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To Address Line 1
To Address Line 2
To Address Line 3
To Address Line 4
Postcode
FAO

Your Reference:
LSBU7/0191

Our Reference:
LSBU7/0191

Date:

Dear Sir/Madam

Invitation To Tender (ITT) Reference No.LSBU7/0191

1. You are invited to tender Aircraft Component Test Equipment in competition in accordance with the attached documentation.
2. The requirement is for Repairs, Calibration, Maintenance and Spares Supply for Aircraft Component Test Equipment.
3. Funding has been approved, the budget is a maximum of £422,100.00 over 4 years Ex Vat
4. The anticipated date for the contract award decision is 18/02/2017. Please note that this is an indicative date and may change.
5. You must submit your Tender to arrive no later than 14:00 on the 25/01/2017. You must attach the enclosed Tender Return Label at Appendix 2 to Annex A to the outer packaging of your Tender when you submit it to the Authority.

Yours faithfully

Alison Jones
Repair Team Sponsor, Contract Let
Babcock DSG acting as the Authority's agent

List of Suppliers Invited to Submit a Tender for ITT No. LSBU7/0191

Supplier Name	Supplier Address and Phone No	Supplier Point of Contact
Keysight Technologies UK Limited	The Calibration House Halesfield 7 Telford TF7 4QL	FAO: Kate Thompson katherine.thompson@keysight.com
MEL Aviation Ltd	Laurence Walter House Addison Road Sudbury Suffolk CO10 2YW	FAO: Stuart Hawkins Stuart.Hawkins@themelgroup.co.uk
Omega Engineering Services Limited	42 Central Way Cheltenham Trade Park Cheltenham GL51 8LX	FAO: Jamie Davies jamie.davies@omega-oes.co.uk

BABCOCK

**Invitation To Tender
For**

**Repairs, Calibration, Maintenance and Spares Supply
for Aircraft Component Test Equipment.**

LSBU7/0191

Contents

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Tender. The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
 - Section A – Introduction Page 3
 - Definitions
 - Purpose
 - ITT Documentation and ITT Material
 - Tender Expenses
 - Material Change of Control from Supplier Selection
 - Contract Conditions
 - Consultation with Credit Reference Agencies
 - Other Information
 - Section B – Key Activities Page 5
 - Section C – Instructions on Preparing Tenders Page 6
 - Tenders for Selected Contractor Deliverables
 - Construction of Tenders
 - Validity
 - Variant Bids
 - Section D – Tender Evaluation Page 7
 - Section E – Instructions on Submitting Tenders Page 12
 - Submission of your Tender
 - Samples
 - Section F – Conditions of Tendering Page 13
 - Conforming to the Law
 - Bid Rigging and Other Illegal Practices
 - Conflicts of Interest
 - Government Furnished Assets
 - Standstill Period
 - Publicity Announcement
 - Sensitive Information
 - Remedies for Breach of Contract
 - Reportable Requirements
 - Conditions of Tendering Specific to this Requirement
 - DEFFORM 47 Annex A – Tender Submission Document (Offer)
 - Appendix 1 to DEFFORM 47 Annex A
(Offer) Information on Mandatory Declarations
 - Terms and Conditions of Contract
- Tender Return Label (Appendix 2 to DEFFORM 47)
- Contract Terms and Conditions
- Schedule of Requirements – Schedule 2 of Terms and Conditions
- DEFFORM 111 – Schedule 4 of Terms and Conditions
- Statement of Work– Schedule 6 of Terms and Conditions
- Commercially Sensitive Information Form (DEFFORM 539A) - Schedule 7

Section A – Introduction

DEFFORM 47 Definitions

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

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

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

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

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

A6. “Schedule of Requirements” (Schedule 2) means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A7. The “Statement of Work” details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Work is attached at Schedule 6 to Terms and Conditions to this DEFFORM 47. This may include the System Requirements Document (SRD).

A8. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.

A9. “Contract Conditions” means the attached conditions that will govern any resultant contract.

A10. A “Third Party” is any person who is not an employee of the Tenderer as defined at A2.

Purpose

A11. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority’s requirement. This documentation explains and sets out the:

- a. tender process and timetable for the next stages of the procurement;
- b. instructions and conditions that govern this competition;
- c. information you must include in your Tender and the required format;
- d. administrative arrangements for the receipt and evaluation of Tenders; and
- e. Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.

A12. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A13. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage, listed on page 2 of this DEFFORM 47.

A14. The requirement was advertised by the Authority in Defence Contracts Online on 22 October 2014 with reference to the requirement for Repairs, Calibration, Maintenance and Spares supply for Aircraft Component Test Equipment following the Restricted Procedure under the Public Contracts Regulations 2015.

ITT Documentation and ITT Material

A15. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of

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

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

A16. Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A15 above.

Tender Expenses

A17. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

Material Change of Control from Supplier Selection

A18. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

Contract Conditions

A.19. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/guidance/acquisition-operating-framework>.

Consultation with Credit Reference Agencies

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

Section B – Key Tendering Activities

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

Stage	Date and Time	Initiated By	Submit to:
Final date for Clarification Questions / Requests for additional information	18 January 2017 23:59	Tenderers	Procurement Officer Jonathan.Bamford@babcockinternational.com
Final Date for Requests for Extension ²	15 January 2017 23:59	Tenderers	Procurement Officer Jonathan.Bamford@babcockinternational.com
The Authority issues Final Clarification Answers	20 January 2017 23:59	The Authority	All Tenderers
Tender Return	25 January 2017 14:00	Tenderers	The Tender Board, using TENDER RETURN LABEL
Tender Evaluation	30 January 2017	The Authority	Not Applicable
Negotiations ⁴	Not Applicable	The Authority	Not Applicable
Reverse Auction	Not Applicable	The Authority	Not Applicable
Trials / Testing	Not Applicable	The Authority	Not Applicable

Notes

1. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.

2. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

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

Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP. Prices must be Firm Price and detail any price breakdowns which must be included in the Tender,

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

Validity

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

Variant Bids

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

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

Section D – Tender Evaluation

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

The Tender Evaluation will be on the basis of:

Most Economically Advantageous Tender (MEAT)

Ratio: Technical 50
Price 50

This Tender will be evaluated using the MEAT method in terms of financial and technical elements. The two elements will be split 50/50.

This is a comparative score and the scoring method is worked out using a 50/50 ratio. The calculations and assessment criteria are further detailed below:

The optimum is the highest technical score and lowest price, this together would get the highest total score.

If you had the highest technical score and your price was double that of the lowest priced compliant Tender, this would receive a lower total score.

MANDATORY CRITERIA		
Returns completed in DEFFORM 47 Annex A (Offer)		Pass / Fail
1. Minimum Technical Requirements met		Pass / Fail
2. Commercial Compliance Matrix – in DEFFORM 47 (Mandatory)		Pass / Fail
Failure to meet the Mandatory Criteria will result in your Tender being non-compliant.		
Each individual criterion will have scoring mechanisms and weightings as follows:		
Confidence Rating	Score	
Full Confidence	100%	
Very Good Confidence	80%	
Satisfactory Confidence	40%	
Low Confidence	20%	
No answer/poor response	0%	
1. TECHNICAL		
<p>1.1 Configuration and Testing Demonstrate how the configuration of Article will be maintained to the correct level following repair, and that you have access or will obtain access to the necessary technical repair specifications and associated Bills of Material to support Articles under this requirement. Provide details of how the Articles will be tested both during and following repair (both static and dynamic as appropriate).</p>		
Total marks available for this question = 20 marks		
Weighting 20%		
16-20	Full Confidence	The bidder provides evidence to show that they have full access, or have obtained full access, to all drawings and technical specifications to be able to ensure that Articles are repaired to the

		<p>correct standard and configuration.</p> <p>The Bidder provides full details and supporting evidence (including completed test sheets) to show how the various Articles will be tested (both static and dynamic where appropriate) by the Bidder to ensure they meet the relevant specification.</p>
12-15	Very Good Confidence	<p>The Bidder provides evidence to show that they have access to the majority of drawings and technical specifications and that they are able to sub-contract to suitable organisations for the repair of other items where this information is not immediately available to them.</p> <p>The Bidder provides full details and supporting evidence (including comprehensively completed test sheets) to show how the various Articles will be tested (both static and dynamic where appropriate) by the Bidder to ensure they meet the relevant specification.</p>
8-11	Satisfactory Confidence	<p>The Bidder provides evidence to show that they have access to some technical information but are unable to demonstrate access for all required items or suitable sub-contractors.</p> <p>The Bidder fails to demonstrate, in detail, how all Articles will be tested to ensure they meet relevant specifications.</p>
4-8	Low Confidence	<p>The Bidder has failed to provide suitable evidence to show how the configuration of Articles will be maintained, or whether they have access to the necessary technical repair specifications.</p> <p>The Bidder failed to demonstrate how all Articles will be tested to ensure they meet relevant specifications.</p>
0-3	No Answer/Poor Confidence	<p>The Bidder has provided little or no evidence of configuration control and testing in relation to the repair of this equipment.</p>
<p>1.2.Turnaround Time Please provide a detailed estimate of the expected repair turnaround time for the repair of the Contract Deliverables. Turnaround time is defined as the time from first receipt of the Task Data Sheet (TDS) from Babcock to your premises until the point of contract on site has signed for the Article and an On-Site Maintenance Form Request Sheet (Annex L) sent to the Technical Manager.</p>		
<p>Total marks available for this question = 15</p>		
<p>Weighting 15%</p>		
13-15	Full Confidence	<p>The Bidder has provided a detailed estimate of expected repair turnaround times for Articles and the times offered are less than 79 business days for the majority of articles to be covered by the</p>

		resulting contract.
10-12	Very Good Confidence	The Bidder has provided a detailed estimate of expected turnaround time, which is between 80-100 business days for the majority of Articles to be covered by the resulting Contract.
7-9	Satisfactory Confidence	The Bidder has provided an estimate of expected repair turnaround time, which is between 101-120 business days for the majority of Articles to be covered by the resulting Contract.
3-6	Low confidence	The Bidder has provided an estimate of expected repair turnaround time, which is in excess of 120 business days for the majority of Articles to be covered by the resultant Contract.
0-2	No Answer/Poor response	The Bidder has failed to provide any details of expected turnaround times, or the information provided is considered insufficient.

{1.3} Compliance with Turnaround Times

Please demonstrate what processes & procedures are in place to ensure you turnaround times are achieved. You should include any provision available to manage unforeseen demands.

Total marks available for this question = 10

Weighting 10%

8-10	Full Confidence	The Bidder has demonstrated detailed contingency measures their expected turnaround times are achieved. The Bidder has provided examples of previous occasions where such measures have been applied. The Bidder has also provided suggestions or alternative support solutions to the standard repair solution, which, if implemented, could be of benefit
5-7	Very Good Confidence	The Bidder has clearly demonstrated detailed contingency measures to ensure their expected turnaround times are achieved. They have provided examples of previous occasions where such measures have been applied.
3-4	Satisfactory Confidence	The Bidder has provided details of the measures they will take to ensure their expected turnaround times are achieved and provided examples of previous occasions where such measures have been applied.
1-2	Low confidence	The Bidder has provided details of the measures they will take to ensure their expected turnaround times are delivered.
0-1	No Answer/Poor Response	The Bidder has failed to identify measures to ensure compliance with the suggested turnaround times.

1.4 Maintenance of Technical Documents

Describe how you will ensure that you will hold and maintain the designated technical documentation in a secure location.

Total marks available for this question = 5

Weighting 5%

5	Full Confidence	The Bidder has demonstrated detailed understanding of how they will hold the technical documents as well as outlining a detailed strategy as to how they will carry out the maintenance of the documents, in line with the turnaround times stated on the Task Data Sheet. They have provided examples of previous occasions where they have held and maintained technical documentation. The Bidder has also outlined their ability to review the documents and suggested possible areas of improvement to further support the Authority.
4	Very Good Confidence	The Bidder has demonstrated a clear understanding of how they will securely hold the technical documents, in addition to outlining a strategy as to how they will carry out the maintenance of the documents in line with the turnaround time stated on the Task Data Sheet. The Bidder will also provide examples of previous occasions where they have held and maintained technical documentation.
3	Satisfactory Confidence	The Bidder has demonstrated an understanding of how they will securely hold the technical documents, as well as outlining a limited strategy as to how they will carry out the maintenance of the documents in line with the turnaround time stated on the Task Data Sheet.
2	Low Confidence	The Bidder has demonstrated a limited understanding of how they will securely hold the technical documents.
1	No Answer/Poor Response	The Bidder failed to identify measures to ensure that there was an understanding of how they will securely hold the technical documents.

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

You must ensure firm prices are given for repair and packaging and delivery as specified in Annex A at Schedule 2 of Terms and Conditions and Schedule 15 of Terms and Conditiond of contract.

In the event of two or more Tenders being awarded the same total the Authority shall choose the Tender with the lowest price.

The pricing element of this tender will be scored using the pricing supplied from the potential providers.

Total Available Marks for Pricing 50%

Pricing Score = Total Available Marks x

$$\frac{\text{Lowest Priced Technically and Commercially Compliant Tender Suppliers Tender Price}}{\text{Total Available Marks for Pricing 50\%}}$$

Below is an *example calculation*:-

$$\begin{aligned}
 &= 50 \times \left[\frac{\text{Lowest Priced Technically and Commercially Compliant Tender}}{\text{Suppliers Tender Price (£1,356.721)}} \right] \\
 &= 50 \times 0.877 \\
 &= 43.84 \text{ (43.8 rounded to one decimal place)}
 \end{aligned}$$

Following the technical evaluation, the score will be added to the score achieved for price to provide a total overall score for each bid and the Contract will be awarded to the tenderer with the highest score.

In the event that more than one bidder achieves the same score, the Contract will be awarded to the tender with the lowest price providing it meets the minimum technical score.

Babcock DSG Limited reserves the right to exclude any bidder who scores a concern on any question and also reserves the right to exclude any bidder who has not provided a price for all of the elements in the Schedule of Requirements at Annex A of Schedule 2 to the Contract.

In the event of two or more Tenders being awarded the same total the Authority shall choose the Tender with the lowest price.

Tender Evaluation Tool

N/A

Section E – Instructions on Submitting Tenders

Submission of your Tender

E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserve the right to reject any Tender received after the stated date and time. You must provide one priced paper copy and one priced CD copy of your Tender. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.

E2. You must include the electronic copy/ies of the Tender with the associated paper copies only. You must label CDs containing electronic copies of the Tender with “Includes Prices” or “Unpriced”. The electronic copies of the Tenders must be compatible with Microsoft Office Word 2010 and other MS Office 2010 applications. If you, password protect or encrypt any information on CDs containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.

E3. You must complete and include DEFFORM 47 Annex A (Offer) with your tender with your Tender. Where you select ‘Yes’ to any questions you must attach the relevant information.

E4. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your priced Tender.

E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.

E6. You must attach the enclosed Tender Return Label to the outer packaging of each envelope or box that contains your Tender.

E7. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.

E8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

E9. You must ensure you complete and return;

- Annex A at DEFFORM 47
- Annex A at Schedule 2 of the Terms and Conditions
- Schedule 7 DEFFORM 539A
- Schedule 12 (If applicable)
- Schedule 15 at the Terms and Conditions
- Statement of Good Standing (SOGS)

Samples

E10. Samples are not Required

Section F – Conditions of Tendering

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

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

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

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

Conforming to the Law

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

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

Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline
0800 161 3665 (UK) or+44 1371 85 4881 (Overseas)

Conflicts of Interest

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

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

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

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

Government Furnished Assets

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for that GFA from the named Commercial Officer. It is anticipated that the storage of Authority owned items will reduce over the period of the Contract; therefore the cost to store should reduce proportionally.

Standstill Period

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

Publicity Announcement

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

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

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

Sensitive Information

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

F15. For these purposes, the Authority may share within Government any of the Contractor's documentation / information (including any that the Contractor considers to be confidential and / or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (Schedule 7) and consent to these terms as part of the competition process. This allows the MOD to share information with other Government departments while complying with our obligations to maintain confidentiality.

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

Remedies for Breach of Contract

F17. Tenderers should be aware of the contractual remedies set out in the Contract Conditions (clause F.1a) – Authority's Remedies for Breach of Contract, as attached at L14 at Terms and Conditions, which may apply in the event of a breach of contract, by the contractor. Damages for breach of contract are not limited under the contract. However, you should also note under Clause F1.d that in exercising its rights and remedies under the contract the Authority must act in a reasonable and proportionate manner having regard to the nature and consequences of the breach of contract.

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 attach the relevant information.

F19. The answers provided are for statistical or Contract Management purposes and are not evaluated. Failure to complete this part of the Annex makes your Tender non-compliant.

F20. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your banker and the relevant bank account number on contract award.

Specific Conditions of Tendering

F21. Mandatory Requirements of Tender Response.

The Tenderer shall submit one signed Commercial hard copy of the bid, plus one unsigned unpriced Technical hard copy. The Tenderer shall, as a minimum provide the following information:

- a. Completed and signed DEFFORM 47 (Offer) sheet

- b. A completed, signed copy of DEFFORM 539A - Tenderer's Commercially Sensitive Information Form
- c. Schedule15 – Schedule of Rates, firm pricing which is to remain valid for Years 1 – 4
- d. Details of the Warranty period for Repair work in accordance with L12 at the Terms and Conditions – Conditions for the Repairs, Calibration, Maintenance and Spares Supply for Aircraft Component Test Equipment.
- e. A proposal of remedies to financially compensate the Authority should the agreed Turn Round times not be achieved, in accordance with L13 and L14 of the Terms and Conditions of Contract
- f. A sample copy of a comprehensively completed Test Certificate in accordance with L15 at Terms and Conditions.

F22. – Key Performance Indicators

The Contract shall contain a set of Key Performance Indicators, as detailed at L8 of the Terms and Conditions of Contract, to measure the Contractor's performance in areas such as delivery and quality. The Tenderer is invited to put forward additional KPIs to measure its performance, plus that of the Authority, in specific areas.

F23. Sustainable Development.

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

F24. Quality Plan and Inspection

In accordance with Clause B1.b.(1) at Schedule 3 Tenderers are required to submit a Draft Quality Plan with their Tender response detailing how all Contract related quality requirements shall be fulfilled. The Draft Quality Plan must be produced in accordance with AQAP 2105 Edition 2, a copy of which is available upon request.

Tenderers shall allow the Authority access to their premises for the purpose of undertaking Quality Audits and Inspections during the tender period and post contract award. The Tenderer shall indicate their willingness to accommodate this in the form of a statement in their Tender return. The Authority shall carry out an inspection of each of the Tenderer's proposed facilities in line with the Draft Quality Plan.

F25. Military Level Packaging

Military level Packaging shall be the responsibility of the Contractor. The Tenderer shall ensure that their bids reflect the full cost of any Contractor Deliverables that require packaging to a military level standard.

Where the Tenderer intends to use a MPAS accredited specialist packaging Contractor to undertake military level packaging, the Tenderer shall submit with his bid details of the Contractor, including full title, address and contact details as a minimum.

Ministry of Defence

Tender Ref No. LSBU7/0191.....

Tender Submission Document (Offer)

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

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

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to 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?			Yes* / No	
Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?			Yes* / No	
Have you complied with all regulations relating to the operation of the collection of custom import duties?			Yes / No	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Have you completed the compliance matrix/ matrices?			Yes / No / Not Required	
Are you a Small Medium 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 (DEFFORM 539A)?	Yes / No
If you have not already signed a corporate level DEFFORM 30 have you attached one?	Yes / No / N/A
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council. http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer	Yes* / No
Are you able to support the objectives of Reservist and other supplier support to the Armed Forces?	Yes* / No
Have you attached The Bank / Parent Company Guarantee?	Yes* / No / Not Required
Have you completed, or are you working towards Cyber Essentials accreditation or equivalent and will have it in place by the Commencement Date of the Contract.	Yes*/No
If applicable are you working with your proposed supply chain to ensure where relevant they achieve Cyber Essentials accreditation or equivalent prior to the commencement date of each sub contract.	Yes*/No/N/A
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ol style="list-style-type: none"> the offered price has not been divulged to any Third Party, no arrangement has been made with any Third Party that they should refrain from tendering, no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, no discussion with any Third Party has taken place concerning the details of either's proposed price, and no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.</p>	
Dated this..... day of Year	
Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of:	Postal Address: Telephone No:

(Tenderer's Name)	Registered Company Number: Dunn And Bradstreet number:
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Information on Mandatory Declarations

Part Tender

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

Minimum Order Quantities

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

IPR - Restrictions.

3. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by private venture, foreign investment or otherwise than by Authority funding you must select "yes" in Annex A (are the Contractor Deliverables subject to IPR that has been exclusively or part-funded by Private Venture, Foreign Investment or otherwise than by Authority funding).

4. Furthermore if you have answered "Yes" in Annex A (Offer) as directed by para 3 above, you must clearly state in your Tender and any Contractor Deliverable to be produced under any resultant Contract that is or likely to be the subject of IPR restrictions, (or anything of this nature, including export restrictions in provision to the Authority or resulting in the Authority receiving limited use or disclosure rights) either by yourself or a Third Party. You must particularly

a. Any restriction of, provision to the Authority, disclosure or use by the Authority, or obligation to make payments, in respect of any intellectual property (including technical information) required for the purpose of any resultant Contract or any subsequent use of any Contractor Deliverable by the Authority. Any Patent or Registered Design (or application for either) or unregistered design right owned or controlled by you or a Third Party which is or appears to be relevant to the Contractor Deliverables, the use of which by or on behalf of the Authority may give rise to a claim under Sections 55 or 56 of the Patents Act 1977, or Section 12 of the Registered Design Act 1949, or Section 240 of the Copyright, Designs and Patents Act 1988.

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

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

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

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any subsequent Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

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

Notification of Foreign Export Control Restrictions

7. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:
- a. Whether all or part of any Contractor Deliverables are or will be subject to:
 - (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.
 - b. If requested, a summary of every existing, expected or known licence and restriction referred to in paragraph 7.a. This includes any related obligation or restriction and the extent they place an obligation or restriction on the Authority, including:
 - (1) the exporting nation and the export licence number, where known;
 - (2) the Contractor Deliverables affected;
 - (3) the nature of the restriction and obligation;
 - (4) the authorised end use and end users;
 - (5) any specific restrictions on access by Third Parties, or by individuals based on their nationality, to the Contractor Deliverables; and
 - (6) any specific restrictions on re-transfer or re-export to Third Parties of the Contractor Deliverables or anything delivered or used in the performance or fulfilment of them.
 - c. If requested, you must provide an outline of your mitigation plan to manage performance risks on any resultant contract based on paragraph 7.a.
8. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraphs 7.a and 7.b. If you are unable to obtain adequate information, you must state this in your Tender when responding to paragraph 7.a and 7.b.
9. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately.
10. If you have previously provided information under paragraph 7 you can provide details of the previous notification and confirm the validity.
11. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.
12. It is the Winning Tenderer(s) responsibility to ensure they comply with any restrictions stated in paragraph 7 during the life of the contract. This includes any restrictions the Authority has explicitly stated / clarified in any ITT documentation.
13. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 7.

Overseas Expenditure

14. You must provide details in your Tender of any expenditure outside the UK, including:
- a. country in which sub-contract is placed / to be placed;
 - b. name, division and full postal address of sub-contractor;
 - c. value of sub-contract; and
 - d. date sub-contract placed / to be placed.
15. Should you propose the supply of Articles of US origin the export of which from the USA are subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details in your Tender. This will allow the Authority to make a decision whether the export can or cannot be made under the auspices of the US-UK Defense Trade Co-operation Treaty. The

Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

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

17. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the procedures to be applied and the estimated Import Duty to be incurred and / or suspended.

18. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty's Revenue & Customs (HMRC) authorisations.

Sub-contracts Form 1686

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

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc

Small and Medium Enterprises

20. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of MOD spending should be spent with SMEs by 2020; this applies to the money that the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an SME.

21. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>.

22. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative. The link below to the UK Government website provides information on the Authority's purchasing arrangements, our commercial policies and our SME policy.

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement>

23. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd

Web address: www.contracts.mod.uk

Tel No: 0845 270 7099

Transparency, Freedom of Information and Environmental Information Regulations

24. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010

(<https://www.gov.uk/government/policies/government-transparency-and-accountability>) and the information contained within Conditions of Contract Clause A14 as detailed at Terms and Conditions.

25. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 (“ the FOIA”) or the Environmental Information Regulations 2002 (“the EIR”).

26. You should complete the attached Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A) explaining which parts of your Tender you consider are commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.

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

Electronic Purchasing

28. Tenderers must note that use of the Babcock DSG ordering and payment system is a mandatory requirement for this contract. Unconditional acceptance of all references to the Babcock DSG ordering and payment system is required. A failure to do so will result in your Tender being non-compliant.

Change of Circumstances

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

Asbestos, Hazardous Items and Depletion of the Ozone Layer

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

Military Aviation Authority (MAA) Requirements

31. There are no MAA Requirements.

Bank or Parent Company Guarantee

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

Cyber Essentials Accreditation

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

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

The Armed Forces Covenant

35. The Armed Forces Covenant is a public sector pledge from the Government, business charities and organisations to demonstrate their support for the Armed Forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has

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

a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

36. The Covenant's two principles are that:

- a. The Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- b. Special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved

The Authority encourages all Tenderers, and their suppliers, to sign the Corporate Covenant declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

37. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at: <https://www.gov.uk/government/policies/armed-forces-covenant>³⁸. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence

Main Building, Whitehall, London, SW1A 2HB

39. Paragraphs 35-38 above are not conditions 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 that you will want to provide your support