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Your Reference:

Our Reference:  
IRM18/6132

29 May 2019

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Dear Sir/Madam

**Invitation To Tender (ITT) Reference No. IRM18/6132**

1. You are invited to tender The Supply of Thermal Camouflage Nets, Accessories and Associated Items in competition in accordance with the attached documentation.
2. The requirement is for The Supply of Thermal Camouflage Nets, Accessories and Associated Items
3. The anticipated date for the contract award decision is 23 July 2019. Please note that this is an indicative date and may change.
4. You must submit your Tender to arrive no later than 10 July 2019 at 14:00. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.
5. You are requested to note that Negotiations are not permitted under the Open or Restricted procedures.
6. Please confirm receipt of this tender to the Contract Officer stated in the above address.

Yours faithfully

Andrew Johnson  
Contract Manager  
Babcock DSG acting as the Authority's Agent

## **List of Suppliers Invited to Submit a Tender for ITT No IRM18/6132**

<b>Supplier Name</b>	<b>Supplier Address and Phone No</b>
ISTEC Ltd	King Edward House, 8 Bluecoats Avenue, Hertford, Herts,SG14 1PB 07801932653
J D Wilkie Ltd	Marywell Works, Kirriemuir, Angus DD8 4BJ 00441575572502

**Invitation To Tender**

**For**

**IRM18/6132**

**The Supply of Thermal Camouflage Nets,  
Accessories and Associated Items**

## Contents

This invitation consists of the following documentation:

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

- Section A – Introduction Page 3
    - DEFFORM 47 Definitions
    - Purpose
    - ITT Documentation and ITT Material
    - Tender Expenses
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  - DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1
    - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
- Schedule of Requirements – Annex A to Schedule 2 of the Terms and Conditions
  - Statement of Requirement – Annex B to DEFFORM 47
  - Contract Conditions
  - DEFFORM 111 – Appendix to Contract - Addresses and Other Information
  - Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)
  - DEFFORM 28 – Tender Return Label
  - Technical Compliance Matrix – Annex B to Schedule 2 of the Terms and Conditions
  - Mandatory Returns Checklist

## **Section A – Introduction**

### **DEFFORM 47 Definitions**

A1. “The Authority” This requirement is issued on behalf of the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as “the Authority”). In this Agreement, the Authority is acting as part of the Crown and Babcock DSG Limited will be conducting procurement and contract management activity as the Authority’s agent.

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

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

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

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

A6. “Schedule of Requirements” Annex A to Schedule 2 of the Terms and Conditions means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A7. The “Statement of Requirement” IRM18/6132 details the technical requirements and acceptance criteria Schedule 8 of the Terms and Conditions. The Statement of Requirement is attached at Annex B to this DEFFORM 47. This may include the System Requirements Document (SRD).

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

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

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

### **Purpose**

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

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

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

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

A14. The requirement was advertised by the Authority in the Contract Notice dated 31<sup>st</sup> January 2019 with reference to the requirement The Supply of Thermal Camouflage Nets, Accessories and Associated Items following the Restricted procedure under the Defence & Security Public Contract Regulations 2011.

## **ITT Documentation and ITT Material**

A15. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A15.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation or 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 return all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

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

## **Tender Expenses**

A17. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

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

A18. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

## **Contract Conditions**

A19. Terms and Conditions are attached.

A20. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the [Acquisition System Guidance \(ASG\)](#).

## **Consultation with Credit Reference Agencies**

A21. As questions were asked, relating to financial and economic standing of potential suppliers, at Pre-Qualification Questionnaire Stage, there will be no need to consult with Credit Reference Agencies to assess your creditworthiness.

## Section B – Key Tendering Activities

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

Stage	Date and Time	Initiated By	Submit to:
Final date for Clarification Questions / Requests for additional information	19 June 2019	Tenderers	Linda Paul Contract Officer
Final Date for Requests for Extension to return date <sup>2</sup>	19 June 2019	Tenderers	Linda paul Contract Officer
The Authority issues Final Clarification Answers	26 June 2019	The Authority	All Tenderers <sup>3</sup>
Tender Return	10 July 2019	Tenderers	The Tender Board, using DEFFORM 28
Tender Evaluation	11 July 2019	The Authority	N/A

### Notes

1. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.
2. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.
3. Negotiations are not permitted under the Open or Restricted Procedures.



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

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

C1. The Authority would like Tenderers to submit a tender for all Contractor Deliverables in the attached Annex A to Schedule 2.

### **Construction of Tenders**

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP, inclusive of carriage, packaging to the appropriate level and bar code labelling. Prices shall be exclusive of Value Added Tax (VAT), which shall be levied at the standard rate. Prices must be Firm Prices for 2 year.

C3. Where price breaks are applicable, you must provide the 'Up To' quantity.

C4. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

### **Validity**

C5. In accordance with F3, your Tender must be valid / open for acceptance for 90 calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

### **Variant Bids**

C6. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. Where the Tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

C7. The Authority cannot evaluate any Variant Bids during this competition.

## Section D – Tender Evaluation

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

**The Tender Evaluation will be on the basis of: Lowest Price Technically Compliant Tender.**

### Tender Evaluation

It is the Authority's intention to award the Contract to the Tenderer offering the highest Total Weighted Score for the Contract, which has been demonstrated as technically compliant.

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 CSIS (the Codification Support Information Systems maintained by the United Kingdom National Codification Bureau).

The Total Weighted Score for each Tenderer for the Contract shall be defined as the sum of all Item Weighted Scores for each Tenderer for the Contract.

Where:

### **Item Weighted Score**

The Item Weighted Score = Item Weighting x Price Position Score per Item

### **Item Weighting**

Item Weighting is the weighting set out in column K of Annex A to Schedule 2 – Price List. This weighting has been calculated based on the forecast of the Item usage for the anticipated duration of the Contract.

### **Price Position Score per Item**

Price Position Score per Item is a ranking applied to each Tenderer's Price Position per Item as set out below. The Price Position per Item is calculated as:

Tenderers Price per Item x the Evaluation Quantity for that Item

The Evaluation Quantities are set out in column J of Annex A to Schedule 2 – Price List. The Evaluation Quantities are an indication of the Authority's anticipated requirements over a 6 month period and are provided for evaluation purposes only on a strictly without commitment basis. Each Price Position per Item is ranked compared to its position against the Price Position per Item submitted by the other Tenderers as follows:

	Price Position	Price Position Score
A	Lowest Price Position per Item	5
B	Second Lowest	4
C	Third Lowest	3
D	Fourth Lowest	2
E	All other Price Positions save where paragraph F and G below apply	1
F	Where the Price Position is not one of the 4 lowest Price Positions and exceeds the lowest Price Position by more than 25%	0
G	Where a No Bid is received for the Item or the Tender is Non-Compliant in respect of that Item	0

Example:

Item Weighting = 3

Tenderer is the Second Lowest Price Position per Item therefore the Price Position Score per Item = 4

The Item Weighted Score is  $4 \times 3 = 12$

The Total Weighted Score is the sum of all Item Weighted Scores.

**Minimum Order Quantity (MOQ)**

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 Evaluation Quantities then the MOQ shall be used in its place to calculate the Price Position per Item.

Example:

By way of example:

Tenderers Price per Item = [£100 per unit]

Evaluation Quantity = [20 units]

Minimum Order Quantity = [30 units]

Price Position per Item = [£100 x 30 = £3,000]

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

### **Submission of your Tender**

E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserve the right to reject any Tender received after the stated date and time. You must provide two identical copies of the Proposal, one signed hard copy and one electronic copy, submitted on a CD. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition

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

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

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

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

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

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

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

### **Samples**

E9. A sample is required of the double sided thermal camouflage net to ensure compliance with Paragraph 5.1.2 of specification UK/SC/5049 Issue 10.

## **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. Any expenditure, work or effort undertaken prior to any offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. The Authority reserves the right to:

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

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C4 and subject to paragraph F3.

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

### **Conforming to the Law**

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

F5. Your attention is drawn 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

## **Conflicts of Interest**

F7. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.

F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:

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

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

## **Government Furnished Assets**

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

## **Standstill Period**

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

## **Publicity Announcement**

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

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

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

## **Sensitive Information**

F14. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom Of Information requests.

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

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

## **Reportable Requirements**

F17. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you attach the relevant information.

F18. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority's evaluation of your tender, as detailed in Section D.

F19. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your bank and the relevant bank account number on contract award.

## **Specific Conditions of Tendering**

### **Submission of Tender Response**

F20. The Tenderer shall submit one signed hard copy of the bid plus a CD containing a soft copy. The Tenderer shall, as a minimum, provide the following information:

- a. Completed and signed DEFFORM 47 (Offer) sheet
- b. A Completed, signed copy of DEFFORM 539A - Tenderer's Commercially Sensitive Information Form.
- c. Annex A - Price List – Schedule of Requirements – Firm pricing offer for each line Contractor Deliverable that is to remain valid for 2 Years.
- d. Where the Authority reasonably considers that an offer for a particular line Contractor Deliverable has been skewed to supply an artificially low price for the Evaluation Quantity then the Authority reserves the right to consider the offer for that line item as non-compliant.
- e. Annex A – Price List – Lead-time for each Contractor Deliverable, at column AB must be provided in working days.
- f. A completed DEFORM 528 – Import and Export Controls – If applicable.
- g. Mandatory Returns Checklist – Completed in Full.
- h. A Quality Inspection Statement in accordance with F29.
- i. Annex B to Schedule 2 – Technical Compliance Matrix confirming compliance to part number, drawing or specification.

## **Key Performance Indicators**

F21. The Contract shall contain a set of Key Performance Indicators, as detailed at Condition 46 of the Terms and Conditions, to measure the Contractor's performance in areas such as delivery and quality. The Tenderer is invited to put forward additional KPIs to measure its performance, plus that of the Authority, in specific areas.

## **Shelf Life**

F22. 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.

## **Government Security Classifications**

F23. As of the 2<sup>nd</sup> April 2014, the new Government Security Classifications Policy (GSC) was introduced. A key aspect of this policy is the reduction in the number of security classifications used. This Tender and any subsequent contract that may be awarded to you as a result, is subject to protection under GSC. You are therefore encouraged to make yourself aware of the changes through the [Gov.uk GSC website](http://Gov.uk/GSC/website).

F24. The Authority hereby reserves the right to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by national law or government policy. Where this ITT is accompanied by any instructions on safeguarding classified information, e.g. a security aspects letter, the Authority reserves the right to amend the terms of these instructions, as a result of any changes in national law or government policy, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies, or otherwise. This may relate to the instructions on safeguarding classified information as they apply to the tender process and, or, any contract awarded to you as a result of this tender process."

## **Sustainable Development**

F25. 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**

F26. 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.

F27. 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**

F28. In accordance with Condition 21 of Schedule 3 Tenderers are required to submit a Quality Plan with their Tender detailing how all Contract related quality requirements shall be fulfilled. The Quality Plan must be produced in accordance with Condition 21 of Schedule 3. and AQAP 2105 Edition 2, a copy of which is available upon request. The Quality Plan shall be passed to Babcock Technical/SRM Team for scrutiny. A template is included at Annex B to Schedule 3.



F29. 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.

### **Cyber Security**

F30. For contracts which necessitate the transfer of MOD identifiable information (MODII)<sup>1</sup>, all suppliers and any sub-contractors who will be in receipt of such MODII must hold an appropriate Cyber Security Certification by the contract start date at the latest, and ensure that this certification is renewed annually.

F31. To demonstrate compliance, Tenderers are required to complete a Supplier Assurance Questionnaire (SAQ) at <https://supplier-cyber-protection.service.gov.uk>, (if not already completed and demonstrated at DPQQ stage). Tenderers will need to enter the below reference when completing the SAQ, to access the appropriate Risk Assessment.

Cyber Protection Risk Assessment Ref: **RAR-RX7E4FB2**

For information this requirement has been assessed as being Low Risk

## Ministry of Defence

Tender Ref No. IRM18/6132

## Tender Submission Document (Offer)

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

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

<b>Applicable Law</b>				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
<b>Total Value of Tender (excluding VAT)</b>				
£ .....				
WORDS .....				
<b>UK Value Added Tax</b>				
If registered for Value Added Tax purposes, please insert:				
a. Registration No .....				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
<b>Location of work (town / city) where contract will be performed by Prime:</b>				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
<b>Mandatory Declarations</b> (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			<b>Tenderer's Declaration</b>	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?			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 foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract 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 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 Commercially Sensitive Information Form (DEFFORM 539A)?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by <a href="#">EC 744/2010</a> ) of the European Parliament and of the Council.	Yes* / No
Have you attached The Bank / Parent Company Guarantee?	Yes* / No / Not Required
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
<b>Tenderer's Declaration of Compliance with Competition Law</b>	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ul style="list-style-type: none"> <li>a. the offered price has not been divulged to any Third Party,</li> <li>b. no arrangement has been made with any Third Party that they should refrain from tendering,</li> <li>c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,</li> <li>d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and</li> <li>e. no arrangement has been made with any Third Party otherwise to limit genuine competition.</li> </ul> <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.</p>	
<b>Dated this..... day of ..... Year.....</b>	
<b>Signature:</b>	<b>In the capacity of</b>
(Must be original)	..... (State official position e.g. Director, Manager, Secretary etc.)
<b>Name:</b> (in BLOCKCAPITALS)	<b>Postal Address:</b>
<b>duly authorised to sign this Tender for and on behalf of:</b>	<b>Telephone No:</b>
(Tenderer's Name)	<b>Registered Company Number:</b>
	<b>Dunn And Bradstreet number:</b>

## **Information on Mandatory Declarations**

### **Part Tender**

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

### **Minimum Order Quantities**

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

### **IPR Restrictions**

3. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding) .

4. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclose the Contractor Deliverable, including export restrictions. In particular, you must identify:

- a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
- b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
- c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
- d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 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.

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

### **Notification of Foreign Export Control Restrictions**

7. 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.

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

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

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 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.

9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8. 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.

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

11. 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 8.

12. 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**

13. European Union (EU) legislation permits the use of various procedures to suspend customs duties.

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

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

## **Sub-contracts Form 1686**

16. [Form 1686](#) (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework - Contractual Process](#).

## **Small and Medium Enterprises**

17. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that every £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of MOD spending should be spent with SMEs by 2020; 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 an SME.

18. 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](#).

19. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative. Information on the Authority's purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](#).

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

BiP Solutions Ltd

Web address: [www.contracts.mod.uk](http://www.contracts.mod.uk)

Tel No: 0845 270 7099

## **Transparency, Freedom of Information and Environmental Information Regulations**

21. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 ([Government Transparency and Accountability](#)) and the information contained within the **Terms and Conditions of Contract Clauses 13,14, 15 and 16**.

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

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

## **Electronic Purchasing**

25. Tenderers must note that use of the Babcock DSG electronic ordering and payment system is a mandatory requirement for this Contract. Unconditional acceptance of all references to the Babcock DSG electronic ordering and payment system is required. A failure to do so will result in your Tender being non-compliant.

## **Change of Circumstances**

26. If you have not previously submitted a Statement Relating to Good Standing or circumstances have changed, please select 'Yes' 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' and provide further details in your Tender.

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

28. There are no MAA Requirements.

## **Bank or Parent Company Guarantee**

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

## **The Armed Forces Covenant**

30. The Armed Forces Covenant is a promise from the nation to those who serve, or who 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.

31. The Covenant is based on two principles:

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

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

32. [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.

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

Email address: [employerrelations@rfca.mod.uk](mailto:employerrelations@rfca.mod.uk)

Address: Defence Relationship Management  
Ministry Of Defence  
Holderness House  
51 – 61 Clifton Street  
London,  
EC2A 4EY

34. Paragraphs 30 - 33 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.

## **Statement of Requirement**

Babcock DSG Ltd - acting as agent to the UK Ministry of Defence ("the Authority") - has under consideration a 7 year Framework Agreement for The Supply of Thermal Camouflage Nets, Accessories and Associated Items.

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 CSIS (the Codification Support Information Systems maintained by the United Kingdom National Codification Bureau).

Babcock DSG Ltd 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.