



Ministry
of Defence

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To Address Line 1
To Address Line 2
To Address Line 3
To Address Line 4
Postcode
FAO

Your Reference:

Our Reference: IRM21/7585

Date: [01/09/2023]

Dear Sir/Madam

Invitation To Tender (ITT) Reference No. IRM21/7585

1. This procurement exercise and the resultant contract are to be managed by Babcock Land Defence Limited acting as agent to the Authority pursuant to the Land Equipment Service and Transformation Contract (Contract No. LECON/1006) dated 1 April 2015.
2. You are invited to tender for The Supply of Expeditionary Protective Structures & Spares competition in accordance with the attached documentation.
3. The requirement is for The Supply of Expeditionary Protective Structures & Spares.
 - a. Lot 1 - Expeditionary Barriers
 - b. Lot 2 - Accommodation
4. The anticipated date for the contract award decision is [15/12/2023], please note that this is an indicative date and may change.
5. You must submit your Tender in accordance with the instructions in Section E by [15/11/2023 and 16:00].
6. You are requested to note that Negotiations are not permitted under the Open or Restricted procedures.
7. Please confirm receipt of this tender to the Commercial Officer stated in the above address.

Yours faithfully

Dorota.Bilinska-Powroznik
Contract Let Officer
Babcock Land Defence Limited - Acting as agent to the Authority

**Invitation To Tender
for
IRM21/7585 - The Supply of Expeditionary
Protective Structures & Spares**

Contents

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

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Tender. The DEFFORM 47 sets out the key requirements that Tenderers need to meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
 - Section A – Introduction Page 5
 - Section B – Key Tendering Activities Page 10
 - Section C – Instructions on Preparing Tenders Page 11
 - Section D – Tender Evaluation Page 12
 - Section E – Instructions on Submitting Tenders Page 20
 - Section F – Conditions of Tendering Page 22
 - DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1
 - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
- Contract Documents (As per the contents table in the Terms and Conditions)
 - Terms & Conditions which includes the Schedule of Requirements and any additional Schedules, Annexes and/or Appendices
- DEFFORM 111 – Appendix to Contract – Addresses and Other Information
- Tenderer's Sensitive Information Form (I&RM SC2 Schedule 5)
- Annex A to Schedule 2– Price List
- Mandatory Returns Checklist
- Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied Under the Contract (I&RM SC2 Schedule 6)
- DEFFORM 528 – Import and Export Controls
- Annex C to this DEFFORM 47– Deliverable Quality Plan Evaluation Form
- Statement of Requirement – Annex B to this DEFFORM 47
- Annex A to Section E - Lots

Section A - Introduction

DEFFORM 47 Definitions

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

A1. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown and Babcock Land Defence Limited will be conducting procurement and contract management activity as the Authority's agent.

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 the 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 and 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 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.

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

A9. "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.

A10. "ITT Documentation" means this ITT and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications, and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this ITT.

A11. "ITT Material" means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority, for the purposes of responding to this ITT.

A12. "Schedule of Requirements" (Section 1 in Terms and Conditions, Schedule 2 in I&RM Standardised Contracting Template 1 (I&RM SC1B) or Schedule 2 in I&RM Standardised Contracting Template 2 (I&RM SC2) 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.

A13. The "Statement of Requirement" Annex B means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A14. A "Sub-Contractor" means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

A15. A "Sub-Contracting Arrangement" means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

A16. A "Tender" is the offer that you are making to the Authority

A17. "Tenderer" means the economic operator submitting a response to this Invitation to Tender. Where "you" is used this means an action on you the Tenderer.

A18. A “Third Party” is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

A19. A “Virtual Tender Board” means the electronic platform to which Tenders are submitted to the Authority.

Purpose

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

- a. timetable for the next stages of the procurement;
- b. instructions, conditions and processes that govern this competition;
- c. information you must include in your Tender and 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 ITT and associated documents are structured in line with a generic tendering process and do not indicate importance and/or precedence.

A22. The requirement was advertised by the Authority in Defence Sourcing Portal dated 01/09/2023 under the following reference [IRM21/7585].

A23. This ITT is subject to the Public Contract Regulations 2015.

A24. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage under the Restricted procedure.

A25. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the DSP.

A26. Funding has been approved for this requirement.

ITT Documentation and ITT Material

A27. 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 A27.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority’s written approval may make you liable for a claim for breach of confidence and /or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. immediately confirm destruction of (or in the case of software, that it is beyond use) all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and

- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.
- i. accept any NSN Photo Sheets provided as part of the ITT Documentation are for indicative purposes only and are believed by the Authority to be correct at the time of issue. The Authority, its agents and advisors will not accept any liability for the accuracy, adequacy or completeness of the NSN Photo Sheets nor will any express or implied warranty be given in respect of the same. The NSN Photo Sheets will not form part of the Contract Terms and Conditions.

A28. 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 are 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 their responses to the PQQ if:

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

Contract Terms & Conditions

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. I&RM Standardised Contract 2 (SC2) based conditions are attached.

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	Responsibility	Submit to:
Final date for Clarification Questions / Requests for additional information	[01/11/2023 at 16:00]	Tenderers	Dorota Bilinska-Powroznik Contract Let Officer
The Authority issues Final Clarification Answers	[08/11/2023 at 16:00]	The Authority	All Tenderers
Tender Return	[15/11/2023 at 16:00]	Tenderers	As detailed in Section E
Tender Evaluation	[28/11/2023 at 16:00]	The Authority	N/A

Notes

Tenderers Conference

B1. A Tenderers Conference is not being held.

Clarification Questions

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

Tender Return

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

Negotiations

B4. Negotiations do not apply to this tender process.

Section C - Instructions on Preparing Tenders

Construction of Tenders

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Pricing must be Firm Prices for 1 Year and fixed D7BT - CPI - Consumer Price Index for both Lots below for years 2 and 3:

Lot 1 - Expeditionary Barriers

Lot 2 - Accommodation

A price breakdown is not required.

Where price breaks are applicable, you must provide the 'Up To' price to only 2 decimal places.

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

Validity

C3. Your Tender must be valid and open for acceptance for Ninety (90) calendar days from the Tender return date. 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.

Section D – Tender Evaluation

D1. This section details how your Tender will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria.

All items within the scope of this evaluation are codified to NATO Stock Numbers (NSNs). Tenderers shall be provided with the NSN IDs, any relevant available technical data (e.g., CSIS manufacturers' part numbers.) and shall be informed of any required applicable compliance standards. Tenderers shall be expected to provide items which comply with the CSIS manufacturer's part number reference.

The lotting structure will be as follows:

Lot	Number of NSN's	Estimated Value
Lot 1 - Expeditionary Barriers	148	£2.22M
Lot 2 - Accommodation	24	£0.78M

Each Lot will be evaluated and awarded based on the Most Economic and Advantageous Tender that is technically compliant to CSIS manufacturer's part numbers. The weightings for each Lot shall be as follows:

90% - Commercial

10% - Social Value

Tender Evaluation

1. Award of Contract

It is the Authority's intention to award a framework agreement(s) to a single compliant bidder per Lot who achieves the highest total score across the commercial and social values elements within the tender. Where two or more tenders have the same overall score for a Lot the Most Economically Advantageous Tender will be the tender with the Highest Commercial Score for that Lot. Offered pricing shall be firm for the first year of the contract, with subsequent annual price adjustments effective from each contract anniversary, aligned to the D7BT - CPI - Consumer Price Index at that time as outlined in the contract terms.

For years 2 and 3, as outlined in the contract terms. Please refer to the Annex A to Schedule 2 – Price List for NSNs associated with individual VoP clauses.

2. Methodology

The Authority shall be using a blended score evaluation model that takes into consideration quotes provided through the ITT, to establish the best supplier for this framework, per Lot.

2.1. Compliance

Each bid will be assessed for compliance against each line item. The following criteria will determine compliance:

- All prices to be submitted in GBP (£) exclusive of VAT.
- Bidders are not to amend the information provided in the blue columns or change the format of this document. Babcock will class any submission that is contrary to this point as non-compliant.
- Bidders must complete information in only those columns highlighted in green on the Annex A to Schedule 2 – Price List.
- For each line item the Bidders must state who their source of supply is in the column provided within the Annex A to Schedule 2. Failure to list the source of supply for any line item will result in the entire bid not being evaluated.

Definitions

In house manufacture – Majority of manufacturing processes undertaken in house, with procurement of raw materials (or cast components). Subcontract activity to support finishing processes is acceptable (Painting, surface treatment, packaging etc)

Subcontract manufacture – Engaging with a company to provide the manufacturing services and processes required to manufacture a product to the specifications detail on the drawing

Supplier – Procuring direct from a supplier (OEM or Distributor) against a manufacturers part number identified on either CSIS or drawing

- e) Bidders must submit prices for every mandatory line item in each price break contained within the Annex A to Schedule 2 – Price List to enable a fair and open competition. Bids will be considered non-compliant if prices in all price breaks are not provided for all mandatory line items. £0 or Not Applicable (N/A) submissions will be considered non-compliant. Prices must be the “**up to**” price for all price breaks and be to only 2 decimal places.
- f) Lead times are to be provided for each item in calendar days. If lead times are not provided for every item, the bid will be considered non-compliant.
- g) Bidders must submit a fully completed DEFFORM 528 – Import and Export Controls as part of their tender submission. The DEFFORM 528 – Import and Export Controls will be evaluated as part of the ITT. If any product is subject to UK/EU/US or ROW Trade Controls, full classification must be provided. In case of a ‘nil’ return where the items being offered are not subject to any Trade Controls, a signed DEFFORM 528 – Import and Export Controls is still required and must be completed with NO or N/A in the relevant boxes for each item. Failure to return a fully completed DEFFORM 528 – Import and Export Controls may result in your bid being deemed non-compliant. Please read the guidance notes attached to the DEFFORM 528 – Import and Export Controls.
- h) Should a supplier score 0 across any question or section within the evaluation criteria, the entire rest of the bid may not be evaluated.

If a Mandatory item is found through the bid to be obsolete, or bidders are unable to quote against provided technical documentation, it will be removed from the evaluation for all Bidders. It will not be replaced by another item therefore the mandatory items for evaluation will be reduced by one.

If a bidder has been found to be non-compliant for any of the reasons listed in paragraph 2.1 (Compliance) within this section, the entire bid may not be evaluated, and the bidder excluded from the competition.

2.2. Commercial

The Commercial evaluation will be undertaken by assessing the total value of the basket of goods offered by each bidder at each price break provided within the Annex A to Schedule 2.

The Authority does not wish to receive a Minimum Order Quantity (MOQ) against any Contractor Deliverable. If, by exception, the Tenderer deems it necessary to impose an MOQ then the Tenderer must provide adequate justification with the Tender. Should a quoted MOQ exceed the Price Break Quantities then the MOQ shall be used in its place to calculate the Price Position per Item.

Each price break will be weighted and the maximum scores available will reflect the weighting of each price break. Price break weightings and max scores will be as follows:

	Total Basket Value Price Break Qty 1	Total Basket Value Price Break Qty 2	Total Basket Value Price Break Qty 3	Total Basket Value Price Break Qty 4	Total Basket Value Price Break Qty 5	Total Basket Value Price Break Qty 6	Total Basket Value Price Break Qty 7
Weighting	9%	18%	18%	18%	9%	9%	9%
Max Score	9	18	18	18	9	9	9

The bidder with the lowest total basket value at each price break will be awarded the maximum mark

available for that price break. The maximum total score for the Commercial evaluation will be 90 to reflect the 90% weighting to the Commercial evaluation as part of the overall bid evaluation.

All other bidders will get a price score relative to the lowest total basket price. Scores will reflect the number the whole number without round. For example, a calculated score of 4.75 will be counted as 4 for the purpose of evaluation. The calculation we will use to evaluate your total basket price for each price break is as follows:

$$\text{Price Score} = \frac{\text{Lowest total basket price}}{\text{Bidders total basket price}} \times \text{maximum mark available depending on weighting}$$

Example – Basket Value for Price Break 7:

Bidder A	Bidder B	Bidder C
Total basket price	Total basket price	Total basket price
£ 450,000.00	£ 600,000.00	£ 725,000.00

- Bidder A has the lowest basket price of £450,000.00. Bidder A is awarded the maximum mark available for price, which is **9**;
- Bidder B submits a total basket price of £600,000.00. Bidder B is awarded a price score of **6**;
- Bidder C submits a total basket price of £725,000.00 and is awarded a price score of **5**.

Fully worked example of the Commercial evaluation:

	Total Basket Value Price Break Qty 1	Score	Total Basket Value Price Break Qty 2	Score	Total Basket Value Price Break Qty 3	Score	Total Basket Value Price Break Qty 4	Score	Total Basket Value Price Break Qty 5	Score	Total Basket Value Price Break Qty 6	Score	Total Basket Value Price Break Qty 7	Score	Total Score
Weighting	9%		18%		18%		18%		9%		9%		9%		90%
Bidder A	£4,000	2	£20,000	7	£60,000	12	£100,000	9	£180,000	7	£300,000	9	£450,000	9	55
Bidder B	£3,000	3	£15,000	9	£40,000	18	£75,000	12	£200,000	6	£500,000	5	£600,000	6	61
Bidder C	£1,000	9	£8,000	18	£50,000	14	£50,000	18	£150,000	9	£350,000	7	£725,000	5	81
Max Score	9		18		18		18		9		9		9		90

Please note: The values detailed in the above example are not calculated based on any forecast and bear no resemblance to the expectations of the contract value for this requirement.

If your total basket price is 40% above or below the median of the total basket prices submitted, we will consider your total basket price to be abnormally low or high.

Where we consider any of the total basket price(s) you have submitted to have no correlation with the quality of your offer or to be abnormally low (in accordance with regulation 69 of the Public Contract Regulations 2015) or high we will ask you to explain the price(s) you have submitted

If the event of an abnormal bid on any total basket cost the Authority reserves the right to seek clarification against any individual item or entire basket to ensure the bid values are not erroneous.

If your explanation fails to provide a reasonable justification for the low or high pricing and is deemed not acceptable, we will reject your bid and exclude you from this competition, we will inform you if your bid has been excluded and why.

Commercial scores will be driven by comparing the total basket costs of all Bidders, per Lot, against the Mandatory items.

2.3. Social Values

There is a requirement for the Authority to evaluate prospective suppliers' Social Values in contracts and bidders are required to provide responses to the following questions, which will constitute a maximum of 10% towards the tender evaluation on a weighted score basis.

2.3.1 Theme - Tackling Economic Inequality – 2.5%

Policy Outcome – Increase Supply Chain Resilience and Capacity

Evaluation Question

Using a maximum of 2500 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include:

- Your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- A timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - timed action plan
 - use of metrics
 - tools/processes used to gather data
 - reporting
 - feedback and improvement
 - transparency
- How you will influence staff, suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training and education, partnering/collaborating, volunteering.

Award Criteria

Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract

Model Response Guidance - Collaboration throughout the supply chain

Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of opportunities to drive greater collaboration in the supply chain.
- Measures to ensure supply chain relationships relating to the contract will be collaborative, fair and responsible.

Illustrative examples: engagement; co-design/creation; training and education; partnering/collaborating; secondment and volunteering opportunities

Scoring

Criteria	Score
No answer or where your response covers none of the Sub Criteria detailed immediately above	0
Where your response covers 1 of Sub Criteria detailed immediately above	1
Where your response covers both of Sub Criteria detailed immediately above	2

2.3.2 Theme - Fighting Climate Change – 5%

Policy Outcome - Effective Stewardship of the Environment

Evaluation Question

Using a maximum of 2500 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria. Please include:

- Your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- A timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - timed action plan
 - use of metrics
 - tools/processes used to gather data
 - reporting
 - feedback and improvement
 - transparency

Award Criteria

Effective measures to deliver any/all of the following benefits through the contract:

- Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.

Model Response Guidance - Influence Environmental Protection and Improvement

Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of how to influence staff, suppliers, customers, communities and/or any other appropriate stakeholders through the delivery of the contract to support environmental protection and improvement.
- Activities to reconnect people with the environment and increase awareness of ways to protect and enhance it. Illustrative examples:
 - Engagement to raise awareness of the benefits of the environmental opportunities identified.
 - Co-design/creation. Working collaboratively to devise and deliver solutions to support environmental objectives.
- Training and education. Influencing behaviour to reduce waste and use resources more efficiently in the performance of the contract.
 - Partnering/collaborating in engaging with the community in relation to the performance of the contract, to support environmental objectives.
 - Volunteering opportunities for the contract workforce, e.g., undertaking activities that encourage direct positive impact.

Scoring

Criteria	Score
No answer or where your response covers none of the Sub Criteria detailed immediately above	0
Where your response covers 1 of Sub Criteria detailed immediately above	1
Where your response covers 2 of Sub Criteria detailed immediately above	2

Where your response covers all 3 Sub Criteria detailed immediately above	3
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2.3.3 Theme - Equal Opportunity – 2.5%

Policy Outcome – Reduce the Disability Employment Gap

Evaluation Question

Using a maximum of 2500 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include:

- Your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- A timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - timed action plan
 - use of metrics
 - tools/processes used to gather data
 - reporting
 - feedback and improvement
 - transparency
- How you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.

Award Criteria

Effective measures to deliver any/all of the following benefits through the contract:

- Demonstrate action to increase the representation of disabled people in the contract workforce.

Model Response Guidance - Increase representation of disabled people

Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of the issues affecting the representation of disabled people in the workforce in the market, industry or sector relevant to the contract, and in the tenderer's own organisation and those of its key sub-contractors.
- Collection of the views and expertise of disabled people and their representative organisations on successfully supporting disabled employees or applicants.
- Measures to reduce barriers to securing more jobs for disabled people in the contract workforce. Illustrative examples:
 - Inclusive and accessible recruitment practices, and retention-focused activities, including those provided in the Guide for line managers on recruiting, managing and developing people with a disability or health condition.
 - Introducing transparency to pay and reward processes.
 - Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships.
 - Working conditions which promote an inclusive working environment and promote retention and progression.
 - Other measures to provide equality of opportunity for disabled people into employment, including becoming a Disability Confident employer and inclusion of supported businesses in the contract supply chain.

Scoring

Criteria	Score
No answer or where your response covers none of the Sub Criteria detailed immediately above	0
Where your response covers 1 of Sub Criteria detailed immediately above	1
Where your response covers 2 of Sub Criteria detailed immediately above	2
Where your response covers all 3 Sub Criteria detailed immediately above	3

Bidders will receive a weighted score per question by multiplying the score by 1.25 for each question to give a Total Social Values Score. 'The total score shall then be rounded down'

Bidder	Question 2.3.1	Weighting	Weighted Score	Question 2.3.2	Weighting	Weighted Score	Question 2.3.3	Weighting	Weighted Score	Total Social Values Score
Bidder A	3	2.5%	3.75	2	5%	2.5	2	2.5%	2.5	8
Bidder B	1	2.5%	1.25	1	5%	1.25	2	2.5%	2.5	5
Bidder C	3	2.5%	3.75	2	5%	2.5	3	2.5%	3.75	10

2.4 Final Tender Score – Worked Example

We will calculate your final score by adding the Commercial, Technical and Social Values scores together. Example provided below:

Bidder	Commercial Score	Social Values Score	Total Score
Bidder A	55	8	63
Bidder B	61	5	66
Bidder C	81	10	91

In this example Bidders C would be awarded the contract as they have the highest total score aggregated across all evaluation criteria.

2.5 Quality Plan

Quality Plan: Bidders must submit a quality plan compliant with 'AQAP 2105 NATO requirements for Quality Plans Edition C Version 1 January 2019' as part of their tender submission. The quality plan will be evaluated against the requirements set out within the 'Deliverable Quality Plan Review and Evaluation Form' (Annex C to this DEFFORM 47). Compliance will be determined using the following methodology: -

- Each of the requirements set out in Annex C will be evaluated and issued a compliance level using the following criteria: -

Fully Compliant (FC)	Substantially Compliant (SC)	Partially Compliant (PC)	Non-Compliant (NC)
All applicable AQAP requirements have been satisfied in full.	Nearly all applicable AQAP requirements have been satisfied, although some	Most applicable AQAP requirements have been satisfied, although some	Several applicable AQAP requirements have not been met or there are major

	minor weaknesses may remain.	essential requirements not sufficiently addressed.	deficiencies in addressing one or more of the applicable AQAP requirements.
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2. The percentage score is then used to determine a quality plans compliance, and pass/fail, status by applying the following thresholds: -

Percentage	Pass / Fail	Equivalent Compliance Level
< or = to 33%	Fail	Non-Compliant
34% - 65%	Pass	Partially Compliant
66% - 89%	Pass	Substantially Compliant
90% - 100%	Pass	Fully Compliant

Provision of a 'Non-Compliant' quality plan will result in a 'Fail' against the quality plan requirement and will result in your tender being excluded from further participation in the process.

N.B – The successful bidder will be notified of their equivalent compliance level on contract award and if the quality plan is deemed 'partially compliant' or 'substantially compliant' the bidder will be required to undertake further work to bring the quality plan up to 'fully compliant' with AQAP requirements. Failure to have in place a 'fully compliant' quality plan in time for the first purchase order issued under the contract may be considered a material breach of contract.

DEFFORM 528 Import and Export Controls: Bidders must submit a fully completed DEFFORM 528 as part of their tender submission. The DEFFORM 528 will be evaluated as part of the ITT. If any product is subject to UK/EU/US or ROW Trade Controls, full classification must be provided. In case of a 'nil' return where the items being offered are not subject to any Trade Controls, a signed DEFFORM 528 is still required and must be completed with NO or N/A in the relevant boxes for each item. Failure to return a fully completed DEFFORM 528 may result in your bid being deemed non-compliant. Please read the guidance notes attached to the DEFFORM 528.

D2. Negotiations do not apply to this tender process.

Section E – Instructions on Submitting Tenders

Submission of your Tender

E1. Tenders must be sent to the virtual Tender Board email address as per E3 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. Hard copy or paper Tenders are no longer required and will not be accepted by the Authority. You must provide one priced copy of your Tender and one unpriced copy. You should ensure there are no prices present in your unpriced copy.

E2. You must ensure that your DEFFORM 47 Annex A is signed, scanned and emailed with your Tender. Tenders must be compatible with Microsoft Office Word 365 and other MS Office 365 applications. If you password protect or encrypt any information on your Tender containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.

E3. You must upload electronic copies of your Tender to MoDtenders-DSG@babcockinternational.com by the date and time stated in the covering letter to this DEFFORM 47. Tenders must be sent in accordance with the below:

- a. Must be (as appropriate to its content) in 'Word', 'Excel' or Adobe PDF format.
- b. Must be no larger than 20MB in size per email (if required, multiple emails under 20MB can be uploaded but must then be annotated with a number and the total number of emails, i.e 1 of 3, 2 of 3 etc
- c. Password protected - A separate email must be sent to the same email address at the same time as the Tender giving the password.
- d. Tender number must be included in the subject line of both the submitted tender and the password email.
- e. Must only be sent to the MoDtenders-DSG@babcockinternational.com email address, do not send to or copy any other Babcock email address

E4. You must complete and include DEFFORM 47 Annex A (Offer) with your Tender. Where you select 'Yes' to any questions you must attach the relevant information.

E5. If you intend to email any ITAR or Export Controlled information as part of your Tender, you must notify the Commercial Officer before you email your Tender to the email address in E3.

E6. If you have any difficulty sending your Tender or if you have any questions with regards to the tendering exercise itself, please contact dorota.bilinska-powroznik@babcockinternational.com

Lots

E7. This requirement has been split into lots. Further details can be found at Annex A to Section E.

Variant Bids

E8. The Authority will not accept variant bids.

Samples

E9. Samples are not required.

Annex A to Section E – Lots

1. The requirement has been divided into the following lots:
 - a. Lot 1 - Expeditionary Barriers
 - b. Lot 2 - Accommodation
2. Tenderers are invited to tender for all or any of the lots detailed above. Each Tenderer must submit one Tender in respect of each lot that the Tenderer has been invited to respond to by the Authority and for which it wishes to submit a Tender.
3. Each Tender must meet the Authority's minimum requirements, operate as a standalone Tender and not be dependent upon any other Tender or any other factors external to the Tender itself, that is each Tender must be capable of being accepted by the Authority in its own right.
4. Tenderers are only permitted to tender for lots in respect of which they have successfully passed supplier selection.
5. The Authority may award all the lots to a single Tenderer.
6. There are no restrictions on the number of lots a single Tenderer can win.
7. Details on how each lot will be evaluated can be found in Section D (Tender Evaluation).

Section F – Conditions of Tendering

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

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

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

F9. Where an actual or potential COI exists or arises or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual or potential COI. The 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. 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.

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

Government Furnished Assets

F11. Where the Authority provides Government Furnished Assets (GFA) in support of this

competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

Standstill Period

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

Publicity Announcement

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 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 (or SC1B Schedule 4 or SC2 Schedule 5) 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 Sensitive Information in accordance with the provisions of this ITT) to any Third Party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Reportable Requirements

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

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

Specific Conditions of Tendering

F20 The Tenderer shall submit their Tender in accordance with Section E. Tender must include:

- a. Completed and signed DEFFORM 47 (Offer) sheet
- b. A Completed, signed copy of Schedule 5 - Contractor's Sensitive Information Form.
- c. A completed, signed copy of Schedule 6 – Hazardous Substances, Mixtures and Articles in

Contractor Deliverables Supplied Under the Contract

- d. Completed Annex A to Schedule 2 - Price List
- e. A completed DEFFORM 528 – Import and Export Controls.
- f. A sample Certificate of Conformity
- g. Quality Inspection Statement in accordance with F26
- h. Response to Social Values
- i. A Quality Plan compliant with AQAP 2105 NATO requirements for Quality Plans Edition C Version 1 January 2019
- j. Statement regarding Procurement with suppliers from Russia and Belarus
- k. Mandatory Returns Checklist – Completed in Full

Shelf Life

F21. It shall be a requirement of the Contract that, where shelf life is a consideration, the Contractor shall declare to this effect and provide details against each Contractor Deliverable to be recorded at Annex A to Schedule 2 – Price List.

Sustainable Development

F22. 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.

Military Level Packaging

F23. Military level Packaging shall be the responsibility of the Contractor. The Tenderer shall ensure that their bids reflect the full cost of any Contractor Deliverables that require packaging to a military level standard.

F24. Where the Tenderer intends to use a MPAS accredited specialist packaging Contractor to undertake military level packaging, the Tenderer shall submit with his bid details of the Contractor, including full title, address and contact details as a minimum.

Quality Plan and Inspection

F25. In accordance with Condition 21 of Schedule 3 Tenderers are required to submit a Quality Plan compliant with AQAP 2105 NATO requirements for Quality Plans Edition C Version 1 January 2019.

F26. Tenderers shall allow the Authority access to their premises for the purpose of undertaking Quality Audits and Inspections during the tender period and post Contract award. The Authority can request to carry out an inspection of each of the winning Tenderer's proposed facilities in line with the Quality Plan. Tenderers must provide a brief written statement with the submission of their Tender confirming their acceptance of this.

ITT Documentation – Successful Tenderer

F27. If you are notified that your Tender has been successful you are to retain drawings and technical specifications issued as part of the ITT for the entire contract duration for all items awarded.

Procurement with suppliers from Russia and Belarus

F28. Save as set out in PPN 01/22, the Authority will not be accepting Tenders that:

- a. contain any Russian/Belarusian products and / or services; and/or
- b. are linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
 - (1) registered in the UK or in a country with which the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement; and / or
 - (2) which have significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement.

Tenderers must confirm in writing that their Tender, including any element that may be provided by any part of the Contractor's supply chain, does not contain any Russian/Belarusian products and/or services.

Tenderers must include provisions equivalent to those set out in this clause in all relevant Sub-Contracting Arrangements.

Ministry of Defence

Tender Submission Document (Offer) – Ref Number ITT IRM21/7585

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 and ITT Material, 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 Terms & 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, 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 Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528			Yes* / No	
Have you completed and attached a DEFFORM 711- Notification of Intellectual property rights (IPR) Restrictions?			Yes* / No	
Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions?			Yes* / No	
Have you 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	
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 regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Sensitive Information Form ?	Yes* / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No /N/A
Do the Contractor Deliverables, 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.	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 Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITT?	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> <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 tender processes, including value for money and related purposes. We certify that we have identified any sensitive material in Tenderer's Sensitive Information Form (DEFFORM 539A).</p>	
Dated this..... day of Year	
Signature: (Must be scanned original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)

Name: (in BLOCKCAPITALS) 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:
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Information on Mandatory Declarations

IPR Restrictions

1. You must complete and 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 maybe, 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 His Majesty's Revenue & Customs (HMRC) authorisations.

Cyber Risk

14. Cyber risk has been considered and a Cyber Security Model resulted in a 'Not Applicable' outcome.

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 MOD spending should be spent with SMEs by 2022; this applies to the money which the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of SME.

17. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the [Prompt Payment Code](#).

18. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policies and our SME Action Plan 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 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

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 either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 12.

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

23. You must complete the attached Tenderer's Sensitive Information Form (DEFFORM 539A, SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.

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

Electronic Purchasing

25. By submitting this Tender, you agree to electronic payment in accordance with Clause 35 of the Contract. Failure to accept electronic payment will result in your Tender being non-compliant.

Change of Circumstances

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

Asbestos, Hazardous Items and Depletion of the Ozone Layer

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

Defence Safety Authority (DSA) Requirements

28. There are no DSA Requirements.

Bank or Parent Company Guarantee

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

Statement of Requirement

Babcock Land Defence Limited - acting as agent to the UK Ministry of Defence ("the Authority") - has under consideration a 3 year Framework Agreement for The Supply Of Expeditionary Protective Structures & Spares.

All items within the scope of requirement are codified to NATO Stock Numbers (NSNs). Tenderers shall be provided with NATO Stock Numbers, any relevant available technical data (to include drawings, specifications etc.) and shall be informed of any required applicable compliance standards. Tenderers shall be expected to provide items which comply with the requirements of either the provided Drawings, Specifications, or CSIS (the Codification Support Information Systems maintained by the United Kingdom National Codification Bureau).

IRM21/7585 – The Supply of Expeditionary Protective Structures & Spares Items is split into 2 Lots as follows:

Lot	Number of NSN's	Estimated Value
Lot 1 - Expeditionary Barriers	148	£2.22M
Lot 2 - Accommodation	24	£0.78M

The Contract(s) will be awarded to the Supplier(s) who provide the most economically advantageous tenders based on the basket of goods provided in Annex A to Schedule 2 – Price List and responses to the Social Values questions and provide a compliant Quality Plan.

Babcock Land Defence Limited reserve the right to add further items of a similar nature to the contract post award.

Any resulting contract shall contain a set of Key Performance Indicators to measure performance in areas such as delivery and quality and shall include remedies for poor performance.

The Authority shall award the Contract in accordance with the process detailed at Section D of this DEFFORM 47.