



Ministry
of Defence

[REDACTED]
DESC17CSAE Senior Commercial Officer

MOD Abbey Wood (South)
Walnut 2b #1232
Bristol
BS34 8JH

Tel: 030 679 [REDACTED]

Email: [REDACTED]

Your Reference:

Our Reference:
C17CSAE/0027

Date: 16th December
2016

FAO [REDACTED]

Dear [REDACTED]

Invitation To Tender (ITT) Reference No. C17CSAE/0027

1. You are invited to tender for provision of Parachute Equipment Support in competition in accordance with the attached documentation.
2. The requirement is to deliver a safe and robust parachute packing, repair and maintenance service for Airborne Forces Equipment (AFE) and Airborne Delivery Equipment (ADE) from 1st April 2018 to 31 March 2023 with an estimated maximum transition period from 1st October 2017 to 31st March 2018.
3. Initial Gate approval has been received. Funding is due to be approved at Main Gate in July 2017.
4. The anticipated date for the contract award decision is 30th September 2017 - please note that this is an indicative date and may change.
5. You must submit your Tender to arrive no later than 1200hrs on 28th April 2017. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.
6. Please confirm receipt of this invitation to tender, and send any further communications to the Commercial Officer managing this requirement stated below.

[REDACTED]
Yours sincerely

[REDACTED]
DESC17CSAE-SCO

List of Suppliers Invited to Submit a Tender for ITT No. C17CSAE/0027

Supplier Name	Supplier Address and Phone No	Supplier Point of Contact
Airborne Systems Limited	Bettws Road, Llangeinor, Bridgend, Mid Glamorgan, CF32 8PL	
Zodiac Aerosafety Systems	161 RUE PIERRE CURIE - CS 20001 278373 PLAISIR Cedex FRANCE PLAISIR YVELINES (78) 78373 FRANCE	
QinetiQ Limited	Cody Technology Park Ively Road Farnborough Hampshire GU14 0LX	

**Invitation To Tender
for
Parachute Equipment Support Contract C17CSAE/0027**

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
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 - DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1
 - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations

Part 1

Section A – Introduction

Definitions

- A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as “the Authority”), acting as part of the Crown.
- A2. “Tenderer” means the economic operator or group of operators in the form of a consortium, including sub-contractors, which has been invited to submit a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.
- A3. “Invitation to Tender” (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.
- A4. A “Tender” is the offer that you are making to the Authority.
- A5. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificate(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) and any associated technical data which the contractor is required to provide under the contract in accordance with the Schedule of Requirements.
- A6. The “Schedule of Requirements” is a contractual document (not to be confused with the technical Statement of Requirement (SOR)) which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.
- A7. The “Statement of Requirement” (SOR) details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached at 3.2 to this ITT and will form Annex A1 of the resultant contract.
- A8. The “Statement of Work” (SOW) conveys in further detail the requirement for maintenance and support of parachute equipment and training for UK personnel in parachute packing. It will be written by the Contractor as part of their Tender submission and, once agreed will form Annex A2 to the resultant contract.
- A9. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.
- A10. “Contract Conditions” means the attached conditions that will govern any resultant contract and are at 3.1 to this ITT.
- A11. A “Third Party” is any person who is not an employee of the Tenderer as defined at A2.

Purpose

- A12. 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:
- tender process and timetable for the next stages of the procurement;
 - instructions and conditions that govern this competition;
 - information you must include in your Tender and the required format;
 - administrative arrangements for the receipt and evaluation of Tenders; and
 - Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.
- A13. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.
- A14. This ITT has been issued to those listed on page 2 of this ITT to tender to the Authority to provide the Services, their professional advisers and other parties essential to preparing a Tender for this Contract and for no other purpose. Tenderers should note that they were shortlisted at the Pre-

qualification stage on the basis of being technically and financially capable of delivering this Contract. Tenderers are reminded that evidence of financial and economic standing may from time to time during the procurement process be required and Tenderers should therefore be prepared to promptly supply free of charge any and all relevant information which the Authority may request. The Authority reserve the right to disqualify any Tenderer whose circumstances change to the extent that the Tenderers ceases to meet the selection criteria or who makes material changes to any aspect of their response to any matter raised during Pre-qualification unless substantial justification can be provided to the satisfaction of the Authority. Where a Tenderer becomes aware during this process of a change in circumstances or information supplied, it should notify the Authority of this as soon as possible.

A15. The requirement was advertised by the Authority in the Official Journal of the European Union dated 22 Jan 2016 with reference to the requirement for Parachute Equipment Support following the Restricted procedure under the Defence and Security Public Contracts Regulations 2011.

ITT Documentation and ITT Material

A16. 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 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 A16.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, and that the Authority reserves the right to exclude any Tenderer making such unapproved disclosure or use from the competition at any stage;
- 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'.

A17. 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 A16 above. The Authority reserves the right to exclude from the competition any Tenderer in breach of any such confidentiality agreements at any stage.

A18. Any error or omission in any part of the Specification shall not vitiate the Contract or release the Provider from the performance of the whole or any part of the Contract or from any other of its obligations or liabilities under the Contract. Any such error or omission is to be notified as soon as possible for correction by the Authority's Authorised Officer.

A19. Although the information contained in this ITT has been provided in good faith, Tenderers should not rely on the information and should carry out their own due diligence checks and verify the accuracy of all information. The Authority accepts no liability for any inaccuracy of information given or for loss or damage arising there from.

A20. Tenderers considering entering into a contractual relationship with the Authority should make their own enquiries and investigations of the Authority's requirements beforehand. The subject matter of this ITT shall only have contractual effect when it is contained in the express terms of an executed Contract.

A21. Tenderers are deemed to understand fully the processes that the Authority is required to follow under relevant European and UK legislation, particularly in relation to the Defence and Security Public Contracts Regulations 2011.

A22. Debriefing will be available to unsuccessful Tenderers in accordance with the Defence and Security Public Contracts Regulations 2011. Tenderers wishing to take advantage of this offer must submit requests in writing to the Authority's Commercial Officer following the official decline notification.

Tender Expenses

A23. 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

A24. 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

A25. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

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

Consultation with Credit Reference Agencies

A21. 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 Activities

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

Table 1 – Key Dates

Stage	Date and Time	Initiated By	Submit to:
Invitation to and details of Bidders Conference ¹	9 th January 2017	The Authority	All Tenderers
Date for Confirmation of attendance at Bidders Conference	12 st January 2017	Tenderers	██████████
Date for Bidders Conference	17 th January 2017	The Authority	N/A
Final Date for Requests for Extension ^{2 3}	10 th February 2017	Tenderers	██████████
Final date for Clarification Questions / Requests for additional information ²	7 th April 2017	Tenderers	██████████
The Authority issues Final Clarification Answers	14 th April 2017	The Authority	All Tenderers
Tender Return	28 th April 2017	Tenderers	The Tender Board, using DEFFORM 28
Tender Evaluation Complete	6 th June 2017	The Authority	N/A
Contract Start	29 th September 2017	The Authority	N/A
Contract End	31 st March 2023	The Authority	N/A

Notes

1. A Bidders Conference is where the Authority presents the requirement to all Tenderers at the same time. A copy of the presentation will be issued to all Tenderers regardless of attendance. It gives you an opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those attending the Bidders Conference to the above named contact, by the date shown, so that access to the site can be arranged.
2. The Authority reserves the right to correct any omissions or inaccuracies in the ITT documents and to clarify and/or amend any of its requirements up to 6 working days before the closing date for submission of Tenders. Should any additional changes become necessary then these will be electronically forwarded simultaneously to all Tenderers.
3. 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.
4. Clarification Questions must be submitted in writing to ██████████. All questions considered by the Authority to be non-commercial and/or not commercially sensitive will be formally distributed to all Tenderers. As a matter of course, the identity of the enquirer will be protected. Where a Tenderer views any query as confidential (particularly where it believes that the release of the query to other Tenderers may reveal commercially sensitive or confidential information or a trade secret) the following procedure will be adopted:

- a. if a Tenderer believes that a query is of a confidential or commercially sensitive nature, then it must be marked as such;
- b. if the Authority considers, in its absolute discretion, that it is able to treat the query on a confidential basis, then it will do so;
- c. if the Authority considers, in its absolute discretion, that it is unable to treat the query on a confidential basis having regard to current guidance and legislation, then it will notify the Tenderer of its decision and the Tenderer will have the opportunity to withdraw the query; and
- d. if the Tenderer does not withdraw the query then the query and its answer will, where appropriate, be released to all Tenderers.

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

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

Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP. Prices must be submitted in accordance with the requirement at Section D below.

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 F4 your Tender must be valid / open for acceptance until 31st December 2017.

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 may reject the Tender on the grounds of such additional or alternative Contract Conditions.

You may submit a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITT Documentation. The Authority will give full and careful consideration to any permitted variant bids received. Any variant bid should, as far as possible, meet the attached Conditions of Tendering and Contract Conditions. Where you submit a variant bid, you are required to submit two Tenders, one against the Statement of Requirement (SOR) and one variant bid. The standard Tender must meet the 'minimum' tender evaluation criteria as set out in Section D (Tender Evaluation), and must be submitted in accordance with the Conditions of Tendering. Variant bids will be evaluated in accordance with the tender evaluation criteria as set out in Section D (Tender Evaluation) and must be submitted in accordance with the Conditions of Tendering.

Section D – Tender Compilation and Evaluation

D1. This section details how:

- Your Tender must be presented to enable like for like assessments to be made; and
- How your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

D2. The Tenderer's response (The Tender) shall be concise, well indexed and in sufficient detail to enable the Authority to assess the overall approach.

D3. The Tender shall comprise three distinct Volumes - Executive Summary, Technical and Commercial/Financial. Each part must be presented separately and submitted in separate Volumes. Each Volume shall conform to the presentational lay out outlined below. Each shall be capable of being understood and evaluated in its own right. The Tenderer may, if they wish, include supplementary sections such as company background but this information, if included, should be kept to a minimum.

Volume 1: Executive Summary

D4. The Tenderer shall provide an Executive Summary, which shall present an overview of the Tenderer's proposals to enable the reader to gain a rapid understanding of the Tenderer's proposed approach. The Executive Summary shall be capped to 3 pages, A4 size. In terms of content, the Tenderer should provide an outline and overview of the proposed approach to meet the contract Requirements. Tenderers should note that the Executive Summary will not be evaluated.

Volume 2: Technical Tender

D5. The Security Aspects letters (SAL) included in this ITT provides information on Security Aspects that will need to be managed during the Project. The New Government Security Classification System Handbook has been enclosed at 1.8 of the ITT to aid with your understanding of the Security Aspects Letter.

D6. The Tenderer shall provide a positive response to the ITT SAL by 9th January 2017.

D7. The Tenderer shall provide a comprehensive, clear and concise Technical Tender. The Tender shall contain sufficient detail for an assessment to be made of the Tenderer's complete understanding of and ability to carry out, all the work required.

D8. The state of completeness of the Tenderer's plans and procedures will be evaluated in accordance with the Tender evaluation criteria. Tenderers shall therefore ensure that "contractual" terminology is used in those sections of the Technical Tender that will subsequently form part of the Contract e.g. Chapter 1, the Statement of Work will become Annex A2 to the Contract. All such documents shall be explicit as to the Contractor's and the Authority's proposed obligations under the contract i.e. the wording "the Contractor shall" shall be used to express all mandatory requirements.

D9. The Technical Tender shall be broken down as follows:

Chapter 1 – Statement of Work (SOW)

D10. The overarching document of the Technical Tender shall constitute a SOW at draft issue status. The Tenderer shall develop the SOW in response to the Authority's technical requirements in the SOR at 3.2 of the ITT.

D11. Once acceptable to the Authority, the Tenderer's SOW shall form Annex A2 to the Contract.

D12. The SOW will outline all of the activities listed in the Authority's SOR and explain how the Tenderer will meet those requirements.

- D13. The SOW Chapter shall also include a completed MAA Regulatory Articles (RA) compliance matrix using the template at Annex C of the SOR. This compliance matrix shall form Annex D to the Contract.
- D14. The Tenderer shall provide capability implementation plans with details of how it intends to set up the capability required to fulfil the requirements to maintain and pack all parachutes in a safe manner in response to items 11.1 and 11.2 within the evaluation matrix at 2.1 to this ITT. The Tenderer shall develop separate plans for the UK and USA facilities. These plans shall together form Annex A2.2 to the Contract. Tenderers should note that the Authority envisages minimal GFA dependencies within the Contract, other than the provision of parachutes.

Chapter 2 – Maintenance Approved Organisation Exposition (MAOS)

- D15. The Tenderer shall provide a pseudo MAOS exposition, detailing the organisational structure, individuals' duties and roles of the intended entity to maintain the Equipment in a safe manner. The Tenderer shall develop the MAOS in response to the item marked 'Supplement' within the evaluation matrix at Annex 2.1 to this ITT. The format of the required exposition can be found within the SOR document, marked as 'Supplement'.
- D16. The wording of the Accountable Manager's Exposition Statement must embrace the intent of the following clause:
- "This exposition and any associated referenced manuals defines the organisation and procedures that will be used in any subsequent Contract awarded by the Authority to maintain Parachute Equipment. The Organisation and Procedures comply with the requirements identified in MAA RA 4800-4816. These procedures are approved by the undersigned and should be complied with, as applicable, when work/orders are being progressed."*
- D17. Under no circumstances should the Accountable Manager's Exposition Statement imply any approval or agreement with the MAA.

Chapter 3 – Completed Technical Tender Evaluation Matrix (TTEM)

- D18. Chapter 3 of the Technical Tender shall constitute the TTEM, which demonstrates compliance against the requirements specified in the SOR.
- D19. The TTEM is directly mapped to the requirements found in the SOR.
- D20. The Tenderer is required to complete the TTEM at 2.2 of the ITT in accordance with the guidelines given below. The Matrix shall be completed in its entirety, as this is the tool that will be used to assess the Tenderer's compliance with the requirements. Please note that all requirements hold equal importance.

Table 2 – Technical Tender Evaluation Matrix Description of Headings

Column Heading	Description	Completed by
SOR Reference	Unique Number that identifies each requirement entry.	Authority
Requirement	Requirement as stated in the SoR.	Authority
Threshold Acceptance	Minimum requirement performance measurement.	Authority
Points	The points available for each section of the SOR denoting the importance that the Authority places on each section.	Authority
Tender Declaration		
Level of Compliance	This indicated the level at which the Tenderer deems he is compliant.	Tenderer
Location of Evidence	References where evidence of compliance with the requirement can be found in the Tender.	Tenderer
Score	This will be final score awarded by the Authority.	Authority (during

		assessment phase)
Comments: Compliance and Score	Authority's assessment notes	Authority (during the assessment phase)

The Tenderer shall use only the following Compliance Indicators whilst completing the Level of Compliance column of the TTEM.

Table 3 - Level of Compliance Indicators

Compliance Description	Compliance Indicator
Full: Demonstrates full requirement compliance with the Threshold measure of performance.	F
Partial: Demonstrates compliance with the intent of the stated requirement but that the Threshold measures cannot be met in all areas.	P
Non-compliant: Demonstrates that the requirement cannot be met.	N

D21. The Tenderer shall highlight, justify and include anything that is being offered which they consider is not related to the stated requirements. The Authority reserves the right not to assess any data that is not in relation to the stated requirements and Variant Bids will be considered in accordance with DEFFORM 47 at section C5 - Variant Bids. The Tenderer shall complete the Location of Evidence column for each requirement. This shall be completed such that the Tenderer references the physical locations (page numbers, chapter numbers, section number, annexes, appendices, supplementary information etc) in their tender.

D22. Any referenced supporting information shall be listed and submitted with the Tender.

D23. Where clarification of the submitted information or data is required, this will be "flagged" as an issue and a formal Request for Clarification will be issued to the relevant Tenderer by the C17CSAE PT Commercial staff.

Volume 3: Commercial Tender

D24. The Commercial Tender shall be used to assess the Tenderer's suitability in terms of their understanding of, and compliance with the Commercial Terms and Conditions of the Contract as well as an evaluation of whether the bid offers value for money for the Authority. For ease of assessment, the Tenderer is required to format the Commercial Tender into four discrete sections, as follows:

Chapter 1 – DEFFORM 47 Annex A (Offer)

D25. Chapter 1 of the Commercial Volume shall constitute a signed copy of the DEFFORM 47 Annex A (Offer) which can be found at 1.3 of the ITT (DEFFORM 47 Annex A - Tender Submission Document (Offer)). The form must indicate the total value of Tender, which shall be the aggregate value of the price for all items in the Contract Schedule of Requirements.

D26. All mandatory declarations must be completed.

Chapter 2 – Terms and Conditions Compliancy Matrix

D27. Chapter 2 shall constitute a completed Commercial compliancy matrix against each of the Terms and Conditions outlined in the draft Contract at 3.1 of the ITT.

D28. The blank Commercial Compliance Matrix is attached at 2.3 of the ITT.

Chapter 3 – Finance/ Pricing Information

D29. The Tenderer shall complete the pricing matrix at 2.3 to the ITT. Where total price for an Item will vary by quantity, only quantities found in the Statement of Requirement shall have contractual effect. Any other quantities listed in the pricing matrix are for Tender evaluation purposes only.

D30. All prices for Items 1-6 and 9-12 of the Schedule of Requirements shall be firm prices in pounds sterling, inclusive of VAT and all applicable discounts etc. Prices for Items 1, 2, 9 and 10 shall be accompanied by a breakdown of the constituent costs for these Items.

D31. For Item 7, the Tenderer shall provide a rate per mile travelled, noting that the Contractor shall travel via the shortest practicable route.

D32. For item 8, the Tenderer shall provide rates information valid to allow the firm pricing of ad-hoc Tasks. The rates information must include but not be limited to:

- a. Labour rates, hourly and daily applicable grades
- b. Material + sundries
- c. G&A
- d. Profit
- e. Travel and Subsistence (rates should not exceed those available to Authority personnel; details of these rates are attached at Appendix 3 to this DEFFORM 47)
- f. Any risk contingency (the Tenderer must clearly detail the risk, its impact and associated costs for the Authority's consideration)

D33. The Tenderer shall provide the above prices for each year of the contract, as well as the optional extension periods detailed within the draft Contract at 3.1 to this ITT. A form detailing the required information is at Annex E1 of the draft Contract.

Chapter 4 – Other Commercial Information

D34. Chapter 4 shall detail all other relevant commercial information including the following:

- **ITT amendments** - a completed ITT amendment record enclosed at section 1.7 of the ITT, to acknowledge the Tenderer's receipt and action against any ITT amendments issued during the course of the ITT response period.
- **Tender Response Checklist** - a completed Tender Response Check List, the blank copy of which can be found at 2.5 to this ITT.
- **IPR Issues** - The Tenderer is to be aware of any IPR (background - proprietary/foreground) that may affect the requirements of the Tender. Where critical to the delivery of the service, the Tenderer shall submit details of proprietary IPR, explaining how licenses for use of property IPR will be secured and explain the Tenderer's strategy for ongoing security of supply.
- **Commercial Arrangements** – The Authority has a keen interest in the capability and quality of those involved in the equipment supply chain to ensure that the necessary standards are met in the security of supply. The Tenderer is requested to confirm details on the structure of

any teaming arrangement, the responsibility of each member and details on the working partnership. The Tenderer is also requested to provide information on any current teaming arrangements in place with their suppliers and to confirm that contractual arrangements are in place to firm up these commercial arrangements.

- **Cooperation** - Delivery of the PESC will require cooperation of the winning Tenderer with a number other companies. The winning Tenderer will be required to cooperate with, for example, the relevant Design Organisations for the MOD parachute inventory. The winning Tenderer will be required to provide a sufficient level of information and support required to enable these activities. Please provide written confirmation of your willingness to cooperate with other companies for these activities on the PESC project.

Award Criteria

D35. This Section details how your Tender will be assessed by the Authority.

D36. The Contract will be awarded on the basis of “Most Economically Advantageous Tender”. This shall be based upon assessment of the technical compliance, price, quality, risk, supportability, delivery timescales and compliance with the terms and conditions included in the draft Contract to this ITT.

D37. The Authority will make its assessment on how the Tenderer has demonstrated clearly and convincingly that they have a thorough understanding of the requirement, that they can and will devote the necessary resources to meet the requirement and have valid and practical solutions to satisfy the requirement.

General Tender Assessment Introduction

D38. The Tender shall be marked in two phases: Phase 1 will be the assessment of the mandatory requirements which are as follows:

- a. Return of all mandatory documentation listed in the Response Checklist Template at 2.5 of the ITT;
- b. Submission of a Statement of Work compliant with the Statement of Requirement at 3.2;
- c. Compliance with the Terms and Conditions identified in the Terms and Conditions Compliance Matrix at 2.3 of the ITT;
- d. Other, e.g. MAOS and capability implementation plans.

D39. Tenderers will only continue to Phase 2 if the Authority is satisfied that the mandatory requirements of the Tender return have been met. Phase 2 will be the assessment of the following areas of the Tender:

- Other Commercial Information
- Price Assessment of both Tenders in accordance with D57-58 of the DF47 below.

D40. Detailed and separate Technical and Commercial assessments of all the bids received will be made by a team of circa 15 assessors including subject matter experts from the following areas:

- C17CSAE PT staff, including engineers, project managers, project controllers and logisticians
- Military subject matter experts
- Quality SME (Licensed Quality Assurance Practitioner)
- Commercial Assessors
- Independent Assessor(s)

Where clarification of the submitted information or data is required, this will be “flagged” as an issue and a formal Request for Clarification will be issued to the relevant Tenderer by the C17CSAE PT Commercial staff. Tenderers are expected to reply to any requests for clarification within five (5) working days.

D41. After completion of the two phases of marking the following activities will take place:

- The convening of a Tender Assessment Panel where scores will be consolidated and the winning tender for each of the UK only and the combined UK-USA submissions confirmed. The winning Tenders for each of these submissions shall be submitted to a value for money assessment which will lead to a final recommendation being submitted to the approving authority. (Please note that in the event of two or more affordable tenders being awarded the same total score the Authority shall choose the affordable tender with the highest technical score.)
- The following key project milestones (estimated dates):
 - i. Announcement of winning tender circa 18th September 2017.
 - ii. 10 Day Standstill Period
 - iii. Contract Start 29th September 2017

Assessment Weightings

D42. The weightings to be applied to each element of the tender marking will be as follows:

Table 4 - Assessment Weightings

Assessment Section		Weighting
Technical Assessment	Technical Marking Panel's judgement of the quality, viability and completeness of the technical proposal with regard to the risk to achievement of the top-level objective. A combined score received from the SOR compliance matrix and the other elements of the Technical Tender.	70%
Financial/ Price Assessment	Price for provision of Parachute Equipment Support. The Price must be economically advantageous and offer best value for money.	20%
Commercial Assessment	Commercial Officer's judgement of the ease with which each Tender may be brought to a swift and mutually acceptable Contract Ts and Cs position, having due regard to the totality of each Proposal's response to the Ts & Cs Compliance Matrix.	10%

Technical Assessment

Assessment of SOR Compliancy Matrix

D43. The SOR Compliancy Matrix will be reviewed by the Markers to provide an assessment of the Tenderer's ability to comply with the Authority's requirements.

D44. The Tenderer's self-assessed Level of Compliance will be used in conjunction with the Location of Evidence column to assist the Authority in marking the tender.

Assessment of ITT SOR

D45. The Assessment will be undertaken against the Statement of Work, which will be the Tenderer's response to the Statement of Requirements, and the pseudo MAOS exposition.

D46. Members of the Marking Panel will assess the bids independently from other members

D47. Each section is assigned a maximum number of points reflecting the relative importance the Authority places against each section.

D48. Any non-Compliances relating to SOR items 2 and any sub-sections thereof (Airworthiness and Safety) will result in rejection of the Tender.

D49. The Marking will be undertaken using a score of 0-10. Any score of 0 will result in an unsuccessful bid.

- 9/10 - Outstanding Response - This aspect of the Bid/Proposal sets out a robust solution and, in addition, provides or proposes additional value and/or innovation of the solution; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources not only to deliver the requirements, but also exceed it as described. As such represents a Very Low risk solution to the Authority
- 7/8 - Fully satisfactory or Very Good Response - This aspect of the Bid/Proposal sets out a robust solution that fully addresses and meets the requirements, with full details and relevant evidence provided to support the solution; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. As such represents a Low risk solution to the Authority
- 5/6- Acceptable or Good Response - This aspect of the Bid/Proposal sets out a solution that largely addresses and meets the requirements, with sufficient detail or evidence provided to support the solution; minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. As such represents a Medium risk solution to the Authority
- 3/4 – Acceptable – This aspect of the Bid/Proposal sets out a solution that largely addresses and meets the requirements. This is supported by an acceptable strength of evidence although some areas are lacking and should be clarified prior to contract let. As such represents a Medium risk solution to MoD
- 1/2 – Unacceptable – This aspect of the Bid/Proposal does not set out a solution that fully addresses or meets the requirements: response may be basic/ minimal with little or no detail or insufficient evidence provided to support the solution and demonstrate that the tenderer will be able to provide the services and/or some reservations as to the tenderer's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. As such represents a High risk solution to the Authority
- 0 - Unacceptable - No response at all or insufficient information provided in the response such that the solution cannot be properly assessed and/or is incomprehensible.

D50. Once all individual marking is complete the scores will be collated and recorded. The total Tenderers Score will then be multiplied by 0.7 to reflect the 70% allocation of the SoR response in the overall ITT response.

Commercial/Financial Assessment

D51. In order to make a Commercial assessment of all bids, The Authority will assess:

- Returns requested by the Authority as detailed in the Response Checklist at 2.5 of the ITT
- Compliance with the Terms and Conditions of the draft Contract C17CSAE/0027 at Part 3.1 of the ITT, using the Tenderer's completed Terms and Conditions Compliance Matrix at 2.3 of the ITT.
- The prices tendered for the provision of Parachute Equipment Support.

Terms and Conditions Compliancy Matrix

- D52. The Authority places considerable emphasis on the ease with which a Tenderer's proposal may be brought to a swift and mutually acceptable agreement having due regard to the totality of each Proposal's response to the Ts & Cs Compliance Matrix. Whilst compliance with all of the Authority's proposed Terms and Conditions is mandatory for contract placement, there is sometimes the possibility to negotiate minor, mutually acceptable alterations to DEFCONS and narrative conditions. The Commercial assessment of Tenderers' proposals will take the form of a "Compliant", "Partially Compliant" or "Non-compliant" marking according to the Tenderer's response to the proposed draft Contract Terms and Conditions to Contract C17CSAE/0027 for Parachute Equipment Support.
- D53. Some Terms and Conditions are un-revisable and must be accepted in full as a pre-requisite to placement of a resultant contract. These are marked as **Baseline** Terms and Conditions in the Terms and Conditions Compliance Matrix at 2.3. Whilst full compliance with the Authority's Terms and Conditions is desirable and will score more highly than Partial Compliance due to a Tenderer's qualification of narratives and DEFCONS, those that will not result in immediate failure in Phase 1 (see paragraph D50 above) of the Tender Assessment are marked as **Revisable** in Terms and Conditions Compliance Matrix at 2.3. Whilst the Authority does not encourage proposed alterations to Revisable Terms and Conditions, there may be occasions when it is beneficial to both parties to do so.
- D54. Where a Tenderer considers themselves non-compliant or partially compliant with a Contract Term or Condition they **MUST** propose a change to such Term or Condition. The proposed re-wording or caveat to any Term or Condition will be taken into account when evaluating Tender returns.
- D55. If a Tenderer considers that they can justify a request to limit their liability in relation to DEFCON 76 they **MUST** propose a value for such limit of liability and articulate in detail the reasons for any such reduction. Any proposed limits of liability will be taken into account when evaluating Tender returns.
- D56. The Tenderer with the highest score in the Commercial Compliance Matrix will score the maximum 10 points. The other less compliant Tenderers will receive a percentage commensurate with the percentage difference in score compared to the winning Tenderer. For example a Tenderer submitting a Ts and Cs compliance matrix 10% less compliant than the highest score, will receive 10% fewer points i.e.; 9/10.

Financial/Price Assessment

- D57. Financial/Price assessment will be made with reference to the Total Cost of Tender, calculated according to the formula shown in row L of the pricing matrix at 2.4. Tenderers should be aware that the quantities used in this formula are for Tender evaluation purposes only and are not contractual quantities, unless stated otherwise in the Statement of Requirement.
- D58. The Tenderer submitting the lowest priced tender subject to not being abnormally low will be given the full score of 20 points. The other more expensively priced Tenders will be awarded an element of these 20 points adjusted downwards by a percentage commensurate with the difference in price when compared to the lowest priced Tenderer. For example, a Tenderer submitting a price 10% higher than the lowest price, will receive 10% fewer points ie; 18/20.

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 3 unpriced and 1 priced copies 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 any electronic copy/ies of the priced and unpriced Tender with the associated paper copy/ies 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) (excluding Appendix 1) 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 any 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 (DEFFORM 28) 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.

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 this procurement process;
- i. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

F2. The Authority is not bound to accept the lowest Tender, or any Tender received, and reserves the right to call for new Tenders should it consider this desirable. The right is further reserved to accept whole or part of any Tender, including the right to accept in whole or part any of the Services. The Authority will in no case be responsible or liable for any costs incurred by Tenderers in the preparation, clarification or negotiation of their Tenders regardless of the outcome of the tendering process.

F3. 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 date specified in paragraph C4 and subject to paragraph F4.

F4. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance until the date stated in C4. 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

F5. 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.

F6. 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

F7. 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

F8. 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.

F9. 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

F10. 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 disposal instructions for that GFA from the named Commercial Officer.

Standstill Period

F11. 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 assess the award decision before the contract is entered into. 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 of the next working day.

Publicity Announcement

F12. The Authority will publish notification of the contract and may 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.

F13. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

F14. 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

F15. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom Of Information requests.

F16. For these purposes, the Authority may share within Government any of the 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 at 1.4 of this ITT 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.

F17. 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 Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Remedies for Breach of Contract

F18. Damages for breach of contract are not limited under the contract. However, you should also note 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

F19. 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. You will need to complete a Certificate Relating to Good Standing at 1.10 of this ITT.

F20. The answers provided are for statistical or Contract Management purposes and are not evaluated. However failure to complete this part of the Annex makes your Tender non-compliant

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.

Applicability Of TUPE

F21. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is your responsibility to consider whether or not TUPE applies to this re-let and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this Invitation to Tender results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.

F22. If you have a contrary view to that of the Authority on the applicability of TUPE you are strongly encouraged to submit both a TUPE and non-TUPE tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non-TUPE tender will be considered, otherwise the tender conforming to the Authority's view will be considered.

TUPE Information Provided For Tendering Purposes

F23. TUPE information in respect of the current employees is provided at Appendix 1 to the DEFFORM 47. This information may be updated prior to contract award in which event the short-listed tenderers will be given an opportunity to revise or confirm tendered prices

F24. The information detailed at Appendix 1 to the DEFFORM 47 has been obtained from the contractor currently undertaking this task. The accuracy and completeness of this information cannot be warranted by the Authority. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.

Tender Ref No. C17CSAE/0027

Ministry of Defence

Tender Submission Document (Offer)

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

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

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to Registered Designs or Patents?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions?			Yes* / No	
Are the Contractor Deliverables subject to Overseas Expenditure?			Yes* / No	
Have you complied with all regulations relating to the operation of the collection of custom import duties?			Yes / No	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Have you completed the compliance matrix/matrices?			Yes / No / Not Required	
Are you a Small Medium 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		
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) No 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 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> <ul style="list-style-type: none"> a. the offered price has not been divulged to any Third Party, b. no arrangement has been made with any Third Party that they should refrain from tendering, c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and e. no arrangement has been made with any Third Party otherwise to limit genuine competition. <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			
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Signature: (Must be original) </td> <td style="width: 50%; vertical-align: top;"> In the capacity of (State official position e.g. Director, Manager, Secretary etc.) </td> </tr> </table>		Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)
Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)		
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number: Dunn And Bradstreet number:		

Information on Mandatory Declarations

Part Tender

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

Minimum Order Quantities

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

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 any Contractor Deliverable to be produced under any resultant contract that is, or is likely to be, the subject to any 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 specifically draw attention to:

- a. Any restrictions 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 Designs Act 1949, or Section 240 of the Copyright, Designs and Patents Act 1988;
- b. any allegation made against you, whether by claim or otherwise, of an infringement of an intellectual property right (whether a Patent, Registered Design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
- c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
- d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. 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 Her Majesty's Revenue and Customs (HMRC) authorisations.

Sub-contracts Form 1686

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

Small and Medium Enterprises

20. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that every £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 which 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 wider SME initiative. The link below to the Cabinet Office website provides information on the Government's Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative. <https://www.gov.uk/government/publications/2010-to-2015-government-policy-government-buying/2010-to-2015-government-policy-government-buying#appendix-1-making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>.
23. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

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

Transparency, Freedom of Information and Environmental Information Regulations

24. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 (<https://www.gov.uk/government/policies/government-transparency-and-accountability>) and the information contained within DEFCON 539.
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 Contracting, Purchasing and Finance (CP&F) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this tender. By submitting this tender you agree to electronic payment. You can view information on CP&F and the methods to connect at MOD contracting, purchasing and finance: e-procurement system – Publications – GOV.UK. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment 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. In July 2011 the Military Aviation Authority (MAA) launched a new set of Regulatory Publications. Key to these is the Regulatory Articles (RA), which prescribe acceptable means of compliance (AMC) for each separate Regulation. Tenderers who wish to propose an alternative means of compliance must obtain agreement in principle from the MAA (through the Project team) in advance of submitting their Tender. AMC are strongly recommended practices and a justification will be required if they are not followed. Tenderers must consult the MAA where there is more than one AMC. You must confirm how you intend to comply with the RA, and the date you consulted with the MAA.

Bank or Parent Company Guarantee

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

The Armed Forces Covenant

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

34. 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.

35. 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 in the websites.

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

36. Paragraphs 33 - 35 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.

Appendix - Addresses and Other Information

1. Commercial OfficerName: XXXXXXXXXX

Address:

Email:

**2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)

Name:

Address

Email:

**3. Packaging Design Authority**

Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)

**4. (a) Supply / Support Management Branch or Order Manager:**

Branch/Name:



(b) U.I.N.

5. Drawings/Specifications are available from**6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to**

(where no address is shown the mauve copy should be destroyed)

7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

9. Consignment Instructions

The items are to be consigned as follows:

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com**11. The Invoice Paying Authority (see Note 1)**

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809
Liverpool, L2 3YL**Website is:**<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>**12. Forms and Documentation are available through *:**

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arcott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-OpFormsandPubs@mod.uk

NOTES

1. Forms. Hard copies, including MOD Form 640 are available from address in Box 12., All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

2.* Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

TUPE Information Provided For Tendering Purposes

Total Number of Employees in scope to transfer
The total number of full-time equivalents
Total annual salary costs (excludes overtime, and
employer costs such as NI and Pension
contributions)
Total Redundancy liability costs (notice pay and
redundancy pay only)



Information on Travel and Subsistence Rates available to Authority Personnel

Subsistence rates

Duty time	Subsistence ceiling
Under 5 hours	Nil
Over 5 hours	£5
Over 10 hours	£10
Over 12 hours	£15
Evening meal (overnight stay)	£22.50
Breakfast (early start or overnight stay without inclusive hotel provision of breakfast)	£10

Motor Mileage Allowance (for personnel using privately owned vehicles)

£0.30 per mile