



Ministry
of Defence

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Defence Equipment and Support
Building E15 Annexe
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Tel: *Personal - Redacted*
Email: deslcsls-comrcl-1a@mod.uk

Bidders

Your Reference:

Our Reference:
MEDGS/00292

Date: 27 May 15.

Dear Bidder

Invitation To Tender (ITT) Reference No. MEDGS/00292

1. You are invited to tender for The Supply of Various Batteries in competition in accordance with the attached documentation.
2. The requirement is for The Supply of Various Batteries: Lot 1 Nickel Cadmium Batteries, Lot 2 Various Military Batteries, Lot 3 Acid Batteries and Lot 4 Large Lithium Thionyl Chloride Batteries.
3. Funding has been approved.
4. The anticipated date for the contract award decision is 17 August 2015 please note that this is an indicative date and may change.
5. You must submit your Tender to arrive no later than 10:00am on 29 June 2015. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.

Yours sincerely

Personal - Redacted

Personal - Redacted
deslcsls-comrcl-1a
LS Commercial

Invitation To Tender

for

The Supply of Various Batteries
Lot 1 Nickel Cadmium Batteries,
Lot 2 Various Military Batteries,
Lot 3 Lead Acid Batteries and
Lot 4 Large Lithium Thionyl Chloride Batteries

MEDGS/00292

Contents

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Tender. The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
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Section A – Introduction

Definitions

- A1. This requirement is issued on behalf of the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"). In this Agreement, the Authority is acting as part of the Crown.
- A2. "You / Tenderer" means the economic operator or group of operators in the form of a consortium, including sub-contractors, which has been invited to submit a response to this Invitation to Tender.
- A3. "Invitation to Tender" (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.
- A4. A "Tender" is the offer that you are making to the Authority.
- A5. "Contractor Deliverables" means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) which the contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
- A6. "Schedule of Requirements" SOR ref: MEDGS/00292 means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.
- A7. The "Statement of Requirement" StOR ref: MEDGS/00292 the technical requirements and acceptance criteria of the Contractor Deliverables. **The Statement of Requirement is attached at Schedule 1 to this DEFFORM 47.**
- A8. "Conditions of Tendering" means the conditions set out in the DEFFORM 47 that govern the competition.
- A9. "Contract Conditions" means the attached conditions that will govern any resultant contract.
- A10. A "Third Party" is any person who is not an employee of the Tenderer as defined at A2.

Purpose

- A11. The purpose of this ITT is to invite you to propose a solution / best price to our requirement. This documentation explains and sets out the:
- a. tender process and timetable for the next stages of the procurement;
 - b. instructions and conditions that govern this competition;
 - c. information you must include in your Tender and the required format;
 - d. administrative arrangements for the receipt and evaluation of Tenders; and
 - e. Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.
- A12. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.
- A13. This ITT has been issued to all potential Tenderers that expressed an interest.

The requirement was advertised by the Authority in the Official Journal of the European Union (OJEU) dated 21 May 2015 with reference to the requirement for The Supply of Various Batteries Lot 1 Nickel Cadmium, Lot 2 Various Military Batteries, Lot 3 Acid Batteries and Lot 4 Large Lithium Thionyl Chloride Batteries - MEDGS/00292 following the Open Procedure under Public Contracts Regulations 2015.

ITT Documentation and ITT Material

- A14. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings),

issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any intellectual property rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A15.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation, or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. immediately destroy all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to participate in responding to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- g. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

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

Tender Expenses

A16. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

Material Change of Control from Supplier Selection

A17. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

Contract Conditions

A18. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

A19. The Contract conditions for Framework Agreements apply. Failure to conform to the framework conditions will result in your Tender being non compliant.

Consultation with Credit Reference Agencies

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

Section B – Key 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	23 June 2015 by 12.00 hrs.	Tenderers	deslcsls-comrcl-1a@mod.uk
Final Date for Requests for Extension ²	24 June 2015 by 12.00 hrs.	Tenderers	deslcsls-comrcl-1a@mod.uk
The Authority issues Answers and Clarifications	Throughout process but closes 23 June 2015 by 12.00 hrs.	The Authority	All Tenderers
Tender Return ⁴	29 June 2015.	Tenderers	The Tender Board, using DEFFORM 28
Tender Evaluation	06 July 2015 to the 21st August 2015.	The Authority	N/A
Reverse Auction	Week commencing 7 September 15	The Authority	N/A

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 bidders. 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.
3. Tenderers are advised that the **10.00 a.m. deadline** is the time the documents have to be with the Tender board Secretary. For security reasons tender responses may be screened before opening and you should ensure that your response is received with sufficient time for screening before the tender due time. No guarantee can be given that the tenders not received on time will be evaluated.

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

C1. You must Tender for all the Contractor Deliverables listed in the attached Schedule of Requirements, for each of the lots that you are tendering for. The Authority reserves the right to reject your Tender where you have not tendered for all of the Contractor Deliverables within each lot tendered for.

Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP. Prices must be Firm Price.

C3. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C4. In accordance with F3 your Tender must be valid / open for acceptance for ninety (90) calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

Variant Bids

C5. You may only submit a variant bid where the Contract Notice states that variant bids will be considered (or where the requirement is exempt from the EU Regulations). A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITT Documentation. The Authority will give full and careful consideration to any permitted variant bids received. Any variant bid should, as far as possible, meet the attached Conditions of Tendering and Contract Conditions.

C6. Where variant bids are permitted, and you submit a variant bid, you are required to submit two Tenders, one against the Statement of Requirement and one variant bid. The standard Tender must meet the 'minimum' tender evaluation criteria as set out in Section D (Tender Evaluation), and must be submitted in accordance with the Conditions of Tendering. Variant bids will be evaluated in accordance with the tender evaluation criteria as set out in Section D (Tender Evaluation) and must be submitted in accordance with the Conditions of Tendering.

C7. 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.

Section D – Tender Evaluation

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

ITT EVALUATION GUIDANCE

Overview

D1. The objective of the ITT is to select the Most Economically Advantageous Tender (MEAT) as specified in the OJEU notice Ref: 2015/S 099-179396 dated 23 May 2015. The evaluation criteria, which have been developed by General Stores subject matter experts, comprises a question set designed to test the Tenderer's proposals to specifically meet this requirement for the Supply of Various Batteries in the estimated volume, to time and quality. The selection will be based upon a formal evaluation of the written submission. The response to each question will be scored against a confidence level based entirely on the Tenderer's response and the supporting evidence provided. A weighting has been attributed to each question according to its importance and criticality in providing confidence in regards to the Tenderer's capability in these areas. Tenderers that achieve an overall confidence score of **60% or above**, will proceed to the Reverse Auction. It is imperative that a full ITT response is provided including a response to all questions within the question set. Failure to comply with any aspect of this requirement may render the Tenderer's submission non-compliant. A compliance check list is included at Annex C to this DEFFORM 47 for ease of reference.

D1.1. Bidders will not have to bid for all Lots but they must bid for the totality of a Lot as the Authority does not want to split Lots. [Exceptions to this are Lot 2 Various Military Batteries and Lot 3a Lead Acid; it is considered unlikely that any one company will be able to provide everything due to issues around certification or compliance with transport of hazardous goods regulations. The minimum requirement would be to receive bids for the minimum of 25% of Lot 2 and/or Lot 3a.](#)

Tender Evaluation

D2. The Tenderer's response to this ITT including the question set at Annex B to this DEFFORM 47 will be assessed by a team comprising the Authority's subject matter experts. Specific individuals within the evaluation team will assess the responses to each question for which they are responsible, including any additional material that is referenced within the response, they will then record their scores independently.

D3. The Authority will exclude any bidders who do not provide a statement confirming their compliance to the Terms and Conditions of this contract (detailed at Annex C to this DEFFORM 47).

D4. All Commercial questions (Com 01 to 04) in the ITT question set at Annex B to this DEFFORM 47 will be scored on a PASS/FAIL basis. The Authority will exclude any bidders who score a 'FAIL' in any of the said questions and no other part of their tender will be assessed.

D5. The Authority will also exclude any bidders who fail Technical questions TEC 01 -03 or who score a 'Major Concern' for the Technical questions (Man 01 to 03, Del 01 to 03, Sus 01), and no other part of their tender will be assessed.

D6. For all other questions, one of the following 4 scores and associated percentages will be assigned to each question:

Level	Score (%)
High Confidence	100
Confidence	70
Concerns	40
Major Concerns	0

D7. The weight associated to each question is as follows:

Question	Weight %
Commercial (0/100) Pass or Fail	
{Com 01} - Company Information	PASS/FAIL
{Com 02} - Grounds for Mandatory Rejection	PASS/FAIL
{Com 03} - Grounds for Discretionary Rejection	PASS/FAIL
{Com 04} - Economic and Financial Standing & Assessment	PASS/FAIL
Technical (0/100) Pass or Fail	
{Tec 01} Technical Specification of Equipment	PASS/FAIL
{Tec 02} Ability to Package all Hazardous Items to Dangerous Goods Regulations	PASS/FAIL
{Tec 03} ISO 9001 Accreditation	PASS/FAIL
Technical 100%	
Management (50/100)	
{Man 01} Providing Management Information	15%
{Man 02} Risk Management	15%
{Man 03} The Supply Chain	25%
Delivery (35/100)	
{Del 01} Delivery Lead Times	15%
{Del 02} Replacement of Defective and/or Non-conforming Goods	10%
{Del 03} Minimum Order Quantities	10%
Sustainability (10/100)	
{Sus 01} Sustainability	10%
Total	100%

Selection for Reverse Auction

D8. Tenders that achieve an overall confidence score of **60%** or higher on the ITT questions set (detailed at Annex B to DEFFORM 47) will be invited to Reverse Auction

D9. If no bids score **60%** or more, the Authority reserves the right, at its absolute discretion, to re-run the tendering process. Tenderers should also note that the Authority requires full compliance with its Terms and Conditions of Contract including agreement to the provision of a parent company or bank guarantee if requested within ten calendar days of the announcement of the Authority's intention to award a contract by accepting a tender. Failure to meet these criteria will result in immediate disqualification from the Tender process.

D10. The pricing model at the Reverse auction will be based on the best estimate of quantities for the items detailed in Annex A to Schedule 1.

D11. Once the winning tenderer has been selected and an announcement made of the Authority's intention to award a contract, there will be a standstill period of ten days, as required by the Public Contract Regulations 2015.

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. **You must provide one unpriced paper copy, five unpriced CD copies, one priced paper copy marked 'MASTER' and one priced CD copy marked 'MASTER' of your Tender. One copy of any supporting documents including certificates (storage sticks are not acceptable and must not be provided). You must not e-mail electronic copies until after the Tender Board has taken place. If you e-mail your Tender before the Tender Board date, your Tender may be excluded from the competition.**

E2. Please ensure you include the electronic copy/ies of the priced and unpriced Tender with the associated paper copy/ies only. You must label CDs containing electronic copies of the Tender with "Includes Prices" or "Unpriced". The electronic copies of the Tenders must be compatible with Microsoft Office Word 2003 and other MS Office 2003 applications. If you submit pdf files, password protect or encrypt any information on CDs containing prices you must supply the password so that the Authority can undertake a pricing evaluation.

E3. You must complete and include DEFFORM 47 Annex A (Offer) (excluding Appendix 1) with your Tender. Where you select 'Yes' to any questions you must attach the relevant information.

E4. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your priced Tender.

E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.

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

E7. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned / or go missing.

E8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

Samples

E9. Where samples are required for evaluation purposes you must be prepared to submit them without charge. You should clearly label samples with the following particulars:

- a. your name and address;

- b. the Tender Reference Number and due date for return of the Tender; and
- c. the Description and Item Number as shown in the Schedule of Requirements.

E10. You should send any samples to the named Commercial Officer after the Tender return date.

E11. The Authority may retain all samples for twelve (12) months from the Tender return date. After this period, the Authority will destroy the samples unless you specifically state you require their return. The Authority may keep samples associated with a successful Tender indefinitely.

E12. Samples that are consumed will not be returned.

Section F – Conditions of Tendering

F1. The issue of ITT Documentation is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance of that, is a matter solely for your commercial judgement. The Authority reserves the right to:

- a. seek clarification or additional documents in respect of a Tenderer's submission;
- b. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- c. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, or the tender process;
- d. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
- e. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
- f. choose not to award any contract as a result of the current procurement process;
- g. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and / or:
- h. ask for a price breakdown where the Tender price is low.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract. 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.

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

Conforming to the Law

F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

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

Bid Rigging and Other Illegal Practices

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

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

Conflicts of Interest

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

F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:

- a. manner of operation and management;
- b. roles and responsibilities;
- c. standards for integrity and fair dealing;
- d. levels of access to and protection of competitors sensitive information and Government Furnished Information;
- e. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

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

Government Furnished Assets

F8. 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

F9. 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

F10. 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.

F11. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

F12. Under no circumstances should you confirm to any Third Party the Authority's acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

Sensitive Information

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.

F14. 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 while complying with our obligations to maintain confidentiality.

Remedies for Breach of Contract

F15. 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

F16. 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.

F17. This is not a test of your answer but failure to complete this part of the Annex makes your Tender non-compliant.

Conditions of Tendering Specific to this Requirement

The Tenderer's attention is drawn to the following:

Logistic Commodities and Services (Transformation)

F18. Tenderers are to be aware that the Logistic Commodities and Services team is undertaking a programme of transformation which will entail determining the future strategy for all commodities and services within its remit. Respondents to this ITT are accordingly invited to note that the Authority reserves the right, at its sole discretion, to assign or novate any contract arising from this Requirement to a Third Party or Managing Agent. The Process for the transition from current to future arrangements, where and when they are decided upon, will be as detailed at Section 2, General Conditions 2.9 - Assignment and Novation of this ITT (Terms and Conditions of Contract).

Reverse Auctions

F19. The Tenderer agrees that his offer in response to this Invitation to Tender will be used by the Authority for the purpose of seeking Reverse Auction bids electronically from other Tenderers on a date and time to be advised by the Authority. Subject to the Tenderer's response being compliant with the requirements of this Invitation to Tender, the Authority will invite the Tenderer to participate in the Reverse Auction on the designated date and time. The Tenderer is under no obligation to participate in any Reverse Auction or to provide a revised price offer to the Authority. The identity of bidders will not be revealed during the Reverse Auction process.

F20. The Tenderer agrees that his offer in response to the ITT may be accepted by the Authority if it is lower than bids received in the Reverse Auction and that any resulting Contract placed by the Authority either as a result of this ITT or the Reverse Auction will be subject to the accompanying terms and conditions which are detailed in Schedule 2 Annex D.

Purchase to Payment

F21. The MOD intends to migrate its purchasing activity to electronic purchasing using the Defence Electronic Commerce Service (DECS). Tenderers should note that conditions DEFCON5J, DEFCON129J, DEFCON522J/DEFCON522JA and narrative condition titled Compliance with Electronic Transaction Agreement - DEFFORM 30 have been included within this ITT for this

purpose. Tenderers should note that acceptance of these additional conditions and the ability/willingness to trade electronically will be considered as when evaluating tenders. All tenderers should state in their tender response(s) that they are able or willing to trade via P2P. This will be regarded as a compliance issue when tender responses are evaluated. If not already connected to DECS, tenderers should consult on connectivity options with the service provider Capgemini. Information on DECS and P2P may be viewed at www.d2btrade.com. It should be noted that initial orders may be placed manually if the Contractor is not already P2P registered, and the contract conditions will be amended to include DEFCON 5 (Edn 07/99) in these circumstances.

Tenderers should note that an alternative payment mechanism of MOD Form 640 is also included in this contract as an alternative to P2P. However MOD Form 640 is the reserve method of payment on this contract where P2P cannot be utilised due to economic circumstances. In this instance for each delivery of articles properly made under the Contract, the Contractor shall submit claims for payment on MOD Form 640. The completed MOD Form 640 shall be certified as necessary and distributed as detailed within the conditions of contract. Condition 2.7 Compliance with Electronic Transactions Agreement refers.

Government Security Classifications Policy

F22. As of the 2nd April 2014 the new Government Security Classifications Policy (GSC) was introduced. A key aspect of this policy is the reduction in the number of security classifications used. This Tender and any subsequent contract that may be awarded to you as a result, is subject to protection under GSC. You are therefore encouraged to make yourself aware of the changes through the Gov.uk GSC website.

F23. The Authority hereby reserves the right to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by national law or government policy. Where this ITT is accompanied by any instructions on safeguarding classified information (e.g. a security aspects letter), the Authority reserves the right to amend the terms of these instructions as a result of any changes in national law or government policy whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies, or otherwise. This may relate to the instructions on safeguarding classified information as they apply to the tender process and / or any contract awarded to you as a result of this tender process.

ITT Documents

F24. The Contents page of the ITT documentation contains a list of the documents issued in support of this ITT. Tenderers will inform the Commercial Manager within 7 business days of any omissions.

F25. Copyright in all documents is the property of MOD. Permission is granted to Tenderers to copy any documents issued in support of this ITT for the purposes only of defining proposals in response to this ITT.

Communication

F26. The point of contact for all commercial enquiries relating to this requirement is:

Maggie Kavanagh
Senior Commercial Manager
MoD Commercial
Logistic Services
Defence Equipment and Support
Building E15 Annexe
E Site, Bicester
Oxon
OX25 2LD

Tel: 01869 259344
Email: deslcls-comrcl-1a@mod.uk

F27. Tenderers are required to appoint a Bid Manager, who will be responsible for all communications with the Authority and to whom the Authority will address any enquiries. The name, address, telephone & fax numbers and an e-mail address of the Tenderer's Bid Manager are to be notified to the Commercial Manager (listed at Box 1 of the DEFFORM 111) within 7 working days from the date of issue of this ITT.

F28. All enquiries from Tenderers, which should be limited to matters of clarification of a technical, commercial or contractual nature, are to be made in writing, (e-mails are acceptable but Tenderers should check the Authority has received their enquiry by telephoning) quoting Tender MEDGS/00292 to the Commercial Manager detailed above.

F29. In the event that clarification questions are raised by the Commercial Manager during tender assessment, responses are to be provided by Tenderers in a way which can be incorporated into the tender proposal and form part of any contractual baseline.

F30. Responses to clarification questions must clearly state the reference(s) in the original proposal amended, altered or clarified by the response.

Nature of Framework Agreement

F31. It is the Authority's intention to set up a Framework Agreement with a Contractor (or Contractors) for the requirement covered by the enclosed Schedule of Requirements, For the purposes of this Framework Agreement the identity of the Authority shall be taken to mean all units and establishments of the Ministry of Defence.

F32. The Framework Agreement, against which Demanding Authorities may subsequently demand specific quantities will comprise (when completed)

- i. The Statement of Requirements (Schedule 1)
- ii. The Terms and Conditions (Schedule 2) - prepared for the purpose of but not themselves comprising a Contract.

F33. The receipt of any subsequent order will create a legally binding Contract relating only to the quantities and the requirement stipulated in the particular order and shall be subject to the terms and conditions of Contract as detailed in Schedule 2 and the Statement of Requirement.

F34. At this stage the Tenderer is required to comply with and sign this DEFFORM 47 Schedule 1 and Annex C to DEFFORM 47.

Price and Delivery

F35. All prices shall be expressed in Pounds Sterling and should be Delivery Duty paid whereby the contractor bears all the costs associated with transportation of the goods to the named destination, normally to stores at Bicester or Donnington. The Authority takes delivery of the goods in accordance with the contract. There is an element of Direct Supply for a limited number of batteries within this tender. These are clearly annotated on Annex A in Schedule 1 – Statement of Requirement (SToR). These items will be ordered via 'electronic catalogue' on P2P by listed demanders and will be delivered directly to the address provided on the order.

F36. All prices quoted in Annex A to Schedule 1 must be FIRM (i.e. not subject to variation). Tenderers must offer individual prices for each product.

F37. The Tenderer's delivery offer must be one to which he can adhere. The Tenderer must provide details of any holiday periods, etc. during which deliveries will not take place, and should provide this information on Annex A to Schedule 1, as requested.

F38. The Tenderer should note the provisions of General Condition of Contract DEFCON 632 (Edn 08/12) – Third Party Intellectual Property Rights and must provide details with his tender of any amount included in his price to cover the provision of the Indemnities required by the Contractor.

Contract Review Meetings

F39. The Authority expects to hold regular review meetings during the period of the contract. These meetings would be expected to be held quarterly. It would be expected that the majority of these meetings will take place in Abbey Wood or Bicester, and the Tenderer should allow for this in his costings.

Quality Assurance - Place of Manufacture

F40. Tenderers are requested to note the requirement of this DEFFORM 47 to provide full details (Contractor's name, address, etc) of the Place of Manufacture of the Articles and/or material to be supplied under any Contract resulting from this Invitation to Tender.

F41. Tenderers are also requested to note that should they be awarded any Contract resulting from this Invitation to Tender, that it will be their responsibility to ensure that the quality management arrangements meet the requirements specified in the Contract.

F42. No change shall subsequently be allowed to any nominated place of manufacture nor any Quality Plan agreed prior to Contract placement, without the prior approval of the Technical Manager.

F43. Following the receipt of the Tenderer's offer, the Authority reserves the right to conduct a Pre-Contract Award Evaluation (PCAЕ) at the Tenderer's premises and at his Sub-Contractors premises (if applicable). It involves a visit by representatives of the Authority to the Tender's premises to confirm, inter alia, the Tenderer's familiarity with the requirement, and his capacity in terms of resources, facilities, expertise, and quality control, (including that relating to subcontractors). Should the Authority decide to conduct a PCAЕ at least 1 week's notice will be given to the Tenderer along with details of the Authority's team, The PCAЕ programme and areas of particular concern or interest. Failure of the Tenderer to allow access for a PCAЕ, if required, will result in his tender being declared non compliant.

Minimum Age

F44. No person under the age of 14, or the legal minimum, if higher, shall be employed or otherwise used by the Contractor in any way to meet the requirements of the Contract. In addition a Clause similar to this must be included in all sub-contracts relating to the Contract. The Contractor should take all reasonable steps to ensure that his sub-Contractors comply with this condition

Sustainable Procurement

F45. The Authority is committed to achieving sustainable procurement goals through educating the supply chain, developing performance measures and sharing best practice. The Authority hopes successful Tenderers will show commitment in this way; the Authority will discuss sustainable procurement further with the successful Tenderer during the performance of any resultant Framework Agreement. If requested by the Authority, the Tenderer shall provide an outline of its plan for the social, economic and environmental requirements of the specification necessary for the performance of the Framework Agreement. The Authority also demands that the Contractor(s) will abide by the Government Buying Standards (GBS) throughout the duration of this agreement and will ensure compliance as the GBS are revised and updated.

F46. Tenderers are advised that information regarding GBS can be found at the following address:
<http://sd.defra.gov.uk/>

F47. Tenderers are required to express their willingness to work with the Authority to reduce the through-life cost, resources, and the adverse impact that the provision of products can have on the environment and society over the life of the contract and that they are committed to working to any future Government Buying Standards that may arise.

Sustainable Procurement Plan

F48. If requested by the Authority, the Tenderer shall provide an outline of its plan for the social, economic, and environmental requirements of the specification necessary for the performance of the contract.

Small and Medium-Sized Enterprises

F49. The Tenderer must state whether they are a Small and Medium-Sized Enterprise (SME). For the purpose of this Tender a SME is defined as follows:

F50. A company with less than 250 employees.

F51. Both UK and foreign Companies with less than 250 employees should be included, provided that some or all of the work will be carried out in the UK.

F52. The following should be excluded from SME status:

- i. Divisions or subsidiaries of larger organisations (e.g. divisions of BAE Systems, Thales etc.) where that larger organisation has more than 250 employees.
- ii. Joint Ventures and Special Purpose Vehicles.
- iii. Companies procuring goods or services from overseas suppliers where there is no work being carried out in the UK.
- iv. Companies that are clearly only acting as Agents for products and services that are not produced in the UK.

Please indicate, by ticking the appropriate box, whether or not you are a Small Medium Enterprise (SME) as defined above.	Yes	No
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F53. To assist Defence Bills Agency in setting up Contractor payment details UK Tenderer's shall provide details of their Contractor's Registration No. as registered at Companies House. Overseas companies must also provide these details if they are registered for payment of VAT in the UK, otherwise they should provide their bank details for payment purposes.

Please supply UK Company House Registration Number (if applicable)	
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Ministry of Defence

Tender Ref No. MEDGS/00292

Tender Submission Document (Offer)

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

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

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to Registered Designs or Patents?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions?			Yes* / No	
Are the Contractor Deliverables subject to Overseas Expenditure?			Yes* / No	
Have you complied with all regulations relating to the operation of the collection of custom import duties?			Yes / No	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?			Yes / No	
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A).			Yes / No	

If you have not already signed a corporate level DEFFORM 30 have you attached one?	Yes / No
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
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ol style="list-style-type: none"> the offered price has not been divulged to any Third Party, no arrangement has been made with any Third Party that they should refrain from tendering, no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, no discussion with any Third Party has taken place concerning the details of either's proposed price, and no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.</p>	
Dated this..... day of Year	
Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number:

Information on Mandatory Declarations

Part Tender

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

Minimum Order Quantities

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

Notification of Inventions etc.

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

4. You must clearly state in your Tender any Contractor Deliverable to be produced under any resultant contract that is, or is likely to be, the subject of a Patent, a Registered Design right or an application for either, or an unregistered design right, owned by either yourself or a Third Party. This includes anything of this nature affecting the performance of any resultant contract or subsequent use of any Contractor Deliverable by the Authority. You must specifically draw attention to:

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

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

6. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

Notification of Foreign Export Control Restrictions

7. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:

- a. Whether all or part of any Contractor Deliverables are or will be subject to:
 - (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

b. If requested, a summary of every existing, expected or known licence and restriction referred to in paragraph 7.a. This includes any related obligation or restriction and the extent they place an obligation or restriction on the Authority, including:

- (1) the exporting nation and the export licence number, where known;
- (2) the Contractor Deliverables affected;
- (3) the nature of the restriction and obligation;
- (4) the authorised end use and end users;
- (5) any specific restrictions on access by Third Parties, or by individuals based on their nationality, to the Contractor Deliverables; and
- (6) any specific restrictions on re-transfer or re-export to Third Parties of the Contractor Deliverables or anything delivered or used in the performance or fulfilment of them.

c. If requested, you must provide an outline of your mitigation plan to manage performance risks on any resultant contract based on paragraph 7.a.

8. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraphs 7.a and 7.b. If you are unable to obtain adequate information, you must state this in your Tender when responding to paragraph 7.a and 7.b.

9. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately.

10. If you have previously provided information under paragraph 7 you can provide details of the previous notification and confirm the validity.

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

12. It is the Winning Tenderer(s) responsibility to ensure they comply with any restrictions stated in paragraph 7 during the life of the contract. This includes any restrictions the Authority has explicitly stated / clarified in any ITT documentation.

13. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 7.

Overseas Expenditure

14. You must provide details in your Tender of any expenditure outside the UK, including:

- a. country in which sub-contract is placed / to be placed;
- b. name, division and full postal address of sub-contractor;
- c. value of sub-contract; and
- d. date sub-contract placed / to be placed.

15. Should you propose the supply of Articles of US origin the export of which from the USA are subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details in your Tender. This will allow the Authority to make a decision whether the export can or cannot be made under the auspices of the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

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

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

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

Sub-contracts Form 1686

19. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of either Reportable OFFICIAL or OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework – Contractual Process](#) chapter. You can access a word version of Form 1686 on GOV.UK at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/322603/Contractual_Process_-_Appendix_5_form.doc.

Small and Medium Enterprises

20. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its aspiration is that 25% of spend, direct and through the supply chain, should go to SMEs by 2015. The MOD uses the EU definition of an SME.

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

22. Suppliers are also encouraged to work with the Authority to support the wider SME initiative. The link below to the Cabinet Office website provides information on the Government's Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative. <https://www.gov.uk/government/policies/buying-and-managing-government-goods-and-services-more-efficiently-and-effectively/supporting-pages/making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>.

23. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

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

Transparency, Freedom of Information and Environmental Information Regulations

24. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 (<https://www.gov.uk/government/policies/improving-the-transparency-and-accountability-of-government-and-its-services>) and the information contained within DEFCON 539 Conditions of Contract.

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

26. You should complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A) explaining which parts of your Tender you consider are commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.

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

Electronic Purchasing

28. Tenderers must note that use of the Authority's Purchase to Payment (P2P) system is a mandatory requirement for this contract. You can view information on the P2P system and the methods to connect at www.d2btrade.com. Please feel free to consult the service provider on connectivity options. The Winning Tenderer will be required to sign DEFFORM 30 (Electronic Transaction Agreements) at a corporate level - if you have not done so before - and unconditionally accept DEFCON 5J (Unique Identifiers), DEFCON 129J (The Use of Electronic Business Delivery Form); and DEFCON 522J (Payment under P2P). A failure to do so will result in your Tender being non-compliant.

Change of Circumstances

29. Where circumstances have changed with regard to a Statement Relating to Good Standing or you have not previously submitted a Statement Relating to Good Standing select 'Yes' and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

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

Reservist and other Supplier Support to the Armed Forces

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

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

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

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

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

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

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

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

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

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

Email address: covenant-mailbox@mod.uk
Address: Armed Forces Covenant Team
Zone D, 6th Floor, Ministry of Defence,
Main Building, Whitehall, London, SW1A 2HB

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

39. Paragraphs 31 – 38 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support and we are committed to working with you to this end.

Military Aviation Authority (MAA) Requirements

40. It is considered that there are MAA Requirements.

Bank or Parent Company Guarantee

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