



Submarine  
Delivery Agency

Redacted under FOIA Section  
40, Personal Information

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FAO: Redacted under FOIA Section 40,  
Personal Information

Date: 08<sup>th</sup> of August 2024 (v2.0)  
Addendum 1  
Reference: 712379452-ITN

Dear Sir/Madam,

**Single Source Invitation To Negotiate Reference No. 712379452 for the Provision of a Construction Design and Management (CDM) Support Manager Services within the MIP Team**

1. You are invited to tender for Provision of a Construction Design and Management (CDM) Support Manager within the Major Infrastructure Improvement (MIP) team in accordance with the attached documentation.
2. The requirement is for the CDM Support Manager to support the Devonport Safety Group (DSG), forming part of the Health Safety Assurance (HAS) Department, related to projects that fall under the remit of The Construction (Design and Management) Regulations (CDM) 2015.
3. This Tender may result in a Qualifying Defence Contract subject to the provisions of the Defence Reform Act 2014 and the Single Source Contract Regulations 2014, as amended.
4. The anticipated date for the contract award decision is 28<sup>th</sup> of August 2024 please note this date is indicative and may change.
5. You must submit your Tender via email to Redacted under FOIA Section 40, Personal Information by 1700hrs on the 26<sup>th</sup> of August 2024.

Yours sincerely,

Redacted under FOIA Section 40, Personal Information

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**Invitation to Negotiate for  
712379452 for the Provision of a Construction Design  
and Management (CDM) Support Manager Services  
within the MIP Team**

## Contents

This invitation consists of the following documentation:

### 1. DEFFORM 47ST – Invitation To Negotiate

The DEFFORM 47ST is the document that sets out the key requirements that you must meet in submitting a valid Tender in advance of any negotiations. It also sets out the conditions relating to this procurement. For ease it is broken into:

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2. SC1B Contract Conditions

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3. Schedule 6 TORS MIP CDM SUPPORT (3)-OFFICIAL

4. Schedule 7 – Security Aspects Letter

5. Schedule 8 - Statement Relating to Good Standing

## Section A – Introduction

### DEFFORM 47ST Definitions

**In this ITT the following words and expressions shall have the meanings given to them below:**

- A1. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.
- A2. "Compliance Regime" is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.
- A3. "Conditions of Tendering" means the conditions set out in the DEFFORM 47ST that govern the procurement.
- A4. "Contract Terms and Conditions" means the attached conditions including any schedules, annexes and appendices that will govern any resultant contract.
- A5. "Contractor Deliverables" means the works, goods and / or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements, if specified) which the contractor is required to provide under any resultant contract.
- A6. "Cyber Security Model" means the model defined in DEFCON 658.
- A7. "Defence Sourcing Portal" (DSP) means the electronic platform in which Tenders are submitted to the Authority.
- A8. "Government Furnished Information" means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.
- A9. "Invitation to Tender" (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a Tender response or negotiation.
- A10. "ITT Documentation" means this ITT and 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.
- A11. "ITT Material" means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.
- A12. "NAPNOC" is an Authority pricing policy meaning "No Acceptable Price, No Contract".
- A13. A "Qualifying Defence Contract" (QDC) is a contract subject to Part 2 of the Defence Reform Act 2014 (DRA) and associated regulations and statutory guidance. A single source contract of £5M (ex VAT) or above is likely to be a QDC, subject to fulfilling the other criteria set out in the DRA.
- A14. "Schedule of Requirements" Schedule 2 Annex A in SC1B 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.
- A15. "Single Source" means a situation where the Authority has invited a response from only one Tenderer.
- A16. The "Statement of Requirement" Schedule 2 means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.
- A17. A 'Sub-contractor' means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing any resultant contract.
- A18. A "Tender" is the offer that you are making to the Authority.
- A19. "Tenderer" means the economic operator. Where "you" is used this means an action on you the Tenderer.

- A20. A "Third Party" is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.
- A21. "Voluntary Ex Ante Transparency Notice" means a mandatory notice used to announce in Find a Tender a procurement decision that the Authority intends to place a non-competitive contract under the procurement procedures. This also appears in the Defence Sourcing Portal as a "Voluntary Transparency Notice". This allows industry to challenge the decision not to compete.

## Purpose

- A22. The purpose of this ITT is to invite you to submit a Tender, in accordance with the instructions set out in this ITT, to propose a solution and best price to meet the Authority's requirement. This documentation explains and sets out the:
- timetable for the next stages of the procurement;
  - instructions, conditions and processes that govern this invitation;
  - information you must include in your Tender and the required format;
  - arrangements for the receipt and review of your Tender; and
  - Contract Terms and Conditions that shall apply in the event the Authority awards a contract following this invitation.
- A23. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance and / or precedence.
- A24. This ITT is exempt from Defence and Security Public Contracts Regulations 2011. The decision to conduct single source procurement for this requirement was advertised by the Authority by publishing a Voluntary Transparency Notice in the Defence Sourcing Portal due to be published by the 16<sup>th</sup> of August 2024.

## Tender Expenses / Bid Preparation Costs

- A25. Where a non-competitive Tender leads to a new contract, the Authority will reimburse your reasonable bid preparation costs, subject to any Limit of Liability made known to you in writing by the Authority, either in this Tender documentation or elsewhere. Any such costs must be charged as direct costs to the contract to which they relate.
- A26. Where a non-competitive Tender does not lead to a new contract, the Authority's position in relation to your bid preparation costs will depend on the reason the contract does not proceed.
- A27. Where the Tender does not proceed for reasons of the contractor's decision not to proceed, the Authority will not reimburse any of your bid preparation costs, either directly or through indirect cost recovery methods.
- A28. Where the Tender process is terminated or amended by the Authority, the Authority will reimburse your reasonable bid preparation costs, subject to any Limit of Liability made known to you in writing by the Authority, either in this Tender documentation or elsewhere. Because such costs are not permitted to be recovered indirectly against other non-competitive contracts, the Authority will in these circumstances request you to submit a cost statement detailing your reasonably incurred costs, which the Authority will have the right to review, before agreeing with you the means of making the finally agreed settlement.

## ITT Documentation and ITT Material

- A29. 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:
- take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it whilst in your care;
  - not copy or disclose the ITT Documentation or ITT Material 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 A29.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 ITT Material (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 immediately if you decide not to submit a Tender;
- g. immediately confirm destruction of (or in the case of software, that it is beyond use) 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'.

A30. 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 A29 above.

## **Material Change of Control**

A31. 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 our decision to award a contract to you.

## **Contract Conditions**

A32. Standardised Contract 1B (SC1B) conditions are attached.

## **Consultation with Credit Reference Agencies**

A32. 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.

## **The Armed Forces Covenant**

A34. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives as a result of their service.

A35. The Covenant is based on two principles:

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

A36. The Authority encourages all Tenderers, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

A37. [The Armed Forces Covenant](#) provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and



Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.

- A38. 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 Authority 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

- A39. Paragraphs 34 to 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.

### **Other Information**

- A40. Not Applicable

## 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	17:00hrs on the 12 <sup>th</sup> of August 2024	Tenderer	Via email to Redacted under FOIA Section 40, Personal Information
Final Date for Requests for Extension to return date	17:00hrs on the 12 <sup>th</sup> of August 2024	Tenderer	Via email to Redacted under FOIA Section 40, Personal Information
The Authority issues Final Answers and Clarifications	17:00hrs on the 19 <sup>th</sup> of August 2024	The Authority	Tenderer
Tender Return	17:00 hrs on the 26 <sup>th</sup> of August 2024	Tenderer	Via email to Redacted under FOIA Section 40, Personal Information
Value For Money (VFM) Assessment in accordance with NAPNOC – see Section D of this DEFFORM 47ST	17:00hrs on the 28 <sup>th</sup> of August 2024	The Authority	N/A

## Section C - Instructions on Preparing Tenders

### Tenders for Selected Contractor Deliverables

- C1. You must respond to the requirement for all the Contractor Deliverables listed in the attached Schedule of Requirements.

### 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 enable the Authority to complete its Value For Money (VFM) assessment, your price must be broken down. If the resultant contract is a Qualifying Defence Contract (QDC) under the Defence Reform Act (DRA) and Single Source Contract Regulations (SSCR) you must price your bid accordingly. Please set out your Tender response in accordance with Section D.

### Validity

- C4. Your Tender must be valid and open for acceptance for 30 calendar days from the Tender return date.

### Variant Bids

- C5. The decision to invite a Single Source response is based on the scope of the requirement. Where you submit a variant bid that is outside the scope of the requirement the Authority may be obliged to compete the requirement.

### Qualifying Defence Contracts

#### Defence Reform Act 2014 – Part 2, Single Source Contracts

- C6. This ITT may result in a Qualifying Defence Contract (QDC) under the provisions of the [Defence Reform Act 2014 \(DRA\)](#). You should therefore understand the implications in the event that it does result in a QDC.
- C7. The DRA enables secondary legislation, called Single Source Contract Regulations 2014 (SSCR), which applies to:
- a. new contracts with a value of £5M (ex VAT) or above; and
  - b. amended contracts where the amended contract has a value of £5M (ex VAT) or above, and both parties agree that the amended contract should be a QDC.
- C8. The DRA and SSCR set out the criteria for determining when a single source contract is a Qualifying Defence Contract (QDC). Any new single source contract which meets the criteria will be a QDC, unless exempt by the Secretary of State for Defence. Exemptions will only be granted in exceptional circumstances.
- C9. The DRA also sets out the criteria for determining when a sub-contract is a Qualifying Sub-Contract (QSC) to which the DRA and SSCR will apply. Any single source sub-contract in excess of £25M (ex VAT), placed in support of a QDC or another QSC and which meets the criteria in the DRA and SSCR, is potentially a QSC. Responsibility for assessing whether a sub-contract is a QSC lies with the party placing the sub-contract. The Tenderer therefore has an obligation, set out in SSCR 2014 Regulation 61, to determine whether any planned sub-contract is a QSC. For any sub-contract of £15M (ex VAT) or over, the Tenderer must keep a record of their assessment and notify the Authority in writing that an assessment has been made, prior to contract award.
- C10. The DRA and SSCR cover such matters as the pricing of QDCs, the information, openness and transparency that the parties must provide to each other, and the rights and obligations of both parties to a QDC once on contract.
- C11. QDC Pricing - The DRA requires a contractor to be satisfied that the costs proposed for inclusion in the price of a QDC are Allowable Costs, in that they are Appropriate, Attributable and Reasonable (AAR). The Authority is obliged to ensure that your costs are AAR and at any

time you may be required to show that this is the case in relation to any particular cost. The Single Source Regulations Office (SSRO) has issued Statutory Guidance on Allowable Costs (SGAC) which can be found on their website and which the parties to a QDC will be expected to adhere to, other than in exceptional circumstances. Either party to a QDC may subsequently make a referral to the SSRO for an adjustment of the contract price, if that party believes the price agreed was not in accordance with the requirements of the DRA / SSCR.

- C12. The DRA requires that the contract Profit Rate agreed between the parties for QDCs must be agreed in accordance with the provisions of the DRA and SSCR.
- C13. QDC Reporting - If this Tender leads to a QDC you will be obliged, under the DRA 2014 & associated regulations, to submit QDC Contract Reports to the Authority and the Single Source Regulations Office. The Authority will require you to use the SSRO's online reporting system Defence Contract Analysis & Reporting System (DefCARS) to submit your reports. The reports that will be required are:
- a. the Contract Initiation Report (comprising the Contract Pricing Statement, the Contract Notification Report and the Contract Reporting Plan), within one month of contract award;
  - b. Quarterly Contract Reports (where the contract value is £50M (ex VAT) or above); Interim Contract Reports and any other 'on demand' reports as specified elsewhere in this Tender; and
  - c. a Contract Completion Report and a Contract Costs Statement, at the end of the contract.

Details of reporting requirements can be found on the [SSRO website](#), see their document [Reporting guidance and DefCARS](#).

- C14. You must agree with the Authority which Defined Pricing Structure (DPS) will be used for your reporting, if not already specified by the Authority in this Tender. The DPS is published by the SSRO and used as the basis of reporting your forecast and actual costs through DefCARS. (Note: for Quarterly Contract Reports (QCRs) you may report costs using your own reporting structure, rather than the agreed DPS).
- C15 The [MOD Commercial Toolkit](#) provides further information about the new single source legal framework.

## **Non-qualifying Contracts**

- C16. A single source contract that does not meet the criteria to be a QDC is a "non-qualifying contract". While recognising the provisions of the DRA and SSCR do not apply in law to non-qualifying contracts, the Authority's policy is to apply the same pricing principles and guidance to assure the process of a non-qualifying contract, as for a QDC.

## Section D – Details of Cost Breakdown and Mandatory Criteria

- D1. When placing any contract, the Authority is required to satisfy that the agreed price represents Value for Money (VFM). In single source contracting you must provide to the Authority sufficient information in support of your price proposal and during subsequent price negotiation, to enable the Authority to fulfil its obligation to assure VFM. The Authority approaches all contract pricing on the basis of the NAPNOC principle.

### Cost Breakdown Requirements

- D2. Detailed below is the information and evidence the Authority requires to enable the assessment of the contract and Sub-contract proposals submitted in response to the Authority's Tender dated [insert date]. Subject to paragraphs D3 to D5, or unless otherwise agreed with the Authority, the information detailed must be submitted as part of your Tender response.
- D3. You may have already provided some of the information detailed below as part of a separate investigation / agreement with the Authority (e.g. the methodology used to determine overhead cost recovery rates). If so, you must provide details and dates of any such agreements.
- D4. If the Tender is expected to lead to a Qualifying Defence Contract (QDC), you must provide sufficiently detailed information to the Authority to support your price proposal, to satisfy the statutory obligations placed on you by the [Defence Reform Act 2014 \(DRA\)](#) and the [Single Source Contract Regulations 2014 \(SSCR\)](#). Or, if any resultant contract is not a QDC (a non-qualifying contract), to meet the Authority's pricing policy indicated at paragraph C16 of this DEFFORM 47ST, the costs you propose within your price must be compliant with the latest version of the statutory [Allowable Costs Guidance](#) (ACG) published by the Single Source Regulations Office (SSRO). Further information about the DRA and SSCR provisions can be found on the MOD Commercial Toolkit and on the [SSRO website](#).
- D5. The aim of the Authority's assessment is to satisfy itself that your proposed costs are AAR. For a QDC you will be legally required to submit a Contract Pricing Statement within one month of contract award, detailing the facts, assumptions and calculations underpinning the contract price, as indicated at paragraph C13. You should therefore aim to supply a similar level of detail to support your tendered price. The Authority may request further supporting information, in the event the information supplied with your Tender is insufficient to enable the Authority's assessment to be completed.

### Contractor Databook

- D6. You are not required to provide a Contractor Databook.

### Work Breakdown Structure

- D6. You must provide a Work Breakdown Structure (WBS), representing a hierarchical breakdown of the work packages / activities that need to be performed to deliver the required Contractor Deliverables. The WBS when completed should provide detail proportionate to the value and complexity of the requirement covered by the Tender.

### Organisation Breakdown Structure

- D7. You must provide an Organisation Breakdown Structure (OBS) that maps across to your WBS.
- D8. The OBS must be supported by a resource plan detailing the personnel that will be assigned to the delivery of any resultant contract, specifically identifying any additional personnel not currently available, that will need to be acquired, together with the assumed timescales for their introduction.

### Make or Buy Plan

- D9. Your Tender must provide a Make or Buy Plan defining the criteria and rationale used for the apportionment of work within the proposed supply network. The plan must identify each sub-system, package of work, service or purchase of components and raw materials etc. whether or not you intend to seek competitive tenders. You must indicate your reasons for not seeking competition (i.e. competition not practicable or not reasonable for other reasons which must

be stated). For contracts valued at £5M (ex VAT) and above, the Make or Buy Plan must provide the following information for each sub-system, package of work, service, purchase of components and raw materials:

- a. the name and address of the proposed sub-contractor(s); or
- b. the list of tenderers and timeline that is being considered for competitively placed requirements;
- c. the approximate value of the sub-contract or order;
- d. the means by which prices are to be determined as fair and reasonable (e.g. by incorporation into the sub-contract or order the text of the relevant Appendix of DEFCONs 802, 804, 811, 812, 814 and 815, as applicable);
- e. the delivery programme; and
- f. other relevant factors.

## **Questionnaire on Method of Allocation of Costs**

D10. Your Tender must identify the Questionnaire on Method of Allocation of Costs (QMAC) on which your cost estimate is based, together with its status. If you have never agreed a QMAC with the Authority, you must provide details of the method and rationale used for the allocation and apportionment of costs, and the means you use to determine your overhead recovery rates.

## **Cost Breakdown**

- D11. Your Tender must provide a cost breakdown that clearly indicates the way in which the proposed costs for the work described in the proposal have been derived. If your company agrees Cost Recovery Rates with the Authority, you must use the latest Promulgated Rates and provide the date and reference of the agreement letter. If your Company does not regularly agree Cost Recovery Rates with the Authority, you must explain the basis of the rates applied.
- D12. Your cost breakdown must be constructed to enable the Authority to understand the relationship between the costs you have estimated and the Contract Terms and Conditions. Any assumptions and dependencies that have a bearing on the allocation of commercial risk must be detailed.
- D13. Your cost breakdown should indicate the amounts quoted for each of the main cost types broken down by cost centre / department / division and by planned spend per your Accounting Period.
- D14. Your cost breakdown must provide sufficient detail to enable the Authority to assess whether the cost allocated to each of the key work packages, within the WBS down to the level specified in paragraph D7, are Allowable Costs (see sub-paragraph D16.h).
- D15. Your Tender must provide the following detail, for each work package in the WBS:
- a. the direct costs associated with each work package. In this respect, a direct cost is one that can be completely attributed to the delivery of the work package concerned, including materials costs, labour costs, sub-contract costs, other direct costs and any capital costs relating to expenditure on special to type equipment. You must also include spend profiles for labour and materials broken down by Financial Year;
  - b. the direct labour hours used to estimate the cost of each work package, broken down by band / grade and indicating the charging rates applied. Where applied, the annual utilisation rates used to derive the direct labour hour estimates. Any annual escalation applied to the rates must be detailed separately and the rationale provided;
  - c. any overhead and / or indirect costs relating to the general conduct of your business and which have been attributed to each work package. You must provide the methodology used to attribute indirect costs to work packages, if not already provided (e.g. under paragraph D13);
  - d. any risk contingencies associated with each work package must be quantified and substantiated. You must conduct a detailed risk assessment covering: schedule,

technical performance, cost and commercial risks and supply a Risk Register with Risk Analysis, along with the Risk Analysis rationale. You must also identify the methodology for managing and eliminating / minimising risks off-set against the Risk Analysis and its impact on cost growth and programme. The register must also include an assessment of costed opportunities relating to applying improved techniques / practices, exploiting technology or pursuing other approaches that would yield VFM;

- h. a statement detailing the rationale that underpins the estimate for each work package together with evidence that demonstrates the estimated costs are Allowable. The statement must include:
  - (1) details of any historic / recorded costs used to inform the development of the estimate supported by the rationale for any adjustments that may have been applied to the data to reflect different circumstances. Where no adjustments have been made, you must provide the rationale for applying historic / recorded costs;
  - (2) details of any scrap and rework costs included in the historical costs provided in response to sub-paragraph D16.h.(1) above, specifically identifying the reasons why the scrap and rework occurred; and
  - (3) any particular processes and / or techniques that are reflected within the estimate for the work package concerned;
- i. details of your estimating policy (e.g. estimating handbooks or guidance material) that have been applied to determine the tendered price(s), together with confirmation that the Authority will be afforded unrestricted access to such documentation, if requested.

D16. You must annotate all relevant economic and other assumptions on which the costs identified in the cost breakdown are dependent (e.g. inflation, interest rates, and taxation rates). Any elements for which the application of a Variation of Price (VOP) mechanism is proposed, must be supported by the rationale and details of the suggested VOP mechanism.

D17. If applicable you should provide details of any quantified productivity improvements / efficiency gains (including any cost benefit from company re-organisation) expected to be realised over the life of the contract, detailing the Financial Year they are expected to apply. You should identify separately, any costs included with the estimate that are expected to contribute to the realisation of those improvements. Any proposed investments should be supported by a quantitative analysis demonstrating the benefits.

D18. Your cost estimate must reflect the assumptions you have made, including those concerning the anticipated percentage split of Authority / commercial workload for the duration of the contract, which you must provide with your tender, profiled by year.

### **Profit Breakdown Requirements for a QDC**

D19. Not Applicable.

### **Profit Breakdown Requirements for a Non-qualifying Contract**

D20. It is the Authority's policy to use the current SSRO published BPR and CSA when negotiating the contract profit rate for a non-qualifying contract. It may also be appropriate to consider the other 'steps' of the profit rate calculation (e.g. step 2 - risk adjustment and step 3 - POCO) although step 4 - SSRO funding adjustment, will never be applied to a non-qualifying contract.

D21. You must explain and justify, within your Tender response, a profit rate that is not derived from the current SSRO BPR and CSA.

### **Requirement for DEFFORM 815 for a Non-qualifying Contract**

D22. Not applicable

## Tender Evaluation Criteria

1. This section details the proposed strategy and methodology that shall be applied when evaluation the tender response to this Invitation to Negotiate (ITN).
2. The tender response shall be assessed by a team of Subject Matter Experts (SMEs) deemed appropriate by the Authority; hereafter referred to as 'evaluators'. Once all evaluators have completed their evaluations, a moderation exercise will be undertaken. The moderation will review any disparities between scores awarded by the evaluators.
3. Where the moderation finds areas of minor uncertainty the evaluators may request, via the relevant Commercial Officer, a Clarification Question (QC) to be raised. On the return of the QC response, the evaluators will re-evaluate the relevant criteria using the response to the QC in a process reiteration. The moderation may result in evaluators being requested to reconsider the original score awarded.
4. All criteria will be marked using the relevant matrices:

<b>Mandatory Criteria, applicable to QDCs and non-qualifying contracts</b>	
1. Minimum Commercial Requirements @ 10 % Commercial Compliance	Pass/Fail
2. Minimum Technical Requirements met @ 90% Technical Compliance	Pass/Fail and Bespoke Scored

- a. Pass/Fail – Where the marking method for a criterion is Pass or Fail then the tender will be marked in accordance with table 1 below.
- b. Bespoke Scored- Where the marking method for a criterion is Bespoke scored then the tender will be marked in accordance with table 2 below.

<b>Table 1 – Scoring for Pass/Fail Criteria</b>	
<b>Score</b>	<b>Scoring Descriptor</b>
Pass	Pass = A clearly structured response which demonstrates a good knowledge of the subject matter and substantiates this with evidence which gives the Authority confidence that the Contractor has the capability and capacity to operate the contract to the required standard
Fail	A response which demonstrates limited knowledge of the subject matter. The evidence provided fails to give the Authority confidence that the Contractor has the capability and capacity to operate the contract to the required standard.

<b>Table 2 – Scoring for Bespoke Scored Criteria</b>	
<b>Score</b>	<b>Scoring Descriptor</b>
5	Excellent - A well-structured response which clearly demonstrates a comprehensive knowledge of the subject matter and substantiates this with evidence to give the Authority no doubt that the Contractor has the capability and capacity to operate the contract successfully.
4	Good - A clearly structured response which demonstrates a good knowledge of the subject matter and substantiates this with evidence which gives the Authority confidence that the Contractor has the capability and capacity to operate the contract to the required standard.



3	Satisfactory - A response which demonstrates a reasonable knowledge of the subject matter and substantiates this with some acceptable evidence which gives the Authority the confidence that the Contractor has the capability and capacity to operate the contract to the required standard.
2	Poor - An unstructured response which demonstrates limited knowledge of the subject matter. The evidence provided fails to give the Authority confidence that the Contractor has the capability and capacity to operate the contract to the required standard.
1	Very Poor - An incoherent response which demonstrates poor appreciation of the subject matter. The evidence provided is insufficient and fails to give the Authority any confidence that the Contractor has the capability and capacity to operate the contract to the required standard.
0	No response/Non-Compliant.

<b>Technical Criteria 90%</b>	
<b>1. Approach to service delivery</b>	<b>70%</b>
Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
<b>2. Mobilization and management of personnel</b>	<b>30% (15% per question)</b>
2.1 Demonstrate the approach to mobilization and management of the required resource to support delivery of the Contracting Authority Scope. Your response should illustrate how this will flex to meet the changing resource demands of the work stages.	2.1 Marked out of 5 (scoring criteria located at table 2 above – any score less than 3 will be a fail)
2.2 Outline your approach to providing cover for leave, sickness or staff leaving to ensuring continuity of a quality service to the Authority.	2.2 Marked out of 5 (scoring criteria located at table 2 above – any score less than 3 will be a fail)

<b>Commercial Criteria 10%</b>	
<b>Approach to service delivery</b>	
Acceptance of the SC1B Terms and Conditions	Provision of a Statement of acceptance of the SC1B Terms and Conditions.
Completion of DEFFORM 47ST Annex A 'Offer'	Provided completed copy
IR35	Supply of the Contractor's statement of determination in relation to IR35 application.
Security Aspects Letter	Acceptance of the Security Aspects Letter. Schedule 7 to be returned.
Statement Relating to Good Standing (SRTGS)	Complete and signed SRTGS. Schedule 8 to be completed and returned.

Tenderer's Commercially Sensitive Information Form (DEFFORM 539A).	Submit a signed Tenderer's Commercially Sensitive Information Form (DEFFORM 539A). Schedule 5 to be completed and returned.
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### **Non-Compliant or Unacceptable Tender**

5. At any point following receipt of a tender, including Final Tender Submission, the Authority may deem any tender which does not meet the following requirements as non-compliance and reserves the right, at its sole discretion to reject the entire tender.
  - a. Technical: Where the score to any element is 2 (Poor), or equivalent where a bespoke scoring system is being employed, or less than 2, the tenderer's bid will be considered to be Technically non-compliant;
  - b. Commercial: Compliance - Failure to submit any of the required documentation which is annotated as Pass/Fail will result in the tender being marked non-compliant.

## **Section E – Instructions on Submitting your Tender**

### **Submission of your Tender**

- E1. Your Tender and any other ITT Documentation must be submitted electronically email to [mollie.guest102@mod.gov.uk](mailto:mollie.guest102@mod.gov.uk) as stated in the covering letter to this DEFFORM 47ST.
- E2. Your Tender must be compatible with MS Office Word and other MS Office applications. If you password protect or encrypt any information containing prices, you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.
- E3. You must ensure that your DEFFORM 47ST Annex A (Offer) is signed, scanned and attached with your Tender as a PDF (it must be a scanned original).

### **Samples**

- E4. Where samples are required for testing 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.
- E5. 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 them to be returned. The samples associated with a successful Tender may be kept by the Authority indefinitely.
- E6. 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 ITT or at a later stage. Neither does the issue of this ITT or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.
- F2. In addition to its legal rights in relation to qualifying contracts, under the Defence Reform Act 2014 the Authority reserves the right, but is not obliged to:
- a. vary the terms of this ITT in accordance with applicable law;
  - b. seek clarification or additional documents in respect of your submission during Tender evaluation where necessary for the purpose of carrying out a fair evaluation. You are asked to respond to such requests promptly;
  - c. visit your site;
  - d. not enter into a contract if you are found guilty of misrepresentation in relation to your Tender or the Tender process;
  - e. re-assess your suitability, for example, where there is a material change of control from supplier selection;
  - f. reject / negotiate your Tender or part of your Tender;
  - g. withdraw this ITT at any time, or invite other Tenders on the same or any alternative basis;
  - h. choose not to award any contract as a result of this tender 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.
- F3. The contract will be effective when both parties have signed the contract. The contract will be issued by the Authority via DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C4.

### Conforming to the Law

- F4. You must comply with the UK Bribery Act 2010, all applicable UK legislation and any equivalent legislation in a third state.
- F5. Your attention is drawn to legislation relating to 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.

### Fraud and Other Illegal Practices

- F6. You must report any suspected or actual, 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 that have arisen or that may arise at any point before the contract award decision. You should be aware that withholding knowledge of such interests may prevent the Authority from awarding the Contract.
- F8. Where an actual or potential Conflict of Interest (COI) exists or arises or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual, potential or perceived COI. The proposal must be of a standard which, in the Authority's sole opinion, appropriately manages the conflict and provides full details listed at F8 a to g below. Where the Contract is awarded and the COI is still relevant post-Contract

award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime 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.

## **Government Furnished Assets**

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this procurement, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If the Authority decides not to proceed with this procurement, you must seek instructions for the GFA from the named Commercial Officer.

## **Publicity Announcement**

- F10. 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 in the supply chain. You should complete and return DEFFORM 539A as explained in the DEFFORM 47ST Annex A and associated Appendix 1.
- F11. If you wish to make an announcement regarding this procurement you must seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the named Commercial Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.
- F12. Under no circumstances should you confirm to any Third Party the Authority's Contract award decision before the Authority's announcement of the award of Contract.

## **Sensitive Information**

- F13. 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.
- F14. For these purposes, the Authority may share within Government any of your documentation / information (including any that you consider to be confidential and / or commercially sensitive such as specific bid information) submitted by you to the Authority during this procurement. You must identify any Sensitive Information in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the tendering process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.
- F15. Where required, the Authority reserves the right to disclose on a confidential basis any information it receives from you during the procurement process (including information identified by you as 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 your Tender. In providing such information you consent to such disclosure.

## Remedies for Actionable Contraventions under the Defence Reform Act 2014

F16. If you have a Qualifying Defence Contract under the DRA 2014 you should be aware that if you fail to comply with certain aspects of the legislation then the Authority may issue a Compliance Notice to you. If you continue to fail to comply, the Authority may serve you with a Civil Penalty, as provided in the Single Source Contract Regulations 2014. If you believe either a Compliance Notice or a Civil Penalty is unjustified, you may appeal the matter to the independent Single Source Regulations Office.

## Reportable Requirements

F17. Listed in the DEFFORM 47ST 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 must attach the relevant information with your tender submission.

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.

## Russian and Belarusian Suppliers, Products and Services

F20. Except as set out in [PPN 01/22](#), the Authority will not be accepting Tenders that:

- a. contain any Russian / Belarusian products and / or services; and / or
- b. are linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian / Belarusian person or entity. Please note that this does not include companies:
  - (1) registered in the UK or in a country with which the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement; and/or
  - (2) which have significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement.

F21. Tenderers must confirm in writing that their Tender, including any element that may be provided by any part of the Contractor's supply chain, does not contain any Russian / Belarusian products and / or services.

F22. Tenderers must include provisions equivalent to those set out in this clause in all relevant Sub-Contracting Arrangements.

## Specific Conditions of Tendering

F23. N/A

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## Ministry of Defence

Tender Ref No. 712379452

## 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 will apply.

<b>Applicable Law</b>				
I agree that any contract resulting from this procurement shall be subject to English Law *Where 'no' is selected, Scots Law will apply.				Yes / No*
<b>Value of Tender (excluding VAT)</b>				
£..... WORDS.....				
<b>UK Value Added Tax</b>				
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)) £.....				
<b>Location of work (town / city) where the contract will be performed by the Contractor:</b>				
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
<b>Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47ST ST Annex A (Offer)):</b>			<b>Tenderer's Declaration</b>	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Have you completed and attached a Contract Pricing Statement?			Yes / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is yes, please complete and attach DEFFORM 528.			Yes* / No	
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?			Yes* / No	
Have you obtained prior 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 procedures to be used and estimates of duties to be incurred or suspended?			Yes / No	



Have you completed Form 1686 for sub-contracts?	Yes / No				
Are you a Small Medium Sized Enterprise (SME)?	Yes / No				
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No				
Have you completed and attached DEFFORM 539A (Tenderer's Sensitive Information)?	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 or any item provided in accordance with the Terms and Conditions of the Contract 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 or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU Law, and as it applies in Northern Ireland directly.	Yes* / No				
Have you attached The Bank / Parent Company Guarantee?	Yes* / No / Not Required				
Have you complied with the requirements of the Defence Safety Authority?	Yes / No / Not Required				
Have you completed all Mandatory Requirements (as per paragraph F17) stated in this ITT?	Yes / No				
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47ST Annex A (Offer).					
<b>Tenderer's Declaration</b>					
<p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government tender processes, including value for money and related purposes. We certify that we have identified any sensitive material in the Tenderer's Sensitive Information form (DEFFORM 539A).</p>					
Dated this ..... day of ..... Year .....					
<table border="0"> <tr> <td><b>Signature:</b></td> <td><b>In the capacity of</b></td> </tr> <tr> <td>(Must be original)</td> <td>..... (State official position e.g. Director, Manager, Secretary etc.)</td> </tr> </table>		<b>Signature:</b>	<b>In the capacity of</b>	(Must be original)	..... (State official position e.g. Director, Manager, Secretary etc.)
<b>Signature:</b>	<b>In the capacity of</b>				
(Must be original)	..... (State official position e.g. Director, Manager, Secretary etc.)				
<b>Name:</b> (in BLOCK CAPITALS)  <b>duly authorised to sign this Tender for and on behalf of:</b>  (Tenderer's Name)	<b>Postal Address:</b>  <b>Telephone No:</b> <b>Registered Company Number:</b> <b>Dunn and Bradstreet Number:</b>				

## Information on Mandatory Declaration Returns

### Part Tender

1. Under Conditions 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. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / Technical Data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.
4. 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, or on behalf of, 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 an Intellectual Property Right (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
  - c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the intellectual property right 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, provide the Authority with details of every restriction and obligation referred to in paragraphs 3 and 4. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 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. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

### 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 procurement 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 Defense Trade Co-operation Treaty. The Authority shall then convey its decision to you. 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. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.
- 14. For the purpose of this procurement, for any deliverables not yet imported into the UK, 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 His Majesty's Revenue & Customs (HMRC) authorisations.

## **Sub-contracts Form 1686**

- 16. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract at OFFICIAL-SENSITIVE with a contractor outside the UK, or where the release of SECRET or above information is involved within the UK or overseas. The process will require submission of the single page document either directly to the MOD delivery team or, where specified, to the DE&S Security Advice Centre. Form 1686 and further guidance can be found in the Cabinet Office's [Contractual Process](#). Small and Medium Enterprises
- 17. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of the Authority's spending should be spent with SMEs by 2022; 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 sub-contractors are encouraged to make their own commitment and register with the [Prompt Payment Code](#).
19. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policy priorities and our SME policy can be found at [Gov.UK](#) and the [Defence Sourcing Portal](#).
20. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: <https://www.gov.uk/guidance/subcontract-advertising>. This process is managed by the Strategic Supplier Management team who can be contacted at: [DefComrcISSM-Suppliers@mod.gov.uk](mailto:DefComrcISSM-Suppliers@mod.gov.uk).

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

21. The Authority shall publish notification of the Contract and publish Contract documents where required following a request 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.
22. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's [Transparency Principles](#) and in accordance with the provisions of either SC1B Conditions of Contract Clause 5.
23. 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").
24. You should complete the attached Tenderer's Sensitive Information form SC1B Schedule 4 explaining which parts of your Tender you consider to be Sensitive Information. This includes providing a named individual who can be contacted with regard to FOIA and EIR.
25. 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**

26. You must note that use of the [Contracting, Purchasing and Finance \(CP&F\)](#) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender you agree to electronic payment. 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**

27. If you have not previously submitted a Statement Relating to Good Standing or circumstances have changed please, select 'Yes' to the appropriate question on DEFFORM 47ST Annex A and submit a Statement Relating to Good Standing with your Tender.

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

28. 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.

**Defence Safety Authority (DSA) Requirements**

29. There are no DSA Requirements.

**Bank or Parent Company Guarantee**

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