

[redacted]



Ministry  
of Defence

[redacted]  
DES JSENS-SACC-Comrcl-SCM

Yew 3b #1345  
MOD Abbey Wood South  
Bristol  
BS34 8JH

Tel: 030 679 31257  
Email: DESJSENS-SACC-Comrcl-SCM@mod.uk

Our Ref: FTS/DE/SACC/12

21 December 2016

Dear Sirs

**Invitation To Tender (ITT) Reference No. FTS/DE/SACC/12**

1. You are invited to tender for the Authority's requirement "Provision of Maritime Multi-Link TDL SME, I-SMART and ITEAP Technical Support" under FATS Design and Engineering in competition in accordance with the attached documentation.
2. The requirement is for the Provision of Maritime Multi-Link TDL SME, I-SMART and ITEAP Technical Support.
3. This is a Category G1 requirement and funding has been approved.
4. The anticipated date for the contract award decision is 01<sup>st</sup> March 2017. Please note that this is an indicative date and may change.
5. You must submit your Tender to arrive no later than the 01<sup>st</sup> February 2017 at 10:00am. You must return your Tender to the Tender Board noted in the table at Annex B. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority
6. Please confirm receipt of this tender to the Commercial Officer stated at the above address.

Yours faithfully

*[original signed]*

[redacted]

[redacted]

[redacted]

**List of Suppliers Invited to Submit a Tender for ITT No. FTS/DE/SACC/12**

Supplier Name	Supplier Address and Phone No	Supplier Point of Contact
3SDL	Malvern Hills Science Park Geraldine Road Malvern WR14 3SZ UK [redacted]	[redacted]
Actica Consulting Ltd	4 Stirling House Stirling Road Guildford GU2 7RF Surrey [redacted]	[redacted]
AgustaWestland Ltd	Box 71 Lysander Road Yeovil BA20 2YB UK [redacted]	[redacted]
Allyance Ltd	Bristol and Bath Science Park Dirac Crescent Emersons Green Bristol BS16 7FR South Gloucestershire [redacted]	[redacted]
Aspire Consulting Ltd	19-20 Amber Close Amber Business Village Amington Tamworth B77 4RP UK [redacted]	[redacted]
Astula Ltd	Enterprise House Timbrell Street Trowbridge Wilts BA14 8PL England [redacted]	[redacted]
Atkins Limited	The Hub 500 Park Avenue, Aztec West Almondsbury Bristol BS32 4RZ UK [redacted]	[redacted]
Atlas Elektronik UK Limited	Room 174B, Atlas House Dorset Green Technology Park Winfrith Newburgh Dorchester, Dorset DT2 8ZB UK	[redacted]

[redacted]

[redacted]

	[redacted]	
Babcock Marine (Rosyth) Limited	Rosyth Business Park, Rosyth Fife KY11 2YD Scotland [redacted]	[redacted]
BAE Systems (Operations) Limited	Marconi Way Rochester ME1 2XX Kent [redacted]	[redacted]
BAE Systems (Operations) Ltd	Military Air and Information Combat Air (FCAS) W386G Warton Aerodrome Warton Preston, Lancashire PR4 1AX United Kingdom [redacted]	[redacted]
BAE Systems (Operations) Ltd - DI	BAE Systems Operations Ltd - DI W427A Warton Aerodrome Preston PR4 1AX UK [redacted]	[redacted]
BAE Systems (Operations) Ltd, Military Air & Information – Defence Information Training & Services, T&S	BAE Systems Military Air & Information (DITS) Warton Aerodrome (W427A) Warton Preston PR4 1AX UK [redacted]	[redacted]
BAE Systems Applied Intelligence	Waterside House 170 Priestley House Surrey Research House Guildford GU2 7RQ England [redacted]	[redacted]
BAE Systems Applied Intelligence Limited acting through Applied Intelligence Laboratories	Chelmsford Office & Technology Park West Hanningfield Road Great Baddow Chelmsford CM2 8HN UK [redacted]	[redacted]
BAE Systems Maritime Services (BAE Systems Surface Ships Ltd)	PP101 Building 2/172 HM Naval Base Portsmouth PO12 3NH Hampshire	[redacted]

[redacted]

	[redacted]	
BMT Defence Services Limited	Maritime House 210 Lower Bristol Road Bath BA2 3DQ UK [redacted]	[redacted]
Boeing Defence UK Limited (BDUK)	Dakota House Building 630 Bristol Business Park Coldharbour Lane Bristol BS16 1EJ South Gloucestershire [redacted]	[redacted]
C3IA Solutions Ltd	Unit C, Mitre Court 16 Commercial Road Poole BH14 0JW Dorset [redacted]	[redacted]
Carbon60 Limited	Buckingham House Buckingham Street Aylesbury HP20 2LA United Kingdom [redacted]	[redacted]
CGI IT UK Limited	Keats House Springfield Drive The Office Park Leatherhead KT22 7LP UK [redacted]	[redacted]
Commaci Ltd	10 Ergo Business Park Kelvin Road Swindon SN3 3JW England [redacted]	[redacted]
Corporate Document Services Limited	CDS The Bramery Alstone Lane Cheltenham GL51 8HE Gloucestershire [redacted]	[redacted]
Drumgrange Ltd	Unit A, The Forum Hanworth Lane Chertsey KT16 9JX Surrey [redacted]	[redacted]
ERA Technology Limited	Unit 17, Londonderry Farm Business Park Keynsham Road Willsbridge	[redacted]

[redacted]

	Bristol BS30 6EL United Kingdom [redacted]	
Evodia Limited	8 St Georges Yard Castle Street Farnham GU9 7LW Surrey [redacted]	[redacted]
Frazer-Nash Consultancy Limited	The Cube 1 Lower Lamb Street Bristol BS1 5UD UK [redacted]	[redacted]
Fujitsu	Fujitsu Jays Close Viabes Industrial Estate Basingstoke RG22 4BY Berkshire [redacted]	[redacted]
General Dynamics United Kingdom Ltd	Bryn Brithdir Oakdale Business Park Blackwood NP12 4AA South Wales [redacted]	[redacted]
Hewlett Packard Enterprise Defence and Security UK Limited	Hook B 1-3 Bartley Way Bartley Wood Business Park Hook, RG27 9XA England [redacted]	[redacted]
Inzpire Ltd	Landmark House West Unit 1B Alpha Court Kingsley Road Lincoln LN6 3TA UK [redacted]	[redacted]
Jacobs UK Ltd	2 Glentworth Court Lime Kiln Close Stoke Gifford Bristol BS34 8SR UK [redacted]	[redacted]
JCSys Limited	Unit 7 The Clifton Centre Spring Lane South Malvern WR14 1BJ England [redacted]	[redacted]

[redacted]

LA International Computer Consultants Ltd	International House Festival Way Festival Park Stoke-on-Trent ST1 5UB United Kingdom [redacted]	[redacted]
Leidos Innovations UK Ltd	Chester House Farnborough Aerospace Centre Farnborough, Hampshire GU14 6TQ UK [redacted]	[redacted]
Leonardo MW Ltd	Sigma House Christopher Martin Road Basildon Essex SS14 3EL UK [redacted]	[redacted]
Lockheed Martin UK Ampthill Limited	Reddings Wood Ampthill Bedford MK45 2HD UK [redacted]	[redacted]
MASS	Enterprise House Great North Road Little Paxton St Neots PE19 6BN Cambridgeshire [redacted]	[redacted]
Montvieux Limited	Great Barn by Avon Mill Street Tewkesbury Gloucestershire GL20 5SB England [redacted]	[redacted]
Northrop Grumman UK Limited	Leander House 4600 Parkway Solent Business Park Fareham PO15 7AX UK [redacted]	[redacted]
Osprey Consulting Services Ltd	1, The Bullpens Manor Court Herriard Basingstoke RG25 2PH UK [redacted]	[redacted]
Phine Consulting Ltd	Hill House Old Coach Road	[redacted]

[redacted]

	Ford Chippenham SN14 8RS UK [redacted]	
Plextek Services Limited	The Plextek Building London Road Great Chesterford CB10 1NY Essex [redacted]	[redacted]
Polaris Consulting Limited	Suites 10E/F, Dragoon House, Hussar Court Waterlooville PO7 7SF Hampshire [redacted]	[redacted]
Purple Secure Systems Ltd.	City Point Temple Gate Bristol BS1 6PL United Kingdom [redacted]	[redacted]
QinetiQ Ltd	Room A012 Woodward Building Malvern Technology Centre St Andrews Road Malvern WR14 3PS UK [redacted]	[redacted]
r2b2 Limited	Wyse Hill House Fleet Hill Finchampstead Wokingham RG40 4JR UK [redacted]	[redacted]
Red Scientific Ltd	1 Oriel Court Omega Park Alton GU34 2YT Hampshire [redacted]	[redacted]
RJD Technology Ltd	8 The Green Rowlands Castle PO9 6BN United Kingdom [redacted]	[redacted]
Roke Manor Research Limited	Roke Manor Old Salisbury Road Romsey, Hampshire SO51 0ZN United Kingdom [redacted]	[redacted]
SA Group Ltd	Heywood House Westbury BA13 4NA	[redacted]

[redacted]

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	Wilts [redacted]	
SCISYS UK Ltd	23 Clothier Road Brislington Bristol BS4 5SS UK [redacted]	[redacted]
Sutton House Ltd	Unit 4 Hereford Trade Park Holmer Road Hereford HR4 9SG UK [redacted]	[redacted]
Synoptix Ltd	The Vicarage Stoke View Road Bristol BS16 3AE UK [redacted]	[redacted]
Systems Consultants Services Ltd	Arlington House 1025 Arlington Business Park Theale Reading RG7 4SA Berks [redacted]	[redacted]
Systems Engineering & Assessment Ltd	17 Castle Corner Beckington Frome BA11 6TA UK [redacted]	[redacted]
Woodford Engineering Consultancy (UK) Ltd	Metropolitan House Station Road Cheadle Hulme Cheshire SK12 1EE United Kingdom [redacted]	[redacted]
Xi Systems Ltd	Unit 3 The Timber Store, Great Bow Wharf Bow Street Langport TA10 9PN Somerset [redacted]	[redacted]

**Invitation To Tender  
for  
The Provision of Maritime Multi-Link TDL SME, I-  
SMART and ITEAP Technical Support  
FTS/DE/SACC/12**

## Contents

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Tender. The DEFFORM 47 is the document that sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
  - Section A – Introduction Page 4
    - Definitions
    - Purpose
    - ITT Documentation and ITT Material
    - Tender Expenses
    - Material Change of Control from Supplier Selection
    - Contract Conditions
    - Consultation with Credit Reference Agencies
    - Other Information
  - Section B – Key Activities Page 6
  - Section C – Instructions on Preparing Tenders Page 8
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  - Section F – Conditions of Tendering Page 11
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    - Government Furnished Assets
    - Standstill Period
    - Publicity Announcement
    - Sensitive Information
    - Remedies for Breach of Contract
    - Reportable Requirements
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  - DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1
    - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
  - DEFFORM 47 Annex B - DEFFORM 30 (The Electronics Transactions Agreement)
  - DEFFORM 47 Annex C - DEFFORM 539A (Commercially Sensitive Information)
  - DEFFORM 47 Annex D – Commercial Evaluation Matrix
  - DEFFORM 47 Annex E – Technical Evaluation Matrix
  - DEFFORM 47 – DEFFORM 28 (Tender Return Label)
- FATS STS Tasking Form, including:
  - Schedule of Requirements
  - Contract Conditions
  - Appendix 1 - DEFFORM 111 (Addresses and Other Information)
  - Appendix 2 – Confidentiality Agreement
  - Appendix 3 – Price Summary
  - Appendix 4 – Montreal Protocol Substances
  - Annex A – Statement of Work
  - Annex B – Additional Conditions

- Annex C – Security Aspects Letter (To be provided at Contract Award)
- Annex D – Work in Progress Validation Certificate

## Section A – Introduction

### Definitions

A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as “the Authority”), acting as part of the Crown.

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

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

A4. A “Tender” is the offer that you are making to the Authority.

A5. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.

A6. “Schedule of Requirements” means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A7. The “Statement of Work” (at Annex A of the FATS D&E Tasking Order Form) details the technical requirements and acceptance criteria of the Contractor Deliverables. Acceptance criteria are also detailed in the “Additional Conditions” at Annex B to the FATS D&E Tasking Order Form.

A8. “Conditions of Tendering” means the Conditions set out in the DEFFORM 47 that govern the competition.

A9. “Contract Conditions” means the attached conditions that will govern any resultant contract.

A10. A “Third Party” is any person who is not an employee of the Tenderer as defined at A2.

### Purpose

A11. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority’s requirement. This documentation explains and sets out the:

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

A12. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A13. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage, listed on page 2 of this DEFFORM 47.

### ITT Documentation and ITT Material

A14. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material

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

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A14.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation, or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the Commercial Team if you decide not to submit a Tender;
- g. immediately return 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'.

A15. Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A14 above.

## **Tender Expenses**

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

## **Material Change of Control from Supplier Selection**

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

## **Contract Conditions**

A18. The Contract conditions at Schedule 1 for FATS Design & Engineering and those identified in Schedule 3 of the draft Tasking Order Form apply. Failure to conform to the framework conditions will result in your Tender being non-compliant.

## **Other Information**

A19. The Tenderers' attention is drawn to the following other information:

A20. A Security Aspects Letter (SAL) detailing the designated 'Secret Matter', for the purpose of clause 1 a) of DEFCON 659A, and the OFFICIAL – SENSITIVE information, for the purpose of

clause 2 of DEFCON 660, will be issued at Annex C to the FATS Tasking Order Form upon contract award.

**Section B – Key Activities**

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

<b>Stage</b>	<b>Date and Time</b>	<b>Initiated By</b>	<b>Submit to:</b>
Final date for Clarification Questions / Requests for additional information	10 <sup>th</sup> January 2017	Tenderers	DES JSENS-SACC-Comrcl-SCM copied to DES JSENS-SACC-Comrcl-CM4
Final Date for Requests for Extension <sup>1</sup>	13 <sup>th</sup> January 2017	Tenderers	DES JSENS-SACC-Comrcl-SCM copied to DES JSENS-SACC-Comrcl-CM4
The Authority issues Final Clarification Answers	17 <sup>th</sup> January 2017	The Authority	All Tenderers <sup>2</sup>
Tender Return	01 <sup>st</sup> February 2017 at 10:00am	Tenderers	THE TENDER BOARD Commercial Project Enabling Team Defence Equipment and Support The Central Gatehouse/VCP MOD Abbey Wood South Bristol BS34 8JH
Tender Evaluation	02 <sup>nd</sup> February 2017 – 28 <sup>th</sup> February 2017	The Authority	N/A

**Table 1****Notes**

1. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.

2. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.

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

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

C1. You must Tender for all the Contractor Deliverables listed in the Statement of Work at Annex A to the Tasking Order Form. The Authority reserves the right to reject your Tender where you have not tendered for all of the Contractor Deliverables.

### **Construction of Tenders**

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP. Prices must be Firm Price with the exception of Travel and Subsistence elements, which should be Max Price.

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

### **Validity**

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

### **Variant Bids**

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

C6. The Authority cannot evaluate any Variant Bids during this competition.

## Section D – Tender Evaluation

D1. This section details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria. The evaluation of the Tenders will include the Commercial and Financial Aspects and the Technical Aspects.

D2. The Tender response should be at a level to provide the Authority with the confidence that the Tenderer can satisfactorily undertake the work required. Unnecessarily elaborate brochures or other material beyond that sufficient to present a complete and effective proposal are not desired.

D3. Two discrete teams: one evaluating the Commercial and Financial proposal and the other evaluating the Technical proposal will undertake the evaluation. Members of the teams will undertake marking individually, prior to a joint moderation panel.

D4. The marking of each Tender submission will be based on the proposals provided by each Tenderer. Guidance will be given to the evaluation team prior to the proposals being received to ensure an impartial evaluation of the proposals.

D5. The Commercial Evaluation Matrix is attached at Annex D to this DEFFORM 47. The evaluation of this element of the Commercial and Financial Aspects will address:

- a. DEFFORM 47 declarations. The Authority reserves the right to consider a Tender non-compliant if it fails to provide any documentation in response to this ITT.
- b. Compliance with the contractual terms and conditions. Unqualified acceptance of the contractual terms and conditions will be deemed commercially compliant. If a Tender fails to unconditionally accept any of the contractual terms and conditions, it will be considered non-compliant and disqualified from the competition.

D6. The Technical Aspects of the Tender will be evaluated based upon the technical solution proposed to undertake the Statement of Work successfully. The weighting of the marking and the marking criteria for the Technical Aspects of the Tender is attached at Annex E to this DEFFORM 47. Any marks below the identified minimums shall be deemed to be technically non-compliant. The evaluation is necessary to determine that the Tenderer is able to undertake the work required. It is insufficient to make claims without supporting evidence.

D7. The Tender will be evaluated using the Most Economically Advantageous Tender method (MEAT). This is a comparative score and the scoring method is worked out using the ratio and calculation below. The optimum is the highest technical score and lowest price, this together would get the highest total score. If you had the highest technical score but your price was double that of the lowest priced compliant Tender, this would receive a lower total score.

D8. The evaluation is out of 100 (as this represents 100% of the total available score) and is weighted 60% technical and 40% price. The price competed shall be the Firm Price for line 1 only, and will not include Line 2 of the Schedule of Requirements for Travel and Subsistence.

D9. The technical mark and the price of the Tender are allocated a score depending on the percentage difference from the highest technical mark and the lowest price. This ensures a consistent and fair result.

D10. A score of 60 is given to the highest marked technically and commercially compliant Tender and the technical scores of the other Tenders calculated using a percentage difference method:

$$\text{Technical Score} = 60 \times \frac{\text{Tender Technical Mark}}{\text{Highest Technical Mark}}$$

D11. A score of 40 is given to the Lowest Priced Technically and Commercially Compliant Tender (LPTCCT) and a score calculated for the price of each Tender using a percentage difference method:

OFFICIAL

$$\text{Pricing Score} = 40 \times \frac{\text{LPTCCT}}{\text{Tender Price}}$$

D12. The technical and pricing scores are added together to give a total score. The successful Tender is the one with the highest total score.

D13. In the event of two or more Tenders being awarded the same total score, the winning Tender shall be the Tender with the highest scoring technical mark.

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

### **Submission of your Tender**

E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserves the right to reject any Tender received after the stated date and time. You must provide 1 x paper and 1 x CD unpriced copies and 1 x paper and 1 x CD priced copies of your Tender and copies of supporting documents. You must not email electronic copies until after the Tender Return date. If you email your Tender before the Tender Return date, your Tender may be excluded from the competition.

E2. You must include the electronic copies of the priced and unpriced Tender with the associated paper copies only. You must label CDs containing electronic copies of the Tender with 'Includes Price' or 'Unpriced'. The electronic copies of the Tenders must be compatible with Microsoft Word 2010 and other MS Office 2010 applications. If you password protect or encrypt any information on CDs containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.

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

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

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

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

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

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

### **Samples**

E9. Samples are not required.

## Section F – Conditions of Tendering

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

- a. seek clarification or additional documents in respect of a Tenderer's submission;
- b. visit your site;
- c. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- d. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;
- e. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
- f. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
- g. 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 Single Source Contract Regulations 2014;
- h. choose not to award any contract as a result of the current procurement process;
- i. award a Contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and/or
- j. ask for an explanation of the costs or prices proposed in the tender where the tender appears to be abnormally low.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract via section 4 of the Tasking Order Form and you accept it via section 5 of the Tasking Order Form. Written notification will be issued, to the address you provide, on or before the expiration of the period specified in paragraph C4 and subject to paragraph F3.

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

### Conforming to the Law

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

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

### Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or  
+44 1371 85 4881 (Overseas)

## Conflicts of Interest

- F7. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.
- F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum, this must include:
- a. manner of operation and management;
  - b. roles and responsibilities;
  - c. standards for integrity and fair dealing;
  - d. levels of access to and protection of competitors sensitive information and Government Furnished Information;
  - e. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
  - f. the Authority's rights of audit; and
  - g. physical and managerial separation.

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

## Government Furnished Assets

F9. 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 that GFA from the named Commercial Officer.

## Standstill Period

F10. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORM 158 is sent. Where this is not a working day it extends to midnight at the end of the next working day.

## Publicity Announcement

F11. The Authority will publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition between suppliers. You should complete and return DEFFORM 539A as explained in the DEFFORM 47 Annex A and associated Appendix 1.

F12. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

F13. Under no circumstances should you confirm to any Third Party the Authority's acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

## Sensitive Information

F14. 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.

F15. For these purposes, the Authority may share within Government any of the Contractor's documentation / information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC2 Schedule 9 or SC3 Schedule 6) and consent to these terms as part of the competition process. This allows the MOD to share information with other Government departments whilst complying with our obligations to maintain confidentiality.

F16. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT/ITN) to any third party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

### **Remedies for Breach of Contract**

F17. You should be aware of the contractual remedies set out in the Contract Conditions which may apply in the event of a breach of contract by the contractor. Damages for breach of contract are not limited under the contract. However, you should also note that in exercising its rights and remedies under the contract the Authority must act in a reasonable and proportionate manner having regard to the nature and consequences of the breach of contract. If you are unsure about the potential liability under the contract, you should seek advice from the named Commercial Officer.

### **Reportable Requirements**

F18. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach these returns listed in the Annex and, where you select yes you attach the relevant information.

F19. The answers provided are for statistical or Contract Management purposes and are not evaluated. However, failure to complete this part of the Annex makes your Tender non-compliant.

F20. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your banker and the relevant bank account number upon contract award.

### **Correspondence**

F21. Any queries, whether of a Commercial or Technical nature, are to be addressed to the Commercial point of contact who will be responsible for co-ordinating the Authority's responses and making an inclusive reply. The Authority's point of contact is:

[redacted]  
JSENS & SACC Commercial  
Defence Equipment & Support  
Yew 3b #1345  
MOD Abbey Wood  
BRISTOL  
BS34 8JH

Telephone: [redacted]

E-Mail: [DESJSENS-SACC-Comrcl-SCM@mod.uk](mailto:DESJSENS-SACC-Comrcl-SCM@mod.uk) and copied to [DESJSENS-SACC-Comrcl-CM4@mod.uk](mailto:DESJSENS-SACC-Comrcl-CM4@mod.uk)

## Access to Information

F22. The Authority is committed to a competitive procurement in which, as far as practicable, a “level playing field” is maintained by the equal availability of information to all Tenderers. The Authority also believes that it is essential that there is continuing dialogue between Tenderers and the Authority during the bid preparation phase to ensure that proposals address key issues and effort is not expended on proposals and issues that are unlikely to be accepted or relevant to assessment and negotiation.

F23. Any dialogue between Tenderers and the Authority during the bid preparation phase will be held on a commercial in confidence basis. The Authority will retain the right to advise all Tenderers of issues that arise that identify errors or omissions in the ITT documentation that would prejudice the receipt of proper responses if not addressed, and any issues raised during discussions or requests for clarification / information. This will ensure all Tenderers have equal visibility of information.

F24. Tenderers should note that all correspondence undertaken by the Authority will be Subject to Contract unless specifically advised to the contrary.

## Construction of Tender

F25. All outer packaging must clearly distinguish between the Commercial and Financial proposal and the Technical proposal.

F26. Tender documents shall be on A4 or, where necessary, folded A3.

F27. For ease of reading and annotation, 1.5 line spacing should be used.

F28. A table of contents shall be supplied and an index of acronyms and abbreviations.

F29. The CDs submitted shall be certified virus free and an index file should be provided to list each file, the part of the response it relates to and on which CD it is to be found. The index should also identify which documents have not been provided electronically (if any).

## Submission of Tender

F30. This section covers, in fairly broad detail, the Authority’s requirement for the Tenderer’s response to the ITT. It provides guidance on the structure of the response and the information to be contained within the response. This should not be taken as a rulebook, but merely as a minimum requirement. The Tenderer should supply all the information necessary to enable the Authority to assess the Tender response.

## Organisation of Tender Response

F31. The response shall be structured into the following Volumes:

- a. Commercial and Financial Aspects,
- b. Technical Aspects.

NOTE: TENDERERS SHALL NOTE THAT NO PRICING DETAILS SHALL BE GIVEN IN ANY OF THE ABOVE VOLUMES OTHER THAN IN THAT OF “COMMERCIAL AND FINANCIAL ASPECTS”.

A brief description of the required content is defined below:

F32. Within each Volume, the order of comments should match the order within that part of the ITT documentation (e.g. the commentary on the Contract Conditions should be in Condition number order). Each Volume shall be contained within a separate folder.

F33. The evaluation process is described in Section D and shows in general terms how the information provided will be used in the evaluation.

### Commercial & Financial Aspects

F34. This Volume shall consist of, but shall not be limited to:

- a. If requested DEFCON 76 Limit of Liability in line with the highest layer of the Tenderer's current insurance policy or Centrally Agreed Limit of Liability. A copy of the policy certificate should be supplied.
- b. ISO 9001 or equivalent Certification documents.
- c. A specific and fully complete response to each paragraph of the Commercial Evaluation Matrix at Annex D to this DEFFORM 47 including confirmation of acceptance of the terms and conditions of the proposed Contract. Where the DEFFORM 47 and FATS Tasking Order Form paragraphs that are referred to in the Commercial Evaluation Matrix provide information but no response is required, please confirm that you have read and acknowledged it in your response.
- d. A signed version of DEFFORM 47 Annex B – DEFFORM 30 – The Electronic Transactions Agreement (if not previously provided or there is no Corporate agreement).
- e. A completed and signed DEFFORM 47 Annex A (as explained in Section E and at F18 – F19).
- f. If desired, a proposed Milestone Payment Plan which is proportionate to the value delivered in the milestone period, is payable on acceptance of a firm deliverable and in which the proposed final payment is **no less than 20% of the total cost**.
- g. The Tenderer's priced offer for the Items in the Statement of Requirements to the Tender on a signed DEFFORM 47 Annex A (Offer) and must be the total contract value inclusive of all contract lines. The priced offer must be in Pounds Sterling. In the event that competition is ineffective (only one Tender received), the Authority reserves the right to investigate the Tendered response in accordance with usual No Acceptable Price No Offer of Contract procedures.
- h. A completed Appendix 3 to the FATS Tasking Order Form (Price Summary)

F35. As well as providing details of any partnership or consortium, the Tender response shall provide an overview of his sub-contracting strategy. This shall include but not be limited to:

- a. The name and address of each sub-contractor,
- b. The value of the sub-contract, including a price breakdown,
- c. The full scope of the proposed sub-contract.

F36. A complete response to any potential Conflict of Interest in accordance with the information provided at Section D, F7 – F8.

F37. If the Tenderer identifies that Travel and Subsistence is required to undertake the work under the Statement of Requirements, the Tenderer shall include these associated costs within a MAX price element of their quotation and provide details of the assumptions and rates used to calculate them; i.e. number of meetings, location, Motor Mileage Allowance, Hotel and Subsistence per day

or overnight, Car Hire, Train etc. This Max Price element of the quotation will not be competed and should be within the rates agreed under FATS Specialist Technical Support.

### **Technical Aspects**

F38. The Tenderer shall supply a diagram and description of the organisational structure of the Team. This shall include, but shall not be limited to:

- a. The Project Team organisation, showing job function and title with lines of responsibility between individuals,
- b. Names of key personnel with full CVs detailing qualifications and experience,
- c. Reporting structure and methods,
- d. The Tender response shall define how resource conflicts and/or unavailability shall be dealt with. This shall include a clear definition of the management structure, detailing who shall take over in the event of a management element not being available.

F39. The Tenderer, within his Technical response, must clearly demonstrate that he has a thorough understanding of the requirements and associated risks; that he is able and willing to devote the resources necessary to meet those requirements, and has valid and practical solutions to satisfy them. Statements that indicate compliance and understanding, without supporting evidence, will be considered inadequate.

F40. To aid the Authority's assessment of the Tender, the Tenderer shall use the Evaluator Assessment column in the Technical Evaluation Matrix at Annex E to this DEFFORM 47 to show either the relevant section and paragraph number or a hyperlink to where in your Tender shows compliance with each of the evaluation requirements.

### **Government Furnished Assets (GFA)**

F41. The Tenderer may make requests for GFA in their proposal. This shall include start dates, duration of requirement and proposed end dates. The Tenderer is to provide an explanation as to why a particular piece of GFA is required and what the impact is for non-receipt. Subject to negotiation and agreement, this will be incorporated into the Contract. The Authority reserves the right to decline requests for GFA, where it believes that, for whatever reason, it is unable to provide such an item.

Ministry of Defence

Tender Ref No.

Tender Submission Document (Offer)

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

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

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

OFFICIAL

Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)	Yes / No
If you have not already signed a corporate level DEFFORM 30 have you attached one?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes*/No/N/A
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 – Hazardous Articles, Deliverables materials or substances statement?	Yes*/No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) No 2037/2000 of the European Parliament and of the Council of 29 June 2000? <a href="http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer">http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer</a>	Yes* / No
Are you able to support the objectives of Reservist and other supplier support to the Armed Forces?	Yes* / No
Have you attached The Bank/Parent Company Guarantee	Yes* / No / Not Required
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles	Yes / No / Not Required
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
<b>Tenderer's Declaration of Compliance with Competition Law</b>	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ul style="list-style-type: none"> <li>a. the offered price has not been divulged to any Third Party,</li> <li>b. no arrangement has been made with any Third Party that they should refrain from tendering,</li> <li>c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,</li> <li>d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and</li> <li>e. no arrangement has been made with any Third Party otherwise to limit genuine competition.</li> </ul> <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.</p>	
Dated this ..... day of ..... Year .....	
<b>Signature:</b>  (Must be original)	<b>In the capacity of</b> ..... (State official position e.g. Director, Manager, Secretary etc.)
<b>Name:</b> (in BLOCK CAPITALS)  <b>duly authorised to sign this Tender for and on behalf of:</b>  (Tenderer's Name)	<b>Postal Address:</b>  <b>Telephone No:</b> <b>Registered Company Number:</b> <b>Dunn And Bradstreet Number:</b>

## Information on Mandatory Declarations

### Part Tender

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

### Minimum Order Quantities

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

### Notification of Inventions etc.

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

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

- a. any Patent or Registered Design (or application for either) or unregistered design right you own or control which is or appears to be relevant to the Contractor Deliverables, the use of which by or on behalf of the Authority may give rise to a claim under Sections 55 or 56 of the Patents Act 1977, or Section 12 of the Registered Designs Act 1949, or Section 240 of the Copyright, Designs and Patents Act 1988;
- b. any allegation made against you, whether by claim or otherwise, of an infringement of an intellectual property right (whether a Patent, Registered Design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
- c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
- d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

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

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

### Notification of Foreign Export Control Restrictions

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

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

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

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

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

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

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

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

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

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

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

## **Overseas Expenditure**

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

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

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

## Import Duty

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

## Sub-contracts Form 1686

19. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of either Reportable OFFICIAL or OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework – Contractual Process](#) chapter. You can access a word version of Form 1686 on GOV.UK at: [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/367494/Contractual\\_Process\\_-\\_Appendix\\_5\\_form.doc](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc)

## Small and Medium Enterprises

20. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative. The MOD uses the EU definition of an SME.
21. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their subcontractors are encouraged to make their own commitment and register with the Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>.
22. Suppliers are also encouraged to work with the Authority to support the wider SME initiative. The link below to the Cabinet Office website provides information on the Government's Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative. <https://www.gov.uk/government/publications/2010-to-2015-government-policy-government-buying/2010-to-2015-government-policy-government-buying#appendix-1-making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>
23. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd  
 Web address: [www.contracts.mod.uk](http://www.contracts.mod.uk)  
 Tel No: 0845 270 7099

## Transparency, Freedom of Information and Environmental Information Regulations

24. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 (<https://www.gov.uk/government/policies/government-transparency-and-accountability>) and the information contained within DEFCON 539.
25. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

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

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

### **Electronic Purchasing**

28. Tenderers must note that use of the Authority's Purchase to Payment (P2P) system is a mandatory requirement for this contract. You can view information on the P2P system and the methods to connect at [www.d2btrade.com](http://www.d2btrade.com). Please feel free to consult the service provider on connectivity options. The Winning Tenderer will be required to sign DEFFORM 30 (Electronic Transaction Agreements) at a corporate level - if you are not already registered on P2P - and unconditionally accept DEFCON 5J (Unique Identifiers), DEFCON 129J (The Use of Electronic Business Delivery Form); and DEFCON 522J (Payment under P2P). Where Standardised Contracting 2 (SC2) or Standardised Contracting 3 (SC3) conditions are used, unconditional acceptance of all references to P2P in clause G1 is required. A failure to do so will result in your tender being non-compliant.

### **Change of Circumstances**

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

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

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

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

31. There are no MAA Requirements.

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

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

### **The Armed Forces Covenant**

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

36. The Covenant's two principles are that:

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

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

37. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at: <https://www.gov.uk/government/policies/armed-forces-covenant>.

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

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

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

39. Paragraphs 35 – 38 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.