Mrs Angela Benneworth

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21 May 2019

Dear Sir / Madam

**Invitation to Tender**

**Reference No. 700006721**

1. You are invited to tender for the “Lease of 1 x Black and White Digital Printer and 1 x Booklet Maker” in competition in accordance with the attached documentation.

2. The requirement is set out in the Statement of Requirements.

3. Funding has been approved. The total budget is £125,000.00 (excluding VAT), at £25,000.00 in each of the five years to cover hire, maintenance and consumables.

4. The anticipated date for the contract award decision is 18 June 2019. Please note that this is an indicative date and may change.

5. The requirement is being procured under Crown Commercial Service (CCS) Framework RM3781 Lot 2, using the CCS e-sourcing portal.

6. You must submit your Tender to the portal in the relevant place and post your printed Samples to arrive no later than 10:30 am on Monday 3 June 2019. Your technical response should be submitted though the CCS e-sourcing portal. Your printed samples and original signed copy of DEFORM 47 Annex A – Tender Submission Document (Offer)” should be posted with the Tender Return label DEFFORM 28 - attached to the outer package. Both the portal submission and hard copy parts of your Tender should arrive by 10.30 am Monday 3 June 2019. Late Tenders will not be accepted. Please see enclosed details for the list of Samples to be submitted.

Yours faithfully

**Angela Benneworth**

Commercial Officer

**List of Suppliers Invited to Submit a Tender for ITT No. 700006721**

|  |  |  |
| --- | --- | --- |
| **Supplier Name** | **Supplier Address and Phone No** | **Supplier Point of Contact** |
| Canon (UK) Ltd | Woodhatch  Cockshot Hill  Reigate  Surrey  England  Tel: 07825 203006 | Robert Wilson  Email: ccs@cuk.canon.co.uk |
| Capita Business Services Ltd | 30 Berners Street  London  England  W1T 3LR  Tel: 020 7799 1525 | Doug Williams  Email: ccs-mpsbids@capita.co.uk |
| Konica Minolta Business Solutions (UK) Ltd | Konica House  Miles Gray Road  Basildon  Essex  SS14 3AR  Tel: 07814 866254 or 01268 534 444 | Andy Haynes / Grace Ejiga  Email: bidsandtenders@konicaminolta.co.uk |
| Kyocera | Eldon Court  75-77 London Road  Reading  RG1 5BS  Tel: 0845 710 3104 | Email: RM3781@duk.kyocera.com |
| Ricoh | 800 Pavilion Drive  Northampton Business Park  Northampton  NN4 7YL  Tel: 08457 44 55 65 | Keith Stevenson  Email: bid.team@ricoh.co.uk |
| Specialist Computer Centres Plc | James House, Warwick Road  Tyseley  Birmingham  B11 2LE  Tel: 0121 766 7000 | Laurie Phillips  Email: frameworkprint@scc.com |
| Vision Group Holdings Limited | Caxton House  Watermark Way  Hertford  Hertfordshire  SG13 7TZ  Tel: 01709 820 143 | Leon Wragg  Email: lwragg@visionplc.co.uk |
| XEROX (Uk) Ltd | Bridge House  Oxford Rd  Uxbridge  Middlesex  England  Tel: 01895 251133 | Steve Young  Email: Steve.Young@xerox.com |
| XMA Ltd | Wilford Industrial Estate  Ruddington Lane  Nottingham  NG11 7EP  Tel: 0115 846 4000 | Ann O'shaughnessy  Email: ann.oshaughnessy@xma.co.uk |

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**DEFFORM 47 –**

**INVITATION TO TENDER**

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**Invitation to Tender for**

**700006721 –** **Lease of 1 x Black and White Digital Printer and 1 x Booklet Maker**

**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:

o Section A – Introduction

 DEFFORM 47 Definitions

 Purpose

 ITT Documentation and ITT Material

 Tender Expenses

 Material Change of Control from Supplier Selection

 Contract Conditions

 Consultation with Credit Reference Agencies

 Other Information

o Section B – Key Tendering Activities

o Section C – Instructions on Preparing Tenders

 Tenders for Selected Contractor Deliverables

 Construction of Tenders

 Validity

 Variant Bids

o Section D – Tender Evaluation

o Section E – Instructions on Submitting Tenders

 Submission of your Tender

 Samples

o Section F – Conditions of Tendering

 Conforming to the Law

 Bid Rigging and Other Illegal Practices

 Conflicts of Interest

 Government Furnished Assets

 Standstill Period

 Publicity Announcement

 Sensitive Information

 Reportable Requirements

 Specific Conditions of Tendering

o DEFFORM 47 Annex A – Tender Submission Document (Offer)

 Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory

Declarations

* Contract Schedules
* Statement of Requirements
* Schedule of Requirements
  + - * Required Samples Document List
      * Contractor’s Commercially Sensitive Information Form
* Call-off Lease Agreement
* DEFFORM 68 – Hazardous Articles
* Statement Relating to Good Standing
* DEFFORM 28 – Tender Return Label

**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, who been invited to submit a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.

A3. “Invitation to Tender” (ITT) refers to the first document that the Authority sends out to potential

Tenderers that initiates a tender response, competitive dialogue or negotiation.

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

A5. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) and any associated technical data 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” 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 Requirement” details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached to this DEFFORM 47. This may include the System Requirements Document (SRD).

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

A9. “Contract Conditions” means the attached conditions that will govern any resultant contract. A10. A “Third Party” is any person who is not an employee of the Tenderer as defined at A2.

**Purpose**

A11. The purpose of this ITT is to invite you to propose a solution / best price to meet the

Authority’s requirement. This documentation explains and sets out the:

a. tender process and timetable for the next stages of the procurement;

b. instructions and conditions that govern this competition;

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

d. administrative arrangements for the receipt and evaluation of Tenders; and e. Contract Conditions that shall apply in the event that the Authority awards a

contract following this competition.

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

A13. This ITT has been issued to all potential Tenderers that are listed as suppliers in Lot 2 of the Crown Commercial Service (CCS) Framework RM3781.

A14. The requirement was advertised by the Authority in the CCS e-sourcing portal and Contracts Finder with reference to the requirement for the Lease of 1 x Black and White Digital Printer and 1 x Booklet Maker following the Restricted Procedure under the Public Contract Regulations 2015.

**ITT Documentation and ITT Material**

A15. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any intellectual property rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;

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

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

d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A15.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;

e. accept that any further disclosure of ITT Documentation, (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority’s written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;

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

g. immediately return all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and

h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked ‘OFFICIAL-SENSITIVE’ or

‘SECRET’.

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

**Tender Expenses**

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

**Material Change of Control from Supplier Selection**

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

**Contract Conditions**

A19. The Contract conditions for Lot 2 of the Crown Commercial Services Framework RM3781 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.

**Section B – Key Tendering Activities**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Initiated By** | **Submit to:** |
| Final date for  Clarification Questions  / Requests for additional information | 25 May 2019 by 1600 | Tenderers | Commercial Manager |
| Final Date for Requests for Extension to return date1 | 25 May 2019 by 1600 | Tenderers | Commercial Manager |
| The Authority issues Final Clarification Answers2 | 29 May 2019 | The Authority | All Tenderers 3 |
| Tender Return | 3 June 2019 | Tenderers | The Tender Board |
| Tender Evaluation | 7 June 2019 | The Authority | N/A |
| Contract Award  Decision (Standstill) | 7 June 2019 | The Authority | Tenderers |
| Contract  Commencement | 1 July 2019 | The Authority | Winning Tenderer |
| Delivery of 1 x black and white digital printer and 1 x booklet maker | 1 July 2019 | Winning Tenderer | The Authority |

**Notes**

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

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

3. Negotiations are not permitted under the Open or Restricted Procedures.

**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 ex VAT. Prices must be Firm 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. Any Tender made subject to additional or alternative Contract Conditions alone is not 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. 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.

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

# Section D – Tender Evaluation Criteria

This section details how your Tender will be evaluated.

Tenders must meet all Technical and Commercial evaluation requirements to be considered compliant and receive a total score. Any tender which is considered non-compliant will be excluded from the competition.

The Tender Evaluation will be on the basis of:

Most Economically Advantageous Tender (MEAT) with a split of 50% / 50% between Technical / Commercial.

The overall evaluation will be a score out of 100 (as this represents 100% of the total available).

A score of 50 will be allocated to the compliant tender which receives the highest total mark in the technical evaluation. The technical score of the other compliant tenders will be calculated using a percentage (%) difference method between the highest total mark and their total mark (as illustrated in the scoring example). This will be considered as the Technical score.

A score of 50 will be allocated to the compliant tender with the lowest price in the commercial evaluation. The commercial score of the other compliant tenders will be calculated using a percentage (%) difference method between the lowest price and their price (as illustrated in the scoring example). This will be considered as the Commercial score.

Technical and Commercial scores will be added together to give a total score. The tender with the highest total score will be considered to be the “Winning Tender”.

Tenders will be evaluated based on the contents of the tender only, this includes printed samples and any written samples. Technical evaluations will be undertaken independently from Commercial evaluations and without knowledge of associated prices.

**Commercial Evaluation**

The Commercial evaluation will consider if everything requested has been provided, including;

* The tender was received by the deadline.
* Any requested samples were submitted.
* The total price quoted is within the approved funding.
* Schedule of Requirements indicating pricing breakdown was submitted.
* Tender Offer Annex A was submitted with an original ink signature.
* All other requested DEFFORMs / Statement Relating to Good Standing were submitted.
* Terms & conditions / delivery date are accepted and can be met.

Any tender which does not include all the required documentation will be considered non-compliant. Providing these requirements and all Technical requirements have been met, a Commercial score will then be awarded based on the total price quoted on the Schedule of Requirements (and confirmed in DEFFORM 47 Annex A). The total price entered should be the amount for 5 years for the provision of all services/requirements set out in the Statement of Requirement. (The contract is initially for 3 years but with 2 additional options years that may be taken. Therefore, tenders will be compared based on the maximum cost that could be incurred should the full duration be required).

Please note that when the contract is in place, payments for goods and/or services will be made after the goods and/or services have been fully delivered, i.e. payment for purchase of an item will be made after it has been delivered and installed or payment for annual maintenance of a piece of equipment will be made at the end of the contract year during which the maintenance was undertaken.

Should any exclusions apply to any services/packages that you would provide in meeting the requirements, these exclusions should be clearly indicated in your tender.

**Technical Evaluation**

The Technical evaluation will allocate points to a series of requirements/criteria to establish if the tender proposal will meet the Statement of Requirements. These will also be weighted, with the most important requirements/criteria being allocated a higher weight so that they account for more of the available points.

Any tender which scores lower than 1 on any individual requirement / criteria, receives total points of less than 50 or receives a fail on a pass / fail requirement / criteria will be considered non-compliant.

Providing minimum points/marks have been received and all Commercial requirements have been met, a Technical score will then be awarded based on the total marks received.

The requirements/criteria which will be evaluated are set out in the table below.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Number** | **Requirement/Criteria** | **Points Available**  **(0-3)** | **Points Awarded** | **Weight** | **Mark Available** | **Marks Awarded** |
| 1 | Does the tender provide for 100% service and breakdown cover throughout the life of the contract? |  | 2 | 5 | 10 |  |
| 2 | Does the tender comply with the requirement for 120 prints/copies per min and 1200 booklets per hour? |  | 2 | 3 | 6 |  |
| 3 | Does the tender provide for on-site training for the existing members of staff (6 persons) and provide user guide/manuals; and in the event of any replacement/additional staff does this training requirement extend throughout the life of the contract at no extra fee to include these staff? |  | 2 | 2 | 4 |  |
| 4 | Does the tender indicate the black and white printer, will have capability to print up to 100000 per quarter (33000 impressions per month)? |  | 2 | 3 | 6 |  |
| 5 | Does the tender indicate the booklet maker can produce books with the thickness of 25+ sheets, fold, perforate and trim? |  | 2 | 3 | 6 |  |
| 6 | Does the tender indicate the black and white printer can staple to the corner of a document, double staple and staple 50 sheets as a minimum, and online hole punch? |  | 2 | 2 | 4 |  |
| 7 | Are consumables such as toners, staples of both machines included in the rental price? |  | 2 | 2 | 4 |  |
| 8 | Does the tender include a paper folding capability of producing leaflet tri-folds? |  | 2 | 2 | 4 |  |
| 9 | Does the tender indicate an engineer will be on site within 4 hours of placing a call for assistance? |  | 2 | 3 | 6 |  |
| 10 | Does the tender for the black and white production device print stock ranges from 62gsm to 300gsm? |  | 2 | 2 | 4 |  |
| 11 | Does the tender for the booklet maker provide capability to handle minimum sheet 210mm x 140mm sizes through to maximum of 630mm x 330mm, and various stock weights from 62gsm to 300gsm? |  | 2 | 2 | 4 |  |
| 12 | Can the tenderer deliver devices to stated dates? |  | 2 | 2 | 4 |  |
| 13 | Does the tender confirm that neither device shall be connected to the internet, and that suppliers’ engineers will provide and install all software updates? (as per SOR). Tenderer’s engineers to ensure print devices are connected to print management software to Graphics & Print PC LAN network. |  | 2 | 2 | 4 |  |
| 14 | Does the proposal provide evidence that there is a simple meter reading and recording process for billing purposes? |  | 2 | 2 | 4 |  |
| 15 | Does the proposal provide evidence that both devices are user friendly with simple image quality adjustment and photocopying capability? The print production device printing to 600 dpi. |  | 2 | 2 | 4 |  |
| 16 | Is it demonstrated in the tender that the print production device maximum footprint area is within 2.7 x 0.95 metres, booklet maker device maximum footprint area is within 2.7 x 0.90 is as stated in the SOR? |  | 2 | 2 | 4 |  |
| 17 | Is there evidence in the tender the print production device has a minimum of 8 paper trays, 2 x 2000, 3 x 500, 2 x interposer, with high capacity stacker offset output tray? |  | 2 | 2 | 4 |  |
| 18 | Is it confirmed in the tender the print production device is capable of operating at the available power supply of 1 x 16 amp, 2 x 13 amp? The booklet maker is capable of operating at the available power supply of 2 x 13 amp sockets? (refer to SOR) |  | 2 | 2 | 4 |  |
| 19 | Tender to offer multipage colour and black and white scan to JPEG or PDF document capability. |  | 2 | 2 | 4 |  |
| 20 | Tender to confirm all technical issues to be resolved within 3 months and to offer alternative suitable device beyond this or contract termination. |  | 2 | 1 | 2 |  |
| 21 | Tender engineer to remove hard drive on site at end of contract; give to and be retained by RNAS Culdose IT Security Officer following contract end and pre-machine removal. |  | 2 | 1 | 2 |  |
| 22 | Tender to offer user print management, with device features capable of offset, collate, group, image shift, staple, duplex. |  | 2 | 2 | 4 |  |
| 23 | Safe noise operation levels 80 dBA |  | 2 | 1 | 2 |  |
|  | Total Marks for Technical Evaluation |  |  |  | 100 |  |

|  |  |  |
| --- | --- | --- |
| **Criterion Scores:** | | |
| Each individual criterion will be evaluated against the following scoring mechanism. | | |
| 0 | Not Answered | Nil or inadequate response. Fails to demonstrate an ability to meet the requirement. |
| 1 | Partially Met | The response addresses some of the elements of the requirement but does not fully detail or explain how the requirement will be fulfilled. |
| 3 | Met | The response is comprehensive, unambiguous and demonstrates a thorough understanding of requirement and provides details of how the requirement will be met in full. |

**Scoring Example**

The following table provides an example of how tenders may be scored (based on a 1 – 5 scoring) and is for illustrative purposes only.

Technical Mark = Points Awarded x Weight

Technical Score = 50 x (Tender Technical Mark/Highest Technical Mark)

Commercial Score = 50 x (Lowest Price/Tender Price)

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Letter/Number** | **Weight** |  | **Tender 1 Points** | **Tender 1 Mark** |  | **Tender 2 Points** | **Tender 2 Mark** |  | **Tender 3 Points** | **Tender 3 Mark** |  | **Tender 4 Points** | **Tender 4 Mark** |
| A | N/A |  | Pass | Pass |  | Pass | Pass |  | Pass | Pass |  | Pass | Pass |
| B | N/A |  | Pass | Pass |  | Fail | Fail |  | Pass | Pass |  | Pass | Pass |
| 1 | 5 |  | 5 | 25 |  | 5 | 25 |  | 3 | 15 |  | 4 | 20 |
| 2 | 5 |  | 5 | 25 |  | 5 | 25 |  | 5 | 25 |  | 3 | 15 |
| 3 | 4 |  | 5 | 20 |  | 5 | 20 |  | 4 | 16 |  | 4 | 16 |
| 4 | 4 |  | 4 | 16 |  | 5 | 20 |  | 4 | 16 |  | 5 | 20 |
| 5 | 4 |  | 5 | 20 |  | 5 | 20 |  | 3 | 12 |  | 4 | 16 |
| 6 | 4 |  | 4 | 16 |  | 1 | 4 |  | 4 | 16 |  | 5 | 20 |
| 7 | 3 |  | 4 | 12 |  | 3 | 9 |  | 5 | 15 |  | 5 | 15 |
| Total Mark |  |  |  | 134 |  |  | 123 |  |  | 115 |  |  | 122 |
| Technical Compliance |  |  |  | Pass |  |  | Fail |  |  | Pass |  |  | Pass |
| Technical Score  (Max 50%) |  |  |  | 50.00 |  |  | 0 |  |  | 42.91 |  |  | 45.52 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Price |  |  |  | 124,000 |  |  | 110,000 |  |  | 175,000 |  |  | 100,000 |
| Commercial Compliance |  |  |  | Pass |  |  | Pass |  |  | Fail |  |  | Pass |
| Commercial Score  (Max 50%) |  |  |  | 40.32 |  |  | 45.45 |  |  | 0 |  |  | 50.00 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Score  (Max 100%) |  |  |  | 90.32 |  |  | 0.00 |  |  | 0.00 |  |  | 95.52 |

Tender 2 was non-compliant as it did not meet the mandated minimum Technical points for each requirement/criteria, as number 6 only received 1 points and letter B received a fail. Therefore, no total score was achieved.

Tender 3 was as non-compliant as it did not meet the Commercial requirements as Terms and Conditions were not accepted and the total price quoted exceeded the funding available of £125,000. Therefore, no combined total was achieved.

Tender 4 is the Winning Tender, as it had the highest total Technical/Commercial score and was considered both technically and commercially compliant.

**Section E – Instructions on Submitting Tenders**

**Submission of your Tender**

E1. The relevant parts of Tenders must be submitted online and/or 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.

For clarity an original signed DEFFORM 47 Annex A and your sample documents should be posted to the Tender Board using the DEFFORM 28 label and other requirements should be submitted via the CCS e-sourcing portal.

E2. Not applicable.

E3. You must complete and include DEFFORM 47 Annex A (Offer) 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 your printed samples.

E5. Not applicable.

E6. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your hard copy documents.

E7. If you intend to hand deliver your Tender you must inform the named Commercial Manager 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 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 and subsequent acceptance of contract, 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 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 Single Source Contract Regulations 2014;

h. choose not to award any contract as a result of the current procurement process;

i. award a Contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and/or

j. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

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

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

**Conforming to the Law**

F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU

and UK legislation and any equivalent legislation in a third state.

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

**Bid Rigging and Other Illegal Practices**

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

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

**Conflicts of Interest**

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

F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed

Compliance Regime in your Tender. As a minimum this must include:

a. manner of operation and management;

b. roles and responsibilities;

c. standards for integrity and fair dealing;

d. levels of access to and protection of competitors sensitive information and Government

Furnished Information;

e. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);

f. the Authority’s rights of audit; and

g. physical and managerial separation.

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

**Government Furnished Assets**

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for that GFA from the named Commercial Officer.

**Standstill Period**

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

**Publicity Announcement**

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

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

Commercial Officer.

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

**Sensitive Information**

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

Information requests.

F15. For these purposes, the Authority may share within Government any of the Contractor’s documentation / information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) 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.

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

**Reportable Requirements**

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. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority’s evaluation of your tender, as detailed in Section D.

F19. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your bank and the relevant bank account number on contract award.

**Specific Conditions of Tendering**

F20. The Tenderers’ attention is drawn to the following: Not applicable

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**DEFFORM 47 ANNEX A –**

**TENDER OFFER**

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**Tender Ref No. 700006721**

**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 |
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| **Mandatory Declarations** (further details are contained in Appendix 1 to DEFFORM 47 Annex  A (Offer)): | | | **Tenderer’s Declaration** | | |
| Is the offer subject to the Authority contracting for all the Contractor Deliverables? | | | Yes\* / No | | |
| Is the offer made subject to a Minimum Order Quantity? | | | Yes\* / No | | |
| Are the Contractor Deliverables subject to IPR that has been exclusively or part  funded by Private Venture, Foreign Investment or otherwise than by the Authority funding? | | | Yes\* / No | | |
| Are the Contractor Deliverables subject to Foreign Export Control and Security  Restrictions? If the answer is Yes, please complete and attach DEFFORM528 | | | Yes\* / No | | |
| Have you obtained foreign export approval necessary to secure IP user rights for the  Authority in Contract Deliverables, including technical data, as determined in the  Contract Conditions? | | | Yes / No | | |
| Have you provided details of how you will comply with all regulations relating to the  operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended? | | | Yes / No | | |
| Have you completed Form 1686 for sub-contracts? | | | Yes / No | | |
| Have you completed the compliance matrix/matrices? | | | Yes / No / Not Required | | |
| Are you a Small Medium 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 previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version? | | Yes\* / No / N/A |
| Do the Contractor Deliverables contain Asbestos, as defined by the control of  Asbestos Regulations 2012? | | Yes\* / No |
| Have you completed and attached a DEFFORM 68 – Hazardous Articles, Deliverables materials or substances statement? | | Yes\* / No |
| Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended [by EC](http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer)  [744/2010](http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer)) of the European Parliament and of the Council? | | 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** | | |
| We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:  a. the offered price has not been divulged to any Third Party,  b. no arrangement has been made with any Third Party that they should refrain from tendering,  c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,  d. no discussion with any Third Party has taken place concerning the details of either’s proposed price, and  e. no arrangement has been made with any Third Party otherwise to limit genuine competition.  We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.  We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.  We agree that the Authority may share the Contractor’s information / documentation (submitted to the Authority during this procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A. | | |
| **Dated this .................. day of ................................................................... Year ........................** | | |
| **Signature: In the capacity of**  **.......................................................................................................**  (Must be original) (State official position e.g. Director, Manager, Secretary etc.) | | |
| **Name:** (in BLOCK CAPITALS)  **duly authorised to sign this Tender for and on behalf of:**  (Tenderer’s Name) | **Postal Address:**  **Telephone No:**  **Registered Company Number:**  **Dunn And Bradstreet Number:** | |

**Part Tender**

**Information on Mandatory Declarations**

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. If you have answered ‘Yes’ in Annex A (Offer) as directed by para 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or likely be, the subject to any IPR restrictions or any other restriction on the Authority’s ability to use or disclosure the Contractor Deliverable, including export restrictions. In particular, you must identify:

a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;

b. any allegation made against you, whether by claim or otherwise, of an infringement of

Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design

Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;

c. the nature of any allegation referred to under sub-paragraph 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 resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

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. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

8. 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.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

10. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.

11. 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 8.

12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defence 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**

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

14. 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 Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.

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

**Sub-Contracts Form 1686**

16. [Form 1686](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc) (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](https://www.gov.uk/government/publications/security-policy-framework).

**Small and Medium Enterprises**

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

18. 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](http://www.promptpaymentcode.org.uk/).

19. Suppliers are also encouraged to work with the Authority to support the Authority’s SME initiative. Information on the Authority’s purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement).

20. 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](http://www.contracts.mod.uk/feed)

Tel No: 0845 270 7099

**Transparency, Freedom of Information and Environmental Information**

**Regulations**

21. 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 ([Government Transparency and Accountability](https://www.gov.uk/government/policies/government-transparency-and-accountability)) and the information contained within Clause 34.5 of the Call-Off-Order-Form.

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

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

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

**Electronic Purchasing**

25. Tenderers must note that use of the [Contracting, Purchasing and Finance](https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system) (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. 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**

26. If you have not previously submitted a State Relating to Good Standing or circumstances have changed, please select ‘Yes’ and submit a Statement Relating to Good Standing with your Tender.

**Asbestos, Hazardous Items and Depletion of the Ozone Layer**

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

**Military Aviation Authority (MAA) Requirements**

28. There are no Military Aviation Authority Requirements.

**Bank or Parent Company Guarantee**

29. A Parent Company or Bank Guarantee may be required. In the event that your tender is identified as the most favourable / compliant tender, but MOD assesses that a Parent Company or Bank Guarantee is required, then one will be requested (in the form of DEFFORM 24/24A as appropriate). No contract will be awarded until a suitable Parent Company or Bank Guarantee, as appropriate, is in place.

**The Armed Forces Covenant**

30. 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.

31. 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.

32. [The Armed Forces Covenant](https://www.gov.uk/government/policies/armed-forces-covenant) provides guidance on the various ways you can demonstrate your support through the Corporate Covenant.

33. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: [employerrelations@rfca.mod.uk](mailto:employerrelations@rfca.mod.uk)

Address: Defence Relationship Management

Ministry of Defence

Holderness House

51-61 Clifton Street

London

EC2A 4EY

34. Paragraphs 30 - 33 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.

**STATEMENT OF REQUIREMENTS**

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**Statement of Requirements**

The requirement is for the replacement lease for 1 x black and white digital printer (currently Canon VP120 black and white printer installed April 2014) and 1 x booklet maker (currently Morgana DocuMaster Pro with Square Back installed April 2014) with an inclusive service contract in the Print Centre at RNAS Culdrose. The present machines are on a combined contract agreement which is due to expire on 30 June 2019. The new arrangements will be for an initial 3 year period with 2 additional option years to a maximum of 5 years.

The Print Centre undertakes all colour, black and white printing and finishing requirements for RNAS Culdrose and its lodger Naval Air Squadrons and units. All printed literature, from Weekly Orders to Merlin helicopter training manuals are essential for operational capability. This requirement is to maintain as minimum 1 x black and white digital printer (400000 prints per annum) and 1 x industrial booklet maker for outputs.

Both machines are required to have cover breakdown and guaranteed support. These industrial machines will be sited in the Print Centre and operated by dedicated specialist staff (Digital Print Technician1-E1, Digital Print Technician2-E2) in order to optimise outputs and costs (quarterly rental and click charge).

**Requirements for the black and white digital printer**.

Any solution provided by the approved suppliers must meet the criteria set out below:

Number of units

One unit, with 100% service and breakdown cover.

Length of Contract

The contract will be for an initial 3 year period with 2 additional option years to a maximum of 5 years.

Costings to be provided for 3, 4 and 5-year terms.

Print engine

Power supply: Any solution must be capable of operating from the available power supply of 1 x 16 amp and 2 x 13 amp sockets.

Footprint area

Maximum area 2.70 x 0.95 metres

Speed:

120 prints/copies per minute. Capable of auto-duplex printing with a copy and scan capability.

Duty cycle:

Capable of printing up to 100000 per quarter (33000 impressions per month).

User interface:

The operator’s panel must be user-friendly with simple quality adjustment.

Media/consumables handling

Currently 8 paper trays, minimum 3 x 500+ paper cassettes, 2 x 2000 high capacity feeder, 2 x interposer inserter feed tray for external media, high capacity stacker, offset catch-tray;

Additional functionality to include:

Paper folding unit capable of leaflet tri-fold.

Stock weights:

The minimum requirements for stock ranging from 62gsm to 300gsm (350gsm is preferable).

Stock sizes:

All sizes up to and including SRA3 coated and uncoated.

Finishing

Solution must be able to staple to the document corner, and double staple, 50 sheets minimum.

Professional punch

Professional punch with dies for loose sheet 4 hole punch and loose sheet 21 square die punch (these to be included)

Data management

Networked and capability to reside on Graphics/Print stand-alone LAN.

Consumables

All toners and staples to be included within rental costs

Financial constraints

Any solution provided must remain within a combined limit of per quarter £6500.

Maintenance, billing and servicing

Competitive rates mono impressions required this is to be easily identifiable through auto-recognition of the device and recordable for billing purposes. There must be simple meter reading and recording process.

Service calls to be placed via a call centre; Engineer to be on-site within 4-hours if call reported AM. Device will NOT be connected to the internet, suppliers’ engineers to provide and install all software updates.

Training

Machine and Print Server (including software) training to be provided on-site to print room by supplier. Any print calibration to be supplied and training provided.

Security

Any device(s) hard drives are to be removed, given to and retained by RNAS Culdose IT Security Officer following contract end and pre-machine removal; Neither device will be connected to the internet.

**Requirements for Booklet Maker**

Any solution provided by the approved suppliers must meet the criteria set out below:

Number of units

One unit, with 100% service and breakdown cover.

Length of contract

The contract will be for an initial 3 year period with 2 additional option years to a maximum of 5 years.

Costings to be provided for 3, 4 and 5-year terms.

Print engine

Power supply: Any solution must be capable of operating from the available power supply of 2 x 13 amp sockets.

Footprint area

Maximum area 2.70 x 0.90 metres

Speed

1200 books per hour.

Booklet

Book thickness 25+ sheets

User interface:

Operator’s panel must be user-friendly with simple adjustment.

Stock weights:

Takes multi weight pre-collated stocks, maximum stock up to 0.4mm (approx 400 gsm), minimum paper thickness 0.11mm (approx 80gsm), including laminated material.

Stock sizes:

Maximum sheet size L 630mm x W 330mm, Minimum sheet size 210mm x 140mm

Finishing

Squareback, crease without cracking, 2 knife trimmer(adjustable), perforate, double staple, multiple fold.

Data management

If combo device to be networked and capability to reside on Graphics/Print stand-alone LAN.

Consumables

Staples to be included within rental costs

Financial Constraints

Any solution provided must remain within a combined limit of per quarter £6500.

Maintenance, billing and servicing

Service calls to be placed via a call centre; Engineer to be on-site within 4-hours if call reported AM. Suppliers’ engineers to provide and install all software updates.

Training

Machine software training to be provided on-site to print room by supplier. Manuals supplied and operators training provided.

Security

Any device(s) hard drives are to be removed, given to and retained by RNAS Culdose IT Security Officer following contract end and pre-machine removal; Neither device will NOT be connected to the internet.

**SCHEDULE OF REQUIREMENTS**

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**Schedule of Requirements**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Deliverables** | | | | | | | | | |
| **Item Number** | **MOD Stock Reference No.** | **Part No. (where applicable)** | **Specification** | **Consignee Address Code** | **Packaging Requirements inc. PPQ and DofQ** | **Delivery Date**  **(estimated dates to be confirmed on contract award)** | **Total Qty** | **Firm Price (£) Ex VAT** | |
| **Per Item** | **Total inc. packaging**  **(and delivery)** |
| 1 |  |  | Lease of 1 black and white digital printer and 1 x booklet maker to include servicing, maintenance and consumables. | XY | 00 | Year 1 –  July 2019 to  June 2020 | 1 |  |  |
| 2 |  |  | Click charge | XY | 00 | Year 1 –  July 2019 to  June 2020 | 400000 pa |  |  |
| 3 |  |  | Lease of 1 black and white digital printer and 1 x booklet maker to include servicing, maintenance and consumables | XY | 00 | Year 2 –  July 2020 to  June 2021 | 1 |  |  |
| 4 |  |  | Click charge | XY | 00 | Year 2 –  July 2020 to  June 2021 | 400000 pa |  |  |
| 5 |  |  | Lease of 1 black and white digital printer and 1 x booklet maker to include servicing, maintenance and consumables | XY | 00 | Year 3 –  July 2021 to  June 2022 | 1 |  |  |
| 6 |  |  | Click charge | XY | 00 | Year 3 –  July 2021 to  June 2022 | 400000 pa |  |  |
| 7 |  |  | Lease of 1 black and white digital printer and 1 x booklet maker to include servicing, maintenance and consumables | XY | 00 | Year 4 –  July 2022 to  June 2023 | 1 |  |  |
| 8 |  |  | Click charge | XY | 00 | Year 4 –  July 2022 to  June 2023 | 400000 pa |  |  |
| 9 |  |  | Lease of 1 black and white digital printer and 1 x booklet maker to include servicing, maintenance and consumables | XY | 00 | Year 5 –  July 2023 to  June 2024 | 1 |  |  |
| 10 |  |  | Click charge | XY | 00 | Year 5 –  July 2023 to  June 2024 | 400000 pa |  |  |
|  |  |  |  |  |  |  |  | **Total Firm Price** |  |

|  |  |
| --- | --- |
| **Item Number** | **Consignee Address (XY code only)** |
| **1 to 10** | **RNAS Culdrose, Helston TR12 7RH** |

**Note: The Click Charge figure of 400000 pa is an estimated figure only for tender comparison purposes and not a guaranteed amount required under the Contract.**

**REQUIRED SAMPLES**

**DOCUMENT LIST**

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**Required Samples Document List**

**Samples to be printed on black and white print production device:**

All samples to be provided are attached on the CCS e-sourcing portal.

Sample list: 700006721 Sample print A

700006721 Sample print B

700006721 Sample print C

700006721 Sample print D

Sample A is to be reproduced single sided. Samples B, C and D are to be reproduced doubled sided.

All samples are to be produced individually on A4 size paper. Printed on Steinbeis Classic white 100% recycled paper, 80gsm OR similar 100% recycling paper.

**Samples for booklet maker:**

2.no printed examples of tenderers choice which must demonstrate:

1. The thickest booklet possible, 300gsm cover, 100gsm pages, stapled, creased

2. 5 x perforated 100gsm sheets

**Please note:**

All the samples are to be submitted offline to Her Majesty’s Naval Base Portsmouth, using the labels provided at the end of these documents.

Samples must be submitted before the tender deadline of 3 June 2019.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **)**  **Appendix - Addresses and Other Information** | | | | |
|  | 1. **Assistant Commercial Officer:**   Name: Angela Benneworth  Address: Room 303, Building 1/080, Jago Road,  HMNB Portsmouth, PO1 3LU  Email: angela.benneworth100@mod.gov.uk  🕿 023 9272 5856 |  | **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 |  |
|  | | | | |
|  | 1. **Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available):   Name: Max Orkamfat  Address: Fleet Graphics Culdrose, Royal Naval Air Station Culdrose, Helston, Cornwall, TR12 7RH.    Email max.orkamfat707@mod.gov.uk  🕿 01326 552453 |  | **9. Consignment Instructions:**  The items are to be consigned as follows:    See Schedule of Requirement |  |
|  | | | | |
|  | 1. **Packaging Design Authority:**   Organisation and point of contact:    (where no address is shown please contact the Project Team in Box 2)  🕿 |  | **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 🕿 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com |  |
|  | | |
|  | 1. **(a) Supply/Support Management Branch or Order Manager**   **Branch/Name:**  **As per section 2**  🕿  **(b) U.I.N.** |  |
|  | | | | |
|  | 1. **Drawings/Specifications are available from:** |  | **11. The Invoice Paying Authority:**  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> |  |
|  | | |
|  | 1. **Intentionally Left Blank** |  |
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|  | 1. **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] |  | **12. Forms and Documentation are available through \*:**  Ministry of Defence, Forms and Pubs Commodity Management  PO Box 2, Building C16, C Site  Lower Arncott  Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)  **Applications via fax or email:** [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk). |  |
|  |  | | |
|  |  | **\* NOTE**  **1.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>  2. If the required forms or documentation are not available on the MOD Intranet site requests should be submitted through the Commercial Officer named in Section 1. |  |
|  | | | | |

**CONTRACTOR’S COMMERCIALLY SENSITIVE INFORMATION**

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**Schedule 4 - Contractor’s Commercially Sensitive Information Form**

**(i.a.w. condition 5)**

|  |
| --- |
| Contract No: |
| Description of Contractor’s Commercially Sensitive Information: |
| Cross Reference(s) to location of sensitive information: |
| Explanation of Sensitivity: |
| Details of potential harm resulting from disclosure: |
| Period of Confidence (if applicable): |
| Contact Details for Transparency / Freedom of Information matters:  Name:  Position:  Address:  Telephone Number:  Email Address: |

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**DEFFORM 68 –**

**HAZARDOUS ARTICLES**

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**Hazardous Articles, Deliverables, Materials or**

**Substances Statement by the Contractor**

Contract Number: 700006721

Contract Title: Lease of 1 x Black and White Digital Printer and 1 x Booklet Maker

Contractor:

Date of Contract:

\* To the best of our knowledge there are no hazardous Articles, Deliverables, materials or substances to be supplied.

\* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:     ) attached in accordance with either:

DEFCON 68 ; or

Condition 9 of Standardised Contract 1A/B Conditions ;

Contractor’s Signature:

Name:

Job Title:

Date:

\* check box (☒) as appropriate

**To be completed by the Authority**

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Department of Safety & Environment, Quality and Technology (D S & EQT)

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol, BS34 8JH

Email: [DESTECH-QSEPEnv-HSISMulti@mod.gov.uk](mailto:DESTECH-QSEPEnv-HSISMulti@mod.gov.uk)

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**STATEMENT RELATING TO**

**GOOD STANDING**

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Our Reference: 700006721

20 May 2019

Dear Sir or Madam,

1. Thank you for your interest in the lease of 1 x black and white digital printer and 1 x booklet maker.
2. You will be aware that the MOD expects its suppliers to maintain high standards of integrity and professionalism in their business dealings and adhere to the laws of the countries where they operate.
3. Regulation 57 of **the Public Contracts Regulations 2015** applies to the current procurement. For the purposes of meeting its obligations under the Regulations, the MOD requires all potential suppliers to complete the Statement Relating to Good Standing. This requires a signature on behalf of the company to confirm that none of the matters referred to in Regulation 57(1) and (3) (being grounds for mandatory exclusion) or in Regulation 57(4) and (8) (being grounds for discretionary exclusion) apply to the supplier.
4. The MOD may disqualify any supplier from the procurement who has been convicted of any of the offences listed at Regulation 57(1) and (3) or where any of the situations in regulation 57(4) or (8) apply. If any of the matters referred to in the Statement applies to your company, you must provide additional information regarding the circumstances, including, if appropriate, any remedial action to prevent their recurrence or any payment of, or agreement to pay, outstanding taxes or social security contributions. This additional information, excluding any supporting documentation, shall not exceed five (5) A4 pages in total.
5. Any evidence of fraud, bribery, corruption or other dishonest irregularities in relation to this procurement procedure could result in your disqualification from the procedure.
6. The Statement Relating to Good Standing must be signed on behalf of the legal entity seeking to contract for this requirement at Director Level or equivalent. Please return the signed Statement Relating to Good Standing and any additional information to the Authority no later than fourteen (14) calendar days from the date of this letter.
7. May I once again thank you for the interest you have shown in this requirement.

Yours faithfully

Angela Benneworth

Assistant Commercial Officer

**The Statement Relating To Good Standing**

**Contract Title:** Lease of 1 x Black and White Digital Printer and 1 x Booklet Maker

**Contract Number:** 700006721

* + - 1. We confirm, to the best of our knowledge and belief, that [***insert potential supplier***] including its directors or any other person who has powers of representation, decision or control or is a member of the administrative, management or supervisory body of [***insert potential supplier***] has not been convicted of any of the following offences within the past 5 years:

1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
2. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
3. common law offence of bribery;
4. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
5. any of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:
6. the common law offence of cheating the Revenue;
7. the common law offence of conspiracy to defraud;
8. fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
9. fraudulent trading within the meaning of section 458 of the Companies Act 1985, Article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006;
10. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
11. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
12. destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
13. fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or
14. the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;
15. any offence listed:
16. in section 41 of the Counter Terrorism Act 2008; or
17. in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
18. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;
19. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;
20. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
21. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;
22. an offence under section 59A of the Sexual Offences Act 2003;
23. an offence under section 71 of the Coroners and Justice Act 2009;
24. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
25. an offence under section 2 or 4 of the Modern Slavery Act 2015;
26. any other offence within the meaning of Article 57(1) of Public Contracts Directive –
27. as defined by the law of any jurisdiction outside England and Wales and Northern Ireland: or
28. created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;
29. any breach of its obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any jurisdictions of the United Kingdom
    * + 1. **[*Insert potential supplier*]** further confirms to the best of our knowledge and belief that within the last 3 years it:
30. has fulfilled its obligations relating to the payment of taxes and social security contributions of the country in which it is established or with those of any jurisdictions of the United Kingdom;
31. is not bankrupt or is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an agreement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
32. has not committed an act of grave professional misconduct, which renders its integrity questionable;
33. has not entered into agreements with other suppliers aimed to at distorting competition;
34. is not subject to a conflict of interest within the meaning of regulation 24;
35. has not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;
36. has not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;
37. is not guilty of serious misrepresentation in providing any information required by this statement;
38. has not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;
39. in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;
40. has fulfilled its obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in [PPN 8/16](https://www.gov.uk/government/publications/procurement-policy-note-816-standard-selection-questionnaire-sq-template) Annex C).

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

**DEFFORM 28 –**

**TENDER RETURN**

**LABEL**

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Here

THE TENDER BOARD

Ministry of Defence Commercial

Commands & Centre Navy

Room 301

Building 1/080, Jago Road

HM Naval Base

Portsmouth, Hampshire, PO1 3LU

**(Postal Point 73a)**

**Tender No: 700006721**

**Due: 10.30 am Monday 3 June 2019**

DEFFORM 28

Edn 6/09

Not to be used for General Correspondence with the Ministry

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