

**DE&S**

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| **Tender Number** :  OIP/0022 |
| **Description**: |

**Repair, Servicing, Technical Support and Supply of Welding Equipment and Fume Extractors**

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| MOD_CMYK_AW | |  | | |  |
| |  | | --- | |  | | Senior Commercial Manager | | |  |
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|  | |  |
| |  | | --- | | Operational Infrastructure Programme | | Spruce 3A #1309 | | Abbey Wood  Bristol  BS34 8JH |   Tel: 030 679  Fax: 0117 91 31937 | |  |
| Email: | |
|  | |  | |  |  |
|  | |  | |  |  |
| To Address Line 1  To Address Line 2 To Address Line 3 To Address Line 4 Post Code  FAO | | | |  | |  | | --- | | Your Reference: | |
|  |
|  | Our Reference:  OIP/0022- ITT |
|  |
|  | Date: |
|  |  |
|  |  | |  |  |  |

Dear Sirs

**Invitation To Tender for ITT Reference No. OIP/0022**

1. You are invited to tender for Technical Support, Annual Servicing and Repair of Welding Equipment and Fume Extractors, including the Purchase of Equipment and associated items under Restricted competition in accordance with the attached documentation.

2. The requirement is for Technical Support, Annual Servicing and Repair of Welding Equipment and Fume Extractors, including the Purchase of Equipment and associated items. MOD Welding equipment and Fume Extractors are in continuous use by tri-service and civilian run workshops throughout the UK, in a number of overseas locations and on HM Ships.

3. Funding has been approved. The budget is £2,600,000 VAT inc.

4. The anticipated date for the contract award decision is March 2016, please note that this is an indicative date and may change.

5. You must submit your Tender to arrive no later than 10am on Thursday 11th February 2016. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.

6. Please confirm receipt of this tender to the Commercial Officer stated in the above address.

Yours faithfully.

Senior Commercial Manager

Invitation to Tender for

OIP/0022

**Repair, Servicing, Technical Support and Supply of Welding Equipment and Fume Extractors**

**Contents**

This invitation 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 6
    - Definitions
    - Purpose
    - ITT Documentation and ITT Material
    - Tender Expenses
    - Material Change of Control from Supplier Selection
    - Conditions of Contract
    - Consultation with Credit Reference Agencies
    - Other Information
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    - Tenders for Selected Contractor Deliverables
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    - Submission of your Tender
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  + Section F – Conditions of Tendering Page 23
    - Conforming to the Law
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    - Conflicts of Interest
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    - Standstill Period
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    - Reportable Requirements
    - Conditions of Tendering Specific to this Requirement
  + DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1
    - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory

Declarations

* + DEFFORM 47 Annex B – Statement Relating to Good Standing
* Schedule of Requirement – Schedule 2 to the draft Contract
* Statement of Requirement – Schedule 5 to the draft Contract
* Contract Conditions
* DEFFORM 111 – Annex A to Schedule 3 of draft Contract – Addresses and Other Information
* Tenderer’s Commercially Sensitive Information Form (Schedule 6 to the draft Contract)
* DEFFORM 28 – Tender Return Label
* DEFFORM 30 – The Electronic Transactions Agreement (Schedule 11 to the draft Contract)
* Key Performance Indicators (KPIs) – Section L5 of the draft Contract
* Contract Rates/Price – Schedule 7 to the draft Contract
* Contract Tasking Forms – Schedule 8 to the draft Contract

## **Section A – Introduction**

**Definitions**

1. “The Authority” means the Secretary of State for Defence on the United Kingdom of Great Britain and Northern Ireland (referred to in this document as “the Authority”), acting as part of the Crown.
2. “You / Tenderer” means the economic operator or group of operators in the form of a consortium, including sub-contractors, that has been invited to submit a response to this Invitation to Tender.
3. “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.
4. A “Tender” is the offer that you are making to the Authority.
5. “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.
6. “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.
7. The “Statement of Requirement” details the technical requirements and acceptance criteriaof the Contractor Deliverables. The Statement of Requirement is at Annex A to the draft Contract attached to this DEFFORM 47. This may include the System Requirements Document (SRD).
8. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.
9. “Contract Conditions” means the attached conditions that will govern any resultant contract.
10. A “Third Party” is any person who is not an employee of the Tenderer as defined at A2.

**Purpose**

1. 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:
   1. tender process and timetable for the next stages of the procurement;
   2. instructions and conditions that govern this competition;
   3. information you must include in your Tender and the required format;
   4. administrative arrangements for the receipt and evaluation of Tenders; and
   5. Contract Conditions that shall apply in the event that the Authority awards a

contract following this competition.

1. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.
2. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage, listed on page 2 of this DEFFORM 47.

A14. The requirement was advertised by the Authority in the Official Journal of the European Union (OJEU) dated 3 December 2015 with reference to the requirement for Repair, Servicing, Technical Support and Supply of Welding Equipment and Fume Extractors following the Restricted procedure, Public Contracts Regulations 2015.

### **ITT Documentation and ITT Material**

1. 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:
   1. 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;
   2. 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;
   3. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
   4. 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;
   5. 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;
   6. inform the Commercial Team if you decide not to submit a Tender;
   7. immediately return 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
   8. consult the named Commercial Officerto agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked ‘OFFICIAL-SENSITIVE’ or ‘SECRET’.
2. 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**

1. 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**

1. 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**

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

## **Section B – Key Activities**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Initiated By** | **Submit to:** |
| Issue of Contract Notice, DPQQ and draft ITT | 04/12/2015 17:00 | The Authority | DCO/OJEU |
| Request to Participate and submission of DPQQ | 04/01/2016 12:00 | Tenderers | DCO |
| DPQQ Evaluation | 05/01/2016 | The Authority | N/A |
| Issue of ITT | 11/01/16 | The Authority | Tenderers |
| Clarification Period commences | 12/01/2016 | The Authority | N/A |
| Final date for Clarification Questions / Requests for additional information | 01/02/2016 | Tenderers | OSP OIP-Comrcl-1a1  [DESLEOSP-OIP-Comrcl-1a1@mod.uk](mailto:DESLEOSP-OIP-Comrcl-1a1@mod.uk) |
| Final Date for Requests for Extension | 01/02/2016 | Tenders | OSP OIP-Comrcl-1a1  [DESLEOSP-OIP-Comrcl-1a1@mod.uk](mailto:DESLEOSP-OIP-Comrcl-1a1@mod.uk) |
| Final Date for the Authority to issue Answers to Clarifications | 04/02/2016 | The Authority | Tenderers |
| Tender Return | 11/02/2016 10:00 | Tenderers | The Tender Board, Using DEFFORM 28 |
| Tender Evaluation | 12/02/2016 | The Authority | N/A |
| Notification of Successful Tenderer and start of standstill period | 19/02/2016 12:00 | The Authority | All Tenderers |
| Contract Award | 01/03/2016 | The Authority | Successful Tenderer |

**Notes**

1. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.
2. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.

## **Section C – Instructions on Preparing Tenders**

### **Tenders for Selected Contractor Deliverables**

1. 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**

1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP. Prices must be Firm Price for Contract years one to four.
2. 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 sixty calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

### **Variant Bids**

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

C5. The Authority cannot evaluate any Variant Bids during this competition.

## **Section D – Tender Evaluation**

**Tender Evaluation**

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

The Tender Evaluation will be on the basis of: Most Economically Advantageous Tender(MEAT)

The Tender Evaluation will be conducted in the following stages:

Stage 1:

Tenders will be assessed for compliance against all Mandatory criteria. A fail in this stage will render your tender non-compliant resulting in the removal from the competition. No further evaluation will be carried out. The Mandatory criteria are:

* Returns completed in DEFFORM 47 Annex A (Offer)
* Minimum Technical Requirements met as per Table 3
* Acceptance of Contract Terms and Conditions.

Stage 2:

The technical and commercial Tenders will be evaluated using the process detailed below.

|  |
| --- |
| This Tender will be evaluated using the MEAT method. This is a comparative score and the scoring method is worked out using the ratio and calculation provided. 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.  To give a total score the following calculation shall be used: |

MEAT Ratio 60% Technical / 40% Commercial

**Technical Score (A)** – A Technical Score of 60% shall be allocated to the most technically compliant Tender. The score for the other Tenderers shall be calculated using the following percentage difference formula,

=Total Available Marks X (Tender Technical Mark/Highest Technical Mark)

Example,

Tenderer 1 is awarded a Score of 0.81 (highest)

Tenderer 2 is awarded a Score of 0.75

Tenderer 1 Technical Score is therefore **60** marks.

Tenderer 2Technical Score is, **55.56** marks

**calculated as follows:**

**= 60 x (0.75 / 0.81) = 55.56 (to 2 decimal places)**

**Commercial Score (B)** – A Commercial Score of 40% shall be allocated to the most commercially compliant Tender. The method for calculating the score is explained in Calculation of Tendered Prices for Commercial Evaluation Scores. The score for the other Tenderers shall be calculated using the following percentage difference formula,

= Total Available Marks X (Lowest Tendered Price/Tendered Price)

Example,

Tenderer 1 Price of £2,200,000

Tenderer2 Price of £1,800,000 (Lowest)

Tenderer 2 Commercial Score is therefore **40** marks.

Tenderer 1 Commercial Score is 32.73 marks,

calculated as follows: = 40 x (£1,800,000/£2,200,000) = 32.73 (to 2 decimal places)

Once allocated a percentage score, the scores will be added together as follows,

Technical Score (A) + Commercial Score (B) = Winning Tender

Example,

Tenderer 1 = 60 + 32.73 = 92.73

Tenderer 2 = 55.56 + 40 = 95.56

Tenderer 2 would be the winning Tenderer in this example.

**Stage 1**

Table 1 – Mandatory Criteria

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Mandatory Criteria:** | | | | | |  |  | | |
| Returns completed in DEFFORM 47 Annex A (Offer) | | | | | |  | Pass / Fail | | |
| Minimum Technical Requirements met as per Table 3 | | | | | |  | Pass / Fail | | |
| Acceptance of Contract Terms and Conditions | | | | | |  | Pass / Fail | | |
| Failure to meet the Mandatory Criteria will result in your Tender being non-compliant. Non-compliance will result in Tender being rejected and not evaluated further. | | | | | | | | | |
| **Acceptance of Contract Terms and Conditions** For the Terms and Conditions, the response shall be provided by the Tenderer in table 2 below. For any Non Compliance (NC) stated, the Tenderer shall provide an explanation to the Authority as to the reason. Any anticipated issues with meeting the Terms and Conditions are to be addressed through the Clarification period. Any subsequent changes that result shall be notified to all Tenderers. Any Non Compliance of the Terms and Conditions at Tender submission will result in Tender rejection with no further evaluation being carried out.  Table 2 – Contract Terms and Conditions   | **Terms and Conditions** | **Level of Compliance**  FC=Full Compliance NC=Non Compliance | **Reason for Non Compliance** | | --- | --- | --- | | Section A – General contract Provisions |  |  | | A1 – Interpretation |  |  | | A2 – Amendments to Contract |  |  | | A3 – Variations to Specification |  |  | | A4 – Precedence |  |  | | A5 – Severability |  |  | | A6 – Assignment of Contract |  |  | | A7 – Waiver |  |  | | A8 – Third Party Rights |  |  | | A9 – Governing Law |  |  | | A10 – Entire Agreement |  |  | | A11 – Disclosure of Information |  |  | | A12 – Publicity and Communications with the Media |  |  | | A13 – Protection of Personal Data |  |  | | A14 – Transparency |  |  | | A15 – Equality |  |  | | A16 – Child Labour and Employment Law |  |  | | A17 – Subcontracting |  |  | | A18 – Change of Control of Contractor |  |  | | A19 – Termination for Insolvency or Corrupt Gifts |  |  | | A20 – Consequences of Termination |  |  | | A21 – Dispute Resolution |  |  | | A22 – Termination for Convenience |  |  | | A23 – Contractors Records |  |  | | A24 – Duration of Contract |  |  | | A25 – Contractors Warranties |  |  | | Section B – The Contractor Deliverables |  |  | | B1 – Supply of Contractor Deliverables and Quality Assurance |  |  | | B2 – Environmental Requirements |  |  | | B3 – Disruption |  |  | | Section C – Price |  |  | | C1 – Contract Price |  |  | | Section D – Intellectual Property |  |  | | D1 – Third Party Intellectual Property – Rights and Restrictions |  |  | | Section E – Facilities and Assets |  |  | | E1 – Access to Contractors Premises |  |  | | Section F – Delivery |  |  | | F1 – Authority’s Remedies for Breach of Contract |  |  | | Section G – Payments and Receipts |  |  | | G1 – Payment |  |  | | G2 – Value Added Tax |  |  | | G3 – Debt Factoring |  |  | | Contract Administration |  |  | | H1 – Progress Monitoring, Meetings and Reports |  |  | | H2 – Authority Representatives |  |  | | H3 – Notices |  |  | | J – Project Specific DEFCONS and DEFCON SC |  |  | | DEFCON 23(SC3) – Special Jigs, Tools and test Equipment |  |  | | DEFCON 76(SC3) –Contractor’s Personnel at Government Establishments |  |  | | DEFCON 127 – Price Fixing Condition for Contracts of Lesser Value |  |  | | DEFCON 601(SC3) - Redundant Materiel |  |  | | DEFCON 637 (SC3) – Redundant Material |  |  | | DEFCON 659A – Security Measures |  |  | | DEFCON 660 – Reportable OFFICIAL and OFFICIAL- SENSITIVE Security Requirements |  |  | | Section K – Special Conditions that apply to the contract |  |  | | K1 – Certificate of Conformity |  |  | | K2 – Marking of Contractor Deliverables |  |  | | K5 – Rejection |  |  | | K6 – Delivery/Collection |  |  | | K7 – Self to Self Delivery |  |  | | K8 – Acceptance |  |  | | K9 – Packaging and Labelling |  |  | | K13 – Key Performance Indicators and Performance Management |  |  | | K15 – Copyright |  |  | | K16 – Limitation of Contractor’s Liability |  |  | | Section L – Processes that apply to this Contract. |  |  | | L1 – Authorisation and Performance of work – Servicing |  |  | | L2 – Authorisation and Performance of work – Repairs |  |  | | L3 – Termination of Tasks |  |  | | L4 – Risk Management Process |  |  | | L5 – Key Performance Indicators (KPI’s) |  |  | | L6 – New Stores Rejects (NSR) |  |  | | L7 – Non-Conforming Receipts (NCR) |  |  | | Schedules to the contract |  |  | | Schedule 1 – Definitions of Contract |  |  | | Schedule 2 – Schedule of Requirements for Services |  |  | | Schedule 3- Contract Data Sheet |  |  | | Schedule 4 – Contract Change Process |  |  | | Schedule 5- Specification for Contract |  |  | | Schedule 6 – Contractors Commercially Sensitive Information |  |  | | Schedule 7 – Pricing Schedules |  |  | | Schedule 8 – Call Off/Repair Tasking Form |  |  | | Schedule 9 – Monthly Management Information Report. |  |  | | Schedule 10 – Form B2 – Application for Disposal of BR/BER equipment |  |  | | Schedule 11 – DEFFORM 30 |  |  |   Table 3 - Technical Evaluation | | | | | | | |  |  |
| **Technical Criteria** | | | **Score** | **Weighting** | **Minimum score to be compliant under Stage 1 of the evaluation** | | | | |
| **Management Support –**  **As detailed in SOR Section 4** | | |  |  |  | | | | |
| Detail how your company will provide management support as detailed in the Statement of Requirement for welding equipment | | |  | 20 | 3 | | | | |
| Detail how your company will respond to urgent requests (repairs, spares, training) including extended working hours. | | |  | 5 | 2 | | | | |
| **Servicing –**  **As detailed in SOR Section 6** | | |  |  |  | | | | |
| Detail how your company will provide the servicing activity, including the checklist for all services as detailed in SOR Section 6. | | |  | 15 | 3 | | | | |
| **Repair –**  **As detailed in SOR Section 7** | | |  |  |  | | | | |
| Detail how your company will provide the repair activity as detailed in SOR Section 7, including the processes, timescales, work force and equipment used | | |  | 15 | 3 | | | | |
| **Quality Assurance –**  **As detailed in SOR Section 8** | | |  |  |  | | | | |
| Confirm your process for managing non-conforming products.  Confirm your process for selecting and managing sub-contractors.  Confirm your process for managing configuration control | | |  | 15 | 3 | | | | |
| **Safety Management –**  **As detailed in SOR Section 9** | | |  |  |  | | | | |
| Provide a draft Safety and Environmental Management Plan in accordance with Def Stan 00-56 (Issue 6).  Detail your company’s will monitor Health, Safety and Environmental legislation compliance.  Detail any Enforcement Notices received from the Health and Safety Executive in the past 10 years. | | |  | 10 | 3 | | | | |
| **Management Information –**  **As detailed in SOR Section 10** | | |  |  |  | | | | |
| Detail how your company will manage the Risk and Issue Management process, and how it links with the Authority’s own process (Identify, Analyse, Plan and Manage). | | |  | 10 | 2 | | | | |
| **Purchase of Equipment and Associated Items – As detailed in SOR Section 12** | | |  |  |  | | | | |
| Detail how your company will manage the procurement and associated processes of new equipment and associated items purchasing, including familiarisation training. | | |  | 5 | 3 | | | | |
| Detail how your company will manage the Supply Chain including lead-times for consumables and spares, to support the Welding Equipment and Fume Extractors. | | |  | 5 | 2 | | | | |
|  | | |  |  |  | | | | |
|  | | |  | 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 | Poor | The response addresses some of the elements of the requirement but does not fully detail or explain how the requirement will be fulfilled. | | | | | | | |
| 2 | Partially Acceptable | The response addresses half of the elements of the requirement but contains insufficient / limited detail or explanation of how the requirement will be fulfilled. | | | | | | | |
| 3 | Acceptable | The response addresses the majority of the elements of the requirement but does not fully detail or explain how the requirement will be fulfilled. | | | | | | | |
| 4 | Good | The response is sufficiently detailed and demonstrates a good understanding and provides details of how the requirements will be fulfilled. | | | | | | | |
| 5 | Excellent | The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full. | | | | | | | |

**Calculation of Tendered Prices for Commercial Evaluation Scores**

The information to be used in calculations shall come from Schedule 7 (Contract Prices) of the Contract. The Tenderer is requested to fully populate the Schedule with all prices for the duration of the Contract. The prices shall be calculated as follows.

The prices submitted at Schedule 7 to the Contract for each year (1-4) shall be multiplied by the estimated number of tasks detailed in the table below. This figure shall be used in the Commercial evaluation.

The scenario number of tasks detailed in the table below are for evaluation purposes only and are not indicative of the volume of work that is to be placed through the Contract once awarded.

## Table 4 –Tasks Assumptions

| **Description** | **SOW**  **Ref.** | **Tendered Price per Task (£)** |  | **Number of Call-Offs**  **PA** |  | **Total Annual Cost per Task** |
| --- | --- | --- | --- | --- | --- | --- |
|  |  | (a) |  | (b) |  | (a)x (b) |
| Servicing of Welding Equipment Level 1 UK |  |  |  | 35 |  |  |
| Servicing of Welding Equipment Level 1 Overseas |  |  |  | 5 |  |  |
| Servicing of Welding Equipment Level 2 UK |  |  |  | 322 |  |  |
| Servicing of Welding Equipment Level 2 Overseas |  |  |  | 27 |  |  |
| Servicing of Welding Equipment Level 3 UK |  |  |  | 177 |  |  |
| Servicing of Welding Equipment Level 3 Overseas |  |  |  | 20 |  |  |
| Servicing of Welding Equipment Level 4 UK |  |  |  | 49 |  |  |
| Servicing of Welding Equipment Level 4 Overseas |  |  |  | 12 |  |  |
| Creation and Issue of Monthly Management Reports |  |  |  | 12 |  |  |
| Attendance at Schedule Meetings |  |  |  | 4 |  |  |
| Attendance at Ad-Hoc Meetings |  |  |  | 2 |  |  |
| Creation and Update to Quality Plan |  |  |  | 1 |  |  |
| Labour Rate UK(number of repairs per year, assumed 1 hour per repair) |  |  |  | 25 |  |  |
|  |  |  |  |  |  | ∑ {(a)x(b)} |
| **Used for Evaluation** | | | | |  |  |

## **Section E – Instructions on Submitting Tenders**

### **Submission of your Tender**

E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserves the right to reject any Tender received after the stated date and time. You must provide one paper and one CD version unpriced andtwo paper and one CD versionpriced copies of your Tender.You must not email electronic copies or submit the Tender other than in the specified format. Any other version submitted will not be evaluated.

E2. You must 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 password protect or encrypt any information on CDs containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.

1. 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.
2. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your priced Tender.
3. 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.
4. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.
5. 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.
6. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

### **Samples**

1. Samples are not required.

## **Section F – Conditions of Tendering**

* 1. 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:
     1. seek clarification or additional documents in respect of a Tenderer’s submission;
     2. visit your site;
     3. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
     4. 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;
     5. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
     6. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
     7. re-issue this ITT on a single source basis, in the event that his procurement does not result in a competitive process’ as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and / or the Single Source Contract Regulations 2014;
     8. choose not to award any contract as a result of the current procurement process;
     9. 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:
     10. ask for an explanation of the costs or price proposed in the tender where the Tender appears to be abnormally low.
  2. The contract will be entered into when the Authority sends written notification of its entry into the contract. Written notification will be issued, to the address you provide, on or before the expiration of the period specified in paragraph C4 and subject to paragraph F3.
  3. 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**

* 1. 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.
  2. 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**

* 1. 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**

* 1. 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.
  2. 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:
     1. manner of operation and management;
     2. roles and responsibilities;
     3. standards for integrity and fair dealing;
     4. levels of access to and protection of competitors sensitive information and Government Furnished Information;
     5. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
     6. the Authority’s rights of audit; and
     7. 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**

* 1. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-99. If unsuccessful in this competition, you must seek disposal instructions for that GFA from the named Commercial Officer.

**Standstill Period**

* 1. 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**

* 1. 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.
  2. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.
  3. 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.

### **Confidential Information**

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

* 1. If using Standardised Contracting conditions 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**

* 1. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you attach the relevant information.
  2. The answers provided are for statistical or Contract Management purposes and are not evaluated. However failure to complete this part of the Annex makes your Tender non-compliant.
  3. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your banker and the relevant bank account number on contract award.

### **Conditions of Tendering Specific to this Requirement**

* 1. The Authority requires firm prices for years one to four.
  2. You must provide prices against the options. The option prices must be, fixed prices relative to economic conditions and are subject to variation as provided for in contract condition K.5.
  3. If your Tender is successful you will be expected to supply / provide that option requirement(s) in contract Data Sheet (A24). The Authority will not waive any rights under the said contract condition.
  4. The Authority reserves the right to seek competitive Tenders for the option requirement(s) detailed in contract conditions.

## **DEFFORM 47 Annex A**

## **Edn 12/15**

**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 |
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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 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 the compliance Matrix / matrices? | | | | Yes / No | | |
| Are you a Small Medium Sized Enterprise (SME)? | | | | Yes / No | | |
| Have you completed and attached Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A)? | | | | Yes / No | | |
| If you have not already signed a corporate level DEFFORM 30 have you attached one? | | | | Yes / No | | |
| Have circumstances changed since Supplier Selection Stage? If so have you attached a revised Statement Relating to Good Standing? | | | | 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 | | |
| Have you completed the additional Mandatory Requirements | | | | Yes / No | | |
| \*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer). | | | | | | |
| **Tenderer’s Declaration of Compliance with Competition Law** | | | | | | |
| We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding.In particular:   1. the offered price has not been divulged to any Third Party, 2. no arrangement has been made with any Third Party that they should refrain from tendering, 3. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, 4. no discussion with any Third Party has taken place concerning the details of either’s proposed price, and 5. no arrangement has been made with any Third Party otherwise to limit genuine competition.   We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.  We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.  We agree that the Authority may share the Contractor’s information / documentation (submitted to the Authority during this procurement) more widely within Government for the purpose of ensuring effective cross-Government 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 Bradsheet Number:** | | | | |

## **Appendix 1 to DEFFORM 47 Annex A (Offer)**

**Edn 12/14**

## **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**

1. Where your offer is subject to minimum order quantities select ‘Yes’ and provide further details in your Tender.

### **Notification of Inventions etc.**

1. Where the Contractor Deliverables are subject to any Registered Intellectual Property Rights select ‘Yes’.
2. 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 oraThird 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:
   1. 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;
   2. 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;
   3. 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;
   4. 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.
3. 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.
4. 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**

1. 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:
   1. Whether all or part of any Contractor Deliverables are or will be subject to:
2. a non-UK export licence, authorisation or exemption; or
3. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.
   1. 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:
4. the exporting nation and the export licence number, where known;
5. the Contractor Deliverables affected;
6. the nature of the restriction and obligation;
7. the authorised end use and end users;
8. any specific restrictions on access by Third Parties, or by individuals based on their nationality, to the Contractor Deliverables; and
9. any specific restrictions on re-transfer or re-export to Third Parties of the Contractor Deliverables or anything delivered or used in the performance or fulfilment of them.
10. If requested, you must provide an outline of your mitigation plan to manage

performance risks on any resultant contract based on paragraph 7a.

1. 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.
2. 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.
3. If you have previously provided information under paragraph 7 you can provide details of the previous notification and confirm the validity.
4. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.
5. 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.
6. You must notify thenamed Commercial Officerimmediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 7.

### **Overseas Expenditure**

1. You must provide details in your Tender of any expenditure outside the UK, including:
   1. country in which sub-contract is placed / to be placed;
   2. name, division and full postal address of sub-contractor;
   3. value of sub-contract; and
   4. date sub-contract placed / to be placed.
2. 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**

1. European Union (EU) legislation permits the use of various procedures to suspend custom duties equipment.
2. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the procedures to be applied and the estimated Import Duty to be incurred and / or suspended.
3. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining Her Majesty's Revenue and Customs (HMRC) end use relief authorisation.

### **Sub-contracts Form 1686**

1. 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](https://www.gov.uk/government/publications/security-policy-framework) 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**

1. 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.
2. A key aspect of the Government’s SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly.  All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>.
3. 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>.
4. 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**

1. 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.
2. 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”).
3. 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.
4. You should note that, while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

### **Electronic Purchasing**

1. Tenderers must note that use of the 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](http://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**

1. 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**

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

### **Reservist and other Supplier Support to the Armed Forces**

1. 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.
2. 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:
3. Employment of service leavers
4. Employment of wounded, injured or sick veterans
5. Employment of the partners of service personnel
6. Helping local cadet units
7. Support to Reservist employees
8. Encouragement of Reserve service
9. 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>

1. The Authority therefore encourages all Tenderers, and their suppliers, to:
2. consider whether they are able to support these objectives; and, if they are
3. sign the Corporate Covenant, declaring their support for the Armed Forces community.
4. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at: [The corporate covenant - Detailed guidance - GOV.UK](https://www.gov.uk/the-corporate-covenant).
5. 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](http://www.sabre.mod.uk/).
6. 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](mailto:covenant-mailbox@mod.uk)

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

1. 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.
2. 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**

1. There are no MAA Requirements.

### **Bank or Parent Company Guarantee**

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

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| MOD_CMYK_AW | |  | | |  |
| |  | | --- | |  | | Senior Commercial Manager | | |  |
|  | |  |
| |  | | --- | | Operational Infrastructure Programme | | Spruce 3A #1309 | | Abbeywood  Bristol  BS34 8JH |   Tel: 030 679  Fax: 0117 91 31937 | |  |
| Email: | |
|  | |  | |  |  |
|  | |  | |  |  |
| To Address Line 1  To Address Line 2 To Address Line 3 To Address Line 4 Post Code  FAO | | | |  | |  | | --- | | Your Reference: | |
|  |
|  | Our Reference: OIP/0022 |
|  |
|  | Date: XX |
|  |  |
|  |  | |  |  |  |

Dear Sir / Madam

**Invitation to Tender No. OIP/0022 - Repair, Servicing, Technical Support and Supply of Welding Equipment and Fume Extractors**

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.

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) (being grounds for mandatory exclusion) or in Regulation 57(6) (being grounds for discretionary exclusion) apply to the supplier.

The MOD may disqualify any supplier from the procurement who has been convicted of any of the offences or misconduct listed at Regulation 57(1) and 57(6). If any of the matters referred to in the Statement applies to your company, you must provide additional information on the circumstances, including any remedial action to prevent its recurrence. This additional information, excluding any supporting documentation, shall not exceed 5 A4 pages in total.

You are required to report any final convictions or settlements for bid rigging, fraud, bribery, corruption or other dishonest irregularity in connection with procurement and if so, you must demonstrate and provide sufficient evidence of any remedial measures such as but not limited to:

* 1. any paid or action undertaken to pay compensation in respect of damage caused by the criminal offence or misconduct;
  2. what concrete technical, organisational and personnel measures that are appropriate to prevent such behaviour happening again.

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 14 days from the date of this letter.

May I once again thank you for the interest you have shown in this requirement.

Yours faithfully

Senior Commercial Manager

**The Statement Relating To Good Standing**

**Contract No. OIP/0022 - Technical Support, Annual Servicing and Repair of Welding Equipment and Fume Extractors, including the Purchase of Equipment and associated items.**

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 (administrative, management or supervisory body) of [***insert potential supplier***] has not been convicted of any of the following offences:
2. 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;
3. 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;
4. common law offence of bribery;
5. 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;
6. 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:
7. the offence of cheating the Revenue;
8. the offence of conspiracy to defraud;
9. 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;
10. 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;
11. 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;
12. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; or
13. 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;
14. fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or
15. 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 the Act;
16. any offence listed:
17. in section 41 of the Counter Terrorism Act 2008; or
18. in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
19. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;
20. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;
21. 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;
22. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;
23. an offence under section 59A of the Sexual Offences Act 2003
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 under section 71 of the Coroners and Justice Act 2009; or
25. any other offence within the meaning of Article 57(1) of Public Contracts Directive –
26. as defined by the law of any jurisdiction outside England and Wales and Northern Ireland: or
27. created in the law of England and Wales or Northern Oreland after the day on which these Regulations were made.
28. ***[Insert potential supplier]*** further confirms to the best of our knowledge and belief that it:
29. being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or is the subject of insolvency or winding-up proceedings, where our assets are being administered by a liquidator or by the court, where we are in an agreement with creditors, where our business activities are suspended or in any analogous situation arising from a similar procedure under the laws and regulations of any State;
30. being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
31. has not been convicted of a criminal offence relating to the conduct of its business or profession;
32. has not entered into agreements with other suppliers aimed to at distorting competition;
33. has not committed an act of grave misconduct in the course of its business or profession;
34. Has had our 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;
35. has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
36. has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
37. is not guilty of serious misrepresentation in providing any information required by this Statement;
38. 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 when 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;

(k) 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.

|  |  |
| --- | --- |
| **Organisation’s name:** |  |
| **Signed:**  **(By Director of the Organisation or equivalent)**  **Position** |  |
|  |
| **Date:** |  |

Affix

Stamp

Here

THE TENDER BOARD

Commercial Project Enabling Team

Defence Equipment and Support

The Central Gatehouse/VCP

MOD Abbey Wood South

Bristol BS34 8JH

**Tender No:**

**Due 10 am**

DEFFORM 28ABW

Edn 6/09

Not to be used for General Correspondence with the Ministry

Affix

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