



Ministry
of Defence

[redacted]

Tel: [redacted]

Email: [redacted]

Your Ref:

Our Ref: FTS/DE/SACC/03

15 June 2015

Dear Sirs

Invitation To Tender Reference No. FTS/DE/SACC/03

1. You are invited to tender for the Provision of a Tactical Data Link (TDL) Capability Investigation in competition under FATS Design and Engineering in accordance with the attached documentation.
2. The requirement is for the provision of both an interim and final report on TDL capability.
3. This is a Category D requirement and funding has been approved.
4. The indicative date for the contract award decision is 22nd July 2015. Please note that is an indicative date and may change.
5. You must submit your Tender to arrive no later than 1000hrs 10th July 2015. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.

Yours faithfully

[redacted]

Commercial Officer

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

Supplier Name	Supplier Address and Phone No	Supplier Point of Contact
3SDL Ltd	Malvern Hills Science Park Geraldine Road Malvern WR14 3SZ UK [redacted]	[redacted]
BAE Systems (Operations) Ltd, Military Air & Information – Defence Information Training & Services, T&S	BAE Systems Military Air & Information (DITS) Warton Aerodrome (W427A) Warton Preston PR4 1AX UK [redacted]	[redacted]
BMT Defence Services Limited	Maritime House 210 Lower Bristol Road Bath BA2 3DQ UK [redacted]	[redacted]
Frazer-Nash Consultancy Limited	1 Trinity Street College Green Bristol BS1 5TE UK [redacted]	[redacted]
Inzpire Ltd	Landmark House West Unit 1B Alpha Court Kingsley Road Lincoln LN6 3TA UK [redacted]	[redacted]
JCSys Limited	Unit 7 The Clifton Centre Spring Lane South Malvern WR14 1BJ England [redacted]	[redacted]

Lockheed Martin UK Ampthill Limited	Reddings Wood Ampthill Bedford MK45 2HD UK [redacted]	[redacted]
Lockheed Martin UK Limited, IS&GS	Chester House Farnborough Aerospace Centre Farnborough, Hampshire GU14 6TQ UK [redacted]	[redacted]
QinetiQ Ltd	Room A012 Woodward Building Malvern Technology Centre St Andrews Road Malvern WR14 3PS UK [redacted]	[redacted]
Red Scientific Ltd	1 Oriol Court Omega Park Alton GU34 2YT Hampshire [redacted]	[redacted]
Sutton House Ltd	Unit 4 Hereford Trade Park Holmer Road Hereford HR4 9SG UK [redacted]	[redacted]
SVGC LIMITED	Middle Yard Berwick St Leonard Salisbury SP3 5SN Wiltshire [redacted]	[redacted]

**Invitation To Tender for the Provision of a Tactical Data
Link (TDL) Capability Investigation
FTS/DE/SACC/03**

Contents

This Invitation to Tender consists of the following documentation:

- DEFFORM 47 – Invitation To Tender. The DEFFORM 47 is the document that 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
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- FATS D&E Tasking Form, including:
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 - Appendix to Contract – DEFFORM 111 - Addresses and Other Information
 - Annex A – Statement of Work
 - Annex B – A Security Aspects Letter (SAL)
 - Annex C – DEFFORM 522A – Relevant Form Details For DEFCON 522 Payment Condition
- DEFFORM 28 – Tender Return Label

Section A – Introduction

Definitions

A1. This requirement is issued on behalf of the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"). In this Agreement, the Authority is acting as part of the Crown.

A2. "You / Tenderer" means the economic operator or group of operators in the form of a consortium, including subcontractors, which has been invited to submit a response to this Invitation to Tender.

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" included as part of the FATS D&E Tasking Form 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" at Annex A of the FATS D&E Tasking Form details the technical requirements and acceptance criteria of the Contractor Deliverables.

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 our 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.

ITT Documentation and ITT Material

A14. 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 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 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. immediately destroy all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to participate in responding to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- g. 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'.

A15. 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

A16. 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

A17. 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.

Conditions of Contract

A18. The Contract conditions for FATS Design and Engineering apply. Failure to conform to the framework conditions will result in your Tender being non-compliant.

Consultation with Credit Reference Agencies

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

Other Information

A21. A Security Aspects Letter (SAL) detailing the designated 'Secret Matter', for the purpose of clause 1 a) of DEFCON 659A, will be issued as an Annex B to the FATS Tasking Form.

Section B – Key Activities

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

Table 1

Stage	Date and Time	Initiated By	Submit to:
Invitation to Bidders Conference ¹	Not Used	N/A	N/A
Date for Confirmation of attendance at Bidders Conference ¹	N/A	N/A	N/A
Final date for Clarification Questions / Requests for additional information	1000 hrs 3 rd July 2015	Tenderers	DES JSENS-Grad1
Final Date for Requests for Extension ²	1000 hrs 30 th June 2015	Tenderers	DES JSENS-Grad1
The Authority issues Answers and Clarifications	1000 hrs 6 th July 2015	The Authority	All Tenderers ³
Tender Return	1000 hrs 10 th July 2015	Tenderers	This office, using DEFFORM 28
Tender Evaluation ³	22 nd July 2015	The Authority	N/A
Negotiations ⁴	N/A	N/A	N/A
Reverse Auction	N/A	N/A	N/A
Trials / Testing	N/A	N/A	N/A

Notes

1. A Bidders Conference is where the Authority presents the requirement to all Tenderers at the same time. A copy of the presentation will be issued to all Tenderers regardless of attendance. It gives you an opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those attending the Bidders Conference to the above named contact, by the date shown, so that access to the site can be arranged.
2. The Tenderer must make requests for an extension in writing (email is sufficient) to 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.
3. Refer to F20.
4. Negotiations are only permitted under the Negotiated procedures, unless the procurement is exempt from advertising under the Public Contracts Regulations 2006 / 2015 or Defence and Security Public Contracts Regulations 2011.

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 Firm, with the exception of Travel and Subsistence elements which should be Max Price.

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. Variant bids will not be considered for this requirement.

C6. Any Tender made subject to additional or alternative Conditions of Contract 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.

Section D – Tender Evaluation

D1. This section details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria. The evaluation of the Tenders will include the Commercial and Financial aspect and the Technical aspect.

D2. The Tenderer is advised that the quality of information is more important than quantity. Clarity, brevity and logical organisation of the submission are very important and in themselves demonstrate the Tenderer's ability to fulfil the contract. The quality of the submission will therefore be a factor in the Tender assessment process.

D3. The Tender response should be at a level to provide the Authority with the confidence that the Tenderer can satisfactorily undertake the work required. Unnecessarily elaborate brochures or other material beyond that sufficient to present a complete and effective proposal are not desired.

D4. Two discrete teams: one evaluating the Commercial and Financial proposal (2 independent individuals from within the JSENS-SACC Commercial Team) and the other evaluating the Technical proposal (3 independent individuals from within the SACC DT) will undertake the evaluation.

D5. The marking of each Tender submission will be based on the proposals provided by each Tenderer. Guidance will be given to the evaluation team prior to the proposals being received to ensure an impartial evaluation of the proposals.

D6. The technical aspect of the Tender will be evaluated based upon the technical solution proposed to undertake the Statement of Work successfully. The weighting of the marking and the marking criteria for the technical aspects of the Tender is attached at Annex D to this DEFFORM 47. Combined marks below the identified minimums shall be deemed to be technically non-compliant. The evaluation is necessary to determine that the Tenderer is able to undertake the work required. It is insufficient to make claims without supporting evidence.

D7. The Tender will be evaluated using the Most Economically Advantageous Tender (MEAT) method. This is a comparative score and the scoring method is worked out using the ratio and calculation over the page. 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 but your price was double than that of the lowest priced compliant Tender, this would receive a lower total score.

D8. The evaluation is out of 100 (as this represents 100% of the total available score) and is weighted 65% technical and 35% price.

D9. The technical mark and the price of the Tender are allocated a score depending on the percentage difference from the highest technical score and the lowest price. This ensures a consistent and fair result.

D10. A score of 65 is given to the highest marked technically compliant Tender and the technical scores of the other Tenders calculated using a percentage difference method:

$$\text{Technical Score} = 65 \times \frac{\text{Tender Technical Mark}}{\text{Highest Technical Mark}}$$

D11. A score of 35 is given to the Lowest Priced Technically and Commercially Compliant Tender (LPTCCT) and a score calculated for the price of each Tender using a percentage (%) difference method:

$$\text{Pricing Score} = 35 \times \frac{\text{LPTCCT}}{\text{Tender Price}}$$

D12. The Technical and Pricing scores are added together to give a total score. The successful Tender is the one with the highest total score.

D13. In the event that two Tenders achieve the same score the highest scoring Technical mark will be used to determine the winning Tender.

Section E – Instructions on Submitting Tenders

Submission of your Tender

- E1. Tenders must be sent to this office using DEFFORM 28 by the date and time stated in the covering letter to this DEFFORM 47. You must provide 1x paper and 1x CD unpriced copies and 1x paper and 1x CD priced copies of your Tender and copies of supporting documents. You must not email electronic copies until after the Tender Return date has passed. If you email your Tender before the Tender Return date has passed, your Tender may be excluded from the competition.
- E2. Please ensure you include the 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 submit pdf files, password protect or encrypt any information on CDs containing prices you must supply the password 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 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.

Samples

- E9. Where samples are required for evaluation purposes you must be prepared to submit them without charge. You should clearly label samples with the following particulars:
- a. your name and address;
 - b. the Tender Reference Number and due date for return of the Tender; and
 - c. the Description and Item Number as shown in the Schedule of Requirements.
- E10. You should send any samples to the named Commercial Officer after the Tender return date.
- E11. The Authority may retain all samples for twelve (12) months from the Tender return date. After this period, the Authority will destroy the samples unless you specifically state you require their return. The Authority may keep samples associated with a successful Tender indefinitely.
- E12. Samples that are consumed will not be returned.

Section F – Conditions of Tendering

F1. The issue of ITT Documentation 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. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- c. 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;
- d. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
- e. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
- f. choose not to award any Contract as a result of the current procurement process;
- g. 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
- h. ask for a price breakdown where the Tender price is low.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract via section 5 of the Tasking Order Form.

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 instituted, 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 details of:
- 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.

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 05-99. If unsuccessful in this competition, you must seek disposal instructions for that GFA from the named Commercial Officer.

Standstill Period

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

Publicity Announcement

F11. 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.

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 and related aspects of good procurement practice.

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 and consent to these terms as part of the competition process. This allows the MOD to share information with other Government departments whilst complying with our obligations to maintain confidentiality.

Remedies for Breach of Contract

F16. You should be aware of the contractual remedies set out in the Contract 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 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. If you are unsure about the potential liability under the contract, you should seek advice from the named Commercial Officer.

Reportable Requirements

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

F18. This is not a test of your answer but failure to complete this part of the Annex makes your Tender non-compliant.

Conditions of Tendering Specific to this Requirement

Correspondence

F19. Any queries, whether of a Commercial or Technical nature, are to be addressed to the Commercial point of contact who will be responsible for co-ordinating the Authority's responses and making an inclusive reply. The Authority's point of contact is:

[redacted]

Telephone: [redacted]

E-Mail: [redacted] and copied to [redacted]

F20. Any questions raised by Tenderers will be treated in the following way:

- a. If a question is asking for clarification, the question asked and answer provided will be forwarded to all Tenderers.
- b. If the question is considered by the Authority to be specific to that Tenderer's proposal, it will be treated as commercial in confidence and will not be forwarded to any other Tenderer. The Tenderer should state, when asking the question, whether he considers it to be in this category to aid the Authority's decision process. If the Authority considers the question to be asking for clarification, it will inform the questioner of this prior to forwarding the information to other Tenderers. 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.
- c. The Authority will endeavour to answer any questions as soon as possible, either by correspondence or subsequent meetings.

F21. Receipt of this invitation should be acknowledged, stating whether or not it is your intention to deliver a Tender by the due date. Your reply should be addressed to the postal or email address above. **The Tender Label should not be used for this purpose.**

Access to Information

F22. The Authority is committed to a competitive procurement in which, as far as practicable, a "level playing field" is maintained by the equal availability of information to all Tenderers. The Authority also believes that it is essential that there is continuing dialogue between Tenderers and the Authority during the bid preparation phase to ensure that proposals address key issues and effort is not expended on proposals and issues that are unlikely to be accepted or relevant to assessment and negotiation.

F23. Any dialogue between Tenderers and the Authority during the bid preparation phase will be held on a commercial in confidence basis. The Authority will retain the right to advise all Tenderers of issues that arise that identify errors or omissions in the ITT documentation that would prejudice the

receipt of proper responses if not addressed, and any issues raised during discussions or requests for clarification / information that they should be given equal visibility to all Tenderers.

F24. Tenderers should note that all correspondence undertaken by the Authority will be Subject to Contract unless specifically advised to the contrary.

Construction of Tender

F25. Tender documents shall be on A4 or, where necessary, folded A3.

F26. For ease of reading and annotation, 1.5 line spacing should be used.

F27. A table of contents shall be supplied and an index of acronyms and abbreviations.

F28. The CDs submitted shall be certified virus free and an index file should be provided to list each file, the part of the response it relates to and on which CD it is to be found. The index should also identify which documents have not been provided electronically (if any).

F29. If any alterations or amendments to the requirements and / or the Terms and Conditions of this ITT are proposed by the Tenderer, they shall not form part of any resultant contract (which shall be strictly in accordance with said requirements and Terms and Conditions) unless specifically agreed to in writing by the Authority's Commercial Officer prior to the award of the contract.

Submission of Tender

F30. This section covers, in fairly broad detail, the Authority's requirement for the Tenderer's response to the ITT. It provides guidance on the structure of the response and the information to be contained within the response. This should not be taken as a rulebook, but merely as a minimum requirement. The Tenderer should supply all the information necessary to enable the Authority to assess the Tender response.

Organisation of Tender Response

F31. The response shall be structured into the following Volumes. A brief description of the required content is defined below :

- a. Commercial and Financial Aspects,
- b. Technical Aspects.

NOTE : TENDERERS SHALL NOTE THAT NO PRICING DETAILS SHALL BE GIVEN IN ANY OF THE ABOVE VOLUMES OTHER THAN IN THAT OF "COMMERCIAL AND FINANCIAL ASPECTS".

F32. Within each Volume the order of comments should match the order within that part of the ITT documentation (e.g. the commentary on the Contract Conditions should be in Condition number order). Each Volume shall be contained within a separate folder.

F33. All outer packaging must clearly distinguish between the Commercial and Financial proposal and the Technical proposal.

F34. The evaluation process is described in Section D and shows in general terms how the information provided will be used in the evaluation.

Commercial and Financial Aspects

Commercial and Financial Proposal

F35. This Volume shall consist of, but shall not be limited to:

- a. If requested DEFCON 76 Limit of Liability in line with current insurance policy document or Centrally Agreed LOL.
- b. ISO 9001 or equivalent Certification documents.
- c. A specific and fully complete response to each paragraph of the Commercial Compliance Matrix at Annex E to this DEFFORM 47 including confirmation of acceptance of the terms and conditions of the proposed Contract. Any deviations shall be highlighted with justification supplied for the deviation. Where the DEFFORM 47 and FATS Tasking Form paragraphs that are referred to in the Commercial Compliance Matrix provide information but no response is required, please confirm that you have read and acknowledged it in your response.
- d. A signed version of Annex B to this DEFFORM 47 – DEFFORM 30 – Electronic Transfer Agreement (if not previously provided).
- e. A completed and signed DEFFORM 47 Appendix A (OFFER).
- f. A proposed Milestone Payment Plan which is proportionate to the value delivered in the milestone period and is payable on acceptance of a firm deliverable.
- g. The Tenderer's FIRM price offer for the Items in the Statement of Requirements to the Tender on a signed DEFFORM 47 Appendix A (Offer). The Firm price offer must be in Pounds Sterling. In the event that competition is ineffective (only one Tender received) the Authority reserves the right to investigate the Tendered response in accordance with usual No Acceptable Price No Offer of Contract procedures.

F36. As well as providing details of any partnership or consortium, the Tender response shall provide an overview of his sub-contracting strategy. This shall include but not be limited to:

- a. The name and address of each sub-contractor,
- b. The value of the sub-contract, including a price breakdown,
- c. The full scope of the proposed sub-contract.

F37. If the Tenderer identifies that Travel and Subsistence is required to undertake the work under the Statement of Requirements, the Tenderer shall include these associated costs within a MAX price element of their quotation and provide details of the assumptions and rates used to calculate them; ie number of meetings, location, Motor Mileage Allowance, Hotel and Subsistence per day or overnight, Car Hire, Train etc.

Technical Aspects

Technical Proposal

F38. The Tenderer shall supply a diagram and description of the organisational structure of the Team. This shall include, but shall not be limited to:

- a. The Project Team organisation, showing job function and title with lines of responsibility between individuals,
- b. Names of key personnel with full CVs detailing qualifications and experience,
- c. Reporting structure and methods,

- d. The Tender response shall define how resource conflicts and/or unavailability shall be dealt with. This shall include a clear definition of the management structure, detailing who shall take over in the event of a management element not being available.

Project Specific

F39. The Tenderer, within his Technical response must clearly demonstrate that he has a thorough understanding of the requirements and associated risks; that he is able and willing to devote the resources necessary to meet those requirements, and has valid and practical solutions to satisfy them. Statements that indicate compliance and understanding, without supporting evidence, will be considered inadequate.

F40. To aid the Authority's assessment of the Tender, the Tenderer shall use the Comments column in the Evaluation Matrix at Annex D to this DEFFORM 47 to show either the relevant section and paragraph number or a hyperlink to where in your tender shows compliance with each of the Evaluation requirements.

F41. Government Furnished Assets (GFA). The Tenderer shall supply with his Tender response a list of all his requirements for GFA. This shall include start dates, duration of requirement and proposed end dates. The Tenderer is to provide an explanation as to why a particular piece of GFA is required and what the impact is for non-receipt. Subject to negotiation and agreement, this will be incorporated into an Annex to the Contract.

Ministry of Defence

Tender Ref No.

Tender Submission Document (Offer)

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

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

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be performed	Contractor Deliverables	Estimated Value	SME Yes / No
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 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			Yes / No	

one?	
Have circumstances changed since Supplier Selection Stage? If so is a revised Statement of Good Standing attached?	Yes* / No
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Do the Contractor Deliverables contain hazardous items, materials or substances?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) No 2037/2000 of the European Parliament and of the Council of 29 June 2000? http://ozone.unep.org/new_site/en/montreal_protocol.php	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
*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: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number:

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

Notification of Inventions etc.

3. Where the Contractor Deliverables are subject to any Registered Intellectual Property Rights select 'Yes'.

4. 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 of a Patent, a Registered Design right or an application for either, or an unregistered design right, owned by either yourself or a Third Party. This includes anything of this nature affecting the performance of any resultant contract or subsequent use of any Contractor Deliverable by the Authority. You must specifically draw attention to:

- d. any Patent or Registered Design (or application for either) or unregistered design right you own or control 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;
- e. 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;
- f. 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;
- g. 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. 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 of 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 7a.

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 7a and 7b.

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 7.

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. Council Regulation (EC) No 150/2003 suspends Custom duties on a range of military weapons and equipment. For the purposes of this competition for any Contractor Deliverables eligible for suspension of import duties and not yet imported into the European Union, you must provide prices excluding **and** including Import Duty.

17. Where the Contractor Deliverables are exempt under Council Regulation (EC) No. 150/2003, the Authority will issue a certificate for those Contractor Deliverables eligible for suspension of import duties.

18. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the collection of import duties. This includes but is not limited to obtaining Her Majesty's Revenue and Customs (HMRC) end use relief authorisation.

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 either Reportable OFFICIAL or 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/322603/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 aspiration is that 25% of spend, direct and through the supply chain, should go to SMEs by 2015. The MOD uses the EU 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 subcontractors 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/policies/buying-and-managing-government-goods-and-services-more-efficiently-and-effectively/supporting-pages/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/improving-the-transparency-and-accountability-of-government-and-its-services>) 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 ("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 Authority's Purchase to Payment (P2P) system is a mandatory requirement for this contract. You can view information on the P2P system and the methods to connect at www.d2btrade.com. Please feel free to consult the service provider on connectivity options. The Winning Tenderer will be required to sign DEFFORM 30 (Electronic Transaction Agreements) at a corporate level - if you have not done so before - and unconditionally accept DEFCON 5J (Unique Identifiers), DEFCON 129J (The Use of Electronic Business Delivery Form); and DEFCON 522J (Payment under P2P). Where Standardised Contracting 2 (SC2) or Standardised Contracting 3 (SC3) conditions are used, unconditional acceptance of all references to P2P in clause G1 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.

Reservist and other Supplier Support to the Armed Forces

31. The 2010 Strategic Defence and Security Review set out what our Armed Forces will look like and outlined the role of the Reserve Forces within that Future Force. Reserves will have a greater role, providing both a larger proportion of the force and Defence capabilities in certain specialist areas that are not practical or cost effective to maintain full time.

32. The MOD wishes to have a more sustained and enduring relationship with suppliers, on Reservist and other military personnel objectives, based on mutual benefit. The personnel objectives include:

- a. Employment of service leavers
- b. Employment of wounded, injured or sick veterans
- c. Employment of the partners of service personnel
- d. Helping local cadet units
- e. Support to Reservist employees
- f. Encouragement of Reserve service

33. Of particular interest to Defence is the need to have more Reservists employed by reserves supportive employers as described in Chapter 4 of the White Paper, 'Reserves in the Future Force 2020; Valuable and Valued' available at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/210470/Cm8655-web_FINAL.pdf

34. The Authority therefore encourages all Tenderers, and their suppliers, to:

- a. consider whether they are able to support these objectives; and, if they are
- b. sign the Corporate Covenant, declaring their support for the Armed Forces community.

35. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at: [The corporate covenant - Detailed guidance - GOV.UK](#).

36. Specific guidance on how you can support the Reserve Forces, what your support means in practice, and what the potential benefits are for you can be found at: www.sabre.mod.uk.

37. Please 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

38. Where you decide to contribute to meeting the personnel objectives above, you should also report the outcomes of such contributions to the above address so they can be recorded and acknowledged.

39. Paragraphs 31 – 38 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 and we are committed to working with you to this end.

Military Aviation Authority (MAA) Requirements

40. There are no MAA Requirements.

Bank or Parent Company Guarantee

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