

List of Suppliers Invited to Submit a Tender for ITT No. LSBU11/0002

Supplier Name	Supplier Address and Phone No	Supplier Point of Contact
BAE Systems	Hadley Castle Works PO Box 106 Telford Tf1 6QW 01952 224372	Andy Kirby Andy.p.kirby@baesystems.com
Ultra Electronics	Arle Court Hatherley Lane Cheltenham Gloucestershire GL51 6PN 01242 278712	Lee Benneworth Lee.benneworth@ultra-pals.com
DECA Sealand (DSG)	Building 15 Welsh road Deeside Flintshire CH5 2LS 01244 847748	Graham Hawksett Graham.hawksett@deca.mod.uk
Petards Joyce- Loebl	390 Princesway Team Valley Gateshead Tyne & Wear NE11 0TU 0191 4235145	Ian Kelley ian.kelley@petards.com
Chemring Energetics	Unit 5 Leafield Leafield Ind. Est. Corsham Wiltshire SN13 9SS 01225 846155	Steve Meecham Steve.meecham@chemringenergetics.co.uk
Qioqtiq	Glascoed Road St Asaph Denbighshire LL17 0LL 01745 588276	Philip.ainscough@uk.qioqtiq.com

**Invitation To Tender
For
LSBU11/0002 – REPAIR OF OPTICAL REPLACEMENT
UNITS (LRU'S)**

Contents

This invitation consists of the following documentation:

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

DEFFORM 47 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 and Babcock International will be conducting Procurement and Contract Management activity as the Authority’s Agent.

A2. “Tenderer means the economic operator or group of operators in the form of a consortium, including sub-contractors, 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” Schedule 2 to the Contract means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A7. The “Statement of Requirement” Schedule 5 to the Contract details the technical requirements and acceptance criteria of the Contractor Deliverables. This may include the System Requirements Document (SRD).

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.

A14. The requirement was advertised by the Authority in the Defence Contracts Online dated 14th May 2015 with reference to the requirement for The Repair of Optical Line Replacement Units (LRU’s) following the Restricted Procedure under the Defence and Security Public Contracts Regulations 2011.

ITT Documentation and ITT Material

A15. 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 A15.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation, or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. 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'.

A16. Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A15 above.

Tender Expenses

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

Material Change of Control from Supplier Selection

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

Contract Conditions

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

A19. The full text of the Contract conditions are attached.

Section B – Key Tendering Activities

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

Stage	Date and Time	Initiated By	Submit to:
Final date for Clarification Questions / Requests for additional information	23 rd October 2015	Tenderers	Mr Niki Nye
Final Date for Requests for Extension ¹	30 th October 2015	Tenderers	Mr Niki Nye
The Authority issues Final Clarification Answers	28 th October 2015	The Authority	All Tenderers ²
Tender Return	11 th November 2015	Tenderers	The Tender Board, using DEFFORM 28

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.
3. Negotiations are only permitted under the Negotiated procedures.

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

C1. You must Tender for all the Contractor Deliverables listed in the attached Schedule of Requirements. The Authority reserves the right to reject your Tender where you have not tendered for all of the Contractor Deliverables.

Please note: No Technical Repair Specifications or Drawings will be provided as part of this Tender. Potential Providers are advised to approach the Original Equipment Manufacturer (OEM).

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 and detail any price breakdowns which must be included in the Tender.

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 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. You may submit a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITT Documentation. The Authority will give full and careful consideration to any permitted variant bids received. Any variant bid should, as far as possible, meet the attached Conditions of Tendering and Contract Conditions.

C7. Where you submit a variant bid, you are required to submit two Tenders, one against the Statement of Requirement and one variant bid. The standard Tender must meet the 'minimum' tender evaluation criteria as set out in Section D (Tender Evaluation), and must be submitted in accordance with the Conditions of Tendering. Variant bids will be evaluated in accordance with the tender evaluation criteria as set out in Section D (Tender Evaluation) and must be submitted in accordance with the Conditions of Tendering.

Section D – Tender Evaluation

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

The Tender Evaluation will be on the basis of: Most Economically Advantageous Tender (MEAT).

This is a comparative score and the scoring method is worked out using the ratio Technical 50% and Price 50% calculation. The optimum is the highest technical and lowest price, this together would get the highest total score. If you had the highest technical score but your price was double than that of the lowest priced compliant Tender, this would receive a lower total score.

To give a total score the following calculation shall be used:

**Technical 50% (375 Marks)
Price 50%**

Mandatory Criteria:	
Mandatory Criteria: Commercial/Technical Compliance	
Returns completed in DEFFORM 47 Annex A (Offer)	Pass / Fail
Commercial Compliance Matrix – in DEFFORM 47 Annex B	Pass / Fail
The Potential Provider will be responsible for sourcing spares required to effect repairs in accordance with Original Manufacturer’s Specification (OEM). All spares MUST be in accordance with the current design specification. Can the Potential Provider confirm they/or their Sub-Contractors are able to repair Articles in accordance with the OEM specifications or gain access to the repair specification to fulfil this requirement. (Evidence of this MUST be provided)	Yes / No
Failure to meet the Mandatory Criteria will result in your Tender being non-compliant.	
Each individual criterion will have scoring mechanisms and weightings as follows:	
Confidence Rating	Score
High Confidence	100%
Good Confidence	70%
Low Confidence	30%
Concerns	0%

1. TECHNICAL		
{1.1} Configuration Control/Testing		
Demonstrate how the configuration of Articles will be maintained to the correct build standard following repair, and provide details of how the Articles will be tested both during and following repair.		
Total marks available for this question 125		
Weighting 25%		
0	Concerns	<p>The Potential Provider has failed to provide suitable evidence to show how the configuration of Articles will be maintained, and repaired to the correct build standard.</p> <p>The Potential Provider has failed to demonstrate how all Articles will be tested to ensure they meet required output standards.</p>
30	Low Confidence	<p>The Potential Provider has outlined a process for the repair activity, but are unable to demonstrate a process for all required items or suitable sub-contractors.</p> <p>The Potential Provider has failed to demonstrate how all Articles will be tested to ensure they meet required output standards.</p>
70	Good Confidence	<p>The Potential Provider has explained the process to ensure that Articles are repaired to the correct build standard and configuration, and that they are able to sub-contract to suitable organisations for the repair of other items where this process is not directly available to them.</p> <p>The Potential Provider has demonstrated a robust process to show how the various Articles will be tested to ensure they meet required output standards.</p>
125	High Confidence	<p>The Potential Provider has provided detailed evidence and fully explained their processes to ensure that Articles are repaired to the correct build standard and configuration.</p> <p>The Potential Provider has provided full details and supporting evidence to show how the various Articles will be tested to ensure they meet required output standards.</p>
{1.2} Urgency and Surge Requirements		
Please describe what procedures are in place to support urgent requirements (i.e. improved turn-round time for set number of Articles) and surge requirements (i.e. ability to cope with an uplift in the workload over a period of time).		
Total marks available for this question 125		
Weighting 25%		
0	Concerns	The Potential Provider fails to demonstrate how urgent and/or surge requirements would be met.
30	Low Confidence	For those items they intend to sub-contract, the Potential Provider has suggested a route but has failed to provide suitable evidence to show that this route has the required capacity to fulfil the potential requirements of the repair activity. The Potential Provider fails to demonstrate how urgent and/or surge requirements would be met.

75	Good Confidence	The Potential Provider demonstrates that the company and/or the sub-contractor have a flexible approach that will allow urgent requirements to be dealt with in a timely manner, and an ability to cope with surge.
125	High Confidence	The Potential Provider fully demonstrates that the Company have a flexible approach that will allow urgent requirements to be prioritised both in manpower and access to necessary spares. The Potential Provider also demonstrates the plans and methods in place to ensure that they would be able to accommodate a surge in requirement if required.
{1.3} Compliance With Turn-Round-Times		
Please demonstrate what procedures are in place to ensure your turn-round-times are achieved.		
Total marks available for this question 125		
Weighting 25%		
0	Concerns	The Potential Provider has stated that they are unable to provide any commitment to turn-round times due to issues out of their control.
30	Low Confidence	The Potential Provider has failed to clearly demonstrate the measures they will take to ensure their expected turn-round times are achieved.
75	Good Confidence	The Potential Provider has outlined the measures they will take to ensure their expected turn-round times are achieved
125	High Confidence	The Potential Provider has clearly demonstrated detailed measures to ensure their turn-round times are achieved. Providing examples of previous occasions where they have applied these measures to ensure delivery against the turn-round time.
{1.4} Obsolescence Management		
Please describe what arrangements are in place for dealing with obsolescence issues and spares sourcing. Demonstrate how/where you would source the material necessary to undertake this requirement.		
Total marks available for this question 125		
Weighting 25%		
0	Concerns	The Potential Provider has failed to demonstrate an effective process for managing obsolescence. The Potential Provider has failed to provide information regarding how/where they would source the material necessary for this requirement
30	Low Confidence	Arrangements for managing obsolescence and spares sourcing are not covered in sufficient detail. The Potential Provider has provided limited information regarding how/where they would source the material necessary for this requirement..
75	Good Confidence	The Potential Provider has provided details of formal arrangements currently in place for dealing with obsolescence issues and spares sourcing. The Potential Provider has provided process information regarding how/where they would source the material necessary for this requirement
125	High Confidence	The Potential Provider has demonstrated a robust and proactive processes for dealing with obsolescence issues and spares sourcing. The Potential Provider has provided detailed information regarding how/where they would source

		the material necessary for this requirement, and provided supporting evidence, such as a Supply Chain Network Map.
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Babcock DSG reserves the right to exclude any bidder who scores a concern on any question

Pricing – Schedule 2 Appendix A

The pricing element of this Tender will be scored using the pricing supplied from the four Potential Providers.

Total Available Marks for Pricing 50%

$$\text{Pricing Score} = \text{Total Available Marks} \times \left[\frac{\text{Lowest Priced Technically and Commercially Compliant Tender Suppliers Tender Price}}{\text{Suppliers Tender Price}} \right]$$

Below is an *example calculation*:-

$$\begin{aligned} &= 50 \times \left[\frac{\text{Lowest Priced Technically and Commercially Compliant Tender (£1,189.621)}}{\text{Suppliers Tender Price (£1,356.721)}} \right] \\ &= 50 \times 0.877 \\ &= 43.84 \text{ (43.8 rounded to one decimal place)} \end{aligned}$$

Following the Technical Evaluation, the score will be added to the score achieved for price to provide a total overall score for each bid and the Contract will be awarded to the Tenderer with the highest score.

In the event that the same score is achieved by more than one bidder the Contract will be awarded to the Tender with the lowest price providing it meets the minimum technical score.

The Authority reserves the right to consider any bid with a technical score of 120 or less to be technically non-compliant.

Please provide with your Tender submission the cost breakdowns and supporting information listed below:

Hourly / Day Rates

The rates used i.e. Labour rates, Technical Support, Administration

Materials

The cost of any raw materials. Please provide a copy of any quotes or invoices with your Tender.

Significant Sub-contractor Costs, e.g.

The cost of bought in facilities, services and / or parts. Please provide a copy of the sub-contractor quotation / invoice with your Tender. You are encouraged to run a competition at sub-contractor level and advertise opportunities in the MOD Defence Contracts Bulletin, where appropriate.

Profit Rate

State the Profit Rate you are proposing to apply to the contract costs.

Risk / Opportunities

State whether you have included any contingency for risks and the details on how this has been calculated. State any opportunities that you foresee, e.g. exchange rate movement.

Levels of Repair – Definitions

With your Tender submission, you must provide a breakdown of activities undertaken for each item against the level of repair as detailed on the Appendix A to Schedule 2.

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 reserve the right to reject any Tender received after the stated date and time. You must provide 1 unpriced and 1 priced copy and 1 CD of your Tender. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.
- E2. You must upload electronic copies of your Tender to niki.nye@dsg.mod.uk after 2pm on 12th November 2015.
- 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 the 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 price 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 a DEFFORM 159. 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 05-99. 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 and consent to these terms as part of the competition process. This allows the MOD to share information with other Government departments while complying with our obligations to maintain confidentiality.

Remedies for Breach of Contract

F16. Damages for breach of Contract are not limited under the Contract. However, you should also note under DEFCON 514 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

F17. 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.

F18. 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.

F19. 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 on contract award.

Conditions of Tendering Specific to this Requirement

F20. Options

The Authority requires option prices for:

Option Year 1 – December 2020 – December 2021 (Estimated dates)

Option Year 2 – December 2021 – December 2022 (Estimated dates)

You must provide prices against the options at Appendix A to Schedule 2. The option prices must be firm (Non-Variable)

If your Tender is successful you will be expected to provide that option requirement in contract condition Schedule 3 Condition A24. The Authority will not waive any rights under the said contract condition.

F21. Sustainable Procurement

Sustainable Development

The Authority is very committed to achieving sustainable development goals through educating the supply chain, developing performance measures and sharing best practice. This is not a condition to working with the Authority now or in the future, nor part of the contract. It is however a commitment on our part to encourage and support sustainable development and we are committed to working with you to this end. The Authority very much hopes that you share this commitment and we will discuss sustainable development further with the successful Tenderer during the performance of any resultant contract.

Joint Statement on Access to Skills, Trade Unions and Advice in Government Contracting

The Government is committed to improving the quality of services delivered under our contracts and improving the skills of those working on these. This is an ideal shared by the Confederation of British Industry and Trade Union Conference and the Authority encourages all Tenderers to demonstrate their commitment to improving the skills of their workforce. This can be done by signing up to the Sustainable Workforce Pledge. This is not a condition of working with the Authority now or in the future, nor part of the contract. It is however a commitment on your part to actively encourage and support your staff to gain skills and we are committed to working with you to this end. The Authority very much hopes you will want to show your commitment in this way and we will discuss skills improvement further with the successful Tenderer during the performance of any resultant contract.

Further information about apprenticeships including a full list of available frameworks can be found at: www.apprenticeships.org.uk

Further information on the Sustainable Workforce Pledge is available via the ProSkills website: <http://proskills2.users35.interdns.co.uk/skillspledge>

In respect of any goods, services or works likely to be required for the performance of any resultant contract, the Tenderer shall provide the Authority with the following information:

- A full list of material content used in the [product, service or works], that is not covered by specific reporting requirements in the ITT Documentation;
- Specify whether, and provide evidence that, recycled, reusable or biodegradable products have been considered for performance of the resultant contract and suggest ways that such products could be used;

- Explain the potential for and risk of pollution (land, air and water) from performance of the resultant contract and demonstrate how the Tenderer intends to manage this risk;
- Verify that all waste products used in the performance of the resultant contract will be dealt with in sustainable way and in accordance with applicable environmental legislation;
- Specify an estimate of the energy [specify relevant units] for [manufacture of the product, or delivery of the service or works] and suggest ways that energy efficiency can be improved;
- Demonstrate that the performance of the resultant contract will not have an adverse impact on employee welfare or health and safety.

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.

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

regards to SMEs?	
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? (Please choose Not Required if your Company is NOT P2P enabled)	Yes / No/ Not Required
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? http://ozone.unep.org/new_site/en/montreal_protocol.php	Yes* / No
Are you able to support the objectives of Reservist and other supplier support to the Armed Forces?	Yes* / No
Have you attached The Bank / Parent Company Guarantee?	Yes* / No / Not Required
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
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).	
Tenderer's Declaration of Compliance with Competition Law	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ol style="list-style-type: none"> the offered price has not been divulged to any Third Party, no arrangement has been made with any Third Party that they should refrain from tendering, no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, no discussion with any Third Party has taken place concerning the details of either's proposed price, and no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.</p>	
Dated this..... day of Year	
Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number: Dunn And Bradstreet number:

Information on Mandatory Declarations

Part Tender

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

Minimum Order Quantities

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

Notification of Inventions etc.

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

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

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

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

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

Notification of Foreign Export Control Restrictions

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

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

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

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

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

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

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

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

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

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

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

Overseas Expenditure

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

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

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

Import Duty

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

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

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

Sub-contracts Form 1686

19. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of either Reportable OFFICIAL or OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework – Contractual Process](#) chapter. You can access a word version of Form 1686 on GOV.UK at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/28522/1686UKSubcontractor.pdf

Small and Medium Enterprises

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

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

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

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

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

Transparency, Freedom of Information and Environmental Information Regulations

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

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. It is the intention to operate electronic trading. Babcock is developing an electronic payment system; all potential suppliers will be notified of the new system and migration plan in due course.

Change of Circumstances

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

Asbestos, Hazardous Items and Depletion of the Ozone Layer

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

Reservist and other Supplier Support to the Armed Forces

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

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

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

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

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

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

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

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

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

37. Please provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in

which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included in the websites.

Email address: covenant-mailbox@mod.uk

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

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

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

Military Aviation Authority (MAA) Requirements

40. There are no MAA Requirements.

Bank or Parent Company Guarantee

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