



Ministry
of Defence



FOI Section 40(2) – Personal information

FsAST Commercial



FOI Section 40(2) – Personal information



Defence Equipment & Support
NH1 Atrium #1027 Walnut 2B
MOD Abbey Wood
Bristol
BS34 8JH



5-Sep-22

Our Ref: RCRITN

Dear Sir/Madam

Invitation To Negotiate (ITN) Reference No. 701577386_RAF CAM Relocation

1. You are invited to tender for RAF CAM Relocation in competition in accordance with the attached documentation.
2. The requirement is for the procurement of a new building at RAF Cranwell with suitable infrastructure which will house RAF CAM equipment. In scope is the procurement of some new equipment and moving some existing equipment from RAF Henlow to the new building. Once this initial system has been delivered there will be a continuing requirement to provide support and maintenance for the equipment.
3. The anticipated date for the Contract Award decision is 19 September 2023, please note that this is an indicative date and may change.
4. You must submit your Tender to the Defence Sourcing Portal by 29 September 2022 at 17:00.

Yours faithfully

FOI Section 40(2) – Personal information

FsAST Senior Commercial Officer

Invitation To Negotiate
for
701577386_RAF CAM Relocation

Contents

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

This invitation consists of the following documentation:

1. DEFFORM 47

Reference	Document Title	Page/Document Reference
DEFFORM 47	Invitation To Negotiate. The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:	
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Annex A Appendix 1	Information on Mandatory Declarations	Page 27
Annex B	Evaluation Strategy	2. RAF CAM DEFFORM 47 Annex B Evaluation Strategy OSC
Annex B Appendix 1	Net Present Value (NPV) Cost Breakdown	3. RAF CAM DEFFORM 47 Annex B Appendix 1 NPV Cost Template OSC
Annex B Appendix 2	Pre-contract BIM Execution Plan (BEP) Compliance against MODs BIM Requirements	4. RAF CAM DEFFORM 47 Annex B Appendix 2 Pre- Contract BIM Execution Plan Compliance against MODs BIM Requirements OSC

Annex B Appendix 3	BEP Evaluation Assessment Criteria v5.0A (5 Point Criteria)	5. RAF CAM DEFFORM 47 Annex B Appendix 3 BEP Evaluation Assessment Criteria OSC
Annex C	Commercial Compliance Matrix	6. RAF CAM DEFFORM 47 Annex C Commercial Compliance Matrix OSC
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Annex E	Dependencies Assumptions Risks & Exclusions (DARE)	8. RAF CAM DEFFORM 47 Annex E DARE OSC
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Annex F	Contractors Proposed Changes	10. RAF CAM DEFFORM 47 Annex F Contractors Proposed Changes OSC
Annex G	Contract Position Paper	11. RAF CAM DEFFORM 47 Annex G Contract Position Paper OSC
Annex G Appendix 1	Contract Part 1 Genesis Table	12. RAF CAM DEFFORM 47 Annex G Contract Part 1 Genesis Table OSC
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Annex H	Clarification Table	14. RAF CAM DEFFORM 47 Annex H Clarification Table OSC
Annex I	Standards Accessibility Also referred to Scope P1 – Policy 1 Guidance Document	15. RAF CAM DEFFORM 47 Annex I Standards Accessibility OSC
Annex J	Contract DEFFORMS Contract Reference <i>DEFFORMS for the Royal Air Force Centre of Aviation</i>	16. RAF CAM DEFFORM 47 Annex J Contract DEFFORMS OSC

	<i>Medicine (RAF CAM) Relocation Project - Part 2</i>	
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17.Additional ITN Documentation

Document Title	Document Reference
Commercial Documentation	
Front Sheet	1 Document marked: Doc 1: 1. RAF CAM Front Sheet Terms and Conditions applicable to Part 1 & 2 of Contract
Contract Terms and Conditions (As per the contents table in the Terms and Conditions) Part 1: Infrastructure and Equipment Procurement (includes the Scope and any additional Schedules, Annexes and Appendices)	2 Separate Documents marked: Doc 1: 2. RAF CAM Contract Part 1 NEC4 Option C – Main Contract X Clauses Core and Contract Data OSC Doc 2: 3. RAF CAM Contract Part 1 NEC4 Option C – Z Clauses OSC
Contract Terms and Conditions (As per the contents table in the Terms and Conditions) Part 2: Equipment Maintenance and Support (includes the Scope and any additional Schedules, Annexes and Appendices)	2 Separate Documents marked: Doc 1: 2. RAF CAM Contract Part 2 Terms and Conditions OSC Doc 2: 3. RAF CAM Contract Part 2 Schedules 1 – 19 OSC

SECTION A - INTRODUCTION

Definitions

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

A1. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.

A2. "Compliance Regime" is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.

A3. "Conditions of Tendering" means the conditions set out in this DEFFORM 47 that govern the competition.

A4. A "Consortium Arrangement" means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.

A5. "Contract" means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.

A6. "Contract Terms & Conditions" means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.

A7. "Contractor Deliverables" means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.

A8. "Cyber Security Model" means the model defined in DEFCON 658.

A9. "Defence Sourcing Portal" means the electronic platform in which Tenders are submitted to the Authority.

A10. "Government Furnished Information" means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.

A11. "ITN Documentation" means this ITN and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this ITN.

A12. "ITN Material" means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITN.

A13. "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 or pricing terms in relation to each Contractor Deliverable.

A14. The "Scope" means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A15. A 'Sub-Contractor' means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

A16. A "Sub-Contracting Arrangement" means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be

the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

A17. A “Tender” is the offer that you are making to the Authority.

A18. “Tenderer” means the economic operator submitting a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.

A19. A “Third Party” is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

Purpose

A20. The purpose of this ITN is to invite you to submit a Tender, in accordance with the instructions set out in this ITN, to propose a solution and best price to meet the Authority’s requirement. This documentation explains and sets out the:

- a. timetable for the next stages of the procurement;
- b. instructions, conditions and processes that governs this competition;
- c. information you must include in your Tender and the required format;
- d. administrative arrangements for the receipt and evaluation of Tenders;
- e. criteria and methodology for the evaluation of Tenders; and
- f. Contract Terms & Conditions

A21. The sections in this ITN and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A22. This requirement was advertised by the Authority in Find a Tender dated 15 November 2021 under the following reference 2021/S 000-028533

A23. This ITN is subject to the Defence and Security Public Contracts Regulations 2011.

A24. This ITN has been issued to all potential Tenderers chosen during the supplier selection stage under the [Restricted / Competitive Negotiated (delete as appropriate)] procedure.

A25. Tenderers can be found within 5 days of ITN Issue on the Contract Bidders Notice as advertised on the DSP.

A26. Funding is due to be approved during July 2023 for this requirement.

ITN Documentation and ITN Material

A27. ITN Documentation, ITN 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 ITN Documentation and ITN Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITN 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 ITN;
- c. seek written approval from the Authority if you need to provide access to any ITN Documentation or ITN Material to any Third Party;

- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A27.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITN Documentation or ITN Material (or use beyond the original purpose), or further use of ITN Documentation or ITN Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. immediately confirm destruction of (or in the case of software, that it is beyond use) all ITN Documentation, ITN Material and derived information of an unmarked nature, should you decide not to respond to this ITN, 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 ITN Documentation and ITN Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A28. Some or all of the ITN Documentation and ITN Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A27 above.

Tender Expenses

A29. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

Consortia and Sub-Contracting Arrangements

A30. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

Material Change of Control

A31. You must inform the Authority in writing as soon as you become aware of:

- a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;
- b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or

- c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and
- d. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:
 - i. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;
 - ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;
 - iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and
 - iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

A32. If a change described in paragraph A31 occurs, the Authority may reassess you against the PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to proceed with the procurement.

A33. In relation to a change described in paragraph A31, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement

A34. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of its responses to the PQQ if:

- a. it fails to re-submit to the Authority the updated relevant section of its PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than 21 business days following request from the Authority; or
- b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

Contract Terms & Conditions

A35. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via the [Knowledge in Defence \(KiD\) website](#).

A36. The Contract Terms & Conditions are attached. Tenderers should refer to the Position Paper at Annex G to this DEFFORM 47 for an explanation of the construct of the Contract. There are 2 Genesis Tables appended to the Position Paper which show the origin of the clauses for each part of the Contract.

Other Information**A37. The Armed Forces Covenant**

a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.

b. The Covenant is based on two principles:

i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and

ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

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

c. [The Armed Forces Covenant](#) provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.

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

Email address: employerrelations@rfca.mod.uk

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

e. Paragraph A37 a to d 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.

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:
Invitation to Contract Read Through	16 June 2022 at DE&S, Abbey Wood, Bristol, BS34 8JH Time: 12-14:00	The Authority	All Tenderers (e-mail issued to Tenderers on Wed 08/06/2022)
Date for Confirmation of attendance at Contract Read Through	13 June Close of Business	Tenderers	FOI Section 40(2) – Personal information
Invitation to Tenderers' Conference	19 July 2022 at RAF Henlow. Time: 13:00 – 16:00 20 July 2022 at RAF Cranwell. Time: 10:00 – 12:00	The Authority	All Tenderers
Date for Confirmation of attendance at Tenderers' Conference	30 June 22 by 17:00	Tenderers	FOI Section 40(2) – Personal information
Final date for Clarification Questions / Requests for additional information	Final Clarification Questions / Requests for additional information – 25 August 2022 at 17:00	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	Final Clarification Answers issued - 08 September 2022 at 17:00	The Authority	All Tenderers
Tender Return	Tender Return - 29 September 2022 at 17:00	Tenderers	Defence Sourcing Portal
Tender Evaluation	Tender Evaluation – 21 December 2022	The Authority	N/A
Final date for evaluation Clarification Questions	Final evaluation Clarification Questions / Requests for additional information – 07 December 2022	The Authority	Defence Sourcing Portal
Negotiations	February 2023	The Authority	N/A

Stage	Date and Time	Initiated By	Submit to:
Revise or Confirm Offer (ROCO)	April 2023	The Authority	N/A
Final date for Clarification Questions	May 2023	The Authority	Defence Sourcing Portal
The Authority issues Final Clarification Answers	June 2023	The Authority	All Tenderers
Contract Award	19 September 2023	The Authority	

Notes

Contract Read Through

B1. A Contract Read Through is being held as indicated in the table above, it enables the Authority to present the Position Paper referenced at Annex G to this DEFFORM 47 and walk-through the construct of the Contract. It also provides all Tenderers the opportunity to ask questions about the construct of the Contract. The Tenderer must provide the name(s) of those who wish to attend the Tenderers Conference to the abovenamed contact, by the date shown, so that access can be arranged. A maximum of 3 attendees for each Tenderer will be permitted. A copy of any presentation materials along with any questions raised and answers provided will be issued to all Tenderers after the event. To maintain the integrity of the competition it is essential that all Tenderers are able to attend.

Tenderers Conference

B2. A Tenderers Conference is being held as indicated in the table above. This will enable the Authority to present the RAF CAM Relocation requirement to all Tenderers at the same time. It also provides Tenderers the opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those who wish to attend the Tenderers Conference to the abovenamed contact, by the date shown, so that access to the site can be arranged. A maximum of 6 attendees will be permitted. A copy of the presentation along with any questions raised and answers provided will be issued to all Tenderers regardless of attendance to the Tenderers Conference.

Clarification Questions

Prior to Bid Submission

B3. The Authority has provided a Clarification table at Annex H to the DEFFORM 47 which should be used for all Clarifications regarding the ITN Documentation. It should be noted that there is a tab to maintain version control. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

After Bid Submission

B4. Details on the Bid Clarification Process once a bid has been submitted can be found in Annex B (Evaluation Strategy) to this DEFFORM 47.

Tender Return

B5. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

Negotiations

B6. Further details regarding Negotiations can be found in Annex B (Evaluation Strategy) to this DEFFORM 47. It should be noted that the Authority requests that Potential Tenderers provide facilities for negotiation meetings to take place in Bristol and will confirm the dates of any such meetings at the earliest opportunity including a provisional agenda.

SECTION C - Construction of Tenders

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Price. A price breakdown must be included in the Tender.

C2. To assist the Authority's evaluation, you must set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C3. Your Tender must be valid and open for acceptance for 6 months from submission of the ROCO. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

Structure of Bid Proposal

C4. Your Tender should reflect the structure captured in Table 2 in Annex B to the DEFFORM 47 (Evaluation Strategy). Each of the 5 Scored Sections should be clearly presented as a volume/chapter in its own right to aid the Authority in its Evaluation of the Tender.

For example, the response to Questions 5 – 9 (Scored Section 2 – Infrastructure) should all be presented in one clearly marked volume/chapter. In addition, where relevant, there should be clear cross referencing to any other information that is featured in a different part of the Tender for a different Scored Section.

SECTION D - Tender Evaluation

D1. Annex B (Evaluation Strategy) to this DEFFORM 47 details how your Tender will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria.

D2. Annex B (Evaluation Strategy) to this DEFFORM 47 provides further details on the negotiation process.

SECTION E - Submission of your Tender

E1. Your Tender and any ITN Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by **29 September 2022 at 17:00 BST**. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority.

E2. You must provide via the DSP one priced copy of your Tender and one unpriced copy. Both copies should be clearly labelled and easily identifiable. You must ensure that there are no

prices present in your unpriced copy. The Authority has the right to request, at its discretion, that any pricing information found in the unpriced copy is redacted in accordance with paragraph E3.

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

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact **FOI Section 40(2) – Personal information** and **FOI Section 40(2) – Personal information** if you have a requirement to submit documents above OFFICIAL SENSITIVE

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact **FOI Section 40(2) – Personal information** and **FOI Section 40(2) – Personal information** to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to DSP with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications.

E6. Documents to be included in Tender Response

No.	Document Ref
1	Commercial Proposal (priced)
2	Technical Proposal (un-priced) Formed of the answers from the ITN Questions)
3	Completed Commercial Compliance Matrix
4	Completed Technical Compliance Matrix
5	Completed DEFFORM Responses (as highlighted in Annex C to the DEFFORM 47 – Commercial Compliance Matrix)
6	Completed Contract Data Sheet (Part 1 of the Contract)
7	Parent Company Guarantee confirmation
8	Deliverable Quality Plan
9	DEFFORM 47 Annex F Completed Contractor's Proposed Changes

10	Completed DEFFORM 47 Annex B Appendix 1 NPV
11	Completed DEFFORM 47 Annex B Appendix 2 Pre-Contract BIM Execution Plan (BEP) Compliance against MODs BIM Requirements
12	Completed DEFFORM 47 Annex F Contractors Proposed Changes
13	Completed DEFFORM 47 Annex F Appendix 1 Contractor DARE
14	Completed (where applicable) DEFFORM 47 Annex J Contract DEFFORMS

Lots

E7. This requirement has not been split into lots.

Variant Bids

E8. The Authority will not accept variant bids.

E9. You should send any samples to the named Commercial Officer after the Tender return date.

E10. The Authority may retain all samples for twelve (12) months from the Tender return date. After this period, the Authority will destroy the samples unless you specifically state you require their return. The Authority may keep samples associated with a successful Tender indefinitely.

E11. Samples that are consumed will not be returned.

SECTION F - CONDITIONS OF TENDERING

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

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

- a. vary the terms of this ITN in accordance with applicable law;
- b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
- c. visit your site;
- d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITN;
- e. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic PQQ or the tender process;
- f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34;
- g. withdraw this ITN at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;

h. re-issue this ITN on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014;

i. choose not to award any Contract as a result of the current tender process;

j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F3. The Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C3.

Conforming to the Law

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

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

Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

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

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

F8. Where you have advised the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or

where any other actual or potential conflict of interest (COI) exists or arises at any point before the Contract award decision, you must notify the Authority immediately.

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

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

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

Government Furnished Assets

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

Standstill Period

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

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

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

Sensitive Information

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

value for money, related aspects of good procurement practice and answering Freedom of Information requests.

F16. For these purposes, the Authority may share within Government any of the Tenderers documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any sensitive material in the DEFFORM 539A and consent to these terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this 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.

Reportable Requirements

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

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

Further Information on the RAF CAM Relocation Contract Requirement and Tender

The below table covers additional information about the RAF CAM ITN/Contract. F20 covers information, which is specific to the RAF CAM Tendering Process, F21 covers information specific to Part 1 of the Contract (NEC), F22 covers information that applies to both Parts of the Contract and finally F23 covers information specific to Part 2 of the Contract (Maintenance and Support).

F20. Tender Specific Information	F21. Part 1 of the Contract (NEC)	F22. Part 1 & 2 of the Contract	F23. Part 2 of the Contract (Maintenance and Support)
<ul style="list-style-type: none"> • Compliance • Amendment of Technical/Commercial Documentation • DID Submission as part of the ITN • Social Value KPI • Tenderer Accessibility of Standards/Government Information • Proposed Changes • DEFFORM Return 	<ul style="list-style-type: none"> • NEC Contract Data Requirement • Sustainable Procurement • Retention Bond • Project Bank Account • Milestone Payments 	<ul style="list-style-type: none"> • Limiting of a Contractor's Liability • Transfer of Undertakings (Protection of Employment) (TUPE) • KPI's: Transparency • Security • Modern Slavery • DEFCON Edition Numbers • Insurance 	<ul style="list-style-type: none"> • License • Spares • Option Years

F20. Tender Specific Information

Compliance

The Authority has included a Commercial and Technical Compliance Matrix (Annex C & D to this DEFFORM 47) which must be completed by the Tenderer as part of the bid submission. Each Compliance Matrix requests the Tenderer to confirm their compliance. Where there is anything other than full compliance Tenderers must, as part of the response to the Project Management Question (Question 4) address these areas, which will then be evaluated by the Authority. Where necessary the Authority will use the clarification process, captured as part of Annex B to the DEFFORM 47, to establish if any partial/non-compliance responses are acceptable to the Authority and therefore results in a Pass.

Amendment of Technical/Commercial Documentation

Once the ROCO Evaluation has been completed and the winner determined, as detailed in Annex B to the DEFFORM 47 (Evaluation Strategy), the Authority will update the RAF CAM Documentation to reflect any changes which have been agreed between the two parties. All documentation which has been subject to change will be issued back to the Tenderer for their agreement approximately 1 month before Contract Award. It may be necessary to have a meeting

of the two parties to finalise any changes. Any such meeting is expected to take place at DE&S Abbey Wood, Bristol, BS34 8JH, but this may be subject to change.

DID Submission as part of the ITN

There are two lists of DID's, one in the Part 1 Scope of the Contract and another in the Part 2 Scope. As part of the bid submission Tenderers shall submit draft DIDs in accordance with the list provided in the Part 1 Scope.

Social Value KPI

There is a Social Value KPI included for both Part 1 & 2 of the Contract. The way this KPI is measured/rated will be dependent on the Tenderers proposed solution. The Tenderer will need to complete the Source of Measurement and Rate of Performance and included as part of the proposed solution which will then form part of the Authority's Evaluation for the Social Value Question (Question 19).

Tenderer Accessibility of Standards/Government Information

Annex I to the DEFFORM 47 provides a list of the Standards that Tenderers will need to access. If there are any access issues these should be addressed by submitting a Clarification to the Authority.

Proposed Changes

Annex F to the DEFFORM 47 is to be used to capture any proposed alterations to the Contract in the event that a Tenderers proposed solution deviates from any of the assumptions that we have made, as captured at Annex E to the DEFFORM 47 (DARE). Annex F can also be used to capture any other proposed changes. Each proposed change should be supported by clear references to the ITN Documentation and provide a supporting explanation for the request.

DEFFORM Return

The Commercial Compliance Matrix (DEFFORM 47 Annex C) identifies the DEFFORMS that should be returned as part of the Tender response. Please note that these are grouped together and captured at the end of each tab. Should the Tenderer consider any other DEFFORMS to be relevant for their proposed solution then these should be included as a proposed change in the DEFFORM 47 Annex F (Proposed Contractor Changes).

F21. Part 1 of the Contract

NEC Contract Data Sheet

Part 1 of the Contract includes a Contract Data Sheet which has been partially completed by the Authority. The Tenderers are requested to complete and include the Contractors section as part of the Tender response.

Sustainable Procurement

- a. 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.

- b. 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. [The Apprenticeships website](#) provides further information about apprenticeships including a full list of available frameworks can be found. Further information on the Sustainable Workforce Pledge is available via the [ProSkills website](#).

i. Social Value:

It has been mandated by Central Government that new procurements, from January 2021 and in excess of 10M, shall implement Social Value as part of the Tender Evaluation Process. The assessment weighting has been agreed at 10% and will focus on tackling economic inequality, specifically covering:

- Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.
- Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, Small Medium Enterprises (SMEs), Voluntary Community and Social Enterprises (VCSE) and mutual.
- Support innovation and disruptive technologies throughout the supply chain to deliver lower cost and/or higher quality goods and services.
- Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity.

- c. Where the sustainable outcomes for the procurement will have a material effect on the environment include: 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; and
- demonstrate that the performance of the resultant Contract will not have an adverse impact on employee welfare or health and safety.

Retention Bond

A Retention Bond of 5% has been incorporated into the Contract, Part 1, Phase 2. Tenderers should refer to the Contract Terms and Conditions for Part 1 of the Contract for further information.

Project Bank Account

Under the Terms of the NEC the Authority is to utilise a Project Bank Account to facilitate payments to the Prime and any companies forming part of the Supply Chain. Tenderers should refer to the Contract Terms and Conditions for Part 1 of the Contract for further information. This will be signed as Deed.

Milestone Payments

Tenders should include a proposed Milestone Payment Plan against Project Milestones as stated in the Scope for Part 1 of the Contract, Stage 1 (Early Contractor Involvement).

F22. Applies to Parts 1 & 2 of the Contract

Limiting of a Contractors Liability (LoCL):

Details can be found at, Part 1: RAF CAM Pt 1 Main Contract X.18.1.4 and Part 2: RAF CAM Pt 2 T&C's Clause 28.3.1

Where a Tenderer proposes to transfer, either wholly or partially, both a risk and the associated financial liability to the MOD, the Contractor must supply supporting evidence to enable the Authority to assess Value for Money. There are several options that the Contractor might propose to address a risk, for example (but not limited to), Insurance or contracted risk mitigation activities.

Any proposed changes to the LoCL limits should be included in Annex F to the DEFFORM 47 (Contractor's Proposed Changes)

Transfer of Undertakings (Protection of Employment) (TUPE)

Details can be found at Part 2 of the Contract Clause 52.

KPI's: Transparency

Transparency:

In accordance with the Government's principles for transparency the Authority will be including publishable KPI's for both Part 1 & 2 of the Contract. Details of these KPI's can be found at RAF CAM Pt 1 Main Contract Pt 4 Appendix 1, Part 1 of the Contract and RAF CAM Pt 2 Schedules Schedule 6 to Part 2 of the Contract. The KPI's selected are considered to be the most relevant in demonstrating whether the contract is delivering its objectives and will be measured quarterly.

Tenderers can find more information on Government Transparency in the DEFFORM 47 section marked 'Transparency, Freedom of Information and Environmental Information Regulations' in Appendix 1 to DEFFORM 47.

Security

The RAF CAM Relocation Contract incorporates a Security Aspects Letter (SAL) at Annex A to the Contract Front Sheet. The SAL has been used to identify the Security implications relating to this requirement and the subsequent obligations on the Tenderer as part of the Contract.

Modern Slavery

There is a requirement for the Tenderer to complete the Modern Slavery Assessment Tool (MSAT) as part of the Tender Response. The results and any subsequent plan/action will need to be captured as part of the Sub-Contractor Management Plan which includes reporting responsibilities.

DEFCON Edition Numbers

The Authority reserves the right to update the DEFCON Edition numbers prior to Contract Award.

Insurance

Tenderers must complete the Insurance Tables for Part 1 and 2 of the Contract as part of their response to the Commercial Question on Insurance (Q3). In addition, for Part 1 of the Contract, the Tender response must include the information required within the square brackets which can be found at RAF CAM Pt 1 Main Contract Part 5, Schedule 1.

F23. Part 2 of the ContractLicense

Part 2 of the Contract makes provision for a License which will be invoked depending on the Tenderers proposed solution. This can be found at Part 2 of the Contract, Clause 49.

Spares

The Authority invites the Tenderer to provide a Spares solution as part of the Tender for the RAF CAM Equipment. The proposed solution should consider the cost to the Authority both immediate and throughout the Contract life and beyond. The Tender must specify within the ILSP (DID 038) any obligation on the Authority and any potential associated costs.

Option Years

Two one-year irrevocable option years have been included for the Maintenance and Support Part of the Contract. The option prices are subject to variation as detailed in Part 2 of the Contract, Clause 5. The successful Tenderer will be expected to provide that option requirement(s). The Authority will not waive any rights under the said Contract Condition. The Authority reserves the right to seek competitive Tenders for the option requirement(s) detailed in Part 2 of the Contract.

DEFFORM 47 ANNEX A

Ministry of Defence**Tender Submission Document (Offer) – Contract Reference RAF CAM Relocation 701577386**

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

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law				Yes / No
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company 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	
Are the Contractor Deliverables subject to IPR that has been exclusively, or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?			Yes* / No	
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?			Yes*/No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528.			Yes* / No	
Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions?			Yes* / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?			Yes* / No / N/A	
Have you completed Form 1686 for sub-contracts?			Yes / No	

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Have you completed the compliance matrix/ matrices?	Yes / No / Not Required
Are you a Small Medium Sized Enterprise (SME)?	Yes / No
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Commercially Sensitive Information Form?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, within the last 12 months, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract 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 or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly	
Do the Contractor or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?	Yes / No / Not Required
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements (as per paragraph F18) stated in this ITN?	Yes / No / Not Required
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<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"> a. the offered price has not been divulged to any Third Party, b. no arrangement has been made with any Third Party that they should refrain from tendering, c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and e. no arrangement has been made with any Third Party otherwise to limit genuine competition. <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 the Tenderer's Commercially Sensitive Information Form (DEFFORM 539A).</p>	
Dated this..... day of Year	
Signature:	In the capacity of
(Must be scanned original) (State official position e.g. Director, Manager, Secretary etc.)

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Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number: Dun And Bradstreet number:
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Appendix 1 to DEFFORM 47
Annex A (Offer) Edn 04/22

Information on Mandatory Declarations

IPR Restrictions

1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.
2. In particular, you must identify:
 - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
 - b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables;
 - c. the nature of any allegation referred to under sub-paragraph 2.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information; and / or
 - d. any action you need to take, or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 2.b.
3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

Notification of Foreign Export Control Restrictions

5. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export

licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

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

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

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

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 6 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

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

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

9. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 6.

10. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK 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

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

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

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

Cyber Risk

14. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of 'Low'. The Risk Assessment Reference is 854170071. Tenderers are required to complete the Supplier Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Implementation Plan as appropriate.

Sub-contracts Form 1686

15. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. 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. Form 1686 and further guidance can be found in the Cabinet Office's [Contractual Process](#).

Small and Medium Enterprises

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

17. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their Sub-Contractors are encouraged to make their own commitment and register with the <https://www.smallbusinesscommissioner.gov.uk/ppc/>.

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

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

Transparency, Freedom of Information and Environmental Information Regulations

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

21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's [Transparency Principles](#) and in accordance with the provisions of DEFCON 539, Part 1 of the Contract Z Clause 19k and Part 2 of the Contract Clause 38

22. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2004 ("the EIR").

23. You must complete the attached Tenderer's Sensitive Information form (DEFFORM 539A) explaining which parts of your Tender you consider to be Sensitive Information (as defined in DEFCON 539, Part 1 of the Contract Z Clause 19k and Part 2 of the Contract Clause 38.) This includes providing a named individual who can be contacted with regard to FOIA and EIR.

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

Electronic Purchasing

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

Change of Circumstances

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

Asbestos, Hazardous Items and Depletion of the Ozone Layer

26. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

Defence Safety Authority (DSA) Requirements

28. Tenderers are required to comply with any applicable DSA military regulatory policy and regulation. Tenderers who wish to propose an alternative acceptable means of compliance must obtain agreement in principle from the relevant defence regulator (through the Project Team) in advance of submitting their Tender. Acceptable Means of Compliance (AMC) are strongly recommended practices and a justification will be required if they are not followed. Tenderers must consult the relevant defence regulator where there is more than one AMC. You must confirm how you intend to comply with the regulatory articles, and the date you consulted with the relevant defence regulator.

Bank or Parent Company Guarantee

29. In the event that you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee in accordance with the Terms which can be found at Clause 2 of the RAF CAM Front Sheet Terms and Conditions (applicable to Part 1 & 2 of Contract). Tenderers must complete the Parent Company Guarantee at Appendix 2 during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.