



Def Comrcl-HO Head

Ministry of Defence

Main Building White Hall

London

SW1A 2HB

Email: No Email provided as all correspondence must be via the DSP

All Tenderers

Your Reference:

Our Reference: 702705451

Date: 19th December 2022

FAO

Dear Sir/Madam,

Invitation To: Negotiate Reference Number: 702705451- Provision of Career Transition Partnership Services ("**CTP**")

1. You are invited to tender for the CTP competition in accordance with the attached documentation.
2. The requirement is for CTP.
3. The anticipated date for the contract award decision is September 2023. Please note that this is an indicative date and may change and is subject to MOD and Cabinet Office approvals of Final Business Case.
4. You must submit your Tender to the Defence Sourcing Portal by 23:59 on 9th February 2023 (GMT).

Yours faithfully

Commercial Head

Invitation to Negotiate for Career Transition Partnership (CTP)

Terms and Conditions

DEFFORM 47

Contents

This Invitation to Tender sets out the requirements that Tenderers must meet to submit a valid Tender. It also contains the draft Contract, further related documents and forms and sets out the Authority's position with respect to the competition.

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Negotiate. The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
 - Section A – Introduction Page 3
 - Section B – Key Tendering Activities Page 8
 - Section C – Instructions on Preparing Tenders Page 10
 - Section D – Tender Evaluation Page 11
 - Section E – Instructions for Submitting Tenders Page 12
 - Section F – Conditions of Tendering Page 14
 - DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1
 - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
- Contract Documents (as per the contents table in the Terms and Conditions)
- DEFFORM 111 – Appendix to Contract - Addresses and Other Information
- Any other relevant documentation, including the following, which will be available to Tenderers on the DSP to download:
 - Contract: Front End Terms and Schedules, including Schedule 2 (Services Description)
 - ISO or equivalent standards in Schedule 4 (Standards) and JSP 534. Link to JSP 534 is: <https://www.gov.uk/government/publications/tri-service-resettlement-manual-jsp-534>.
 - Pricing Schedule
 - Tender Technical Evaluation Matrix
 - REDACTED
 - Contract Management Plan (attached to Evaluation Question CM04)
 - Social Value Model
 - REDADCTED
 - REDADCTED
 - Cyber Implementation Plan
 - REDACTED
 - Insurance Table

Section A – Introduction

DEFFORM 47 Definitions

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

- A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.
- A2. “Compliance Regime” is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.
- A3. “Conditions of Tendering” means the conditions set out in this DEFFORM 47 that govern the competition.
- A4. A “Consortium Arrangement” means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.
- A5. “Contract” means a Contract, any Schedules, Annexes and Appendices, entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.
- A7. “Contractor Deliverables” means the works, goods and/or the services supplied, which the Contractor is required to provide under the Contract.
- A8. “Cyber Security Model” has the meaning defined in Schedule 1 (Definitions) and Schedule 31 (Processing Personal Data).
- A9. “Defence Sourcing Portal” means the electronic platform in which Tenders are submitted to the Authority.
- A10. “Government Furnished Information” means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.
- A11. “ITT Documentation” means this ITT and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this ITT.
- A12. “ITT Material” means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.
- A13. “Schedule 2 (Services Description)” means that part of the Contract which identifies, either directly or by reference, the technical requirements and Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.
- A14. A “Sub-contractor” means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.
- A15. A “Sub-contracting Arrangement” means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-contractors to the lead economic operator.
- A16. A “Tender” is the offer that you are making to the Authority.
- A17. “Tenderer” means the economic operator submitting a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.
- A18. A “Third Party” is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

Purpose

A19. The purpose of this ITT is to invite you to submit a Tender, in accordance with the instructions set out in this ITT, to propose a solution and best price to meet the Authority's requirement. This documentation explains and sets out the:

- a. timetable for the next stages of the procurement;
- b. instructions, conditions and processes that govern this competition;
- c. information you must include in your Tender and, where appropriate, the required format;
- d. administrative arrangements for the receipt and evaluation of Tenders;
- e. criteria and methodology for the evaluation of Tenders; and
- f. an iterated form of the Model Services Contract.

A20. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A21. This Requirement was advertised by the Authority on the DSP on the 8th September 2022 Reference -296849/1073669 under the reference 702705451 Career Transition Partnership.

A22. This procurement is subject to the Defence and Security Public Contracts Regulations 2011.

A23. This ITT has been issued to Tenderers chosen during the Supplier selection (PQQ) stage under the Competitive Negotiated Procedure.

A24. Potential Tenderers can be found on the Contract Bidders Notice.

A25. Funding has been approved for this contract subject to approval of Final Business Case by the Authority and Cabinet Office.

ITT Documentation and ITT Material

A26. 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 purpose of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under subparagraph A27.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues, for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer via the DSP messaging facility if you decide not to submit a Tender;
- g. immediately confirm destruction of (or in the case of software, that it is beyond use) all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are

in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A27. 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 A27 above.

Tender Expenses

A28. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

Consortia and Sub-contracting Arrangements

A29. The Authority requires all Tenderers to identify whether:

- a. any Consortium Arrangement will apply in the case of their Tender and if yes, specify the Consortium Arrangement, the legal vehicle/entity proposed and how the work is to be shared between consortia members.
- b. Sub-contracting Arrangements will apply in the case of their Tender and how the work is to be shared between you as Prospective Provider and Sub-contractors.

Material Change of Control

A30. You must inform the Authority in writing as soon as you become aware of:

- a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;
- b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-contracting Arrangement member; or
- c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-contracting Arrangement; and
- d. any material changes to the composition of the Consortium Arrangement or Sub-contracting Arrangement, including:
 - i. the form of legal arrangement by which the Consortium Arrangement or Sub-contracting Arrangement will be structured;
 - ii. the identity of Consortium Arrangement or Sub-contracting Arrangement;
 - iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-contracting Arrangement; and
 - iv. any change of control of any Consortium Arrangement or Sub-contracting Arrangement.

A31. If a change described in paragraph A31 occurs, the Authority may reassess you against the PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances in order that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to proceed with the procurement.

A32. In relation to a change described in paragraph A31, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally

highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-contracting Arrangement.

A33. The Authority reserves the right, at its sole discretion, to disqualify any Tenderer who makes any material change to any aspects of its responses to the PQQ if:

- a. they fail to re-submit to the Authority the updated relevant section of their PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and, in any event, no later than 10 business days following request from the Authority; or
- b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

Contract Terms & Conditions

A34. The Contract includes all contents listed at the start of the Terms & Conditions and any additional Defence Conditions (DEFCONs) and Defence Forms (DEFFORMs) as referenced. The full text of DEFCONs and DEFFORMs are available electronically via the [Knowledge in Defence \(KiD\) website](#).

- a. Please note that the following DEFCONs have been incorporated into the Contract in their entirety:
 - i. DEFCON 5J (Edn 18/11/16) - Unique Identifiers. See Contract Clause 15
 - ii. DEFCON 76 (Edn 06/21) - Contractor's Personnel at Government Establishments. See Contract Clause 22
 - iii. DEFCON 566 (Edn 10/20) – Change of Control of Contractor. See Contract Clause 46
 - iv. DEFCON 595 (Edn 03/19) - General Purpose Automatic Test Equipment Data Requirements. See Contract Schedule 14
 - v. DEFCON 601 (Edn 04/14) - Redundant Materiel. See Contract Clause 12
 - vi. DEFCON 608 (Edn 07/21) - Access and Facilities to be provided by the Contractor. See Contract Clause 11
 - vii. DEFCON 611 (Edn 02/16) - Issued Property. See Contract Clause 13
 - viii. DEFCON 656B (Edn 08/16) - Termination for Convenience (Contracts over £5M) . See Contract Clause 42
 - ix. DEFCON 658 (Edn 10/22) – Cyber. See Contract Schedule 5
 - x. DEFCON 659A (Edn 09/21) – Security Measures. See Contract Schedule 5.
 - xi. DEFCON 660 (Edn 12/15) - Reportable Official and Official-Sensitive Security Requirements. See Contract Schedule 5
 - xii. DEFCON 671 (Edn 10/22) – Plastic Packaging Tax. See Schedule 4.
 - xiii. DEFCON 687A (Edn 06/21) - Provision of a Shared Data Environment Service. See Contract Schedule 33
 - xiv. DEFCON 687B (Edn 06/21) - Shared Data Environment System Transfer Arrangements. See Contract Schedule 33
 - xv. DEFCON 694 (Edn 07/21) - Accounting for Property of the Authority. See Contract Clause 14

Other Information

A36. **The Armed Forces Covenant**

- a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.
- b. The Covenant is based on two principles:
 - i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
 - ii. That 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 Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

- c. [The Armed Forces Covenant](#) provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.
- d. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management
Ministry of Defence
Holderness House
51-61 Clifton Street
London
EC2A 4EY

- e. Paragraph A36 a to d above is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation, contract award procedure or any resulting Contract. However, the Authority very much hopes you will decide to provide your support.

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:
Issue ITN	16 th December 2022	The Authority	Down selected Tenderers via Defence Sourcing Portal.
Date for confirmation of attendance REDACTED site Visit	REDACTED		REDACTED
Date of Site Visit REDACTED	REDACTED		REDACTED
Final date for Clarification Questions / Requests for additional information	24 th January 2022	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	31 st January 2023	The Authority	All Tenderers
Initial Proposals submitted on DSP	9 th February 2023	Tenderers	Defence Sourcing Portal
Authority reviews initial Tenders & invites Tenderers to progress to Negotiations	10 th February 2023 to 27 th February 2023	The Authority	N/A
Negotiations Commence	February 2023	The Authority	N/A
Round 1 – Comp Negotiation	28 th February 2023 to 3 rd April 2023	The Authority	N/A
Round 1 – meet with Tenderers	28 th February 2023 to 2 nd March 2023	The Authority	N/A
Round 1 – Authority issues clarification questions	6 th March 2023 to 10 th March 2023	The Authority	Tenderers
Round 1 - Tenderer submits modified Tender (or part thereof)	13 th March 2023 to 31 st March 2023	Tenderers	The Authority
Round 1 – Authority completes Initial Evaluation	3 rd April 2023 to 7 th April 2023	The Authority	Tenderers
Round 2 – Comp Negotiation	11 th April 2023 to 12 th May 2023	The Authority	N/A
Round 3 – Comp Negotiation	23 rd May 2023 to 23 rd June 2023	The Authority	N/A

Stage	Date and Time	Initiated By	Submit to:
Round 4 – Comp Negotiation	Authority will decide if 4 th round will take place	The Authority	N/A
Tenderers invited to submit Best and Final Offer (" BAFO ") (provided no Round 4)	28 th June to 5 th June 2023	Tenderers	The Authority
Deadline for BAFO submission	11 th July 2023	Tenderers	The Authority
Authority formal evaluation of Final Tenders and Moderation (of evaluation)	12 th July 2023 to 1 st August 2023	The Authority	N/A
FBC submission to MOD approving authority	August to September 2023. Authority approvals process and standstill period	The Authority	N/A
FBC submission to Cabinet Office for approval		The Authority	Cabinet Office
Authority issues award notice		The Authority	Tenderers
Standstill period		The Authority	N/A
Authority issues offer of contract	September / early October 2023	The Authority	Tenderers
Supplier acceptance of contract (allowing time for supplier internal governance and approvals)		Tenderers	The Authority
Contract start date	1 st October 2023 (earliest) 1st November 2023 (latest)	The Authority	N/A
Contract Year 1 – Transition Year: Supplier develops and tests their solution (new Career Transition Website)	October/November 2023 to 30 th September 202	The Authority	N/A
Current contract end date (predecessor Supplier)	30 th September 2024	The Authority	N/A
Contract Year 2 – Supplier commences Full Operational	1 st October 2024	The Authority	N/A

Stage	Date and Time	Initiated By	Submit to:
Capability			
Contract Years 1 to 7 (Initial Term)	October/November 2023 to 30 th September 2030	The Authority	N/A
Contract Years 8 to 9 (First Extension Option)	1 st October 2030 to 30 th September 2032	The Authority	N/A
Contract Years 10 to 11 (Second Extension Option)	1 st October 2032 to 30 th September 2034	The Authority	N/A

Notes

The Authority will endeavour to proceed with the above dates but reserves the right to amend the timetable at its discretion, or to reduce the Rounds of negotiation in accordance with the Defence and Security Public Contracts Regulations 2011. Tenderers will be informed of any changes through the DSP.

- REDADCTED

The Authority's intention is to carry out the Initial Evaluation after Round 1, and will consider elimination of Tenderers based on the published Evaluation Criteria at this point.

The Authority will review initial Tenders, and invite Tenderers to progress to negotiations, which are scheduled to take place between 10th February 2023 to 27th February 2023, as per the above table. The Authority will therefore evaluate the Tenderer's modified Tender, submitted after Round 1 of the negotiations, as per the above table.

The Authority reserves the right to evaluate after any Negotiation Round and eliminate Tenderers based on the evaluation criteria.

Site Visit

B1. A Site Visit is being held as indicated in the table above, providing Tenderers with the opportunity to visit REDACTED . The Tenderer must provide the name(s) of those who wish to attend the Tenderers Conference via the Defence Sourcing Portal messaging service, by the date shown, so that access to the site can be arranged. A maximum of two attendees per Tenderer will be permitted. Any questions raised will be noted and written answers will be issued to all Tenderers regardless of attendance to the Tenderers Conference via the Defence Sourcing Portal. The written answers issued will take precedence over any verbal answers provided at the Site Visit.

Negotiation

Rounds 1 to Round 2 negotiation will proceed as follows:

- Week 1: Face-to-Face Tenderers' Meetings, including negotiation.
- Week 2: Issue Authority's clarification questions to Tenderers.
- Week 3-5: Tenderers prepare modified Tenders. Authority responds to any clarification questions.

Round 3 negotiation will proceed as follows:

- Week 1: Face-to-Face Tenderers' Meetings, including negotiation.
- Week 2: Issue Authority's clarification questions to Tenderers.
- Week 2-3: Tenderers may submit and Authority responds to final clarification questions.

End of Negotiations

- Weeks 3-5: Tenderers prepare and submit Final Tenders.

The Authority will consider if a 4th round of negotiation is required. If so, the dates for BAFO to be amended.

The Authority intends the negotiations to be structured as follows:

- **Round 1:** Tenderer meetings, Tenderer present proposals, Authority discusses and asks questions, following up in writing with formal clarification questions.
- **Round 1:** Tenderer may submit clarification questions. Tenderer submits any modified parts of their Tender.
- **Round 1:** Authority carries out formal Initial Evaluation (& Moderation).
- **Round 1:** the Authority may choose to eliminate up to 3 Tenderers at this point based on the published Evaluation Criteria.
- **Round 2:** the Authority reserves its right to eliminate Tenderers using another formal Evaluation and Moderation.
- **Round 3:** Final Evaluation and Moderation will be completed after the Authority receives BAFOs from the remaining Tenderers.

Clarification Questions

B2. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

Tender Return

B3. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances, the Authority will notify all Tenderers of any change.

Negotiations

B4. Further detail regarding negotiations is in Section D (Tender Evaluation) of this ITN.

Section C Instructions on Preparing Tenders

Construction of Tenders

- C1. Your Tender must be written in English, using Arial font size 11. Prices must be:
- i. £GBP ex VAT;
 - ii. FIRM PRICES are required for Contract Year 1 (1st Oct 2023 – 30th Sept 2024);
 - iii. FIRM PRICES are requested for certain payments against specified Deliverables eg. related to milestone payments during the Transition Year (Contract Year 1), and in the event of late delivery by the Supplier these prices shall not be subject to application of Variation of Price (VOP) formula;
 - iv. For Contract Years 2-11, except where otherwise stated, FIRM PRICES shall become FIXED PRICES meaning that VOP formula will be applied to such FIXED PRICES to calculate pricing for Contract Years 2-11;
 - v. All pricing, price breakdowns and supporting information must be included in the Tender by completion of the CTP Re-let 23-34 Pricing Submission document.
 - vi. Further details on pricing are included in Schedule 15 (Charges and Invoicing); this Schedule and your pricing submission are subject to negotiation.
- C2. To assist the Authority's evaluation, you must set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

- C3. Your Tender must be valid and open for acceptance for 150 calendar days from the Final Tender Return date. The winning Tender must be open for acceptance for a further seventy-five (75) calendar days from the date of the award notice
- C4. In the event that legal proceedings challenging the award of the Contract are issued, before entry into Contract, you must hold your Tender open for acceptance during the period of legal proceedings, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

Section D – Tender Evaluation

Tender Evaluation

D1. This Section D details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

D2. This Tender will be evaluated based on the Most Economically Advantageous Tender, and this shall be calculated using the Weighted Value for Money Formula below. The overall Technical score (“Non – cost score” as per the table below) will be divided by the Price (“Cost” as per the table below), where Technical score will be weighted to 60% and Price will be weighted to 40%, to provide the overall Weighted Value for Money Index. The Tenderer with the highest Weighted Value for Money Index score will be the preferred Tenderer.

An example of how this would work is detailed below:

Weighted Value for Money Index example

The overall tender score is calculated as follows:

$$\frac{\text{Non – cost score} \times \frac{wQ}{wC}}{\text{cost}}$$

Where:

wQ = weighting of non-cost criteria

wC = weighting applied to cost

Assuming that wQ = 60% and wC = 40% gives:

Tender	Non-cost score	Cost (£NPV)	Weighted VFM Index	Rank
A	$62^{60/40} = 488.2$	20	24.41	3
B	$85^{60/40} = 783.7$	24	32.65	2
C	$100^{60/40} = 1000.0$	29	34.48	1

The higher weighting applied to the non-cost score results in Tender C being the highest-ranking tender in this case.

NB. This calculation is worked out using ^ (shift 6) on your keyboard. $62^{60/40}$ is therefore $62 \wedge (60/40)$.

D3. In the event of Tenderers achieving the same Weighted Value for Money Index, the Tenderer with the highest Technical score will be given a higher ranking. Compliance thresholds are detailed in the Technical Evaluation Matrix.

D4. Please refer to Section B (Key Tendering Activities) for list of negotiation rounds. Ahead of each negotiation round, the Authority will re-evaluate Tenders in order to seek clarification from Tenderers on any aspect of a Tender that, in the Authority’s view, could be further optimised or clarified.

D5. On receipt of Tenders, the Authority shall evaluate each Tender as follows:

Part 1 – Commercial Compliance		
	Pt 1.1 COMPLIANCE Annex A Offer Signed and uploaded to Commercial Envelope DSP	Pass/Fail
	Pt 1.2 Pricing Submission uploaded to DSP	Pass/Fail
	Pt 1.3 Commercially Sensitive Information Schedule 9 uploaded to DSP	Pass/Fail
	Pt 1.4 Cyber Essentials Plus Certificate uploaded to DSP	Pass/Fail
	Pt 1.5 Supplier Assurance Questionnaire uploaded to DSP	Pass/Fail

	Pt 1.6 IPR Annex 1 of Schedule 32 uploaded to DSP	Pass/Fail
	Pt 1.7 Schedule 31 Data Processing uploaded to DSP	Pass/Fail
	Pt 1.8 SAL and PDAL signed and uploaded to DSP	Pass/Fail
	Pt 1.9 Bidder Insurance table uploaded to DSP	Pass/Fail
	Pt 2.0 Schedule 15 Annex 3 Pro-forma and Certificate of Costs uploaded to DSP	Pass/Fail
	Pt 2.1 Schedule 15 Annex 4 Risk Register uploaded to DSP	Pass/Fail
	Pt 2.2 Schedule 15 Annex 5 Allowable Assumptions uploaded to DSP	Pass/Fail
Part 2 – Technical Envelope to be scored		
	Technical Envelope will be scored in accordance with Award Evaluation Criteria out of 100%	
Part 3 – Price Review completion of Pricing Schedule, overall contract price to be used for weighted VFM calculation.		

D6. The evaluation criteria and a full list of the evaluation questions requiring a Tenderer's response, together with the minimum acceptable score, maximum score available and weighting are contained at DEFFORM 47 (Tender Technical Evaluation Matrix).

D7. Part 1 (Commercial Compliance) is Pass/Fail, and if you fail Part 1 (Commercial Compliance) you will not be permitted to participate further in this procurement. The Authority reserves the right to allow Tenderers more time to move all commercial compliance points to a Pass, in its sole discretion, where the Tenderer is unable to confirm compliance at the outset is due to reasons outside its control. Tenderers are strongly advised to read and understand the specific guidance provided before responding to these questions. The Authority will complete a mandatory evaluation to ensure that Tenderers have answered all questions and provided all of the information requested in line with the Authority's instructions. All Tenderers passing Part 1 (Commercial Compliance) will progress to Part 2 (Quality) and Part 3 (Price)

Technical Evaluation Process

D8. Part 2 (Quality) is a two-step process, comprising of:

- Independent objective evaluation; and
- Group consensus marking (with moderation).

D9. During the independent evaluation process, each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality and content of answers given by Tenderers in their Tender. Each evaluator will then allocate a mark for the answer in accordance with the marking scheme applicable to that question as set out in DEFFORM 47(Technical Evaluation Matrix).

D10. The individual evaluators will then have a group consensus meeting to agree the final scores for each technical evaluation question response. During the group consensus meeting, evaluators will discuss their independent marks for each question, and where there the evaluators are not in agreement, the evaluators and the consensus meeting chair (the moderator) will discuss the merits of the question

response until they reach a consensus regarding the marks that should be attributed to each Tenderer's answer to the questions.

D11. Each question will be marked in accordance with the Evaluation Scoring Matrix as follows:

Evaluator Mark rating

100	Excellent
70	Good
30	Adequate
10	Concerns
0	Fail

In each Section, each question is given a weighting out of 100 (for the section).

The question weight is multiplied by the Evaluator's Mark (0, 10, 30, 70 or 100) then divided by 100 to generate the Question Score.

All Question Scores are added up to produce the total SECTION MARK.

The SECTION MARK is multiplied by the SECTION WEIGHT to produce the SECTION SCORE.

Finally all SECTION SCORES are added together to produce the overall TECHNICAL SCORE.

Worked example:

Section Weight: 10.10%

Total Section Marks: 100

Question Weight

(out of total 100): 9.9

Evaluator's Mark: 70

Question Score = $\frac{\text{Question Weight (9.9)} \times \text{Evaluator's Mark (70)}}{100} = 6.93$ (out of 9.9)

The example Question Score contributes 6.93 out of 100 to the Section Score.

The example Question Score contributes 6.93% x 10.10% to Section Score = 0.69993%.

D12. When the score for each question has been determined they will be added together to provide an overall Section Score and all Section Scores will be added together to produce the overall Technical score.

Price Evaluation Process

D13. Tenderers are required to review Schedule 15 (Charges and Invoicing) and return completed:

- CTP Re-Let 2023-24 Pricing Submission, which will be used to populate Annexes 1 and 2 of Schedule 15 – Tenderers to note requirement, as instructed, in the Pricing Submission workbook, that they are to detail any assumptions on the Bidder Assumptions Tab, and that these assumptions will be discussed as part of negotiation;
- Annex 3 (Pro-Forma Certificate of Costs) – Commercial Envelope DSP 3.3.10;
- Annex 4 (Risk Register) – Commercial Envelope DSP 3.3.11; and
- Annex 5 (Allowable Assumptions) – Commercial Envelope DSP 3.3.12.

D14. Tenderers are required to provide FIRM prices as instructed in the Pricing Submission document. The Firm Price offered will be used to calculate a total price for all eleven (11) years of the contract (i.e.

including the price for 'option' or 'extension' years), by applying the VOP formula, as explained in C1(iv). The overall Technical score will be divided by the total Price, where Technical score will be weighted to 60% and Price will be weighted to 40%, to provide the overall Weighted Value for Money Index, as explained in D2 above.

Cyber Risk Assessment

D15. The Cyber Risk Profile is Moderate. You are therefore required to complete a Supplier Assurance Questionnaire (SAQ), to demonstrate compliance.

D16. Complete SAQ using the REDADCTED .

D17. Guidance on the SAQ can be located at the link:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/852264/DCPP_SAQ_Question_Set_Guide_December2019.pdf.

D18. The associated Risk Assessment Reference (RAR) is: REDACTED

D19. Please also provide Cyber Essentials Plus Certificate.

Format of Tender response

D20. Tenderers are required to respond to all questions on the DSP. Tenderers are required to review the further guidance below when submitting their Tender Response. The following list has been provided to assist Tenderers in submitting their Tender Response. Tenderers are advised to carefully review all documentation provided as part of the procurement. Tenderers will be responsible for ensuring that any additional documentation that is not listed below, but is required to be submitted as part of the procurement, is submitted by Tenderers:

Signed Tender Submission Document (Offer) – Annex A to DEFFORM 47 – A PDF version to be uploaded to Commercial Envelope at 3.3.1 of the DSP.
A Statement confirming that, subject to the list of Category 2 items listed in this Section D (Tender Evaluation), the Tenderer materially accepts the draft Contract, including Schedules, additional DEFCONS and DEFFORMS detailed in this DEFFORM 47 – To be uploaded to the Commercial Envelope at 3.36 of the DSP. Question 3.36 is listed as a Pass/Fail question on the DSP; however, for the purposes of this procurement it will not be treated as a Pass/Fail question.
Completed Pricing Information to DEFFORM 47 – Pricing Submission to be completed and uploaded to the Commercial Envelope at 3.3.2 of the DSP.
Completed Schedule 9 (Tenderers Commercially Sensitive Information) – To be uploaded to the Commercial Envelope at 3.3.3 of the DSP. If you have no Commercially Sensitive Information, please upload any attachment stating this.
Current Cyber Accreditation Certificate. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of Moderate. The Risk Assessment Reference is REDACTED
Tenderers are required to complete the Suppliers Assurance Questionnaire DCPP Supplier Assurance Questionnaire (SAQ) (Page 1 of 7) (office.com) and their Cyber Implementation Plan as required by the Authority, and submit these as part of their Tender response to be uploaded to the Commercial Envelope at 3.3.4. Please also

upload a copy of the Cyber Essentials Plus Certificate in the Commercial Envelope of the DSP, If Tenderers do not yet have Cyber Essentials Plus, please upload a statement confirming that they expect to have Cyber Essentials Plus in place by the 28 th February 2023 along with your Cyber Essentials Certificate.
Please upload signed copies of the SAL (Security Aspects Letter) and PDAL (Personal Data Aspects letter) to the Commercial envelope at 3.38 of the DSP.
Technical proposal, the Tenderer should ensure that they respond to each of the questions contained in the attached Tender Technical Evaluation Matrix to DEFFORM 47. All answers to be uploaded to Technical Envelope at 2.1.1 to 2.10.3 of the DSP. Please note these are attachment questions answers should be no more than 2 A4 pages.
Social Value – Social Value questions are within Technical Envelope. Tenderers should ensure that they respond to each of the questions contained in the attached Tender Technical Evaluation Matrix to DEFFORM 47. All Tender answers to be uploaded to Social Value section of the Technical Envelope at 2.11.2, 2.11.3, 2.11.4 of the DSP. Please note the answer should be no more than 4A4 pages.
Complete a draft Quality Management Plan to the level of detail set out in Section B, Clause 6.3 (SOR 3.2.1) and upload in response to Question CM02 in the Technical Envelope of the DSP.
Please review the attached draft Contract Management Plan and insert names (if known) and roles as requested within the document and attach your amended Contract Management Plan as your response. (Please note that the Contract Management Plan is a standalone document.)
Complete an Outline Implementation Plan at Question TP01 and uploaded to Question TP01 in the Technical Envelope of the DSP. Please note that your Outline Implementation Plan should include place holder headings for your Digital Implementation Plan and your Security Management Plan. However, your substantive Digital Implementation Plan should be uploaded in response to Question DS03 and the Security Management Plan must be submitted for approval within 20 Working Days of the Effective Date (Question CM03 in the Technical Envelope); Tenderers are encouraged to include their draft or final Security Management Plan, or at a minimum a placeholder for the same, in the Outline Implementation Plan.
Complete Bidder Insurance Requirement table and uploaded to the Commercial Envelope at 3.3.9 of the DSP.

D21. Tenderers shall also ensure that the box shown below in the DSP is ticked as you submit your Tender.

CURRENCY: GBP

3. COMMERCIAL ENVELOPE

3.1 VALUE FOR MONEY (NOT POPULATED BY BIDDER) - PRICE SECTION

CODE	DESCRIPTION	TICK IF QUOTING
3.1.1	Value for Money (Not populated by bidder)	<input checked="" type="checkbox"/>

D22. Please note in the event that you decide not to submit a Tender, the Authority requires that you confirm that any documents printed off have been disposed off accordingly (i.e. shredded). The Authority therefore requests that Tenderers send a message through the DSP to Defence Commercial to confirm that the Tenderer has taken this action, stating that only those personnel from the Tenderer that needed to see the documents have viewed them and the documents have not been reproduced or retained in any way.

Amendments to the Contract

D23. For the purposes of the procurement, the Contract shall be categorised as follows:

- a. **Category 1 items:** areas of the Contract that will not be subject to negotiation, as listed in Paragraph D31;
- b. **Category 2 items:** areas of the Contract that the Authority will be prepared to discuss with Tenderers, as listed in Paragraph D32, and which Tenderers may submit derogations in accordance with this Section D (Tender Evaluation); and
- c. **Category 3 items:** areas of the Contract that require Tenderers to submit documentation to the Authority in accordance with Paragraph D20 above and which may then be discussed
 - i. D23. At the initial Tender stage, Tenderers are required to: confirm its acceptance of the Contract and the Category 1 items; and

submit its derogations from the Contract in respect of any Category 2 items. D24 . Following review of Tenderers' initial Tenders, the Authority may issue a new draft Contract to all Tenderers. The draft Contract, common to all Tenderers, will form the basis of negotiations.

D25. Derogations to the draft Contract will be kept to a minimum, and generally any changes agreed will be applied to the main draft Contract. The Authority will:

- a. where derogations are necessary, agree a table of derogations with each Tenderer during the negotiation process;
- b. issue a periodic Contract Development Tracker with details of changes or improvements identified during the negotiation process. The Contract Development Tracker will not set out changes made to the Contract due to typographical, grammatical or cross-reference error, and such changes will be made to the Contract as negotiations progress; and
- c. issue a further draft Contract and final Tenderer-specific list of derogations at the conclusion of the negotiation process.

D26. Where the Tenderer wishes to offer derogations at initial Tender stage, the Authority will consider its proposals, subject to whether:

- a. a proposed derogation constitutes a material change from the Tendered Contract,

- b. a proposed derogation is not capable of being contracted; and
- c. a proposed derogation delivers a demonstrable improvement in the value for money solution to the Contract and/or a reduction in the Authority's risk profile.

D27. Tenderers will be required to demonstrate evidence to support the improvements to value for money and/or reduction in the Authority's risk profile during the negotiation process.

D28. The Authority will consider the aggregate of the proposed derogations submitted by the Tenderer for the procurement. As a result, the Authority may, at its sole and absolute discretion, amend the Contract, including the Schedules, based on some or all of the proposed derogations.

D29. Tenderers will be required to submit a final-form Contract with their Tender that incorporates all agreed derogations. For the avoidance of doubt, the Authority shall not expect to see any derogations or other amendments to the draft Contract at BAFO submission that have not been discussed and agreed during the negotiation process.

D30. If the Tender contains additions, deletions, deviations or amendments to the Final Contract submitted during the Final Tender Phase, it may be deemed non-compliant so that the Tenderer is disqualified from this procurement.

Category 1 items D31. The following areas of the Contract shall be categorised as Category 1 items for the purposes of the procurement, and will not be subject to negotiation:

All clauses and paragraphs of the Contract including all Schedules and Annexes, apart from the Category 2 items.

Category 2 items

D32. The following areas of the Contract shall be categorised as Category 2 items for the purposes of the procurement, and Tenderers may submit derogations and where invited to do so negotiations in accordance with this Section D (Tender Evaluation):

- a. Schedule 2 (Services Description): Site locations for delivery of training and career advisory workshops. Any alternative locations proposed by the Tenderer, subject to review of comparative costs, including Travel and Subsistence costs for Service Personnel.
- b. Pricing:
 - i. Contract year 1 – Firm Price including payments for delivery against Milestones in Transition Year;
 - ii. Review of Firm Prices against HQTI Top Level SPPI Index;
 - iii. Tenderer Assumptions; and
 - iv. Delay Payments (by Supplier) related to missed Milestones; and
 - v. Genuine Pre-estimate of Authority losses for Delay Payments.
- b. Schedule 14 (Testing Procedures): The Authority requirements are not negotiable, but the Tenderer's proposals for Testing Procedures are subject to the Authority's acceptance.
- c. Schedule 18 (Financial Distress) ; paragraphs including paragraph 5 – Financial Indicators
- d. Schedule 24 (Reports and Records Provisions): All Authority requirements will not be negotiable. However, the Authority will be open to Tenderer suggestions for additional reporting that the Tenderer considers necessary.
- e. Schedule 25 (Exit Management): negotiable for any additions.

Category 3 items: as stated above these are areas of the Contract that require Tenderers to submit documentation to the Authority in accordance with Paragraph D20.

Section E - Instructions on Submitting Tenders

Submission of your Tender

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by 9th February 2023. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITT 702705451.

E2. Your priced Tender and priced ITT Documentation must only be submitted to the commercial envelope of the DSP ITT. You must ensure that there are no prices present in the technical or qualification envelopes of the DSP ITT. The Authority has the right to request, at its discretion, that any pricing information found in the unpriced copy is redacted in accordance with paragraph E3.

E3. The Authority may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the Authority or provide clarification after the Tender return date. For example, this may include, but is not limited to, redacting pricing information in the technical or qualification envelopes, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the DSP on how they can correct such irregularities which must be completed by the deadline set. The Authority will cross reference the amended Tender with the original Tender submitted to the DSP before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the Authority, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the Authority, this will result in a non-compliant Tender.

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact REDACTED if you have a requirement to submit documents above OFFICIAL SENSITIVE.

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact REDACTED to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

E6. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to DSP with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications.

Lots

E7. This requirement has not been split into lots.

Variant Bids

E8. The Authority will not accept variant bids.

E9. Samples are not required.

Section F - Conditions of Tendering

F1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a Contract as a result of this competition or at a later stage. Neither does the issue of this ITT or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.

F2. The Authority reserves the right, but is not obliged to:

- a. vary the terms of this ITT in accordance with applicable law;
- b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
- c. visit your site;
- d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITT;
- e. disqualify any Tenderer that is guilty of misrepresentation in relation to their Tender, expression of interest, the dynamic PQQ or the tender process;
- f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34;
- g. withdraw this ITT at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
- h. re-issue this ITT on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014;
- i. choose not to award any Contract as a result of the current tender process;
- j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F3. The Contract will be entered into when the Authority sends written notification of its entry into the Contract, via a DEFFORM 8. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C3.

Conforming to the Law

F4. You must comply with all applicable UK legislation and any equivalent legislation in a third state.

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

Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

F7. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- a. devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
- b. enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- c. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
- d. canvass the Authority or any employees or agents of the Authority in relation to this procurement; or
- e. attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have provided advice to the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential conflict of interest (COI) exists or arises or may arise or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises, or any might give the perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual or potential COI. The proposed Compliance Regime must be of a standard which, in the Authority's sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details listed in F9 a to g below. Where the Contract is awarded and the COI is still relevant post-Contract award, your proposed Compliance Regime will become part of the Contract. As a minimum, the Compliance Regime must include:

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

F10. Tenderers are ultimately responsible for ensuring that no COI exist between the Tenderer and its advisers, and the Authority and its advisers. Any Tenderer who fails to comply with the requirements described at paragraphs F7 to F10 (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

Government Furnished Assets

F11. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

Standstill Period

F12. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award a Contract to the successful Tenderer before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158s are sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

Publicity Announcements

F13. If you wish to make an announcement regarding this procurement, you must seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the named Commercial Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.

F14. Under no circumstances should you confirm to any Third Party the Authority's Contract award decision before the Authority's announcement of the award of Contract.

Sensitive Information

F15. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.

F16. For these purposes, the Authority may share within Government any of the Tenderers documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any sensitive material by completing Schedule 9 (Commercially Sensitive Information) and consent to these terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT) to any Third Party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Reportable Requirements

F18. 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.

F19. Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete the Annex in full and attach relevant information where required.

Specific Conditions of Tendering

F20. Transfer of Undertakings (Protection of Employment) – TUPE

Applicability Of TUPE

1. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations

(Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is your responsibility to consider whether or not TUPE applies to this re-let and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this Invitation to Tender results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.

2. If you have a contrary view to that of the Authority on the applicability of TUPE you are strongly encouraged to submit both a TUPE and non-TUPE tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non-TUPE tender will be considered, otherwise the tender conforming to the Authority's view will be considered.

TUPE Information Provided For Tendering Purposes

3. TUPE information in respect of the current employees is provided within TUPE Spreadsheet. This information may be updated prior to contract award in which event the short-listed tenderers will be given an opportunity to revise or confirm tendered prices

4. The information detailed with the TUPE Spreadsheet has been obtained from the contractor currently undertaking this task. The accuracy and completeness of this information cannot be warranted by the Authority. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.

5. The TUPE Spreadsheet is password protected and Tenderers will receive a separate message via the DSP containing the password for opening the spreadsheet.

IR35 Result

IR35 does not apply for the purposes of the Procurement.

DEFFORM 47 Annex A - Edn 11/22

Ministry of Defence

Tender Submission Document (Offer) – Ref Number 702705451

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				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	Town / city to	Contractor	Estimated	SME

Name	be Performed	Deliverables	Value	Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
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	
Have you completed and attached Annex 1 of Schedule 32 - notification of Intellectual Property Rights (IPR) Restrictions?			Yes* / No	
Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions?			Yes* / No	
Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?			Yes* / No / N/A	
Have you completed the table in Schedule 10 (Notified Key Sub-Contractors)?			Yes / No	
Have you completed the compliance matrix/ matrices?			Yes / No / Not Required	
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 Tenderer's Commercially Sensitive Information Form?			Yes / No	
If you have not previously submitted a Statement Relating to Good Standing, within the last 12 months, or circumstances have changed, have you attached a revised version?			Yes* / No / N/A	
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly				
Do the Contractor or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?			Yes* / No	
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?			Yes / No / Not Required	
Have you completed the additional Mandatory Requirements (as per paragraph F18) stated in this ITT?			Yes / No / Not Required	
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).				
Tenderer's Declaration of Compliance with Competition Law				
We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:				
a. the offered price has not been divulged to any Third Party,				

- b. no arrangement has been made with any Third Party that they should refrain from tendering,
- c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,
- d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and
- e. no arrangement has been made with any Third Party otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.

We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material by completing Schedule 9 (Commercially Sensitive Information).

Dated this..... day of Year

Signature:

In the capacity of

.....
.....

(Must be scanned original)

(State official position

e.g. Director, Manager, Secretary etc.)

Name: (in BLOCK CAPITALS)

duly authorised to sign this Tender for and on behalf of:

(Tenderer's Name)

Postal Address:

Telephone No:

Registered Company Number:

Dun And Bradstreet number:

Appendix 1 to Annex A (Offer)

Edn 08/22

Information on Mandatory Declarations

IPR Restrictions

1. 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).
2. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 3 below, 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 for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
 - b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
 - c. the nature of any allegation referred to under sub-paragraph 2.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 2.b.
3. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 2. The Authority will not acknowledge any such restriction unless so notified under paragraph 2 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.
4. If you have previously provided information under paragraphs 2 and 3 you can provide details of the previous notification, updated as necessary to confirm their validity.

Notification of Foreign Export Control Restrictions

5. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.
6. 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:

Whether all or part of any Contractor Deliverables are or will be subject to:

- a. a non-UK export licence, authorisation or exemption; or
- b. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 6 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.

7. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.

9. 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 6.

10. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defence Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

11. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.

12. For the purpose of this competition, for any deliverables not yet imported into the UK, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.

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

Cyber Risk

14. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of 'Moderate'. The Risk Assessment Reference is 136546798. Tenderers are required to complete the Suppliers Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response. The Authority may (in its absolute discretion) request that the Tenderer provides a Cyber Security Implementation Plan as appropriate following submission of the Supplier Assurance Questionnaire.

Small and Medium Enterprises

16. The Authority is committed to supporting the Government's Small and Medium-sized Enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of the Authority's spending should be spent with SMEs by 2022; this applies to the money which the Authority spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of SME.

17. 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](#).

18. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](#) and the DSP.

19. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: <https://www.gov.uk/guidance/subcontract-advertising>. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrcISSM-Suppliers@mod.gov.uk.

Transparency, Freedom of Information and Environmental Information Regulations

20. The Authority shall publish notification of the Contract and publish Contract documents where required following a request under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition between suppliers.

21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's [Transparency Principles](#) and in accordance with the provisions of Clause 22 (Transparency and Freedom of Information).

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 2004 ("the EIR").

23. You must complete the attached Schedule 9 (Commercially Sensitive Information) 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.

Electronic Purchasing

25. Tenderers must note that use of the [Contracting, Purchasing and Finance \(CP&F\)](#) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

Change of Circumstances

26. In accordance with paragraph A31, if your circumstances have changed, please select 'Yes' to the appropriate question on DEFFORM 47 Annex A and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

27. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes'

to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

Defence Safety Authority (DSA) Requirements

28. There are no DSA Requirements.

Bank or Parent Company Guarantee

29. You will be informed whether you are required to provide a Bank or Parent Company Guarantee. In the event that you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.

General Conditions

Third Party IPR Authorisation

AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Bespoke - ITT - Annex A - Limitation of Contractors Liability

31 LIMITATIONS ON LIABILITY

Definitions

31.1 In this Clause 31, the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Charges” means any of the charges for the provision of the Services, Supplier Deliverables and the performance of any of the Supplier’s other obligations under this Contract, as determined in accordance with this Contract;

“Data Protection Legislation” means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

- 1) UK GDPR;
- 2) DPA 2018; and
- 3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;

“Default” means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

"DPA 2018" means the Data Protection Act 2018;

“Law” means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

“Service Credits” means the amount that the Supplier shall credit or pay to the Authority in the event of a failure by the Supplier to meet the agreed Service Levels as set out in Clause 7 (Performance Indicators), Schedule 3 (Performance Indicators) and Schedule 15 (Charges and Invoicing);

“Term” means the period commencing on the Effective Date and ending on the expiry of 7 years or on earlier termination of this Contract;

"UK GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.

Unlimited liabilities

31.2 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
- (b) fraud or fraudulent misrepresentation by it or its employees;
- (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

- (d) any liability to the extent it cannot be limited or excluded by law.

31.3 The financial caps on liability set out in Clauses 31.4 and 31.5 below shall not apply to the following:

- (a) for any indemnity given by the Supplier to the Authority under this Contract, including but not limited to:
 - (i) the Supplier's indemnity in relation to Clause 24 (IPRs Indemnity) and Schedule 32 (Intellectual Property Rights);
 - (ii) the Supplier's indemnity in relation to TUPE at Schedule 28 (Staff Transfer);
- (b) for any indemnity given by the Authority to the Supplier under this Contract, including but not limited to the Authority's indemnity in relation to TUPE under Schedule 28 (Staff Transfer);
- (c) breach by the Supplier of Clause 28 (Protection of Personal Data), Schedule 3 (Personal Data) and Data Protection Legislation; and
- (d) to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

Financial limits

31.4 Subject to Clauses 31.2 and 31.3 and to the maximum extent permitted by Law:

- (a) throughout the Term the Supplier's total liability in respect of losses that are caused by Defaults of the Supplier shall in no event exceed:
 - (i) in respect of Clause 21 (DEFCON 76 – Contractor's Personnel at Government Establishments) ten million pounds (£10,000,000) in aggregate;
 - (ii) in respect of any Supplier Termination Event twenty million pounds (£20,000,000) in aggregate; and
 - (iii) in respect of Clause 11 (DEFCON 611 – Issued Property) five million pounds (£5,000,000) in aggregate.
- (b) without limiting Clause 31.4(a) and subject always to Clauses 31.2, 31.3 and 31.4(c), the Supplier's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with Clause 7 (Performance Indicators), Schedule 3 (Performance Indicators) and Schedule 15 (Charges and Invoicing), whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be twenty million pounds (£20,000,000) in aggregate;
- (c) on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Supplier's total liability (in aggregate) set out in Clauses 31.4(a) and 31.4(b) above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 31.4(a) and 31.4(b) of this Contract.

31.5 Subject to Clauses 31.2, 31.3 and 31.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

31.6 Clause 31.5 shall not exclude or limit the Supplier's right under this Contract to claim for the Charges.

Consequential loss

31.7 Subject to Clauses 31.2, 31.3 and 31.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

- (a) indirect loss or damage;
- (b) special loss or damage;
- (c) consequential loss or damage;
- (d) loss of profits (whether direct or indirect);
- (e) loss of turnover (whether direct or indirect);
- (f) loss of business opportunities (whether direct or indirect); or
- (g) damage to goodwill (whether direct or indirect),

even if that Party was aware of the possibility of such loss or damage to the other Party.

31.8 The provisions of Clause 31.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier:

- (a) any additional operational and administrative costs and expenses arising from the Supplier's Default, including any costs paid or payable by the Authority:
 - (i) to any third party;
 - (ii) for putting in place workarounds for the Supplier Deliverables and other deliverables that are reliant on the Supplier Deliverables; and
 - (iii) relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (b) any or all wasted expenditure and losses incurred by the Authority arising from the Supplier's Default, including wasted management time;
- (c) the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Charges that would have been payable for the relevant Supplier Deliverables);
- (d) any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;
- (e) damage to the Authority's physical property and tangible assets, including damage under clauses 21 (DEFCON 76) and 11 (DEFCON 611).
- (f) costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;
- (g) any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);
- (h) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

- (i) any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Supplier pursuant to this Contract.

Invalidity

31.9 If any limitation or provision contained or expressly referred to in this Clause 31 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Clause 31.

Third party claims or losses

31.10 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under Clause 24 (IPRs Indemnity) and Schedule 32 (Intellectual Property Rights) or at Law), the Authority shall be entitled to make a claim under this Contract against the Supplier in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

- (a) arises naturally and ordinarily as a result of the Supplier's failure to provide the Supplier Deliverables or failure to perform any of its obligations under this Contract; and
- (b) is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Supplier), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

31.11 Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

Supply Chain Data – Narrative

Supply Chain Data

1. Definitions

1.1 In this Condition 'Subcontractor' means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly.

2. Contractor Obligations

2.1 The Contractor shall provide a list in Microsoft Excel format of each Subcontract worth more than £1m. For each Subcontract, the list shall include, in so far as is reasonably practicable:

- a. The registered name of the Subcontractor;
- b. The company registration number and DUNS number;
- c. Value, for all Subcontracts over £1m;
- d. A description of the goods or services provided;
- e. In respect of the DEFCONs that are included in this Contract and which require the Contractor to include equivalent terms in Subcontracts, confirmation, in respect of each such DEFCON, that such terms have been so included; and
- f. In respect of the DEFCONs that are included in this Contract and which require information to be provided by the Contractor to the Authority, such information may be provided by being included in this list unless it is specifically stated in the DEFCON or elsewhere in this Contract that it should be provided separately, or through a specified tool, or online portal.

2.2 The information listed in Condition 2.1 above shall be provided within 30 days of the Contract start date and thereafter updated annually to reflect any changes to the accuracy of the information.

DEFFORM 111 – Appendix – Addresses and Other Information

DEFFORM 111

(Edn 07/21)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: REDACTED

Address: REDACTED

Email REDCACTED

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent REDACTED

(44 (0) 161 233 5397

2. For all other enquiries REDACTED

2. Project Manager, Equipment Support Manager or PT Leader

Name : REDACTED

Address REDCACTED

Email: REDACTED

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)

REDACTED

4. (a) Supply / Support Management Branch or Order Manager:

Branch/Name:

Tel No:

(b) U.I.N.

B. REDACTED

5. Drawings/Specifications are available from

11. The Invoice Paying Authority (see Note 1)

REDACTED

6. Intentionally Blank

12. Forms and Documentation are available through *:
REDACTED

7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.dii.f.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

NOTES

1. Forms. Hard copies, including MOD Form 640 are available from address in Box 12., All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

2.* Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>