

**Invitation to Tender  
for  
IRM16/1246**

**Programmed Repair and Refurbishment of Fire  
Fighting Equipment for Various Platforms.**

## Contents

This invitation consists of the following documentation:

- DEFFORM 47ST – Invitation To Tender.

The DEFFORM 47ST is the document that sets out the key requirements that you need to 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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## Section A – Introduction

### DEFFORM 47 Definitions

A1. “The Authority” – This requirement is issued on behalf of the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter referred to as "the Authority". In this Agreement, the Authority is acting as part of the Crown and Babcock DSG Limited will be conducting procurement and contract management activity as the Authority’s agent.

A2. “Tenderer” means the economic operator or group of operators in the form of a consortium , including sub-contractors, who have been invited to submit a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.

A3. “Invitation to Tender” (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response or negotiation.

A4. “Schedule of Requirements” (Schedule 2 SC3) 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.

A5. “Single Source” means a situation where the Authority has invited a response from only one Tenderer.

A6. A “Tender” is the offer that you are making to the Authority.

A7. “Contractor Deliverables” means the goods and / or the services, including packaging (and Certificates(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) and any associated technical data which the contractor is required to provide under any resultant contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.

A8. The “Statement of Requirement” – Schedule 2, details the technical requirements and acceptance criteria to this DEFFORM 47ST. This may include the Systems Requirements Document (SRD).

A9. “Conditions of Tendering” means the conditions set out in the DEFFORM 47ST that govern the procurement.

A10. “Contract Conditions” means the attached conditions that will govern any resultant contract.

A11. A “Third Party” is anyone who is not an employee of the Authority or Tenderer as defined at paragraph A2.

A12. “Voluntary Transparency Notice” / “Voluntary Ex Ante Transparency Notice” means a mandatory notice used to announce a procurement decision that the Authority intends to place a non-competitive contract under OJEU procedures. This also appears in the DCO as a “Voluntary Transparency Notice”. This allows industry to challenge the decision not to compete.

### Purpose

A13. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority’s requirement. This documentation explains and sets out the:

- a. Tender process and timetable for the next stages of the procurement;
- b. instructions and conditions that govern this invitation;
- c. information you must include in your Tender and the required format;
- d. administrative arrangements for the receipt and review of your Tender; and
- e. Contract Conditions that shall apply in the event that the Authority awards a contract following this invitation.

A14. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A15. The decision to conduct single source procurement for this requirement was advertised by the Authority by publishing a Voluntary Ex Ante Transparency Notice (VEAT) in the OJEU and / or a Voluntary Transparency Notice in the DCO dated 28<sup>th</sup> November 2017, under the [Insert Public Contracts Regulations 2015 / Concession Contracts Regulations 2016 or Defence and Security Public Contracts Regulations 2011.

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

A16. 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 whilst in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A16.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 Authority immediately if you decide not to submit a Tender;
- g. 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
- 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'.

A17. 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 A16 above.

### **Material Change of Control**

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

### **Contract Conditions**

A19. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the [Acquisition Operating Framework \(AOF\)](#).

## 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	22 <sup>nd</sup> January 2018	Tenderer	Caroline Dunn Commercial Officer
Final Date for Requests for Extension to return date	20 <sup>th</sup> January 2018	Tenderer	Caroline Dunn Commercial Officer
The Authority issues Final Answers and Clarifications	25 <sup>th</sup> January 2018	The Authority	Tenderer
Tender Return	31 <sup>st</sup> January 2018 at 14.00	Tenderer	Caroline Dunn Commercial Officer
Value For Money (VFM) Assessment in accordance with NAPNOC – see Section D of this DEFFORM 47ST	1 <sup>st</sup> February 2018	The Authority	N/A
The following are indicative timescales for planning purposes only			
Revise Or Confirm Offer (ROCO)	8 <sup>th</sup> February 2018	The Authority	N/A
Start of Negotiation	12 <sup>th</sup> February 2018	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  
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 / open for acceptance for **90** 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:

- a. to new contracts with a value of £5M (ex VAT) or above;
- b. to 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 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.

C10. The DRA requires a primary 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 to the contract and reasonable in the circumstances. The MOD is obliged to ensure that you meet the criteria and at any time may require you 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.

C11. 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.

C12. The DRA also sets out the criteria for determining when a contract is a Qualifying Sub-Contract (QSC) to which the DRA and SSCR will apply. Any single source sub-contract in excess of £25M, 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 to determine whether any planned sub-contract is a QSC. The Tenderer must keep a record of any determinations and notify both the Secretary of State for Defence and the sub-contractor in writing when a sub-contract is determined to be QSC.

The [MOD Commercial Toolkit](#) provides further information about the new single source legal framework.

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

- When placing any contract the Authority is required to satisfy itself 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 (No Acceptable Price, No Contract). We will not enter into any contract that is unacceptably priced. Details can be found on [MOD Commercial Toolkit](#).
- Price breakdown requirements for a non-qualifying contract** - The contract is not expected to be a QDC. The contract is therefore not subject to the provisions of the DRA/SSCR 2014. It is your responsibility to decide the level of information you need to provide to the Authority in support of your price proposal and subsequent price negotiation, to enable the Authority to fulfil its obligation to assure VFM and sign the contract. The following table shows the Authority's suggestion of the minimum level of information you must provide.

<b>For a non-qualifying contract, as a minimum your Offer should detail the following:</b>	
<b>Hours / Days</b>	The number of hours / days it takes to complete the requirement.
<b>Hourly / Day Rates</b>	The rate used. Where available these should be agreed CAAS (Cost Assurance and Analysis Services) rates and Grades.
<b>Materials</b>	The cost of any raw materials. Please provide a copy of any quotes or invoices with your Tender.
<b>Significant Sub-contractor Costs, e.g. &gt;£50k</b>	The cost of bought in facilities, services and / or parts. Please provide a copy of the sub-contractor quotation / invoice with your Tender. You are encouraged to run a competition at sub-contractor level and advertise opportunities in the MOD Defence Contracts Bulletin, where appropriate.
<b>Other costs</b>	List any rates used to recover overhead costs not otherwise recovered through the activity-based hourly and daily rates stated above. These rates are usually recovered by the application of a percentage uplift to a base cost (e.g. Material Handling is often recovered as a percentage uplift applied to material costs). Where you have an agreed QMAC (Questionnaire on the Method and Allocation of Costs) you must quote the reference. Where you do not have an agreed QMAC please include a list of what is included in the overhead rate(s). Provide a sub-total that the overhead will apply to.
<b>Profit Rate</b>	State the Profit Rate you are proposing to apply to the contract costs.
<b>Risk / Opportunities</b>	State whether you have included any contingency for risks and the details on how this has been calculated. State any opportunities that you foresee, for example, exchange rate movement.
<b>T&amp;S</b>	When including Travel and Subsistence you must include details of the assumptions you have made about travel and the rates used. Claims for T&S should be in line with the Civil Service Code which states civil servants must ensure "public money and other resources are used efficiently", for example, travel should be the most economic option available.
<b>Assumptions</b>	State any assumptions made about your proposal, such as the process, when decisions will be made etc.

<b>Exclusions</b>	State any matters that are excluded which, if they subsequently occur, you would expect the MOD to share cost liability.
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<b>Mandatory Criteria</b>	
Full completion of the table in DEFFORM 47ST Annex A (Offer) (See section F, paragraph 19)	Pass/Fail
DEFFORM 528 – Import and Export Controls (or detail if does not apply and why)	Pass/Fail
DEFFORM 539A – Commercially Sensitive Information	Pass/Fail
DEFFORM 815 – Contract Pricing Statement	Pass/Fail
Annex B – Commercial Compliance Checklist	Pass/Fail
Minimum Technical Requirements met	Pass/Fail
Completed DEFCON Commercial Compliance matrix DEFFORM 47ST Annex B	Pass/Fail
<b>Statement Of Good Standing –to be completed and returned</b>	Pass/Fail
<b>Annex A to Schedule 2: Firm Pricing</b>	

Failure to meet the Mandatory Criteria will result in the Authority being unable to award a contract.

**Note** that for a non-qualifying contract (i.e. a contract that is **not** a QDC subject to DRA/SSCR) it is the Authority's policy that a DEFFORM 815 - Contract Pricing Statement should be completed by you on or around contract signature. It is the Authority's preference that you submit a draft DEFFORM 815 with your price proposal. Instructions on completion of the DEFFORM 815 are available on the commercial toolkit.

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

### **Submission of your Tender**

E1. You must send your Tender to the Commercial Officer stated in the covering letter to this DEFFORM 47ST.

E2. You must provide one copy each of your Tender on Paper and Disc. The electronic copies of the Tenders must be compatible with Microsoft Office Word 2010 and other MS Office 2010 applications. If you password protect or encrypt any information on CDs containing prices, you must supply the password/use compatible encryption methods so that the Authority can undertake a pricing evaluation.

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

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

## 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. Any expenditure, work or effort undertaken by you prior to an offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. In addition to its legal rights in relation to qualifying contracts under the Defence Reform Act 2014 the Authority reserves the right to:

- a. seek clarification or additional documents in respect of your submission;
- b. visit your site;
- c. not enter into a contract if you are found guilty of serious misrepresentation in relation to your Tender or the Tender process;
- d. re-assess your suitability. For example, where there is a material change of control from supplier selection;
- e. reject / negotiate your Tender or part of your Tender;
- f. withdraw this ITT at any time, or invite other Tenders on the same or any alternative basis;
- g. choose not to award any contract as a result of the current procurement process;
- h. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, either accepting your offer via DEFFORM 159 or by issuing an offer via DEFFORM 8 and you accept via a DEFFORM 10. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C4.

### Conforming to the Law

F3. You must comply with the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

F4. 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

F5. You must report any, 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

F6. You must notify the Authority immediately of any new Conflicts of Interest (COI) that have arisen or that arise at any point prior to the contract award decision.

F7. 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 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**

F9. 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.

F10. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.

F11. 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**

F12. 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.

F13. 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. The information will not be disclosed outside Government. You must identify any sensitive material in the DEFFORM 539A (or SC1B Schedule 4, SC2 Schedule 9, or SC3 Schedule 6) and consent to these terms as part of the tendering process. This allows the MoD to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F14. 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 Commercially Sensitive Information in accordance with the provisions of this ITT/ITN) to any third party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information you consent to such disclosure.

## **Remedies for Actionable Contraventions Under the Defence Reform Act 2014**

F15. 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 2015. 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**

F16. 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 attach the relevant information.

F17. 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.

F18. 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.

**Tender Ref No. IRM16/1246**

**Ministry of Defence  
Tender Submission Document (Offer)**

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

The undersigned Tenderer, having read the ITT Documentation, offers to supply the Contractor Deliverables at the stated price(s), in accordance with any referenced drawings and / or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Conditions or any amendments issued by the Authority 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 Prime:</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 IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is yes, please complete and attach DEFFORM 528			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 Commercially Sensitive Information Form)?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed, have you attached a revised version?	Yes / No / N/A
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) No 1005/2009 (as amended by <a href="#">EC 744/2010</a> ) of the European Parliament and of the Council.	Yes* / No
Have you attached The Bank / Parent Company Guarantee?	Yes* / No / Not Required
Have you completed, or are you working towards Cyber Essentials accreditation or equivalent and will have it in place by the Commencement Date of the Contract.	Yes*/No
If applicable are you working with your proposed supply chain to ensure where relevant they achieve Cyber Essentials accreditation or equivalent prior to the commencement date of each sub contract.	Yes*/No/N/A
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the Project Specific Declarations?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1.	
<b>Tenderer's Declaration</b>	
We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.	
Dated this ..... day of ..... Year .....	
<b>Signature:</b>  (Must be original)	<b>In the capacity of</b> ..... (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. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by private venture, foreign investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding).

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

a. any restriction on the provision of information to the Authority, any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application of 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, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

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

### Notification of Foreign Export Control Restrictions

7. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for a 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 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. European Union (EU) 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 EU, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.

15. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty's Revenue & 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 with a contractor where the release of OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework – Contractual Process](#) .

## **Small and Medium Enterprises**

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

18. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their 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. Information on the Authority's purchasing arrangements, commercial policy priorities and SME policy can be found at [Gov.UK](#).

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

BiP Solutions Ltd

Web address: [www.contracts.mod.uk](http://www.contracts.mod.uk)

Tel No: 0845 270 7099

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

21. You should be aware that the contents of any resultant Contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 ([Government Transparency and Accountability](#)) and the information contained within DEFCON 539

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

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

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

## **Change of Circumstances**

25. If you have not previously submitted a Statement Relating to Good Standing or circumstances have changed please select 'yes' and submit a Statement Relating to Good Standing with your Tender.

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

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

## **Military Aviation Authority (MAA)**

27. There are no Military Aviation Authority (MAA) Requirements.

## **Bank or Parent Company Guarantee**

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

## **Cyber Essentials Accreditation**

29. For all new requirements advertised from 1<sup>st</sup> January 2016 which entail the transfer of MOD identifiable information<sup>1</sup> from customer to supplier or the generation of information by a supplier

specifically in support of the MOD contract, MOD will require suppliers to have a Cyber Essentials certificate by the contract start date at the latest, and for it to be renewed annually. This requirement must be flowed down the supply chain.

30. Please confirm in your tender that your organisation and all members of your supply chain and Group of Economic Operators (where applicable), comply with the following criteria:

- a. Your organisation currently has a current and valid Cyber Essentials certificate, which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the last 12 months.
- b. Your organisation does not currently have a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies BUT you are working towards gaining it, and will be in a position to confirm that you have been awarded a current and valid Cyber Essentials certificate by one of the government approved accreditation bodies by the Commencement Date of the Contract.
- c. Your organisation does not have a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies, but you can demonstrate (or will be able to demonstrate by the Commencement Date of the Contract) that your organisation meets the technical requirements prescribed by the [Cyber Essentials Scheme](#).

**and** that you can provide evidence of verification by a technically competent and independent third party (which has taken place within the last 12 months) that your organisation demonstrates current compliance with Cyber Essentials technical requirements.

31. If applicable please confirm you are working with your proposed supply chain to ensure where appropriate that they either have a Cyber Essentials certificate, are working towards obtaining one or that they can demonstrate and provide evidence that they have the technical requirements prescribed by the Cyber Essentials Scheme as detailed in the Cyber Aware link above, and that you will have this in place by the Commencement Date of each of your supplier Contracts. Please notify the Authority as soon as you become aware of any issues with Supply Chain ability to comply with Cyber Essentials.

### **The Armed Forces Covenant**

32. [The Armed Forces Covenant](#) is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the Armed Forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

33. The Covenant's two principles are that:

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

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

34. The Armed Forces Covenant on the various ways you can demonstrate your support through the Corporate Covenant.

35. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert

you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: [covenant-mailbox@mod.uk](mailto:covenant-mailbox@mod.uk)

Address: Armed Forces Covenant Team  
Zone D, 6th Floor, Ministry Of Defence  
Main Building, Whitehall, London, SW1A 2HB

36. Paragraphs 35 – 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 review, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

**DEFFORM 47 Annex B**

**Commercial Compliance Matrix     IRM16/1246**

The Tenderer shall indicate their compliance or otherwise with the terms of the ITT and the Terms and Conditions of the Draft Contract by completing the Compliance Statement below. Any proposed changes and the reasons for them must be clearly stated when completing the Compliance Statement, which you are required to return as part of your tender response:

CONDITIONS, DEFCONS & SPECIAL CONDITIONS - The Authority SHALL consider any non-compliance of the conditions listed below as a Commercially Non-Compliant bid.	
Condition	State "Yes "if Compliant
A – General Contract Provisions	
Interpretation	
Amendments to Contract	
Variation to Specification	
Precedence	
Severability	
Assignment of Contract	
Waiver	
Third Party Rights	
Governing Law	
Entire Agreement	
Disclosure of Information	
Publicity and Communications with the Media	
Protection of Personal Data	
Transparency	
Equality	
Child Labour and Employment Law	
Subcontracting	
Change of Control of Contractor	
Termination for Insolvency or Corrupt Gifts	
Consequences of Termination	
Dispute Resolution	
Termination for Convenience	
Contractor's Records	
Duration of Contract	
Contractor's Warranties	
B – The Contractor Deliverables	
The Supply of Contractor Deliverables and Quality Assurance	
Environmental Requirements	

Disruption	
C - Price	
Contract Price	
D – Intellectual Property	
Third Party Intellectual Property – Rights and Restrictions	
E – Facilities and Assets	
Access to Contractor’s Premises	
F - Delivery	
Authority’s Remedies for Breach of Contract	
G – Payment and Receipts	
Payment – <b>refer to L16 for payment procedure</b>	
Value Added Tax	
Debt Factoring	
H – Contract Administration	
Progress Monitoring, Meeting and Reports	
Authority Representatives	
Notices	
J – Project Specific DEFCONS	
DEFCON 23 (SC3) (Edn 12/14) – Special Jigs, Tooling and Test Equipment	
DEFCON 601 (SC) (Edn 03/15) – Redundant Materiel	
DEFCON 611 (SC3) (Edn 02/16) – Issued Property	
DEFCON 630 (SC) (Edn 03/15) – Framework Agreements	
DEFCON 637 SC (Edn 03/15) Defect Investigation and Liability	
DEFCON 694 (SC3) (Edn 03/16) – Accounting for the Property of the Authority	
K – Special Conditions	
K1. Certificate of Conformity	
K2. Marking of Contractor Deliverables	
K3. Supply of Hazardous Materials or Substances in Contractor Deliverables	
K4. Timber and Wood-Derived Products	
K5. Rejection	
K6. Delivery / Collection	
K7. Self to Self-Delivery	
K8. Acceptance	

K9. Packaging and Labelling (Excluding Contractor Deliverables Containing Munitions)	
K10. Overseas Expenditure	
K11. Import Licence	
K12. Export Licence	
K13. Key Performance Indicators and Performance Management	
K14. Diversion Orders	
K15. Copyright	
K16. Limitation of Contractors Liability	Not Applicable in this instance
L - Processes	
L1. Scope of Contract	
L2. Authority To Work	
L3. Quality / Specification	
L4. Duration	
L5. Responsibility of the Contractor	
L6. Pricing	
L7. Deficiencies and Damages in Articles Issued For Remanufacture	
L8. Notification of Discontinuation of Products	
L9. Contractor Deliverables Considered Beyond Economical Repair	
L10. Disposal of Redundant Parts, Materials etc	
L11. Warranty	
L12. Turnaround Time	
L13. Remedies in the Event of Failure to Achieve Repair Turnaround Times	
L14. Delivery Instructions	
L15. Non-Conforming Deliveries	
L16. Payment and Invoicing Procedure	
L17. Surge	
L18. Contract Novation	
Schedules that Apply this Contract	
Schedule 1 Definitions of Contract	
Schedule 2 Schedule of Requirements	
Annex A to Schedule 2: Pricing	
Schedule 3 Contract Data Sheet	
Annex A to Schedule 3: DEFFORM 111	
Schedule 4 Contract Change Process	
Schedule 5 Statement of Work for Repair	
Schedule 6 Tenderers Contractors Commercially Sensitive Information Form	
Schedule 7 Export Licence (i.a.w. Clause A17.g)	
Schedule 8 Acceptance Procedure	

Schedule 9 Hazardous Articles, Materials or Substances Supplied under the Contract	
Schedule 10 Timber and Wood Derived Products	
Schedule 11 Purchase Order Template	
Schedule 12 Discrepancy Report	
Schedule 13 Strip and Survey Report	
Schedule 14 On-Site Maintenance Form	
Schedule 15 BER Form	
Schedule 16 Contract Status Report	
Schedule 17 Contract Novation Agreement	
<b>CONDITIONS - The Authority MAY consider any non-compliance of the conditions listed below as a Commercially Non-Compliant bid. Please add comments if non-compliant</b>	
K13. Key Performance Indicators	
<b>DEFFORMS and Documents</b>	<b>Tick to indicate completion/inclusion</b>
DEFFORM 47(Annex A)	
DEFFORM 539A (Edn 08/13) - Commercially Sensitive Information Form – (Schedule 6 of contract conditions)	
Commercial Compliance Matrix – (DEFFORM 47 Annex B)	
DEFFORM 528 Import and Export Information	

**\*Where the document refers to the Authority this shall represent Babcock DSG who are acting as the Procurement Agent on behalf of the Authority.**