqDifcs7C1Rkxe%2Boob7Nu5HaIwOBvFl6LtWk%3D&reserved=0)

A47. In exceptional circumstances, where compliance with the above is not possible by the tender submission date, you are required to submit a Cyber Implementation Plan (CIP) in your tender documentation. The CIP allows you to set out the steps you commit to taking to achieve compliance together with a timeframe for achievement (must be compliant by Contract Award). It should include detail on the current level of compliance, the planned measures to achieve compliance or the proposed mitigations for consideration. An indicative template can be found at Annex B to DEF STAN 05-138 which can be accessed at <https://www.gov.uk/government/publications/cyber-security-for-defence-suppliers-def-stan-05-138>.

A48. Further information on Cyber can be found on the [Defence Cyber Protection Partnership](https://eur01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Fcollections%2Fdefence-cyber-protection-partnership&data=02%7C01%7CThomas.Mulcahy101%40mod.gov.uk%7C60b337c8e9b04a73f1a308d714c913ed%7Cbe7760ed5953484bae95d0a16dfa09e5%7C0%7C0%7C637000726180138806&sdata=yE%2FPuUmF8q6vCuW%2FsIHRFrBs1TftagiXWMM%2BYTmynDw%3D&reserved=0) Gov.UK website

## 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 Tenderers’ Conference | N/A | The Authority | All Tenderers |
| Date for confirmation of attendance at Tenderers’ Conference | N/A | Tenderers |  |
| Final date for Clarification Questions/Requests for additional information | 12 January 22 | Tenderers | Defence Sourcing Portal |
| The Authority issues Final Clarification Answers | 17 January 22 | The Authority | All Tenderers |
| Tender Return | 24 January 22 - 10am | Tenderers | Defence Sourcing Portal |
| Tender Evaluation | February 22 | The Authority | N/A |
| Negotiations | March 22 (if required) | The Authority | N/A |
| Reverse Auction | N/A | The Authority | N/A |
| Trials/Testing | N/A | The Authority | N/A |

**Notes**

**Tenderers Conference**

B1. A Tenderers Conference is not being held.

**Clarification Questions**

B2. The Authority will automatically 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 Annex D of this ITN (DEFFORM 47).

## Section C - Instructions on Preparing Tenders

### Construction of Tenders

1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm . A price breakdown is not required in the Tender.
2. To assist the Authority’s evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

**Validity**

1. Your Tender must be valid and open for acceptance for 90 calendar days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) 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 fourteen (14) calendar days after any legal proceedings have concluded.

## Section D – Tender Evaluation

1. Annex D to the DEFFORM 47 details how your Tender will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria.
2. To assist the Authority with evaluation your Tender response shall follow the format below:

Responses to Technical Questions (Part 1) (Including all Reports/Plans in association with the Technical Questions) shall be answered directly through the DSP.

Responses to Social Value Questions (Part 2) shall be answered directly through the DSP.

The Following Documents shall be submitted as attachments:

**Section A** – Completed Commercial Compliance Matrix

**Section B** – Completed Schedule of Requirements (SC2)

Completed Pricing Annexes D1, D2 and D3

Completed Statement of Good Standing (if required please refer to A31 of DEF 47)

Completed DEF 47 Offer

Completed Annex G – Payment Plan

Completed Annex M - Key Representatives

Completed Schedules 5, 6 and 7

Completed Design Rights and Patents (Sub-Contractors Agreement) (if required)

Completed DEFFORM 528 (if required)

**Section C** – Statements confirming compliance with:

Tender Validity for 90 days.

CP&F compliance

Compliance with Security Aspects Letter

Compliance with Cyber Security

Details of Supply Chain

Confirmation of Intellectual Property Rights (IPR)

## Section E – Instructions on Submitting Tenders

### Submission of your Tender

1. Your Tender and any ITN Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by Monday 24 January at 10am. 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 OFFICIAL SENSITIVE 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 CBRN/00287 - Project 701579491.
2. You must provide via the DSP one priced copy of your Tender and one unpriced copy. Both copies should be clearly labelled and easily identifiable. You must ensure that there are no prices present in your unpriced copy. The Authority has the right to request, at its discretion, that any pricing information found in the unpriced copy is redacted in accordance with paragraph E3.
3. 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 unpriced copy of the tender, 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.
4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact Carly Williams via email (carly.williams713@mod.gov.uk) if you have a requirement to submit documents above OFFICIAL SENSITIVE.
5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact Carly Williams via email ([carly.williams713@mod.gov.uk](mailto:carly.williams713@mod.gov.uk)) 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.
6. 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

1. This requirement has not been split into lots.

### Variant Bids

1. The Authority will not accept variant bids.

**Samples**

1. Samples are not required.

## Section F – Conditions of Tendering

* 1. 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.
  2. The Authority reserves the right, but is not obliged to:

1. vary the terms of this ITN in accordance with applicable law;
2. 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;
3. visit your site;
4. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITN;
5. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic PQQ or the tender process;
6. 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;
7. 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;
8. 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;
9. choose not to award any Contract as a result of the current tender process;
10. 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.
    1. 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 C3.

### Conforming to the Law

* 1. You must comply with all applicable UK legislation and any equivalent legislation in a third state.
  2. 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

* 1. 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

* 1. 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.
  1. Where you have advised 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 or arises at any point before the Contract award decision, you must notify the Authority immediately.
  2. Where an actual or potential COI exists or arises, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual or potential 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 in 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:

1. the manner of operation and management;
2. roles and responsibilities;
3. standards for integrity and fair dealing;
4. levels of access to and protection of competitors’ sensitive information and Government Furnished Information;
5. confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);
6. the Authority’s rights of audit; and
7. physical and managerial separation.
   1. Tenderers are ultimately responsible for ensuring that no COI exist between the Tenderer and its advisers, and the Authority and its advisers. Any Tenderer who fails to comply with this requirement (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**

* 1. 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 the GFA from the named Commercial Officer.

**Standstill Period**

* 1. 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 158s are sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

### Publicity Announcement

* 1. 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.
  2. 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

* 1. 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.
  2. For these purposes, the Authority may share within Government any of the Tenderers’ 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 material in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.
  3. 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 Commercially Sensitive Information in accordance with the provisions of this ITT) 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

* 1. 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 attach the relevant information with the tender submission.
  2. 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

**Options**

F20. The Authority requires option prices for Year 3. You must provide prices against the options. The option prices must be firm prices not subject to variation as provided for in Contract Condition 46.7. If your Tender is successful, you will be expected to provide that option requirement(s) in Contract Condition 46.7. The Authority will not waive any rights under the said Contract Condition. The Authority reserves the right to seek competitive Tenders for the option requirement(s) detailed in Contract Condition 46.7.

**Sustainable Development**

F21. 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 09/21

**Ministry of Defence**

# Tender Submission Document (Offer) – CBRN/00287

**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 and ITT 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.

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| --- | --- | --- | --- | --- | --- | --- |
| **Applicable Law** | | | | | | |
| I agree that any contract resulting from this competition 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, 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** | | |
| 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? | | | | Yes\* / No | | |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528. | | | | 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 / Not Required | | |
| 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 Commercially 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 | | |
| 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 | | |
| 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, 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 tender processes, including value for money and related purposes. We certify that we have identified any sensitive material in the Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A). | | | | | | |
| **Dated this.................. day of ................................................................... Year ........................** | | | | | | |
| **Signature: In the capacity of**  **.......................................................................................................**  (Must be scanned 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 08/21**

## Information on Mandatory Declarations

### 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 paragraph 3 below, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority’s ability to use or disclose the Contractor Deliverable, including export restrictions. In particular, you must identify:
3. 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;
4. 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;
5. 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;
6. 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.
7. 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.
8. If you have previously provided information under paragraphs 2 and 3 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:

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

1. a non-UK export licence, authorisation or exemption; or
2. any other related transfer control that restricts or will restrict end use, end user, re- transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 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.

1. 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.
2. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.
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 6.
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 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

1. United Kingdom (UK) 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 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.
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 & Customs (HMRC) authorisations.

### Cyber Risk

1. Please refer to Section A above for Cyber Security.

### Sub-Contracts Form 1686

1. [Form 1686](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf) (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE 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](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf).

### Small and Medium Enterprises

1. 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.
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 Sub-Contractors are encouraged to make their own commitment and register with the [Prompt Payment Code](https://www.smallbusinesscommissioner.gov.uk/ppc/).
3. 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](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement) and the DSP.
4. 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 Information and Environmental Information Regulations

1. 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.
2. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government’s [Transparency Principles](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/996599/2021-06-22_Transparency_Principles_-final__3_.pdf) and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 12.
3. 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”).
4. You must complete the attached Tenderer’s Commercially Sensitive Information Form (SC2 Schedule 5) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.
5. 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 (CP&F)](https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system) 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

1. 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

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’ to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

**Defence Safety Authority (DSA) Requirements**

1. There are no DSA Requirements.

**Bank or Parent Company Guarantee**

1. You will be informed whether you are required to provide a Bank or Parent Company Guarantee. In the event that you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.

## DEFFORM 47 Annex B

**The Statement Relating To Good Standing**

**Contract Title:** Support to Chem Sense Training Equipment (CSTE)

**Contract Number:** CBRN/00287

1. We confirm, to the best of our knowledge and belief, that *(Insert Company Name)* including its directors or any other person who has powers of representation, decision or control of *(Insert Company Name)* has not been convicted of any of the following offences:
2. conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
3. involvement in serious organised crime or directing serious organised crime within the meaning of section28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
4. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906\*;
5. the offence of bribery;
6. bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;
7. bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
8. money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007\*;
9. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA\*;
10. an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
11. in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);
12. any other offence within the meaning of Article 39(1)(a), (b), (d), or (e) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any part of the United Kingdom or Gibraltar.

\* including amendments to the legislation

1. *(Insert Company Name)* further confirms to the best of our knowledge and belief that it:
2. being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
3. being a partnership constituted under Scots law, has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
4. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is not the subject of similar procedures under the law of any other state;
5. has not been convicted of a criminal offence relating to the conduct of its business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;
6. has not committed an act of grave misconduct in the course of its business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;
7. has not been told by a contracting authority, that the Potential Provider does not to possess the reliability necessary to exclude risks to the security of the United Kingdom\*;
8. has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or Gibraltar;
9. has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or Gibraltar.

\* Please note that under the DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

|  |  |
| --- | --- |
| I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information. | |
| **Organisation’s name** |  |
| **Signed**  **(By Director of the Organisation or equivalent)** |  |
| **Name** |  |
| **Position** |  |
| **Date** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Annex C – Commercial Compliance Matrix** | | | |
| Commercial evaluators will assess compliance against the matrix below. Tenderers are required to complete the Commercial Compliance Matrix; detailing only “Compliant” or “Non-Compliant”. Tenderers are reminded that the Authority reserves the right to reject any Tender that is not fully compliant with all the Terms and Conditions including the Contract Schedules and Annexes. | | | |
| **Condition** | **Fully compliant (State "Fully-compliant")** | **Non-compliant (State "Non-compliant")** | **Comments** |
| **T&Cs - General Conditions** |  |  |  |
| 1. General |  |  |  |
| 2. Duration of Contract |  |  |  |
| 3. Entire Agreement |  |  |  |
| 4. Governing Law |  |  |  |
| 5. Precedence |  |  |  |
| 6. Formal Amendments to the Contract |  |  |  |
| Changes to the Specification |  |  |  |
| 7. Authority Representatives |  |  |  |
| 8. Severability |  |  |  |
| 9. Waiver |  |  |  |
| 10. Assignment of Contract |  |  |  |
| 11. Third Party Rights |  |  |  |
| 12. Transparency |  |  |  |
| 13. Disclosure of Information |  |  |  |
| 14. Publicity and Communications with the Media |  |  |  |
| 15. Change of Control of Contractor |  |  |  |
| 16. Environmental Requirements |  |  |  |
| 17. Contractor's Records |  |  |  |
| 18. Notices |  |  |  |
| 19. Progress Monitoring, Meetings and Reports |  |  |  |
| **T&Cs - Supply of Contractor Deliverables and Quality Assurance** |  |  |  |
| 20. Supply of Contractor Deliverables and Quality Assurance |  |  |  |
| 21. Marking of Contractor Deliverables |  |  |  |
| 22. Packaging and Labelling (excluding Contractor Deliverables containing Munitions) |  |  |  |
| 23. Supply of Data for Hazardous Material or Substance in Contractor Deliverables |  |  |  |
| 24. Timber and Wood-Derived Products |  |  |  |
| 25. Certificate of Conformity |  |  |  |
| 26. Access to Contractor' Premises |  |  |  |
| 27. Delivery / Collection |  |  |  |
| 28. Acceptance |  |  |  |
| 29. Rejection |  |  |  |
| Counterfeit Materiel |  |  |  |
| 30. Diversion Orders |  |  |  |
| 31. Self-to-Self Delivery |  |  |  |
| **T&Cs - Licences and Intellectual Property** |  |  |  |
| 32. Import and Export Licences |  |  |  |
| 33. Third Party Intellectual Property - Rights and Restrictions |  |  |  |
| **T&Cs - Pricing and Payment** |  |  |  |
| 34. Contract Price |  |  |  |
| 35. Payment and Recovery of Sums Due |  |  |  |
| 36. Value Added Tax |  |  |  |
| 37. Debt Factoring |  |  |  |
| 38. Subcontracting and Prompt Payment |  |  |  |
| **T&Cs - Termination** |  |  |  |
| 39. Dispute Resolution |  |  |  |
| 40. Termination for Insolvency or Corrupt Gifts |  |  |  |
| 41. Termination for Convenience |  |  |  |
| 42. Material Breach |  |  |  |
| 43. Consequences of Termination |  |  |  |
| **T&Cs - Additional Conditions** |  |  |  |
| 44. Project specific DEFCONs and DEFCON SC variants that apply to this contract |  |  |  |
| DEFCON 76 SC2 (Edn 06/21) - Contractor's Personnel at Government Establishments |  |  |  |
| DEFCON 532A SC2 (Edn 08/20) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority) |  |  |  |
| DEFCON 611 SC2 (Edn 02/16) - Issued Property |  |  |  |
| DEFCON 624 SC2 (Edn  11/17) - Use of Asbestos |  |  |  |
| DEFCON 637 (Edn 05/17) - Defect Investigation and Liability |  |  |  |
| DEFCON 658 SC2 (Edn  09/21) - Cyber |  |  |  |
| DEFCON 660 (Edn 12/15) - Official-Sensitive Security  Requirements |  |  |  |
| DEFCON 694 SC2 (Edn  07/21) - Accounting For Property of the Authority |  |  |  |
| DEFCON 703 (Edn 06/21) - Intellectual Property Rights – Vesting In the Authority |  |  |  |
| 45. Special Conditions that apply to the Contract |  |  |  |
| 45.1 Sustainable Procurement |  |  |  |
| 45.2 Safety and Environment |  |  |  |
| 45.3 Independent Safety Advisor |  |  |  |
| 45.4 Exit Strategy |  |  |  |
| 45.5 Contractors Representation |  |  |  |
| 45.6 Limitations on Liability |  |  |  |
| 45.7 Covid 19 – Extension of Time |  |  |  |
| 45.8 Interchangeability |  |  |  |
| 46. Processes that apply to the Contract |  |  |  |
| 46.1 SOR – Item 1 Core Services |  |  |  |
| 46.2 SOR – Item 2 Survey and Repairs |  |  |  |
| 46.3 SOR – Item 3 Consumable Spares |  |  |  |
| 46.4 SOR – Item 4 PDS and Ad-Hoc Tasks |  |  |  |
| 46.5 TAF Process |  |  |  |
| 46.6 SOR Limit of Liability |  |  |  |
| 46.7 Exercise of Options |  |  |  |
| 46.8 Delivery |  |  |  |
| 46.9 Gainshare Framework |  |  |  |
| 46.10 Contractor Performance Measurement and Incentivisation |  |  |  |
| 46.11 Obsolescence Management |  |  |  |
| **Contract Schedules** |  |  |  |
| Schedule 1: Definitions of Contract |  |  |  |
| Annex A to Schedule 1: Additional Definitions of Contract i.a.w. conditions 44 - 46 (Additional Conditions) |  |  |  |
| Schedule 2: Schedule of Requirements |  |  |  |
| Schedule 3: Contract Data Sheet |  |  |  |
| Annex A to Schedule 3: DEFFORM 111 |  |  |  |
| Schedule 4: Contract Change Control Procedure |  |  |  |
| Schedule 5: Contractor’s Commercially Sensitive Information Form |  |  |  |
| Schedule 6: Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract |  |  |  |
| Schedule 7: Timber and Wood-Derived Products Supplied under the Contract |  |  |  |
| Schedule 8: Acceptance Procedure |  |  |  |
| **Annexes to Contract No: CBRN/00287** |  |  |  |
| Annex A: Statement of Work |  |  |  |
| Annex B: Table of Standards |  |  |  |
| Annex C: Key Performance Indicators (KPIs) |  |  |  |
| Annex D1: Manday Rates |  |  |  |
| Annex D2: Survey Prices |  |  |  |
| Annex D3: Consumable Spares |  |  |  |
| Annex E1: Tasking Approval Form (TAF) |  |  |  |
| Annex E2: List of Agreed Tasks |  |  |  |
| Annex F1: Gainshare Framework |  |  |  |
| Annex F2: Gainshare Change Proposal Form |  |  |  |
| Annex G: Payment Plan |  |  |  |
| Annex H: DEFFORM 129J |  |  |  |
| Annex I: Security Aspects Letter |  |  |  |
| Annex J: Design Rights and Patents (Sub Contractors Agreement) |  |  |  |
| Annex K: Change Configuration Control |  |  |  |
| Annex L: List of Government Furnished Assets (GFX) |  |  |  |
| Appendix 1 to Annex L – Government Furnished Information |  |  |  |
| Annex M: Key Representatives |  |  |  |
| Annex N: LCST Manual |  |  |  |
| Annex O – Record of Amendments |  |  |  |

**Annex D – Tender Marking Criteria**

Annex D to this Invitation to Negotiate is provided as separate document.