



Ministry
of Defence

[Redacted]

Hull and Automotive Assistant Commercial
Manager

Armoured Vehicles Programme: In-Service
Platforms (AVP: ISP),
Spruce 1a #1122
MoD Abbey Wood
Bristol
BS34 8JH



MOD COMMERCIAL

Tel: [Redacted]
Fax: [Redacted]
Email: [Redacted]

Your Reference:

Our Reference:
CBTSYST/12029 - ITT

Date: 8th November 2013

Dear Sirs,

**Invitation To Tender (ITT) No CBTSYS/12029: Provision of In-Service Type Approved
Armoured Fighting Vehicle (AFV) Track and Associated Items**

WITHOUT COMMITMENT AND WITHOUT PREJUDICE

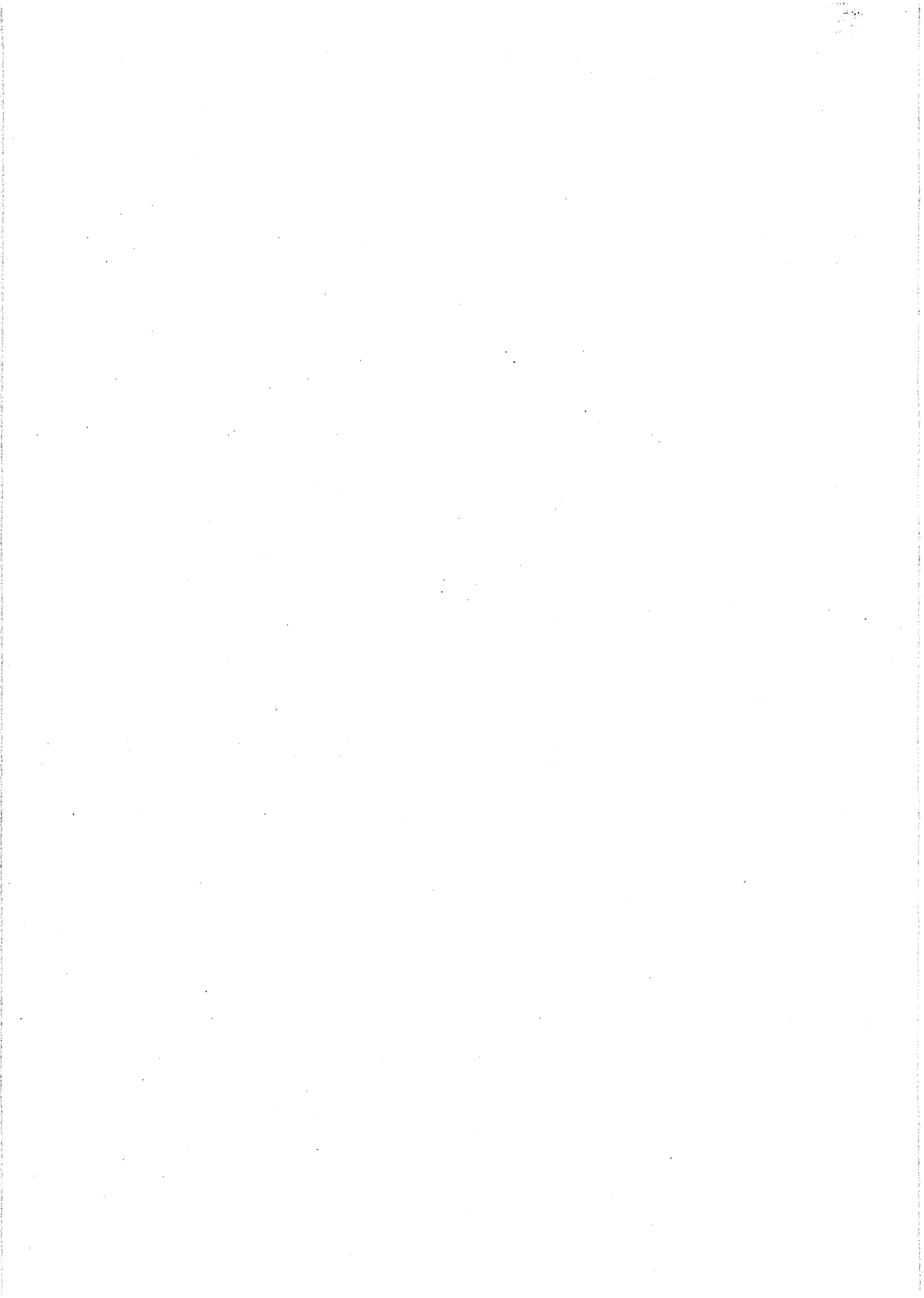
1. Please find attached a formal Invitation to Tender for the Provision of In-Service Type Approved Armoured Fighting Vehicle (AFV) Track and Associated I.
2. When compiling your response your attention is drawn to the various notices and instruction documents contained within the Invitation to Tender. Any modifications made to the Invitation to Tender will be done in writing via a formal Amendment.
3. If you have any questions or would like further clarification on specific areas on any part of the ITT please forward these, in writing (attached to an email is sufficient), to the undersigned – contact details at the head of this letter.
4. Your formal response to this ITT shall be **submitted to the undersigned** (address as per the letter head above) **no later than 10.00 on 6/12/2013.**

Yours sincerely,

{ORIGINAL SIGNED}

[Redacted Signature]

Defence Equipment & Support



ITT No. CBTSYST/12029

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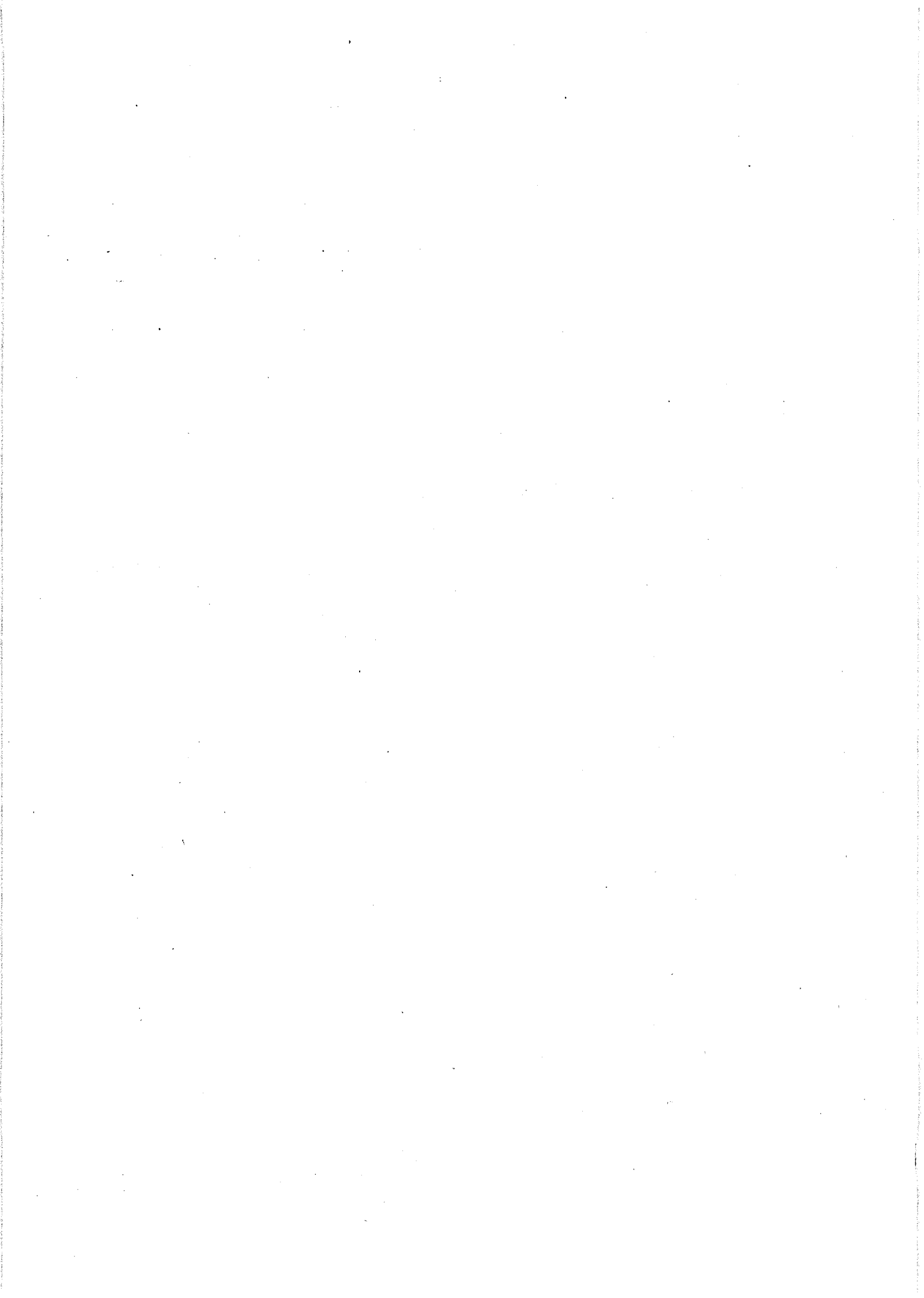
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DE&S

Tender Number :
CBTSYST/12029

Description:
Provision of In-Service Type Approved Armoured Fighting Vehicle (AFV) Track and Associated Items

Ministry of Defence
Invitation to Tender

To:	Tender No: CBTSYST/12029
	ITT Issue Date: 8th November 2013
	Due for return by: 6 th December 2013
	From:
	██████████ (MOD Commercial Branch)
	Spruce 1a #1122
	NH1
	MOD Abbey Wood
	Bristol,
	BS34 8JH
	Tel No: ██████████
	Fax No: ██████████

NOTICES TO TENDERERS

1. You are invited to Tender, in accordance with the following conditions, for the supply of Articles and / or Services detailed in the accompanying Invitation to Tender (ITT) Material. The issue of an ITT is not a commitment by the Secretary of State for Defence - 'the Authority' - to place an order as a result of the Tendering exercise or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance thereof, is a matter solely for the commercial judgement of your company. The Authority reserves the right to:

- a. undertake an iterative tendering process following receipt of the Tender;
- b. Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority;
- c. Seek clarification or documents in respect of a Tenderer's submission;
- d. Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- e. Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, the PQQ or the tender process;
- f. Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- g. Choose not to award any Contract as a result of the current procurement process; and / or
- h. Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

Publicity Announcement

2. Tenderers are advised that the MOD may wish to make a public announcement concerning the award of the contract for the requirement described in the attached Schedule of Requirements. The announcement will include information on any subcontracts placed down the supply chain valued at £1 million plus. To this end, unless there are specific objections for doing so, tenderers are requested to provide details of such subcontracts on the attached DEFFORM 47SC (Sub-contracts down the Supply Chain).

3. Any tenderer (s) who wishes to make a similar announcement, either coincident with or subsequent to MOD's announcement, should contact the commercial officer named above. The content of any announcement a successful tenderer(s) may wish to make must be cleared in advance by the appropriate MOD acquisition team and the MOD Security branch responsible for clearance of publicity material for open publication.

4. If the notice inviting Tenders was advertised in the OJEU or MOD Contracts Bulletin, MOD will publish, unless there are specific and valid reasons for not doing so, the following information on the contract awarded:

- 1) Contractor's Name;
- 2) Nature of goods or service to be supplied;
- 3) Award criteria;
- 4) Rationale for contract award;

5) Total price of the contract awarded.

5. Under no circumstances should a successful tenderer(s) confirm to any third party the fact of their acceptance of an offer of contract prior to informing MOD of their acceptance, and / or ahead of MOD's announcement of the award of contract.

Codes of Practice

6. The attention of tenderers is drawn to the agreements that have been reached by the MOD / Industry Commercial Policy Group (CPG) on Codes of Practice. The Codes of Practice are intended to demonstrate a commitment by MOD and its suppliers to the establishment of better working relationships in the supply chain, based upon openness and trust. The opportunity also exists for tenderers to advertise any subcontract 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: 0141 270 7329

Submission of Tender

7. Your Tender is to be submitted in a sealed envelope, bearing the enclosed label (DEFFORM 28), to the address shown thereon, for receipt no later than the date and time stated above. The outer packaging must clearly distinguish between commercial and technical tenders. For health and safety reasons no individual package should weigh more than 11 kilos.

8. The envelope bearing the DEFFORM 28 label will not be opened until the date and time printed thereon. The Authority cannot undertake to give consideration to any Tender submitted in a different manner (for example, by telephone, facsimile, email or telex) or any Tender not received on time. Where the Tenderer is required to provide electronic copies of Tenders, these must be provided with the Tender (s) to the Tender Board.

9. Any request for an extension of the period for tendering must be received at least 4 working days before the due date for return, but no undertaking can be given that an extension will be granted. Correspondence connected with your Tender which requires attention before the due date or communications stating that no Tender will be submitted should be sent in a separate envelope bearing no external reference to the ITT Reference Number or return date, addressed to the MOD address as stated above. This procedure is designed to preserve equity between Tenderers by ensuring that no premature disclosure of Tender details can take place.

10. No useful purpose is served by enquiring about the result of a competition. Tenderers will be notified of the Authority's decision as early as possible.

Conditions of Contract

11. A full set of the relevant Standard Contract Conditions and DEFCONs / DEFFORMs will only be attached to the ITT when it is thought that you do not already have access to them. If you have any doubt about the requirements, please telephone the MOD commercial officer named above. Forms specified herein may be obtained from MOD, Forms and Publication Commodity Management, PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP. **These are available electronically via <https://www.gov.uk/acquisition-operating-framework>.**

INSTRUCTIONS TO TENDERERS

1. Price

In order to facilitate the comparison of Tenders, the prices quoted for the Articles and / or Services and packaging must be calculated in strict accordance with the definition of Contract Price included in the Conditions of Contract.

2. Orders for Parts of the Tender

The Authority reserves the right, unless the Tenderer expressly stipulates to the contrary in their Tender, to order some or all of the Articles and / or Services stated on the Schedule of Requirements in this ITT.

3. Alternative Conditions

Subject to paragraph 5 hereof, the Tenderer shall comply with the notices and instructions set out in this DEFFORM and the Conditions of Contract in the accompanying ITT Material. Any offer made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone. The Tenderer may, however, draw attention in their Tender to any existing understanding or interpretation with the Authority regarding Conditions of Contract which they would want to apply to their Tender.

4. Tender Evaluation

The tender evaluation shall be carried out in accordance with the Evaluation Criteria stated in the ITT tender documentation. The authority can only evaluate those things stated in your tender.

5. Variant Bids

- a) The Tenderer is may only submit a variant bid, where the Contract Notice states variant bids will be considered (or where EU Regulations do not apply). A variant bid is a Tender which offers an alternative approach to, or method of, meeting the Authority's requirements as established in this ITT. The Authority will give full and careful consideration to any variant bid which the Tenderer may wish to submit. To facilitate such consideration, a variant bid should be offered, so far as possible, on the basis of the conditions set out in this ITT.
- b) The variant bid must meet the minimum 'mandated' criteria as stated in the Tender Evaluation Strategy. Any variant bid will be evaluated using only the stated criteria.
- c) The Authority reserves the right to accept a variant bid where it considers that this meets its requirement as established by this ITT. The Authority's decision will be final in this regard.
- d) The Authority will not ordinarily seek to use a variant bid as the basis for a further round of tendering, having given all Tenderers the same encouragement to think radically. Exceptionally, where the Authority considers that the tendering exercise has been ineffective, or where a variant bid has revealed its requirement to have been expressed in terms that inhibited the achievement of best value for money, it may determine that its requirement as established by this ITT should be amended and may seek new or revised Tenders based on an amended ITT. The Authority may in amending the ITT take account of the broad general features of variation from a variant bid but only with the prior written approval of the Tenderer concerned which shall not be unreasonably withheld, taking account of the extent of the amendment and the Tenderer's commercial interests. The Tenderer may mark or otherwise identify areas of particular commercial sensitivity in their variant bid which require prior discussion with the Authority on measures to protect the Tenderer's commercial interests in any exercise to seek new or revised Tenders. MOD will invite the Tenderer concerned to tender against any amended ITT in these circumstances, if they are still eligible against the original eligibility criteria.

6. Alteration to Schedule of Requirements by the Tenderer

Any alteration to the Schedule of Requirements considered desirable by the Tenderer e.g. an alternative delivery offer, should be effected by striking through the original entry and inserting the alternative adjacent to it. The Tenderer's attention is, however, drawn to the foregoing paragraphs 3 to 5.

7. Completion of Tender

- a) In the event of an Article appearing more than once in the attached Schedule of Requirements, whether separately or as part of an assembly, the Tenderer is requested to quote on the basis of the total quantity for that Article.
- b) The Tenderer should ensure that their Tender is clear and in a form which will allow the Authority to take copies for evaluation purposes.

8. Tenders for Selected Articles or Services.

Tenders need not necessarily be for all the Articles or Services listed in the Schedule of Requirements. The words "No Tender" should be inserted in the price column against items for which no offer is made.

9. **Bid costs**

The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this tender, including if the tender process is terminated or amended by the Authority.

10. **Alteration of Entries**

Once a price or other entry has been inserted, it should not be altered or erased. Any necessary correction should be effected by striking through the unwanted entry and inserting the correct one adjacent to it. All such corrections should be initialled by the Tenderer.

11. **ITT Material**

a) ITT Material means information (including for example, drawings, handbooks, manuals, instructions, specifications and notes of pre-Tender clarification meetings, in whatever form or medium), patterns and samples, issued to you by the Authority or on its behalf, or to which you have been given access, for the purposes of responding to this ITT. ITT Material remains the property of the Authority or other owners and is released solely for the purpose of tendering.

The Tenderer shall notify the MOD Commercial Branch without delay if any additional ITT Material is required for the purpose of tendering.

b) **Return of ITT Material** - In the event that a recipient of ITT Material decides not to participate in the submission of a tender, the ITT Material shall be returned to its place of issue without delay. If a tender is submitted to the Authority, the ITT Material may be retained by the Tenderer until the result of the competition is known. In the event that the Tenderer's bid is unsuccessful the ITT Material shall be returned to its place of issue without delay.

c) **Intellectual Property Rights in ITT Material**- The Intellectual Property Rights in ITT Material may belong to the Authority or a third party. The ITT Material may only be used for the purpose of responding to this ITT and shall not be copied, or disclosed to anyone other than employees of the Tenderer involved in the preparation of the Tender, without the prior written approval of the Authority. If the Tenderer discloses the ITT Material other than to employees involved in the Tender preparation, or uses the ITT Material other than for the purpose of Tendering, the Authority, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.

d) **Confidentiality Agreements**- Some or all of the ITT Material issued in connection with this ITT may already be the subject of Confidentiality Agreements. The provisions of such Agreements are in addition to, and not in substitution for, any obligations arising from receipt of or access to ITT Material under the terms of this ITT, and the provisions of sub-paragraphs 11a., 11b. and 11c.

12. **Samples**

Where it is indicated that samples may be required for evaluation, the Tenderer must be prepared to submit them without charge. Samples should be clearly labelled with the following particulars:

a) The Tenderer's name and address.

b) The ITT Reference Number and due date for return of the Tender.

c) Description and Item Number as shown in the Schedule of Requirements.

d) The Authority shall retain all samples for 12 months. After this period the Authority shall destroy the samples unless you specifically state you require their return. The sample of any subsequent contracts shall be kept indefinitely.

13. **Notification of Inventions etc.**

a) In their Tender the Tenderer shall notify the Authority of:

i. any invention or design the subject of Patent or Registered Design rights (or application thereof) of which the Tenderer is aware which is owned by a third party and which appears to be relevant to the performance of any resultant contract or to subsequent use by the Authority of anything required to be done or delivered under any resultant contract;

ii. whether they are subject to any restriction (including any export requirement or restriction) as to disclosure or use or obligation to make payments in respect of any other intellectual property (including technical information) required for the purpose of any resultant contract or subsequent use by the Authority of anything required to be done or delivered under any resultant contract;

iii. any allegation of infringement of intellectual property rights made against the Tenderer which pertains to the performance of any resultant contract or subsequent use by the Authority of anything required to be done or delivered under any resultant contract;

iv. any patent or registered design, (or application thereof) owned or controlled by the Tenderer and which appears to be relevant to the Articles or Services required under any resultant contract, and use of which by or on behalf of the Authority may give rise to a claim under Sections 55 and 56 of the Patents Act 1977, or Section 12 of the Registered Designs Act 1949;

b) the Tenderer shall at the request of the Authority give the Authority particulars of every restriction and obligation referred to in sub-paragraph 13.a)ii. and shall give the Authority any information for an authorisation to be given under Section 2 of the Defence Contracts Act 1958;

c) if the information required under this Paragraph 13 has been provided previously, the Tenderer may satisfy these requirements by giving details of the previous notification.

14. **Notification of Foreign Export Control and Security Restrictions**

a) In respect of any Articles or Services, as defined in DEFCON 501, likely to be required for the performance of any resultant contract, the Tenderer shall provide the Authority with the following information:

- i) In the Tender, the Tenderer shall notify the Authority if it is aware of whether all or part of any articles or services (which includes information and software) to be delivered under any resultant contract is or will be subject to:
 - a) a non-UK export licence, authorisation or exemption, or
 - b) any other related transfer control

that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property specific restrictions mentioned in paragraph 11.

- ii) If requested by the Authority, the Tenderer shall give the Authority a summary of every existing or expected licence and restriction referred to in paragraph 12(a)(i) and any related obligation or restriction to the extent they place an obligation or restriction upon the Authority with which the Authority must comply, including, to the extent applicable to such obligations or restrictions:
 - a) the exporting nation including the export licence number, where known,
 - b) the Articles and Services (including information and software) affected,
 - c) the nature of the restriction and obligation,
 - d) the authorised end use and end users,
 - e) any specific restrictions on access by third parties, or by individuals based upon their nationality, to the Articles or to anything delivered or used in the performance or fulfilment of the Services, and
 - f) any specific restrictions on re-transfer or re-export to third parties of the Articles or of anything delivered or used in the performance or fulfilment of the Services.

The Tenderer shall not be required to disclose any of the provisos to a licence (or even the existence of them) to the extent that they do not relate to an obligation or constraint with which the Authority must comply.

b) If requested by the Authority, the Tenderer shall provide an outline of its plan to mitigate the risks to the performance of the contract of the imposition of non-UK export controls and related end use, end user or re-transfer or re-export restrictions or restrictions on disclosure to individuals based upon their nationality identified at paragraph 14(a)(i) above.

c) The Tenderer shall use reasonable endeavours to obtain from all entities within its potential supply chain information sufficient to enable the Tenderer to respond fully to the provisions of paragraphs 14.a and 14.b. If the Tenderer is unable to obtain adequate information, the Tenderer shall make this known to the Authority when responding to paragraph 14(a)

d) If the Tenderer becomes aware at any time during tendering that all or part of any Articles or Services (which includes information and software)) proposed to be delivered under any resultant contract by virtue of controls imposed by a non-UK Government is likely to be made available to the Authority through the vehicle of a Government-to-Government sale only, the Tenderer shall promptly inform the Authority.

e) If the Tenderer has previously provided to the Authority the information required under this paragraph 14, the Tenderer may satisfy these requirements by giving details of the previous notification and confirming that they remain valid and satisfy the provisions of sub-paragraphs 14(a) to 14(d).

f) Where the Authority provides information or items or both to enable the Tenderer to prepare and submit its tender, or knows that at the time it issues the Invitation to Tender that any contractor selected to perform the contract resulting from this Invitation to Tender will be required to use any information or item, and that information or item is subject to a non-UK export licence or other related technology transfer control encompassed by the provisions of paragraph 14(a)(i), the Authority may, or at the request of the Tenderer undertakes to, give the Tenderer a summary of every non-UK export licence or other related technology transfer control and related obligation of which it is aware applicable to those items or information, including, to the extent applicable to the performance of the Contract if awarded to the Tenderer:

- i) the exporting nation including the export licence number, where known,
- ii) the items or information affected,
- iii) the nature of the restriction and obligation,
- iv) the authorised end use and end users,

- v) any specific restrictions on access or use by third parties, or by individuals based upon their nationality, to the items or information affected,
- vi) any specific restrictions on re-transfer or re-export to third parties of the items or information affected.

This does not include Intellectual Property specific restrictions of the type mentioned in paragraph 13.

The Tenderer shall notify the Authority immediately if it is unable for whatever reason to abide by any restriction referred to above.

g) The Authority shall provide the Tenderer with all reasonable assistance to facilitate the granting of an export licence by a foreign Government in respect of information contained within the Tender to enable its submission to and evaluation by or on behalf of the Authority without prejudice to the United Kingdom Government's position on the validity of any claim by a foreign Government to extra-territoriality.

15. **The Montreal Protocol**

As a signatory to the Montreal Protocol on Substances that deplete the Ozone Layer, Her Majesty's Government is committed to the reduction of the production and consumption of those substances controlled under the Protocol. The Tenderer must therefore state whether their response will involve the use of any or all of the substances named in the attached Annex A (in which case they must also provide full details of such use, including where this relates to packaging) or submit a "NIL RETURN". This does not apply to ITTs for Food, Services or Studies (where a report is the only output).

16. **Dangerous Articles and Substances**

It is a condition of this ITT that where the ITT calls for, or the Tenderer proposes, the use of dangerous articles or substances, the Tenderer shall provide with their Tender a completed Safety Data Sheet in accordance with DEFCON 68. Failure to comply fully with this condition may result in the Tender being deemed non-compliant thus rendering it ineligible for further consideration by the Authority.

17. **Elimination Of Asbestos**

Where this Invitation to Tender is for the procurement of Arms, Munitions or War Materials, the Contractor shall not incorporate asbestos of any kind into any of the Articles procured under any resultant contract with the MOD without its prior permission. This permission shall not be given unless that incorporation of asbestos would be lawful under the Control of Asbestos Regulations 2006 (SI 2006/2739) and the terms of any Certificate of Exemption issued by the Secretary of State for Defence in exercise of the power vested in him by regulation 33 of that SI.

18. **Customs Import Duty**

Council Regulation (EC) No 150/2003 suspends Customs duties on a wide range of military weapons and equipment imported into the European Union. Tenderers are advised that:

- a) for Articles or materials or components eligible for suspension of import duties under Council Regulation (EC) No 150/2003 a statement of the estimated value of the import duties included in the contract price is to be reported as part of the tender response for those items not yet imported into the European Union;
- b) if use of Council Regulation (EC) No 150/2003 is to be implemented no import duty shall be allowable in the final Contract Price in respect of those Articles, materials and components not yet imported into the European Union;
- c) it is the Tenderers responsibility to ensure compliance with all regulations relating to operation of the collection of import duties. This includes obtaining HMRC end use relief authorisation;

the Authority will, as Competent Authority, issue a Certificate in respect of Articles eligible for suspension of import duties at the award of any contract arising from this Invitation to Tender if deemed appropriate.

19. **Government Furnished Supplies**

Where any tangible property of the Authority, including Government Furnished Assets, but excluding documents and intangible information, is issued by the Authority in aid of the ITT, the Tenderer shall include that property of the Authority in their Public Store Account and it shall be treated in accordance with Def Stan 05-99 (Issue 2). Unsuccessful Tenderers are to seek disposal instructions for that property from the Commercial Officer responsible for the ITT.

20. **Transparency, Freedom of Information and Environmental Information Regulations**

a) Tenderers should be aware that, should they be awarded the Contract, the content of the Contract may be published by the MOD to the general public in line with government policy set out in the Prime Minister's letter of May 2010 (<http://www.number10.gov.uk/news/statements-and-articles/2010/05/letter-to-government-departments-on-opening-up-data-51204>.)

b) Before publishing the Contract, the MOD shall redact any information which would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

c) In order to assist the MOD in applying the exemptions in the FOIA and the EIR, Tenderers should complete the attached DEFFORM 539A, explaining which parts of their Tender they consider to be commercially sensitive. Tenderers are also requested to include on the Form the details of a named individual who may be contacted with regard to FOIA and EIR.

c) Tenderers should note that, while their views will be taken into consideration, the ultimate decision whether to publish or disclose information provided to the MOD lies with the MOD. Tenderers are advised to give 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 MOD decide to publish or disclose information against the wishes of a Tenderer, the Tenderer will be given prior notification.

21. **Work at Government Establishments**

Tenderers are reminded of their obligations under DEFCON 76 (Clause 16) to notify the Authority of any health and safety hazards, risks associated with such hazards, or precautions which should to be taken emanating from such risks, resulting from work to be performed at Government Establishments under any contract resulting from this Invitation to Tender.

22. **Consultation with Credit Reference Agencies**

The Authority may consult credit reference agencies to assess the creditworthiness of a client / supplier. Information on creditworthiness may be used by MOD to support and influence decisions to enter into business with a client / supplier.

23. **Conflicts of Interest**

MOD policy states that it is sometimes in the MOD's wider business interests to allow suppliers to operate on both the client and supply side. Conflicts of Interest can occur outside of direct commercial relationships between MOD and its suppliers and therefore all personnel involved in acquisition (both Authority and Tenderer) should be familiar with Commercial Policy Statement No1 – Conflicts of Interest.

Accordingly, Tenderers shall notify immediately the Authority of any current or potential Conflicts of Interest relating to the requirement and shall give particulars of every instance.

Where the Authority permits the tenderer or any entity within the tenderer's potential supply chain or any entity providing advisory services to the tenderer or its potential supply chain to work on both the Client and Supply side, the Contractor shall, as a legally binding agreement or condition of contract, be required to:

a) Adopt a formally agreed, legally binding, Compliance Regime (CR) between the Authority and the Contractor. This shall include but not be limited to:

- i. Manner of operation and management;
- ii. Roles and responsibilities;
- iii. Standards for integrity and fair dealing;
- iv. Levels of access to and protection of competitors sensitive information and Government Furnished Information;
- v. Confidentiality / Non-disclosure agreements (e.g. DEFFORM 702);
- vi. The Authority rights of audit;
- vii. Physical and Managerial separation.

b) Identify potential or actual Conflicts of Interest.

c) Investigate breaches.

24. **Small Medium Enterprises**

The MOD is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its aspiration that 25% of spend, direct and through the supply chain, goes to SMEs by 2015. A key aspect of this is ensuring that its suppliers and any suppliers within the supply chain are paid promptly. All suppliers to the Department are encouraged to make their own commitment and register with the Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>. Suppliers are also encouraged to work with the Department to support the wider SME initiative. The link below to the Cabinet Office website provides information on the Government's Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative. <http://www.cabinetoffice.gov.uk/content/crown-representative-smes-stephen-allott>

THE TENDERER MUST SIGN AND RETURN ONE COPY OF DEFFORM 47 (OFFER) WITH HIS TENDER

MONTREAL PROTOCOL SUBSTANCES

CFCs - Production of controlled CFCs has stopped.

CFC-11 (trichlorofluoromethane)	CFC-211
CFC-12 (dichlorodifluoromethane)	CFC-212
CFC-13	CFC-213
CFC-111	CFC-214
CFC-112	CFC-215
CFC-113 (trichlorotrifluoroethane)	CFC-216
CFC-114 (dichlorotetrafluoroethane)	CFC-217
CFC-115 (chloropentafluoroethane)	

The above substances are also used in blends: e.g.

CFC-500 (CFC-12/HFC-152a)
CFC-502 (CFC-115/HCFC-22).

Halons - Production of controlled Halons has stopped.

Halon-1211	(bromochlorodifluoromethane - BFC)
Halon-1301	(bromotrifluoromethane - BTM)
Halon-2402	

HBFCs - Production has stopped.

CHBr ₂	C ₂ H ₂ F ₂ Br ₂	C ₃ HF ₄ Br ₃	C ₃ H ₃ F ₂ Br ₃
CHF ₂ Br	C ₂ H ₂ F ₃ Br	C ₃ HF ₅ Br ₂	C ₃ H ₃ F ₃ Br ₂
CH ₂ FBr	C ₂ H ₃ FBr ₂	C ₃ HF ₆ Br	C ₃ H ₃ F ₄ Br
	C ₂ H ₃ F ₂ Br	C ₃ H ₂ FBr ₅	C ₃ H ₄ FBr ₃
C ₂ HFBr ₄	C ₂ H ₄ FBr	C ₃ H ₂ F ₂ Br ₄	C ₃ H ₄ F ₂ Br ₂
C ₂ HF ₂ Br ₃		C ₃ H ₂ F ₃ Br ₃	C ₃ H ₄ F ₃ Br
C ₂ HF ₃ Br ₂	C ₃ HFBr ₆	C ₃ H ₂ F ₄ Br ₂	C ₃ H ₅ FBr ₂
C ₂ HF ₄ Br	C ₃ HF ₂ Br ₅	C ₃ H ₂ F ₅ Br	C ₃ H ₅ F ₂ Br
C ₂ H ₂ FBr ₃	C ₃ HF ₃ Br ₄	C ₃ H ₃ FBr ₄	C ₃ H ₆ FBr

HCFCs - Production to be run down and phased out by 2015.
Certain use controls apply.

HCFC-21	HCFC-141	HCFC-225ca	HCFC-243
HCFC-22	HCFC-141b	HCFC-225cb	HCFC-244
HCFC-31	HCFC-142	HCFC-226	HCFC-251
HCFC-121	HCFC-142b	HCFC-231	HCFC-252
HCFC-122	HCFC-151	HCFC-232	HCFC-253
HCFC-123	HCFC-221	HCFC-233	HCFC-261
HCFC-124	HCFC-222	HCFC-234	HCFC-262
HCFC-131	HCFC-223	HCFC-235	HCFC-271
HCFC-132	HCFC-224	HCFC-241	
HCFC-133	HCFC-225	HCFC-242	

CARBON TETRACHLORIDE (CCl₄) - Production has stopped.

1,1,1-TRICHLOROETHANE (C₂H₃Cl₃) - Production has stopped.

METHYL BROMIDE (CH₃Br) - Production limits apply.

Tenderer's Commercially Sensitive Information Form

ITT Ref No:
Description of Tenderer's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information in Tender:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency/Freedom of Information matters: Name: Position: Address: Telephone Number: E-mail Address:

Ministry of Defence
TENDER

(OFFER)
ITT Ref No CBTSYST/12029

To the Secretary of State for Defence (hereinafter called "the Authority")

The undersigned (hereinafter called "the Tenderer") having read the Notices and Instructions to Tenderers and Conditions of Contract in the Invitation to Tender (ITT) such as DEFCONs, Standard Conditions of Government Contracts for Stores Purchases and such other terms and conditions as are specified in the ITT Material hereby offers to supply the Articles/Services specified in the attached Schedule of Requirements (to the extent which the Authority may determine in ordering the Articles/Services), at the price or prices and at the time or times stated therein and in accordance with any drawings and/or specifications stated in the Schedule and subject to the above-mentioned terms and conditions. Subject to paragraph 3 of DEFFORM 47, it is agreed that only the terms and conditions set out in the Invitation to Tender or any amendments issued by the Authority will apply.

The following additional information is provided:

Law	
Any contract which may result from this Tender shall be subject to English Law unless the Tenderer expresses a preference for Scots Law here:	
Premises where contract will be performed (if applicable)	
The contract resulting from this Tender will be performed at the Tenderer's and major sub-contractor's (if applicable*) premises at:-	
(*state nature of sub-contract work and name and address of contractor(s). If necessary, give details in a separate letter accompanying the Tender)	
Value of Tender (excluding VAT)	
a	Total cost of Articles/Services required computed at the Tenderer's quoted price £.....
b	Adjustment, if any, due to Articles/Services being required to be packaged to a standard other than that provided for in the price *Reduction/Addition (*delete as appropriate) £.....
c.	Total Value of Tender (to be repeated below in WORDS) £.....
	(WORDS:)
Value Added Tax	
If registered for Value Added Tax purposes, please insert	
a.	Registration No
b.	Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....
Transparency	
Should the Tenderer be awarded the Contract resulting from this Tender, it gives consent to the Authority to publish the content of the Contract to the general public. The completed DEFFORM 539A -Tenderer's Commercially Sensitive Form is attached.	
Dated thisday of Year	
Signature: In the capacity of (State official position e.g. Director, Manager, Secretary etc.)	
Name: (in BLOCK CAPITALS)	Postal Address:
duly authorised to sign this tender for and on behalf of:	Telephone No:
(Tenderer's Name)	Telex No:
	Fax No:

Special Notices and Instructions to Tenderers (SNITS)

THE CONTENTS OF THIS INVITATION TO TENDER MUST NOT BE DISCLOSED TO UN-AUTHORISED PERSONS AND MUST BE USED ONLY FOR THE PURPOSES OF TENDERING.

In addition to the Notices and Instructions specified elsewhere in the Invitation to Tender (ITT) the following shall also apply:

DEFFORM 47SC (Edn 06/02) - Sub-contracts in the Supply Chain

The tenderer shall complete details of all subcontracts in the supply chain using DEFFORM 47SC as part of his tender response. The tenderer shall supply details of each sub-contractor company name, the location of sub-contract work, and estimated value of sub-contract (£1M and over).

DEFFORM47 DSPCR

In addition to the notices and Instructions specified in DEFFORM 47 the following shall apply to this Invitation to Tender: -

1. Tenders are being invited in accordance with the relevant Regulations denoted above, as indicated in a notice published in the Supplement to the Official Journal of the European Union (OJEU) on 16th April 2013.
2. There is no final date for obtaining documents referred to in the Invitation to Tender, but in their own interests tenderers should make the earliest possible application. Unless otherwise stated documents obtained from the Ministry of Defence ("the Ministry") will be free of charge.
3. Tenders must be submitted in the English Language and in pounds sterling (£).
4. Tenders will be opened by a duly constituted Ministry Tender Board on the date, time and place shown on the return label. No persons other than members of the Tender Board are authorised to be present. Tenders presented by telephone will not be admissible.
5. The Ministry is obliged to allow a space of at least 10 calendar days to elapse between the date of dispatch of its notice to tenderers stating the name of the tenderer to [Insert either "be awarded the contract" or "become a party to the framework agreement"] (the Winning Tenderer) in response to this Invitation to Tender and the date on which the Ministry proposes to enter into the contract. This interval ("standstill") is to give unsuccessful tenderers an opportunity to make a legal challenge before such contract is entered into if there has been, or it is alleged that there has been, a breach of the relevant Regulations denoted above.
6. It is a Condition of this Invitation to Tender that the Winning Tenderer shall irrevocably hold his Tender open for acceptance for the period starting with the day on which the Ministry announces its decision to award the Contract to the Winning Tenderer in accordance with the Tender and ending:
 - a) thirty (30) days later; or
 - b) if legal proceedings challenging the award in favour of the Winning Tenderer are instituted prior to the entry into the contract, fourteen (14) days after the day on which such proceedings are finally determined.
7. In the event of such legal challenge, the Ministry agrees to use all reasonable endeavours to expedite proceedings.
8. The Contract shall be entered into by the Ministry sending to the Winning Tenderer by post, facsimile, or email to the address notified to the Ministry as the Winning Tenderer's address for

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service the Ministry's written notification of its entry into the contract on or before the expiration of the period specified in paragraph 6. of these Special Notices and Instructions.

9. The effect of written notification to the Winning Tenderer of the Ministry's entry into the contract under paragraph 8 of the Special Notices and Instructions is that the Contract shall come into existence in accordance with its terms on the date upon which the Ministry sends such written notification to the Winning Tenderer.

10. Thereupon the Winning Tenderer will proceed with the performance of the Contract in accordance with its terms.

11. Any disputes, differences or questions between the Ministry and the Tenderer with respect to the interpretation or application of the Option Period shall be referred to arbitration in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

12. The Ministry will not be responsible in any way whatsoever

- (i) for any work undertaken by a Tenderer; nor
- (ii) for any costs incurred by the Tenderer

before the Contract comes into existence.

13. Any requests for further information in connection with this Tender should be directed to the Commercial Officer identified in the Appendix to Contract.

14. Where the Articles which are subject of the tender are not supplied or provided by the tenderer, place of origin should be substituted for place of manufacture in DEFFORM 47.

15. Before accepting a tender, the Ministry may require that a guarantee of due performance is furnished in agreed terms and signed by a guarantor acceptable to the Ministry (normally a bank, insurance company or parent company).

16. The Regulations require that the Ministry publish a contract award notice in the OJEU after the award of the contract. The contract award notice should contain the information contained in the Regulations which includes (but is not limited to) the following:-

- a) the nature of the contract;
- b) the date of contract award;
- c) the name(s) and address(es) of winning tenderer(s);
- d) the value of the contract, or the lowest and highest offer taken into consideration.

17. The Ministry will publish the information required in the Regulations except where to publish such information: would impede 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. Accordingly the Ministry will, at its discretion, forward the above details to the OJEU not later than 48 days after contract award for publication unless the Winning Tenderer raises any timely, specific and valid objections to the information being released.

Purchase to Payment

The MOD intends to migrate its purchasing activity to electronic purchasing using the Defence Electronic Commerce Service (DECS). Tenderers should note that conditions DEFCON5J, DEFCON129J, DEFCON522J/DEFCON522JA and narrative condition titled Compliance with Electronic Transaction Agreement - DEFFORM 30 have been included within this ITT for this

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purpose. Tenderers should note that acceptance of these additional conditions and the ability/willingness to trade electronically will be considered as when evaluating tenders.

All tenderers should state in their tender response(s) that they are able or willing to trade via P2P. This will be regarded as a compliance issue when tender responses are evaluated.

If not already connected to DECS, tenderers should consult on connectivity options with the service provider Capgemini. Information on DECS and P2P may be viewed at www.d2btrade.com. An additional MODX days have been included in the tender response time to allow them to do so.

Special Notices and Instructions to Tenderers - Local Instructions

1. Requirement

The Authority intends to award a Firm Price Contract for the provision of In-Service Type Approved Armoured Vehicle Fighting (AVF) Track and associated items. The period of the proposed Contract is up to 5 (five) years.

2. Communication

All communications in connection with this Invitation to Tender, whether technical or commercial, shall, in the first instance be made to the Commercial Branch. Any such communications shall be made in writing to:

[REDACTED]
Hull and Automotive Assistant Commercial Manager,
Armoured Vehicles Programme - In-Service Platforms (AVP: ISP),
Spruce 1a #1122
MoD Abbey Wood
Bristol
BS34 8JH

Email: [REDACTED]
Telephone: [REDACTED]

The Tenderer may submit questions regarding the Invitation to Tender by email to the Commercial Branch, detailed above. Queries shall be limited to matters of clarification and shall be grouped according to category, i.e. 'Technical' or 'Commercial'. Responses to clarification questions will be sent to all Tenderers on a non-attributable basis. Questions shall only be accepted up to 5 working days before the Tender Return Dates.

3. Validity of Tenders

The Tenderer's quotation shall be deemed to be valid for acceptance for a period of 180 days from the due date of return of the Tender, unless it is specifically stated, in writing, to the contrary.

4. Tender Documentation

The Tenderer is to provide a response to this Invitation to Tender by no later than 10am on 6th December 2013 to the address at Special Instruction 6 (Tender delivery) below. If the Tenderer cannot respond by this date then they should contact [REDACTED] as soon as they are aware that they will not meet the date. An extension to the Tender Return Date will only be considered in exceptional circumstances and any such request must be received by the Commercial Branch as detailed in Paragraph 1, no less than 10 working days before the Tender Return Date. The Authority does not give any undertaking that any such request will be agreed.

The Tenderer's response should include, as a minimum, the following documentation:

- A signed DEFFORM 47;

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- A return in accordance with Paragraph 12 of the DEFFORM 47;
- The Tenderer shall present their proposal in two separate volumes, each volume shall be labelled accordingly and bear the Tender Reference Number, CBTSYST/12029. Each volume shall be prepared as an independent, self contained document, detailed below:
 - A Commercial Volume including a completed DEFFORM 110 and commercial compliance matrix in accordance with Annex A to these Special Notices and Instructions.
 - A Technical Volume detailing how the Tenderer will meet the requirements of the draft Contract. The Technical Volume shall NOT contain commercial or pricing information.

General advertising material shall not be included as part of the Tender Return.

5. Innovative Bids

In accordance with paragraph 4 of DEFFORM 47, the Tenderer is invited to consider the provision of innovative solutions in the performance and pricing strategy in respect of any contract resulting from the ITT.

6. Tender Delivery

The Tender Return Time & Date is 10:00 on the 6th December 2013.

Please disregard paragraphs 7 and 8 of the "Notices To Tenderers" in the DEFFORM 47 Edn 09/13. All Tender documentation shall be delivered in a sealed package for receipt by 10am on the Tender Return Date to:

[REDACTED]
Hull and Automotive Assistant Commercial Manager,
Armoured Vehicles Programme - In-Service Platforms (AVP: ISP),
Spruce 1a #1122
MoD Abbey Wood
Bristol
BS34 8JH

Telephone: [REDACTED]
Email: [REDACTED]

All outer packaging must be clearly marked with the Tender Number and Tender Return Date.

In keeping with Health and Safety Policy, no individual package shall weigh more than 15kg.

The Tender Documents must be dispatched by the Tenderer in sufficient time to reach the address specified above by 10am on the Tender Return Date. The Tenderer may deliver the Tender 'by hand' but it must be delivered to the above address.

The Authority expects Tenders to be submitted in the manner prescribed and cannot undertake to give consideration to any Tender submitted by telephone, telex, email or facsimile.

Tenders that do not arrive by the time and date specified will not be considered.

The Tenderer shall grant the Authority the right to use and copy the information supplied for the purpose of carrying out the Tender evaluation.

7. Non-Return of Tender Documents

The Authority is unable to return any documents submitted by the Tenderer.

8. Government Furnished Equipment

The Tenderer shall clearly identify any items of Government Furnished Equipment (in terms of quantities required, when and for how long) which will be required.

9. Competition in Sub-Contracting

The Tenderer is encouraged to include as part of their Tender response a plan for the work to be carried out identifying sub-contractor opportunities. The plan should identify each package of work or service etc for which the Tenderer intends to seek competitive tenders from third parties that are expected to lead to an order, or orders in excess of £40,000.

10. Quality

Evidence of UKAS (United Kingdom Accreditation Service) accreditation – it is MoD policy the Contractor shall be in possession of a current quality certification issued by a certification body accredited under the UKAS scheme.

The Tenderer shall submit with their tender, evidence of current certification under ISO 9001 showing the scope of the assessment body and the date the assessment was performed.

Where, within the last 12 months, evidence of certification has been supplied to the Commercial Branch identified in DEFFORM 111, Box 1 (Appendix to contract), the Tenderer shall state the relevant Tender or PQQ number. This data may suffice for complying with the certification providing that the accreditation is current and its scope is relevant to this technical requirement.

Tenderers must provide with their tender submission a draft Quality Plan. Tenderers are to include within the Quality Plan a Process Instruction derived from the specification of how the Contract will be performed. The process shall start from Goods Inward through to Dispatch i.e. inspection and testing, remanufacture process, invoicing and packaging etc. Any obsolescence issues must be addressed.

11. Sustainability

The Authority is committed to achieving sustainable development goals through educating the supply chain, developing performance measures and sharing best practice. This is not a condition of working with the Authority now or in the future. 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.

12. Small and Medium Enterprises (SMEs)

The Tenderer is required to advise:

- The number of employees
- The address where the Contract work shall be undertaken
- Whether the company is a Division or Subsidiary to a larger organization where that larger organization has more than 250 employees.

13. Statement Related To Good Standing

The Tenderer is required to complete and return the Supplier Statement Relating to Good Standing enclosed at Annex A to the Special Notices and Instructions.

Annexes to SNITS:

- A **STATEMENT RELATED TO GOOD STANDING**
- B **RESTRICTED ASPECTS LETTER**
- C **COMMERCIAL COMPLIANCE MATRIX**

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PLACE HOLDER FOR SNITS ANNEXES

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1. SCHEDULE OF REQUIREMENTS

Name and Address of Tenderer	MINISTRY OF DEFENCE	Tender No CBTSYST/12029
	Schedule of Requirements for the provision of In-Service Type Approved Armoured Fighting Vehicle Track and associated items	
Issued With DEFFORM 47	Issued On 8 th November 2013	Previous Contract No COMM2A/4092

Requirements

Item Number	Description	Notes to Supplier	Price £ (ex-VAT)
1	Provision of In-Service Type Approved Armoured Fighting Vehicle (AFV) Track and associated items as per Annex A (Table 1 and Table 2) of the contract	Estimated quantities, packaging and delivery requirements as per Annex A (Table 1 and Table 2) of the contract	As per Annex A (Table 1) of the contract

Note: If delivery requirement is blank, please refer to separate instructions/requirements

2. GENERAL CONDITIONS

DEFCON176A (Edn.06/08) - MOD Requirements for Competition in Sub-Contracting (Non-Competitive Main Contracts)

DEFCON501 (Edn.05/13) - Definitions and Interpretations

DEFCON503 (Edn.07/05) - Amendments to Contract

DEFCON515 (Edn.10/04) - Bankruptcy and Insolvency

DEFCON516 (Edn.04/12) - Equality

DEFCON518 (Edn.11/12) - Transfer

DEFCON520 (Edn.07/11) - Corrupt Gifts and Payments of Commission

DEFCON521 (Edn.04/12) - Sub-Contracting to Supported Employment Enterprises

DEFCON526 (Edn.08/02) - Notices

DEFCON527 (Edn.09/97) - Waiver

DEFCON528App (Edn.) - Appendix to DEFCON 528 – Overseas Expenditure, Import and Export Licences

DEFCON528 (Edn.05/12) - Overseas Expenditure, Import and Export Licences

The Contractor's attention is drawn to clause 1 of DEFCON 528 requiring notification of overseas expenditure. In this connection, the Contractor shall, within one month of acceptance of the Contract, notify the Contracts Branch of details of any overseas sub-contract or order he has placed, or intends to place, in aid of the contract. Details to be provided are: Contract No; Country in which sub-contract placed/to be placed; Name, Division and full postal address of sub-contractor; Value of sub-contract as applicable to main contract; Date placed/to be placed. If no overseas orders are to be placed, the Contractor shall advise the Contracts Branch to this effect in the same timescale

DEFCON529 (Edn.09/97) - Law (English)

DEFCON530 (Edn.07/04) - Dispute Resolution (English Law)

DEFCON531 (Edn.05/05) - Disclosure of Information

DEFCON532A (Edn.06/10) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON537 (Edn.06/02) - Rights of Third Parties

DEFCON538 (Edn.06/02) - Severability

DEFCON539 (Edn.08/13) - Transparency

DEFCON566 (Edn.09/13) - Change of Control of Contractor

DEFCON616 (Edn.10/98) - Competition/Alternative Sourcing

DEFCON656 (Edn.03/06) - Break

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For the purpose of this contract, the period of notice for Paragraphs 1 & 6 shall 2 (two) months and 1 (one) month respectively.

2.1 Scope

The requirement is for a 5 Year contract for the provision of In-Service Type Approved Armoured Fighting Vehicle (AFV) Track and associated items as per Annex A (Table 1 and Table 2) of the contract.

2.2 Duration

The Contract shall commence on 1st April 2014, for a period until 31st March 2019 and shall cover all the items required under Annex A of the Schedule of Requirements.

2.3 The Technical Authority

The Technical Authority for this Contract shall be the Authority's Project Manager (as detailed at Appendix to Contract – DEFFORM 111, Box 2).

2.4 Compliance with the Electronic Transactions Agreement

The Authority and the Contractor shall comply with the Electronic Transactions Agreement comprised in the completed DEFFORM 30, reference AVP-ISP/Cook Defence Systems Limited/Corp.Defform 30 Edn 09/13, dated 8th November 2013. The meaning of Purchase Order and Order Acknowledgement messages shall be as defined in the Contract and the terms and conditions of the Contract shall take precedence in all circumstances.

2.5 Freedom Of Information

In this condition, the definition of information shall be that set out in DEFCON 531 (Edn 05/05). The Authority shall not be in breach of the contract where it can show that any disclosure of information is made solely and to the extent necessary to comply with the Freedom of Information act 2000 or the Environmental Information Regulations 2004.

3. SPECIFICATIONS, PLANS, ETC

DEFCON68 (Edn.11/12) - Supply of Data for Hazardous Articles, Materials and Substances

DEFCON117 (Edn.10/13) - Supply Of Information For NATO Codification And Defence Inventory Introduction

DEFCON129J (Edn.07/08) - The Use Of The Electronic Business Delivery Form

DEFCON129 (Edn.10/13) - Packaging (For Articles other than Munitions)

DEFCON502 (Edn.06/08) - Specifications

DEFCON601 (Edn.10/04) - Redundant Materiel

NOTE: This DEFCON is included solely in relation to DEFCON611.

DEFCON602A (Edn.12/06) - Deliverable Quality Plan

Unless otherwise notified, the Quality Plan shall be delivered to the Quality Focal Point within 3 months of contract award and shall be considered accepted 1 month after delivery subject to the satisfaction of the Project Manager.

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DEFCON606 (Edn.10/97) - Change and Configuration Control Procedure

DEFCON608 (Edn.10/98) - Access and Facilities to be Provided by the Contractor

DEFCON610B (Edn.12/02) - Enabling Contracts - Duration Period (Spares/Repair Contracts)

DEFCON615A (Edn.03/04) - Orders for Articles/Services Under Enabling Contracts

DEFCON617 (Edn.12/02) - Enabling Contracts - Estimated Quantities

DEFCON624 (Edn.04/10) - Use of Asbestos in Arms, Munitions or War Materials

DEFCON627 (Edn.12/10) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON637 (Edn.08/99) - Defect Investigation and Liability

DEFCON644 (Edn.10/98) - Marking of Articles

3.1 Specification of articles

The articles delivered shall conform to the specification(s) detailed at Annex A of the contract.

3.2 Certificates of Conformity

Certificates of Conformity must be supplied by the Contractor at the request of the Project Manager as detailed in Appendix to Contract - DEFFORM 111, Box 2.

3.3 NATO Quality Assurance Requirements (Production)

For the purposes of the Contract AQAP 2120 Edition 3 entitled "NATO Quality Assurance Requirement for Production" and Defence Standard 05-61 Part 1 (Concessions) Issue 4 shall apply.

3.4 Quality Assurance Representative

All reference to the QAR in documents which form part of this Contract shall be read as referring to the Authority specified in Box 7 of DEFFORM 111.

3.5 Quality Standards

The following Defence Standards (DEFSTAN)/Allied Quality Assurance Publications (AQAP) apply when identified by DEFSTAN Reference No./AQAP No. only in this tender:

- a. AQAP 2105 – NATO Requirements for Deliverable Quality Plans;
- b. AQAP 2110 – NATO Quality Assurance Requirements for Design and Development
- c. AQAP 2130 (excluding para 5.4) – NATO QA Requirements for Inspection and Test;
- d. Def Stan 05-61 Part 1, Issue 4 dated 04 April 2004 – Quality Assurance Procedural Requirements - Concessions;

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3.6 Supply of alternative track types

The Authority reserves the right, at its sole discretion, to order any new pattern track in lieu of the previous pattern as per Annex A.

4. PRICE

DEFCON618 (Edn.12/02) - Standing Offer

DEFCON619A (Edn.09/97) - Customs Duty Drawback

DEFCON643 (Edn.07/04) - Price Fixing

DEFCON648A (Edn.07/04) - Availability of Information

DEFCON650A (Edn.07/04) - References to the Review Board of questions Arising Under the Contract

DEFCON651A (Edn.07/04) - Reference To The Review Board Of Questions Arising In Relation To Relevant Subcontracts Including Those With a Subsidiary Company or Firm

DEFCON652 (Edn.07/04) - Remedy Limitation

DEFCON695 (Edn.07/04) - Interim Summary Cost Statement - Post Costing

DEFCON696 (Edn.07/04) - Provision In Relation To A Final Summary Cost Statement - Post Costing

4.1 Price

Unless otherwise stated, the price shall be the price of the Articles packaged in accordance with the terms of the Contract and delivered ex-works, and shall include the cost of loading into road vehicles or in rail vehicles at a siding serving the Contractor's works. The price shall be as set out in Annex A Table 1 to the contract and shall be Firm for the years commencing 01 April 2014, 01 April 2015, 01 April 2016, 01 April 2017 and 01 April 2018.

The Firm Prices paid for the items ordered (see condition 7.1) and delivered in accordance with the Schedule Of Requirements (see also Annex A to the contract) shall be the Firm Prices agreed at the time of approved Demand Orders placed with the Contractor.

5. INTELLECTUAL PROPERTY RIGHTS

DEFCON632 (Edn.08/12) - Third Party Intellectual Property - Rights and Restrictions

6. LOANS

DEFCON23 (Edn.08/09) - Special Jigs, Tooling and Test Equipment

DEFCON611 (Edn.07/10) - Issued Property

DEFCON694 (Edn.02/12) - Accounting For Property of the Authority

7. DELIVERY

DEFCON5J (Edn.07/08) - Unique Identifiers

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Where used in conjunction with contracts for services, Clause 2 of the DEFCON shall not apply.

DEFCON113 (Edn.10/04) - Diversion Orders

DEFCON507 (Edn.10/98) - Delivery

DEFCON524 (Edn.10/98) - Rejection

DEFCON525 (Edn.10/98) - Acceptance

DEFCON612 (Edn.10/98) - Loss of or Damage to the Articles

DEFCON614 (Edn.09/03) - Default

DEFCON621A (Edn.06/97) - Transport (if Authority is responsible for transport).

7.1 Placement of Track Orders

The articles required as per the Schedule of Requirements (see also Annex A to the contract), shall be ordered by the Authorised Demander at DSG Land Systems Business Unit (LSBU). This shall be the Contractor's only authority to proceed with the requirements contained therein.

An approved Demand Order shall be issued for each requirement of a quantity of the items detailed in the Annex A to the Contract.

The Contractor shall acknowledge in writing receipt of each order within 3 working days. This acknowledgment shall trigger immediate processing of the demand onto the Contractor's IT System and the commencement of the delivery timescales. Demand Orders shall only be issued by the Authorised Demander at DSG LSBU.

7.2 Quantities, Delivery and Packaging

The estimated quantities over the course of the contract shall be as per Annex A Table 1 of the contract. If required by the Authority and once agreed with the Contractor, the firm quantities shall be as per Annex A Table 2 of the contract. The Contractor shall supply the articles to the delivery program contained in Annex A Table 2.

Firm quantities shall initially be agreed with the Contractor 6 months in advance of the required delivery date and 3 months thereafter for the remainder of the contract term.

The items shall be delivered Ex-Works on the last day of the period specified in Annex A Table 2 of the contract.

The articles shall be packaged as per Annex A Table 2 of the contract.

7.3 Liquidated Damages

It is recognised by the Parties that if the Contractor fails to deliver any of the Articles in accordance with the delivery program at Annex A (Table 2) the Authority will suffer loss and damage.

Accordingly, for each day's delay (including bank holidays and weekends) the Contractor shall pay the Authority up to a maximum of 6% of the price of the item which is delivered late as Liquidated Damages. The Parties confirm that this sum represents a genuine pre-estimate of the Authority's loss.

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The provisions of this Clause are without prejudice to any other rights of the Authority under the Contract, including but not limited to those under DEFCON 614 (Default). Accordingly, in the event that the Authority terminates the Contract, Liquidated Damages shall be payable under Clause 2 above until the date of such termination.

Unless expressly stated by the Authority in writing, the provisions of DEFCON 527 (Waiver) shall apply to the Authority's right to recover Liquidated Damages under this Clause.

7.4 Force Majeure

The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure result from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:

- a. acts of nature;
- b. war;
- c. hostilities;
- d. fire at any of the Contractor's premises or those of its suppliers.

The Contractor shall immediately notify the Authority in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event, its effect on the Contractor's obligations under this Contract, and the actions proposed to mitigate its effect.

Subject to the clause below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.

The maximum extension of time granted under this clause shall be limited to 6 (six) months after which time the Authority may, on giving written notice to the Contractor, terminate this Contract with immediate effect.

7.5 Warranty

In consideration of the agreed prices shown for all the items in the Schedule of Requirements (see also Annex A to the contract), the Contractor warrants that each repaired Article is fit for purpose for a period of up to 12 months in depot/storage and a further 12 months in service.

Warranty shall include work found to be unsatisfactory due to faulty workmanship or materials. The cost of rectification including surface transport to and from MOD depot in the UK and the costs of any spare parts supplied from HMG sources, shall be borne by the Contractor.

Although the Authority shall not be bound to return the items to the Contractor for the rectification of faults in accordance with this clause, any such rectification work shall be carried out in accordance with the quality standards specified in the Contract and the cost of that work shall be recoverable from the Contractor.

In the event that the Contractor incurs costs in ascertaining the cause of the faults which are subsequently agreed not to be attributable to him, the Authority will pay fair and reasonable prices for the work done.

8. PAYMENTS/RECEIPTS

DEFCON509 (Edn.09/97) - Recovery of Sums Due

DEFCON513 (Edn.06/10) - Value Added Tax

DEFCON522J (Edn.05/03) - Payment under P2P

DEFCON522JA (Edn.04/09) - Payment Under P2P - Matching The Invoice And Order (Two-way Match)

DEFCON522 (Edn.07/99) - Payment

DEFCON523 (Edn.03/99) - Payment of Bills Using the Bankers Automated Clearing Service (BACS) System

DEFCON534 (Edn.06/97) - Prompt Payment (Sub-Contracts)

9. CONTRACT ADMINISTRATION

DEFCON604 (Edn.11/04) - Progress Reports

For the purposes of the Contract, the frequency of reports shall be annual.

DEFCON609 (Edn.10/98) - Contractor's Records

DEFCON642 (Edn.06/97) - Progress Meetings

DEFCON647 (Edn.09/13) - Financial Management Information

9.1 Assignment, Novation and Transfer

The Authority shall be entitled to assign, novate, transfer or otherwise dispose of its rights and obligations under this Agreement or any part thereof to:

- (i) any Secretary of State, department office, instrument or agency of HM Government including any Contracting Authority;
- (ii) any other body (including but not limited to any private sector body) which substantially performs any of the functions that previously had been performed by the Authority, including any other contractor appointed by the Authority to take responsibility for the operation of all or part of this Agreement on behalf of the Authority with the Contractor's prior written consent (which shall not be unreasonably withheld or delayed),

Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not affect the validity of this Agreement. In such circumstances, this Agreement shall be binding on any successor body to the Authority.

The Authority shall be entitled to disclose to any transferee under this Condition any Confidential Information of the Contractor which relates to the performance of the Services by the Contractor. In such circumstances the Authority shall authorise the transferee to use such Confidential Information only for purposes relating to the performance of the Services and for

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no other purposes and, for the avoidance of doubt, the transferee shall be bound by a Confidentiality Agreement in relation to such Confidential Information.

9.2 Product and manufacturing improvement

The Authority and the Contractor shall actively seek to identify innovative proposals for improvement of the product and manufacturing process. The scope of such improvements shall include both Authority- and Contractor-driven improvements with benefits being shared on an agreed, case by case, basis. The scope of the improvements may also cover the introduction of new products, and no possible area for improvement shall be excluded from consideration. The benefits arising may be financial benefits, or benefits in kind, or both. The proportion of benefit share shall be agreed on a case by case basis, taking into account the specific circumstances of each case and any investments made by either the Authority or the Contractor. In the absence of specific reasons to the contrary, there will be a presumption of even shares between the Authority and the Contractor.

The provisions of this Condition shall not apply to improvements in processes or production efficiency, which the Contractor may achieve in the normal course of its business.

Proposals under this Condition shall be submitted in brief outline for discussion and evaluation by the Authority and the Contractor. All such proposals shall be serially-numbered and recorded and tracked on the Quarterly Project Reports in accordance with Condition 10 (Performance Monitoring). Outline proposals will be reported at the Quarterly Project Review Meetings. Only where both Parties agree that a proposal is likely to deliver worthwhile mutual benefits shall be taken forward as a formal proposal under this Condition.

Each formal proposal shall include as a minimum:

A financial analysis of the estimated costs to be incurred and the savings achievable by the introduction of the proposed change. This analysis will include details of costs of materials or services and the number of labour hours necessary to prove or implement the change (non-recurring costs). The total value of savings achievable shall be demonstrated by a comparison between the cost of existing cost of materials, services and hours and the revised costs. The IST will, as required, seek audit of these proposals by CAAS.

- ii. Proposed share between the Authority and the Contractor of the savings generated by the proposal, including treatment of non-recurring costs.
- iii. The most economic point of introduction for a proposed change.
- iv. A draft amendment.

Proposals agreed by the IST shall be logged by the Contractor. The Authority and/or the Contractor will recover any non recurring investment costs, confirmed by the CAAS investigation as appropriate, prior to savings being allocated.

9.3 Sustainable Procurement

The Ministry of Defence is actively pursuing sustainability in the environment in its procurement of equipment, services and ancillaries. The Contractor is to adhere to all legislation and directives in regards to environmental impact of their processes (inc. disposal) and production of their products and services but must also follow the MOD policy expressly POEMS (Project Orientated Environmental Management System) and POSMS (Project Orientated Safety Management System). The sustainability of the Contractors operations may be audited on an annual basis to confirm maintained and improved levels throughout the contractual duration.

9.4 Sustainable Procurement – Best Practice

The Contractor is encouraged to bring to the attention of the Authority any measures which might promote sustainable procurement from a social, economic and environmental point of view.

9.5 Sustainable Procurement – Legislative Requirements

The Contractor shall take all reasonable steps to procure the observance of [the economic, social and environmental legislation] related to the subject matter or the execution of the contract by any servants, employees or agents of the Contractor and any subcontractors engaged in the performance of the Contract.

If the Contractor becomes aware of any prosecution or proceedings, for criminal breaches of [the economic, social and environmental legislation] related to the subject matter or the execution of the Contract, against the Contractor, any servants, employees or agents of the Contractor and any subcontractors engaged in performance of the Contract, the Contractor shall immediately notify the Authority at the address specified in the Contract.

Any convictions during the period of the Contract for criminal breaches of [the economic, social and environmental legislation] related to the subject matter or the execution of the Contract by the Contractor or any of the Contractor's directors/partners or senior management who have powers of representation, decision or control, shall be regarded as a material breach of this Contract.

Appendix - Addresses and Other Information

1. Commercial Officer

DE&S, AVP: ISP, Neighbourhood 1, Spruce 1a #1122
MOD Abbeywood, Bristol, BS34 8JH

Tel: [redacted] Fax: [redacted]
Email: [redacted]

2. Project Manager, Equipment Support Manager or PT Leader
(from whom technical information is available)

DE&S, AVP: ISP, Neighbourhood 1, Spruce 1a #1122
MOD Abbeywood, Bristol, BS34 8JH

Tel: [redacted] Fax: [redacted]
Email: [redacted]

3. Packaging Design Authority

(where no address is shown please contact the Project Team in Box 2)

4. (a) Supply/Support Management Branch or JIGSAW Order Manager:

Tel No:

b) U.I.N.

5. Drawings/Specifications are available from

Project Manager Identified in Box 2

6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to

Project Manager Identified in Box 2

(where no address is shown the mauve copy should be destroyed)

7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and DEF STANs are available from Stan 1, Kentigern House, 65 Brown St, Glasgow, G2 8EX. A self addressed label should be sent with each application. Website is: www.dstan.mod.uk

8. Public Accounting Authority

1. Returns under DEFCON 694 should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester. M1 2WD ☎ 44 (0) 161 233 5394

9. Consignment Instructions

The items are to be consigned as follows:

See Schedule of Requirement

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM. DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com

11 The Invoice Paying Authority (see Note 1)

Ministry of Defence

☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-

242-2809

Liverpool, L2 3YL

Website is: www.mod.uk/DBSFinance

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site

Lower Arnclott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCCLS@mod.uk

OpsFormsandPubs@mod.uk

NOTES

1. **Forms.** Hard copies, including MOD Form 640 are available from address in Box 12. All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

2.* Many DEFCONs and DEFFORMs can also be obtained from the MOD Internet Website;

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

For Official Use Only Recoverable YES NO

Issue of Government Property YES NO

VAT Contractor - Country of Origin (delete those not applicable)

UK	Overseas (non-EC Country)	Overseas (EC Country)
----	---------------------------	-----------------------

If EC specify country:

Outside the scope	<input type="checkbox"/>	Item Nos	<input type="text"/>
Exempt	<input type="checkbox"/>	Item Nos	<input type="text"/>
Taxable Zero Rate	<input type="checkbox"/>	Item Nos	<input type="text"/>

Finance Branch

RAC/LPC/Project No

Requisition No

Project Management/ Production branch reference

Place of manufacture

Place of packaging

Contractor's Tel

Taxable - Standard
Rate

X

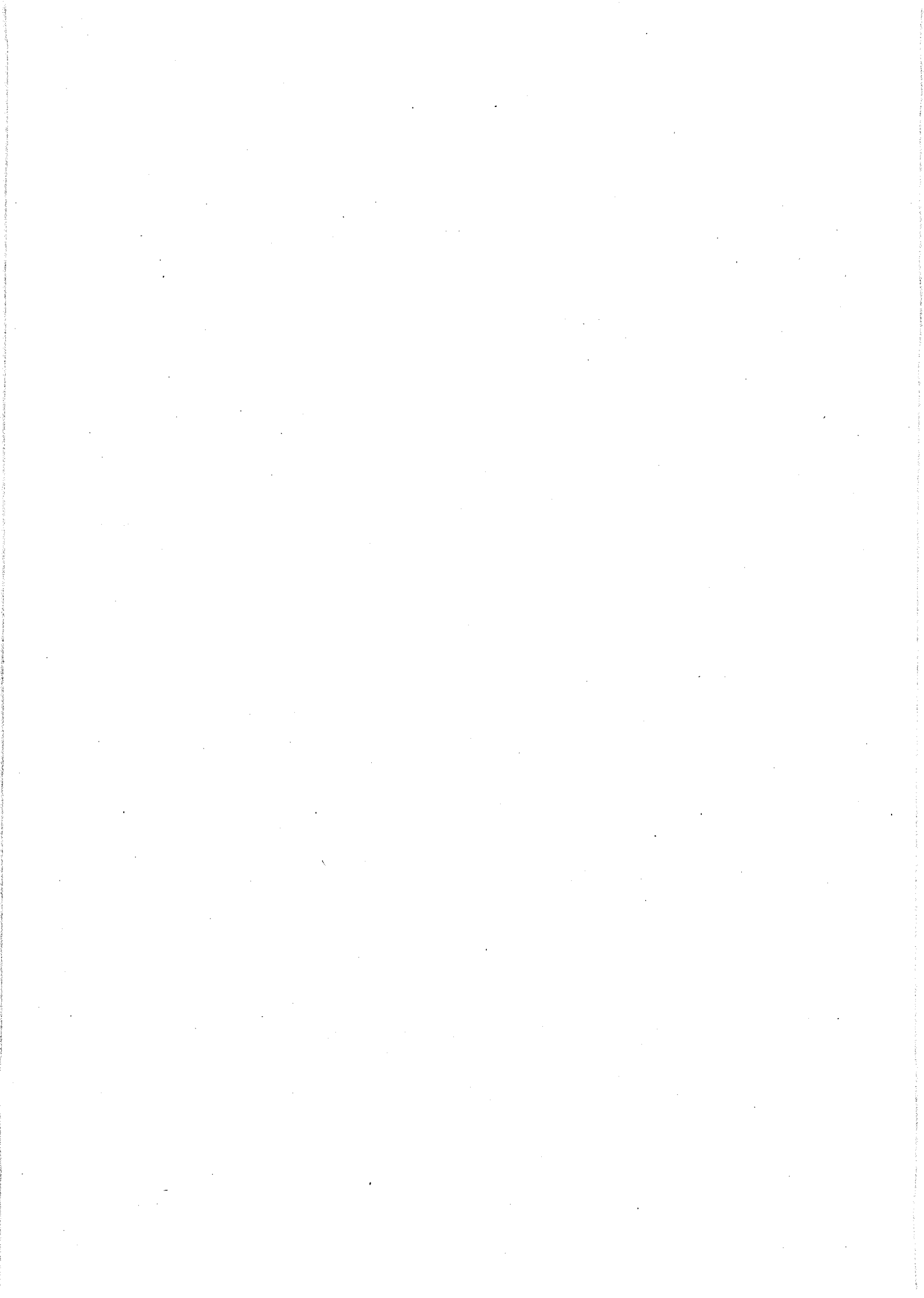
Item Nos

ALL

No

--

(where a contract is with an overseas contractor JSP 916 should be consulted)



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ANNEX A to DEFFORM 47 SNITs
ITT No. CBTSYST/12029

The Statement Relating To Good Standing (DSPCR)

Contract Title: Provision of Armoured Fighting Vehicle Track and associated items

Contract Number: CBTSYST/12029

1. We confirm, to the best of our knowledge and belief, that [*insert potential supplier*] including its directors or any other person who has powers of representation, decision or control of [*insert potential supplier*] has not been convicted of any of the following offences:

- (a) conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- (b) involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
- (c) corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906*;
- (d) the offence of bribery;
- (e) bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;
- (f) bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
- (g) fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union*, within the meaning of:
 - (i) the offence of cheating the Revenue;
 - (ii) the offence of conspiracy to defraud;
 - (iii) fraud or theft within the meaning of the Theft Act 1968* the Theft Act (Northern Ireland) 1969*, the Theft Act 1978* or the Theft (Northern Ireland) Order 1978*;
 - (iv) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
 - (v) in Scotland, the offence of fraud;
 - (vi) in Scotland, the offence of theft;
 - (vii) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies Act (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;

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**ANNEX A to DEFFORM 47 SNITs
ITT No. CBTSYST/12029**

- (viii) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994*;
- (ix) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- (x) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968* or section 19 of the Theft Act (Northern Ireland) 1969* or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
- (xi) in Scotland the offence of uttering; or
- (xii) in Scotland, the criminal offence of attempting to pervert the course of justice;
- (h) money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007*;
- (i) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA*;
- (j) an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- (k) in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);
- (l) any other offence within the meaning of Article 39(1) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any member State.

* including amendments to the legislation

2. **[Insert potential supplier]** further confirms to the best of our knowledge and belief that it:

- (a) being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for

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**ANNEX A to DEFFORM 47 SNITs
ITT No. CBTSYST/12029**

sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;

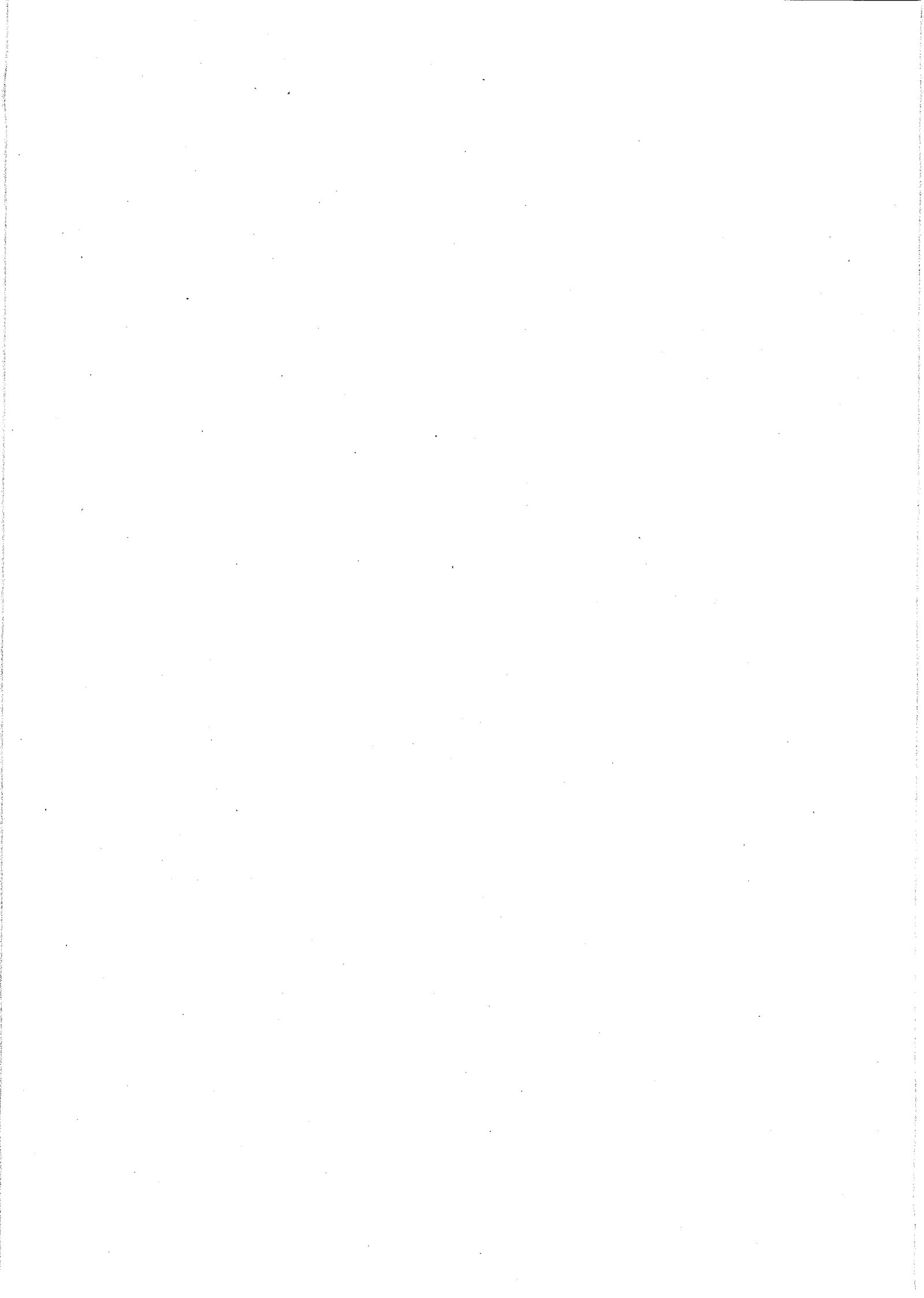
- (b) being a partnership constituted under Scots law, has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state?
- (d) has not been convicted of a criminal offence relating to the conduct of its business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;
- (e) has not committed an act of grave misconduct in the course of its business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;
- (f) has not been told by a contracting authority, that the Potential Provider does not to possess the reliability necessary to exclude risks to the security of the United Kingdom*;
- (g) has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the member State in which it is established;

has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the member State in which it is established.

* Please note that under the DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

Organisation's name	
Signed	
Position	
Date	

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Ministry
of Defence

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[REDACTED]
Systems Team Assistant Commercial
Manager

Defence Equipment and Support
Combat Tracks Group
Neighbourhood 1, Spruce 1a, #1122
MOD Abbeywood
Bristol
BS34 8JH



MOD COMMERCIAL

Tel: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

Your Reference:

Our Reference:
CBTSYST/12029 – RAL

Date: 8th November 2013

Dear Sirs;

Annex B to DEFFORM 47 DSPCR Special Notices and Instructions to Tenderers

RESTRICTED ASPECTS LETTER (RAL)

1. On behalf of the Secretary of State for Defence I hereby give you notice that the following aspects of the work under the above contract are marked **RESTRICTED**:
 - (i) Any communications between (the Contractor) and the Authority made for the purpose of running the contract or potential future contracts.
 - (ii) Any information about the quantities, value, and scheduling of goods ordered.
2. Will you please confirm the above definition is understood.
3. I have to remind you that information about this contract must not, without the approval of the Authority, be published or communicated to anyone except where necessary for the execution of the contract.
4. Your attention is drawn to the provisions of the Official Secrets Acts 1911 – 1989 in general, to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the act of 1989) in particular, that you should take all reasonable steps to make sure that all individuals employed on any work in connection with the contract have notice that these statutory provisions apply to them and will continue to apply after the completion or earlier determination of the contract.

Defence Equipment & Support

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5. Any access to information on MOD premises that may be needed will be in accordance with MOD security regulations under the direction of the MOD Project Officer.

Yours sincerely,

{ORIGINAL SIGNED}

[REDACTED]

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ANNEX C to DEFFORM 47 SNITs
ITT No. CBTSYST/12029

COMMERCIAL COMPLIANCY MATRIX

The Tenderer shall indicate their compliance (Full, Partial or Non) or otherwise with the terms and conditions of the proposed Contract by completing the Compliancy Statement below. Any proposed changes and the reasons for them must be clearly stated when completing the Compliancy Statement, which is to be returned as part of the COMMERCIAL PROPOSAL.

Your attention is drawn to Paragraph 3 of DEFFORM 47 in respect of any alternative conditions that may be proposed.

DEFFORM 47 (Edn 09/13) – Instructions to Tenderers	Compliance (Full/Partial/Non)	Comments
1. Price		
2. Orders for Parts of the Tender		
3. Alternative Conditions		
4. Tender Evaluation		
5. Variant Bids		
6. Alteration of Schedule of Requirements by the Tenderer		
7. Completion of Tender		
8. Tenders for Selected Articles or Services		
9. Bid Costs		
10. Alteration of Entries		
11. ITT Material: a) ITT Material b) Return of ITT Material c) Intellectual Property Rights in ITT Material d) Confidentiality Agreements		
12. Samples		
13. Notification of Inventions etc		
14. Notification of Foreign Export Control and Security Restrictions		
15. The Montreal Protocol		
16. Dangerous Articles and Substances		
17. Elimination of Asbestos		
18. Customs Import Duty		
19. Government Furnished Supplies		
20. Transparency, Freedom of Information and Environmental Information Regulations		
21. Work at Government Establishments		
22. Consultation with Credit Reference Agencies		
23. Conflicts of Interest		
24. Small Medium Enterprises		
DEFFORM 47 OFFER (Completed)		

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ANNEX C to DEFFORM 47 SNITs
ITT No. CBTSYST/12029

DEFFORM 47 SNITs	Compliance (Full/Partial/Non)	Comments
DEFFORM 47SC (<i>Go to contract annexes compliance section</i>)		
DEFFORM 47 DSPCR		
Purchase to Payment (<i>Go to contract conditions compliance section</i>)		
SNITs – Local Instructions	Compliance (Full/Partial/Non)	Comments
1. Requirement		
2. Communication		
3. Validity of Tenders		
4. Tender Documentation		
5. Innovative Bids		
6. Tender Delivery		
7. Non-Return of Tender Documents		
8. Government Furnished Equipment		
9. Competition in Sub-Contracting		
10. Quality		
11. Sustainability		
12. Small and Medium Enterprises (SMEs)		
13. Statement Related To Good Standing		
SNITs ANNEXES	Compliance (Full/Partial/Non)	Comments
Annex A – Statement Related To Good Standing (Completed and signed)		
Annex B – Restricted Aspects Letter (Confirmation of understanding of contents)		
Annex C – Commercial Compliance Matrix (Completed)		
ITT No. CBTSYST/12029	Compliance (Full/Partial/Non)	Comments
1. SCHEDULE OF REQUIREMENTS		
Delivery of Item 1 to the Authority's required timescales, quantities and quality standards, along with all packaging requirements (<i>see also Annex A to Contract</i>)		
2. GENERAL CONDITIONS	Compliance (Full/Partial/Non)	Comments
DEFCON 176A (Edn 06/08) - MOD Requirements for Competition in Sub-Contracting (Non-Competitive Main Contracts)		
DEFCON 501 (Edn 05/13) - Definitions and Interpretations		
DEFCON 503 (Edn 07/05) - Amendments to Contract		
DEFCON 515 (Edn 10/04) - Bankruptcy and Insolvency		
DEFCON516 (Edn.04/12) - Equality		
DEFCON518 (Edn.11/12) - Transfer		
DEFCON520 (Edn.07/11) - Corrupt		

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ANNEX C to DEFFORM 47 SNITs
ITT No. CBTSYST/12029

Gifts and Payments of Commission		
DEFCON521 (Edn.04/12) - Sub-Contracting to Supported Employment Enterprises		
DEFCON526 (Edn.08/02) - Notices		
DEFCON527 (Edn.09/97) - Waiver		
DEFCON528App (Edn.) - Appendix to DEFCON 528 – Overseas Expenditure, Import and Export Licences		
DEFCON528 (Edn.05/12) - Overseas Expenditure, Import and Export Licences		
DEFCON529 (Edn.09/97) - Law (English)		
DEFCON530 (Edn.07/04) - Dispute Resolution (English Law)		
DEFCON531 (Edn.05/05) - Disclosure of Information		
DEFCON532A (Edn.06/10) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)		
DEFCON537 (Edn.06/02) - Rights of Third Parties		
DEFCON538 (Edn.06/02) - Severability		
DEFCON539 (Edn.08/13) - Transparency		
DEFCON566 (Edn.09/13) - Change of Control of Contractor		
DEFCON616 (Edn.10/98) - Competition/Alternative Sourcing		
DEFCON656 (Edn.03/06) - Break		
NARRATIVE – 2.1 SCOPE		
NARRATIVE – 2.2 DURATION		
NARRATIVE – 2.3 THE TECHNICAL AUTHORITY		
NARRATIVE – 2.4 COMPLIANCE WITH THE ELECTRONIC TRANSACTIONS AGREEMENT		
NARRATIVE – 2.5 FREEDOM OF INFORMATION		
3. SPECIFICATIONS, PLANS, ETC	Compliance (Full/Partial/Non)	Comments
DEFCON68 (Edn.11/12) - Supply of Data for Hazardous Articles, Materials and Substances		
DEFCON117 (Edn.10/13) - Supply Of Information For NATO Codification And Defence Inventory Introduction.		
DEFCON129J (Edn.07/08) - The Use Of The Electronic Business Delivery		

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ANNEX C to DEFFORM 47 SNITs
ITT No. CBTSYST/12029

Form		
DEFCON129 (Edn.10/13) - Packaging (For Articles other than Munitions)		
DEFCON502 (Edn.06/08) - Specifications		
DEFCON601 (Edn.10/04) - Redundant Materiel		
DEFCON602A (Edn.12/06) - Deliverable Quality Plan		
DEFCON606 (Edn.10/97) - Change and Configuration Control Procedure		
DEFCON608 (Edn.10/98) - Access and Facilities to be Provided by the Contractor		
DEFCON610B (Edn.12/02) - Enabling Contracts - Duration Period (Spares/Repair Contracts)		
DEFCON615A (Edn.03/04) - Orders for Articles/Services Under Enabling Contracts		
DEFCON617 (Edn.12/02) - Enabling Contracts - Estimated Quantities		
DEFCON624 (Edn.04/10) - Use of Asbestos in Arms, Munitions or War Materials		
DEFCON627 (Edn.12/10) - Quality Assurance - Requirement for a Certificate of Conformity		
DEFCON637 (Edn.08/99) - Defect Investigation and Liability		
DEFCON644 (Edn.10/98) - Marking of Articles		
NARRATIVE – 3.1 SPECIFICATION OF ARTICLES		
NARRATIVE – 3.2 CERTIFICATES OF CONFORMITY		
NARRATIVE – 3.3 NATO QUALITY ASSURANCE REQUIREMENTS (PRODUCTION)		
NARRATIVE – 3.4 QUALITY ASSURANCE REPRESENTATIVE		
NARRATIVE – 3.5 QUALITY STANDARDS		
NARRATIVE – 3.6 SUPPLY OF ALTERNATIVE TRACK TYPES		
4. PRICE	Compliance (Full/Partial/Non)	Comments
DEFCON618 (Edn.12/02) - Standing Offer		
DEFCON619A (Edn.09/97) - Customs Duty Drawback		
DEFCON643 (Edn.07/04) - Price Fixing		

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ANNEX C to DEFFORM 47 SNITs
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DEFCON648A (Edn.07/04) - Availability of Information		
DEFCON650A (Edn.07/04) - References to the Review Board of questions Arising Under the Contract		
DEFCON651A (Edn.07/04) - Reference To The Review Board Of Questions Arising In Relation To Relevant Subcontracts Including Those With a Subsidiary Company or Firm		
DEFCON652 (Edn.07/04) - Remedy Limitation		
DEFCON695 (Edn.07/04) - Interim Summary Cost Statement - Post Costing		
DEFCON696 (Edn.07/04) - Provision In Relation To A Final Summary Cost Statement - Post Costing		
<i>NARRATIVE – 4.1 PRICE</i>		
5. INTELLECTUAL PROPERTY RIGHTS	Compliance (Full/Partial/Non)	Comments
DEFCON632 (Edn.08/12) - Third Party Intellectual Property - Rights and Restrictions		
6. LOANS	Compliance (Full/Partial/Non)	Comments
DEFCON23 (Edn.08/09) - Special Jigs, Tooling and Test Equipment		
DEFCON611 (Edn.07/10) - Issued Property		
DEFCON694 (Edn.02/12) - Accounting For Property of the Authority		
7. DELIVERY	Compliance (Full/Partial/Non)	Comments
DEFCON5J (Edn.07/08) - Unique Identifiers		
DEFCON113 (Edn.10/04) - Diversion Orders		
DEFCON507 (Edn.10/98) - Delivery		
DEFCON524 (Edn.10/98) - Rejection		
DEFCON525 (Edn.10/98) - Acceptance		
DEFCON612 (Edn.10/98) - Loss of or Damage to the Articles		
DEFCON614 (Edn.09/03) - Default		
DEFCON621A (Edn.06/97) - Transport (if Authority is responsible for transport).		
<i>NARRATIVE – 7.1 PLACEMENT OF TRACK ORDERS</i>		
<i>NARRATIVE – 7.2 QUANTITIES,</i>		

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ANNEX C to DEFFORM 47 SNITs
ITT No. CBTSYST/12029

DELIVERY AND PACKAGING (see also Annex A to Contract)		
NARRATIVE – 7.3 LIQUIDATED DAMAGES		
NARRATIVE – 7.4 FORCE MAJEURE		
NARRATIVE – 7.5 WARRANTY		
8. PAYMENTS/RECEIPTS	Compliance (Full/Partial/Non)	Comments
DEFCON509 (Edn.09/97) - Recovery of Sums Due		
DEFCON513 (Edn.06/10) - Value Added Tax		
DEFCON522J (Edn.05/03) - Payment under P2P		
DEFCON522JA (Edn.04/09) - Payment Under P2P - Matching The Invoice And Order (Two-way Match)		
DEFCON522 (Edn.07/99) - Payment		
DEFCON523 (Edn.03/99) - Payment of Bills Using the Bankers Automated Clearing Service (BACS) System		
DEFCON534 (Edn.06/97) - Prompt Payment (Sub-Contracts)		
9. CONTRACT ADMINISTRATION	Compliance (Full/Partial/Non)	Comments
DEFCON604 (Edn.11/04) - Progress Reports		
DEFCON609 (Edn.10/98) - Contractor's Records		
DEFCON642 (Edn.06/97) - Progress Meetings		
DEFCON647 (Edn.09/13) - Financial Management Information		
NARRATIVE – 9.1 ASSIGNMENT, NOVATION AND TRANSFER		
NARRATIVE – 9.2 PRODUCT AND MANUFACTURING IMPROVEMENT		
NARRATIVE – 9.3 SUSTAINABLE PROCUREMENT		
NARRATIVE – 9.3 SUSTAINABLE PROCUREMENT – BEST PRACTICE		
NARRATIVE – 9.3 SUSTAINABLE PROCUREMENT – LEGISLATIVE REQUIREMENTS		
Contract No. CBTSYST/12029 Annexes to Contract	Compliance (Full/Partial/Non)	Comments
Annex A – Schedule of Requirements (Table 1 & Table 2)		
Annex B – DEFFORM 522A		
Annex C – DEFFORM 47 SC		
Annex D – DEFFORM 129J		
Annex E – DEFFORM 30		

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ANNEX C to DEFFORM 47 SNITs
ITT No. CBTSYST/12029

Annex F – DEFCON 647 Annexes		
Annex G - Equality of Information		

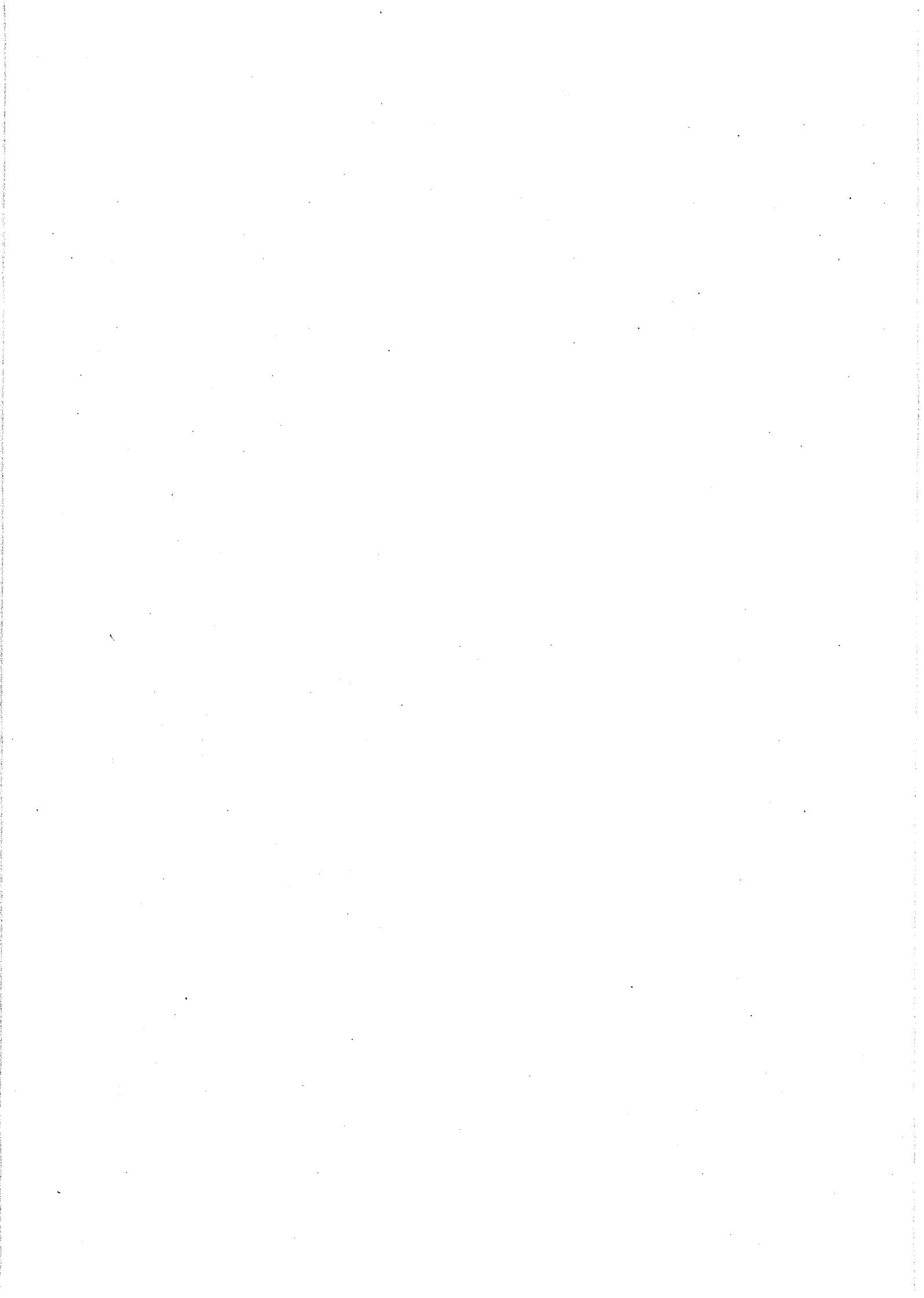


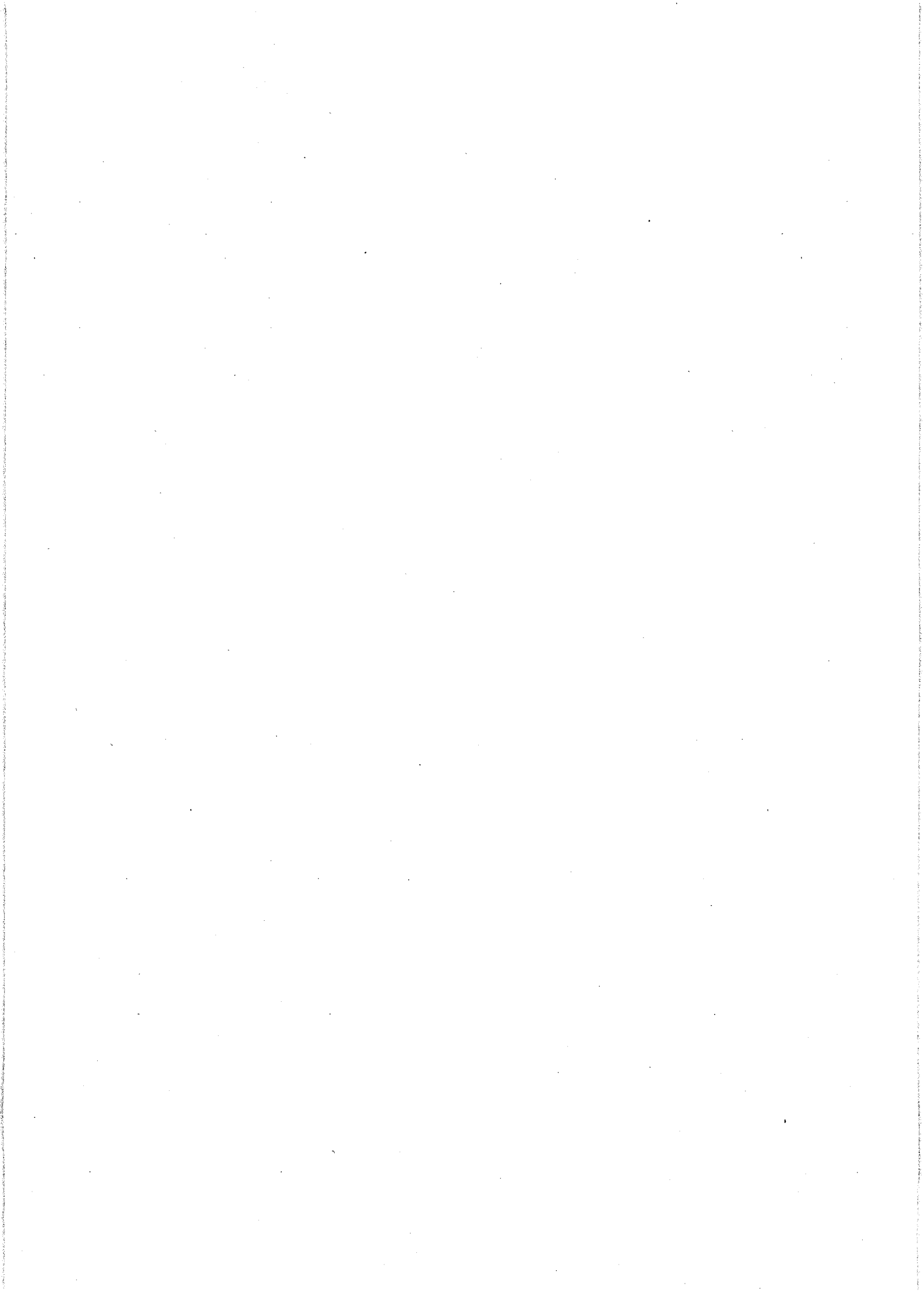
Table 2 - ESTIMATED QUANTITIES, DELIVERY PLAN, ADDRESSES AND PACKAGING
 YEAR 1 Commencing 1 April 2014

Period 1 April 2014 to 31 March 2015

Item No	DMC	NSN	Spec/Drawing/Part Number	Description	2014							2015					PACKAGING REQUIREMENTS	DELIVERY ADDRESS		
					Firm/Est QTY	APRIL	MAY	JUNE	JULY	AUG	SEPT	Firm/Est QTY	OCT	NOV	DEC	JAN			FEB	MAR
1	9CVT	2530-99-813-6493	FV724769 Issue B	CVRT 10 Link	0								0						Commercial packaging using MoD supplied metal pallets	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		
2	9CVT	2530-99-815-8646	FV724768	CVRT Track Link Single	0								0						Commercial packaging using MoD supplied metal pallets	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		
3	9CVT	2530-99-813-6494	FV713837 Issue D	CVRT Pin	0								0						Commercial Packaging	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		
4	9ACR	2530-99-838-4922	FV1020962 Issue A	FV430 10 Link	0								0						Commercial packaging using MoD supplied metal pallets	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		
5	9ACR	2350-99-773-3176	FV2274199	FV430 Pad Kit	0								0						Commercial Packaging	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		
6	9ACR	2530-99-837-4987	FV947453 Issue C	FV430 Pin	0								0						Commercial packaging using MoD supplied metal pallets	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		
7	9MCV	2530-99-768-9489	FV2034278 Issue 2	WR 7 Link Mk.1	0								0						Commercial packaging using MoD supplied metal pallets	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		
8	9MCV	2530-99-768-9490	FV2034279 Issue 9	WR Link Mk.1	0								0						Commercial packaging using MoD supplied metal pallets	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		
9	9MCV	2530-99-463-6391	BLR 7600	WR Pad Kit	0								0						Commercial Packaging	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		
10	9MCV	2530-99-839-9718	FV 2196887 Issue 2	WR Track Pin	0								0						Commercial Packaging	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		
11	9MCV	5310-99-002-1026	FV2187311 Issue 1	WR Nuts	0								0						Commercial Packaging	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		
12	9MCV	2590-99-666-7526	FV2272605	WR half-height Pad Kit	0								0						Commercial packaging using MoD supplied metal pallets	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		
13	4CR2AV	2590-99-480-7963	FV2263945	CR2 (5 Links) Mk.2	0								0						Commercial packaging using MoD supplied metal pallets	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		
14	4CR2AV	2590-99-741-4081	FV2226136 Issue 1	CR2 Track Pads	0								0						Commercial Packaging	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		
15	4CR2AV	2530-99-853-3576	FV2251566 Issue A	CR2 End Connector	0								0						Commercial Packaging	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		
16	4CR2AV	2530-99-492-9020	FV2251567 Issue A	CR2 Centre Connector	0								0						Commercial Packaging	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		
17	4CR2AV	5306-99-666-4054	FV2261380	CR2 Set Screw End	0								0						Commercial Packaging	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		
18	4CR2AV	5306-99-264-5553	FV2261381	CR2 Set Screw Centre	0								0						Commercial Packaging	DSDC Longtown Works Collection MoD Ex
		CUMULATIVE QTYS				0	0	0	0	0	0	0	0	0	0	0	0	0		

Notes

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- 3
- 4
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Annex A to ITT No. CBTSYST/12029

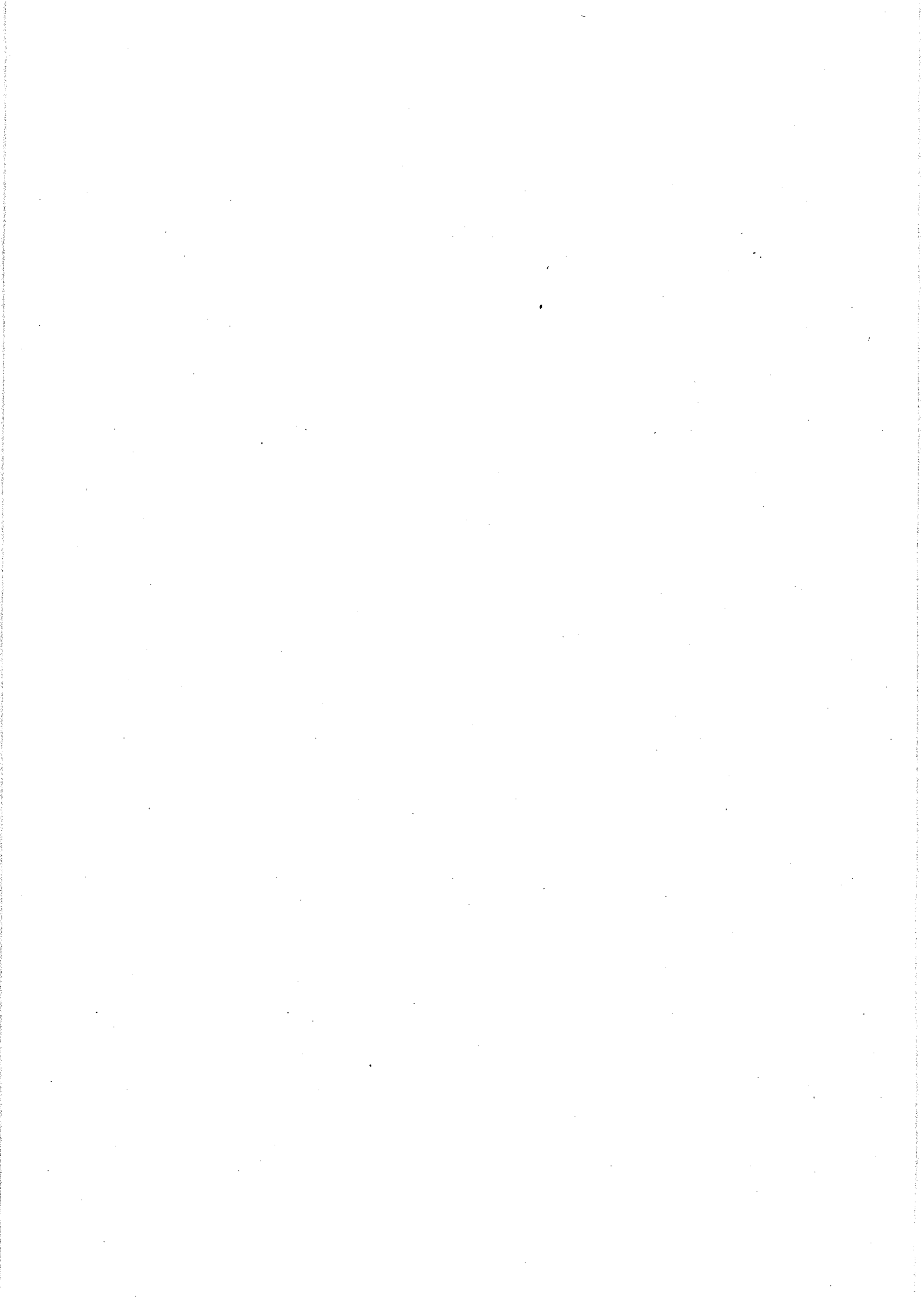
Table 1 - FIRM PRICING (Ex-Works) AND ESTIMATED QUANTITIES - YEAR 1 - Commencing 1 April 2014

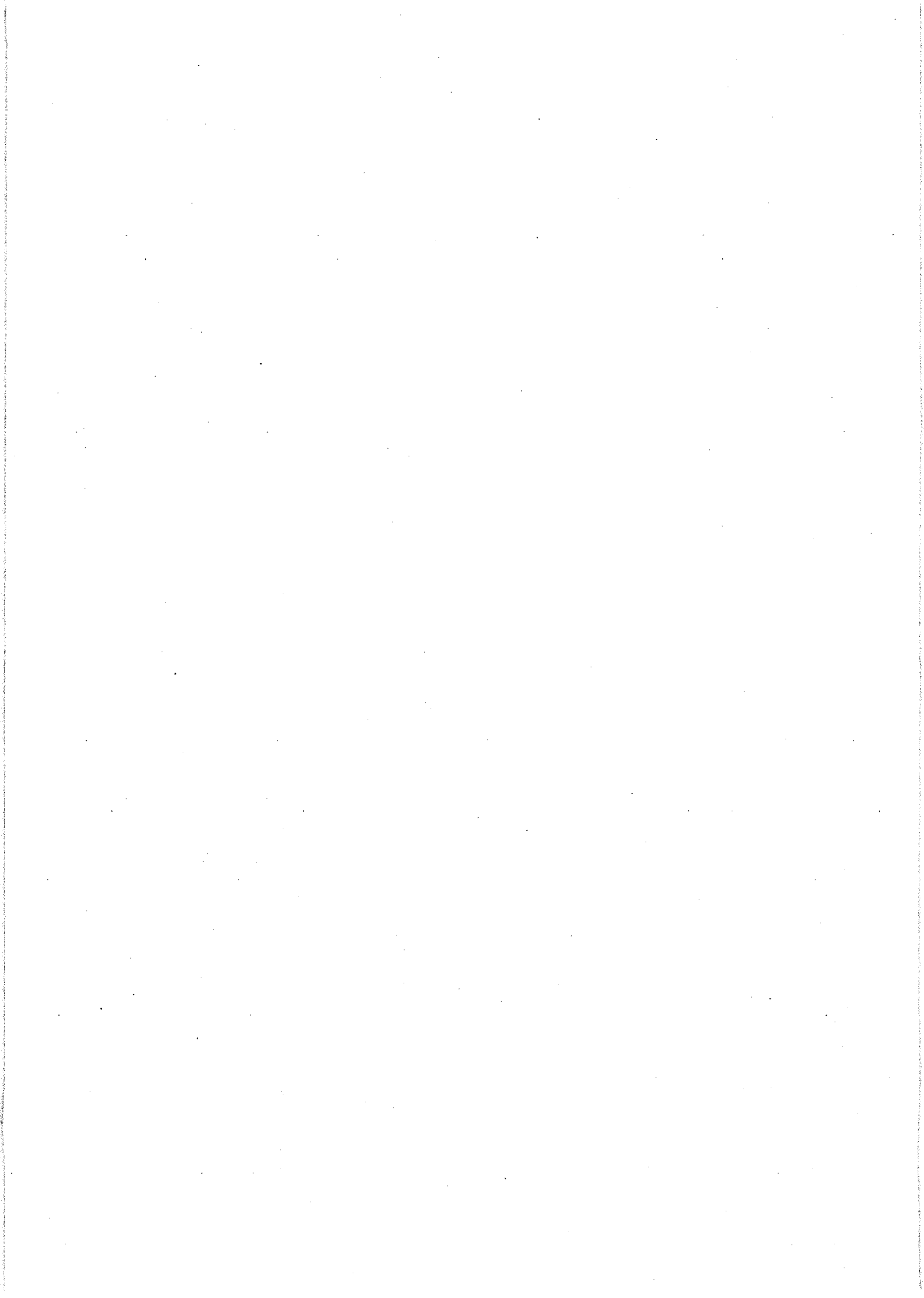
Item No	DMC	NSN	Spec/Drawing/Part Number	Description	Est. Qty	Year 1 Prices					
						0%-59% 1	60%-69% 2	70%-79% 3	80%-89% 4	90%-100% 5	100% plus
1	9CVT	2530-99-813-6493	FV724769 Issue B	CVRT 10 Link		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2	9CVT	2530-99-815-8646	FV724769	CVRT Track Link Single		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
3	9CVT	2530-99-813-6494	FV713837 Issue D	CVRT Pin		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
4	9ACR	2530-99-538-4922	FV1020962 Issue A	FV430 10 Link		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
5	9ACR	2350-99-773-3176	FV2274199	FV430 Pad Kit		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
6	9ACR	2530-99-837-4967	FV947454 Issue C	FV430 Pin		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
7	9MCV	2530-99-768-9469	FV2034278 Issue 2	WR 7 Link Mk 1		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
8	9MCV	2530-99-768-9490	FV2034279 Issue 9	WR Link Mk 1		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
9	9MCV	2530-99-463-6391	BLR 7600	WR Pad Kit		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
10	9MCV	2530-99-839-9718	FV 2186887 Issue 2	WR Track Pin		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
11	9MCV	5310-99-002-1026	FV2187311 Issue 1	WR Nuts		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
12	9MCV	2590-99-666-7526	FV2272605	WR half-height Pad Kit		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
13	4CR2AV	2590-99-480-7963	FV2263945	CR2 (5 Links) Mk 2		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
14	4CR2AV	2590-99-741-4081	FV2226136 Issue 1	CR2 Track Pads		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
15	4CR2AV	2530-99-853-3576	FV2251566 Issue A	CR2 End Connector		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
16	4CR2AV	2530-99-492-9020	FV2251567 Issue A	CR2 Centre Connector		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
17	4CR2AV	5306-99-666-4054	FV2261380	CR2 Set Screw End		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
18	4CR2AV	5306-99-264-5553	FV2261381	CR2 Set Screw Centre		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

Prices shall be in accordance with Conditions 4 and 4.1 of the Contract and shall be Firm, including packaging (see Table 2 to Annex A) and palletisation where appropriate (see Table 2 to Annex A)

Notes

- 1 1%-69% of the estimated quantity. For quantities delivered between 1% and 69% of the total estimated annual quantities, this price will apply.
- 2 70%-79% of the estimated quantity. For quantities delivered between 70% and 79% of the total estimated annual quantities, this price will apply.
- 3 80%-89% of the estimated quantity. For quantities delivered between 80% and 89% of the total estimated annual quantities, this price will apply.
- 4 90%-100% of the estimated quantity. For quantities delivered between 90% and 100% of the total estimated annual quantities, this price will apply.
- 5 100% plus. For quantities delivered above 100% of the total estimated annual quantities, this price will apply for the excess quantities over 100% only.
- 6 [REDACTED]
- 7 All packaging used is to be compliant to ISPM 15





ANNEX D to ITT No. CBTSYST/12029

DEFFORM 129J
(Edn 07/08)

Shipping Form Design

Use the following design and complete the fields in accordance with Annex A:

From:		Unique Identifier:  823456-8234/823458234/82349245	
Via:		To:	
Demand / Task Reference:  *BC278787*			
Description:			
RDD:	SPC:	UN Haz Code:	
Date Shipped:	Batch Number:	Piece Number:	
Weight:	Dimensions:		
NSN:	 *5120996260953*		
IMC/DMC:	D of Q:	Qty in Package: Total this Delivery:	

NB Four fields have been completed for illustration purposes only.

ANNEX A TO DEFFORM 129J

Shipping Form Attributes

The following table details the shipping form fields.

Field	Field Name	Field Description		Field Size	Data Type	Format	Mandatory On
A	From	Details of the supplier providing the Goods or Service.		256	alphanumeric		Goods & Services
B	Unique Identifier (UOI, URRRI or EUPI)	<p>Unique Order Identifier (UOI) Produced by P2P for non inventory Purchase Orders</p>	<p>The identifier that P2P uses to uniquely identify a specific shipment within a Purchase Order Line.</p> <p>These fields are concatenated together in the UOI.</p> <p>This field should be provided in both Bar Code Symbology 39 and human readable text.</p>	30	Alphanumeric and Bar Code Symbology 39	<p>A concatenation of the PO Number, PO Line Number and PO Shipment Number delimited by the forward slash character '/'</p> <p>If the PO Number is for a Blanket Purchase Agreement (BPA) then the format of the Number is: BPA Number and BPA Release Number delimited by the hyphen character '-'</p> <p>Example of a UOI for a BPA: 123456-1234/12345/1234</p> <p>If the PO Number is for a Standard PO and Contract Purchase Agreement (CPA) then the format of the Number is: Numeric</p> <p>Example of a UOI for a Standard PO or CPA: 23456/12345/1234</p>	Goods & Services

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Field	Field Name	Field Description	Field Size	Data Type	Format	Mandatory for
		<p>Unique Receipt Reference Identifier (URRI) Produced by P2P for Inventory Orders</p> <p>An alpha/numeric sequence that links the item received to original Purchase Order/Dues-In. For each full or part item delivery the Trading Partner will add an alpha suffix to the Unique Receipt Reference Number.</p>	6	This attribute is provided in both Bar Code 39 and human readable text format.	<p>5 or 6 alphanumeric in the following formats:</p> <p>For deliveries to Sea: Sxxxxxa e.g. S1234AA</p> <p>For deliveries to Land: Lxxxxxa e.g. L1234BA</p> <p>For deliveries to Air: xxxxxA e.g. 12345A</p>	Goods and Services
		<p>Electronic Business Capability Unique Package Identifier (EUPI)</p> <p>An alphanumeric sequence generated by the supplier.</p>	12	alphanumeric		Goods
C	Via	<p>Intermediate Address responsible for forwarding the package to the final destination.</p> <p>The address to which the supplier should send the delivery if filled in.</p>	256	alphanumeric		Goods and Services
D	To	<p>The Final Address to which the package shall be delivered or, in the case of a service, the address of the receiving authority.</p> <p>Unit name Delivery Address 1 Delivery Address 2 Delivery Address 3 Delivery Address 4 Delivery Address 5</p>	256	alphanumeric		Goods and Services

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Field	Field Name	Field Description	Field Size	Data Type	Format	Material
		Delivery Address Post Code Country				
E	Demand / Task Reference	Orders from P2P (Where the Unique Identifier is either the UOI or URRI) <i>Contract Number</i> identifying the MoD contract placed on a supplier responsible for the supply of specific goods <i>And if an inventory order</i>	12	alphanumeric		Goods and Services
		Inventory Orders from P2P (where the Unique Identifier is the URRI) <i>Order Number</i> identifying Purchase Order / warrant Order / Requisition placed against an Enabling Contract for the delivery of goods against that Contract. This attribute is provided in both Bar Code 39 and human readable test format.	20	alphanumeric & Barcode 39		Goods
		Non P2P electronic Orders (Where the Unique Identifier is the EUPI)	Demand Date + Serial Number + Line number + UIN	8+5+6+6	alphanumeric	DDMMYYYY + 12345678 + 12345 + 123456 + 123456
F	Description	Description of the item or service as defined in the contract.	240	alphanumeric		Goods and Services
G	RDD	Required Delivery Date (RDD) that the package is required at the demander's point of delivery.	8	numeric	DD/MM/YYYY	Goods
H	SPC	The Standard Priority Code denoting at what speed the package should be handled within MoD Supply Chain.	2	numeric		Goods

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	Field Name	Field Description	Field Size	Data Type	Format	Mandatory for:
J	UN Haz Code	UN Hazard Class. Denotes the potential hazard of the items within the package References: DEFCON 68 and DEFCON 129	2	alphanumeric		Goods
K	Date Shipped	Date package dispatched from the supplier or service provided.	8	Numeric	DD/MM/YYYY	Goods and Services
L	Batch Number	Batch Production Number indicated on the goods if required				Goods
M	Piece Number	The specific number of the package as a constituent of a number of packages delivered to complete one order. i.e. 1 of 1, 2 of 2 or 4 of 10	6	alphanumeric		Goods
N	Weight	The gross weight of the package in metric format.	8	numeric		Goods
P	Dimensions	The size of the package in L x B x H in metric format	15	alphanumeric		Goods
Q	NSN	The NATO Stock number. The NATO supply Classification code (NSC), Nation Code (NC) and Item Identity Number (IIN) that denotes the unique identification of a line item within the inventory system. This 13 character attribute (NSC 4, NC2, IIN 7) is provided in both Barcode 39 and human readable test format.	13	numeric & Barcode 39		Goods
R	IMC/DMC	The Inventory Management Code (IMC) / Domestic management Code (DMC) code given to a range of like or linked items managed by MoD Inventory manager	6	alphanumeric		Goods

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Field	Field Name	Field Description	Field Size	Data Type	Format	Mandatory
S	DofQ	Denomination of Quantity of the items in the package	2	alphanumeric		Goods
T	Qty in Package	The total quantity of the item contained within the package	7	numeric		Goods
T	Total This Delivery	The total quantity of the item being delivered for a specific order shipment	9	numeric		Goods

DEFFORM 129J Edition 07/08 - Explanatory Notes

The Electronic Business Delivery Form Explanatory Notes

1. This DEFFORM defines the delivery form designed to be both the P2P hardcopy document providing the details of goods or services being delivered by a supplier and the standard shipping label used for CLS contracts making use of Electronic Business Capability (EBC). This Electronic Business delivery form removes the need for MOD Form 640.

It rationalises the number of shipping labels used within the MOD by replacing the former 'P2P Delivery label / Form', the 'MOD Shipping Label' (used for Inventory purchases) and meets Supply Chain requirements for CLS contracts utilising Electronic Business Capability (EBC)

Although all future contracts going onto P2P must use the new DEFFORM 129J, current contracts that still contain DEFCON 129J (Edn 05/03) DO NOT need to be amended to make use of the new label.

Scope

2. The Electronic Business delivery form is meant to provide sufficient information to allow receipt details to be entered into appropriate MOD systems for inventory and non-inventory deliveries. It permits receipt points to identify, electronically receipt against an extant order, and aids resolution of discrepancies. This label / form does not support other information requirements such as storage considerations and quality checking which need to be provided separately.

Form Usage

3. The Electronic Business delivery form shall accompany the package / consignment to which it applies. It may be attached as a label, directly to the package surface, or as a form in a document envelope.

4. This form shall be provided by the Contractor for all deliveries of Articles and performance of Services where the original Order or Demand is raised under DEFFORM 30. Failure to provide this form will lead to greater resource effort, more input errors and delays in payment processes

5. As a form it has been designed along the lines of a shipping label, and may also be used for that purpose for orders internal to the UK and not intended to leave the UK other than through the Military Supply Chain.

Data Items not included

6. Additional Label Identification

a) The Electronic Business delivery form described here indicates the minimum default requirement for suppliers. The use of additional information such as coloured labels or coloured stickers to help receipt points fast track priority deliveries is not included here. Where there is a need to obtain this type of information from suppliers then commercial staff should incorporate it into the supplier's contract.

7. Logistic and other Data Fields

a) There are many other information / data fields that can be used for logistic/storage reasons on labelling. They are dealt with by DEFCON 129 or are requirements of other contract conditions. Due to the restrictions on label size most could not be included but should be applied as required elsewhere.

8. Where data items are duplicated by other requirements they need not be repeated on other labelling provided this form is retained on the package / consignment, see Def Stan 81-41 (Part 6) with reference to combination labels.

Bar Code Symbology and Print Quality

9. The bar code symbology used shall meet the requirements of STANAG 4329, "NATO Standard Bar Code Symbologies", specifically Code 39 (ISO/IEC 16388), unless otherwise specified.

10. The barcode print quality shall be as defined in ISO/IEC 16388 (Information technology - Automatic identification and data capture techniques - Code 39 bar code symbology specification). The Overall Grade shall be at least Grade B at point of printing and not less than Grade C at final point of receipt.

Methods of Printing

11. For method of printing the Electronic Business delivery form see Def Stan 81-41 (Part 6), laser printing is preferred.

Label/Form Structure

12. For the provision of Services

a) Where delivery is for a service the following criteria apply:

Standard size is A4 (210 mm x 297 mm);

The appropriate bar coded Unique Identifier shall be provided in all cases unless specified otherwise in the contract;

One form shall be provided either on completion of the whole service or on completion of an agreed stage of the service.

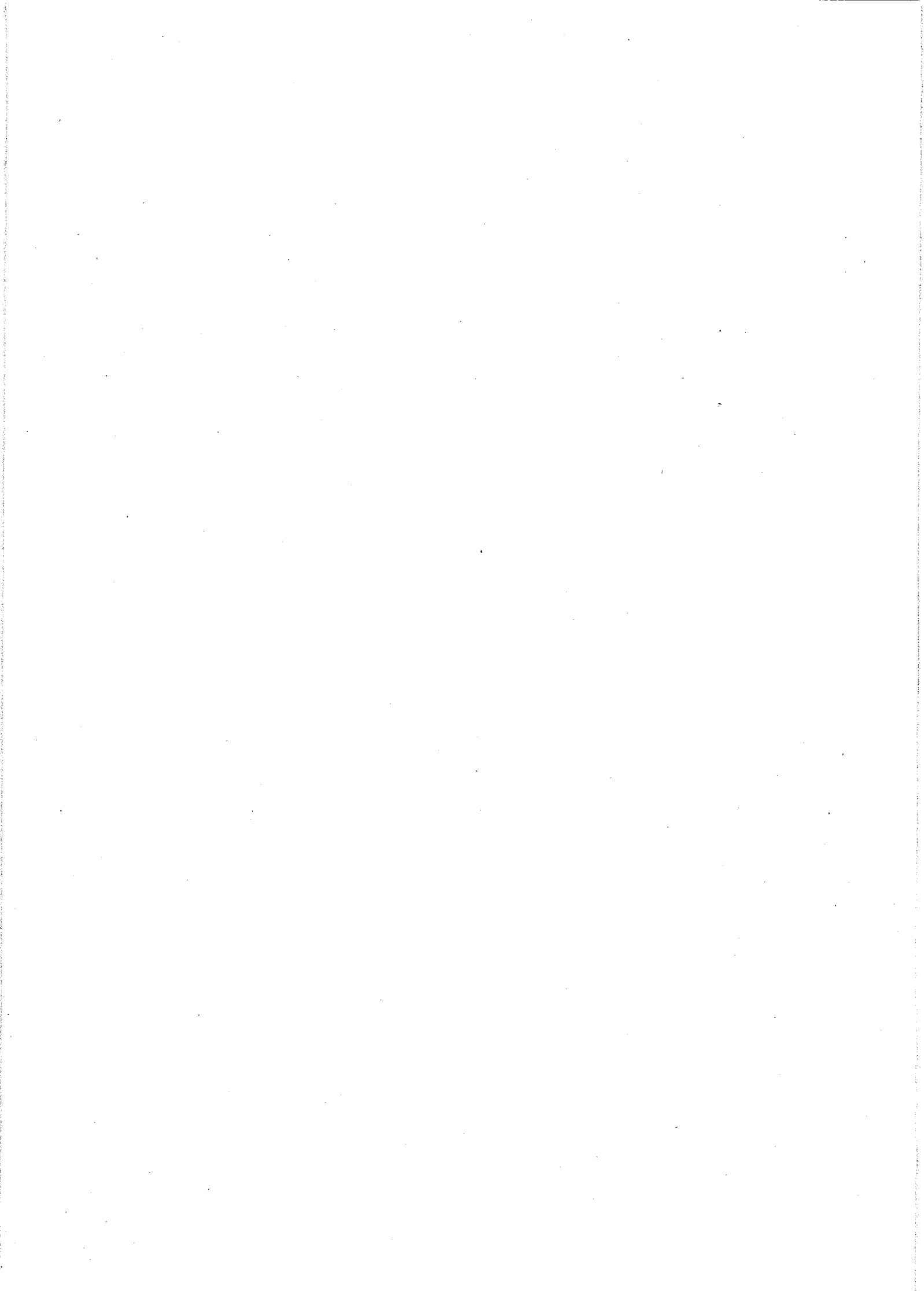
For the provision of Items

13. Where delivery is for a physical item the following criteria apply:

- a) The nominal label size is A6 (102 mm x 152 mm) but A5 (148 mm x 210 mm) is acceptable. Other sizes can be used if required, provided text and bar code legibility and quality are not compromised.
- b) The bar coded Unique Identifier shall be provided in all cases, unless specified otherwise in the contract;
- c) Two labels / forms shall be provided attached to each package / consignment delivered. One shall be detachable for use in processing the information through the appropriate MOD receipting system.
- d) This DEFFORM defines the delivery form designed to be the P2P hardcopy document providing the details of goods or services being delivered by a supplier. This Electronic Business delivery form removes the need for MOD Form 640. However, it should be noted that unit of measure / denomination of quantity for an item delivered may require DEFCON 129 labelling arrangements. Details of the requirement shall be included in the contract. This may include additional bar coded data for items to be held in stock.

The process to be used where more than one non-inventory catalogue item is being delivered

14. For the purpose of e-Catalogues, where many line items are often required, it would be acceptable, when agreed with the relevant Commercial Staff, for a comprehensive list of items detailing all relevant mandatory information for receipting purposes to be attached to the completed DEFFORM 129J.



THE ELECTRONIC TRANSACTIONS AGREEMENT

Between

{Company Name}

and

SECRETARY OF STATE FOR DEFENCE

Ministry of Defence

Electronic Transactions Agreement

THIS AGREEMENT comprises The General Clauses for electronic transactions.

The terms of this Agreement shall govern the conduct and methods of operation between the parties in relation to the electronic exchange of data for the purposes of or associated with the supply of Articles and/or Services pursuant to those contracts which reference it. Except as otherwise provided in the appended terms, the terms do not apply to the substance of the data transfer. This Agreement shall have the date of and be effective from the date of the last signature hereunder.

AGREED

For and on behalf of

{Company Name}

Signature

Name

Position

Date

For and on behalf of

Secretary of State for

Defence

Signature

Name

Position

Date

Whose registered office is at:

Agreement reference number

AVP: Corp
DEFFORM 30 Edn 09/13

Contents

Electronic Transactions

General Clauses

CLAUSE 1	Definitions
CLAUSE 2	Scope
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CLAUSE 6	Acknowledgement of Receipt of Messages
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CLAUSE 14	Virus Control
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Annex A Message Implementation Guidelines
(MIGs) and Additional Requirements
and Information Applicable to this
Agreement

1. Definitions

a. In this Agreement, in addition to the definitions in DEFCON 501:

i. **"Acknowledgement of Receipt"** means the procedure by which, on receipt of a Message, the logical presentation or form are checked, and a corresponding acknowledgement or rejection is sent by the receiver;

ii. **"Adopted Protocol"** means the method(s) for the Interchange of Messages between the respective Parties and an intermediary appointed pursuant to Clause 8 for the presentation and structuring of the transmission of Messages as defined in Annex A;

iii. **"Associated Data"** means that data which accompanies a Message but may not be in the Adopted Protocol; such data may include header information, protective markings, designations, Electronic Signatures, date and time of transmission and of receipt;

iv. **"Data"** means all Messages and Associated Data transmitted, received or stored in a digital form;

v. **"Data File"** means a single record or collection of data records that are logically related to each other, and are handled as a unit;

vi. **"Data Log"** means a complete record of all Data Interchanged representing the Messages and their Associated Data between the parties;

vii. **"Defence Electronic Commerce Service" or "DECS"** mean the service provided by the party under contract to the Authority to manage the electronic receipt, transmission and translation of messages exchanged between the Authority and its suppliers;

viii. **"Electronic Signature"** means anything in electronic or digital form incorporated into or otherwise logically associated with an electronic communication for the purpose of establishing the authenticity of the communication or its integrity, or both;

ix. "Expunge" means the removal of the information contained in a Message document such that the content of the Message is removed from the system in a manner which precludes its retrieval (but with no obligation in respect of the record of its receipt);

x. "Functional Acknowledgement" means an acknowledgement Message by the receiving party's computer software application which automatically confirms the receipt of a Message at the moment of receipt;

xi. "Interchange" means the electronic exchange of Data between the Parties using the Adopted Protocol;

xii. "Message" means Data structured in accordance with the Adopted Protocol and transmitted electronically between the parties including where the context admits any part of such Data.

2. Scope

a. The Messages to be exchanged under this Agreement are detailed in the Message Implementation Guidelines referred to in Annex A, which also includes guidance on how these should be profiled.

b. This Agreement shall apply to all Messages passed between the parties using the Adopted Protocol. The parties agree that all such Messages shall be transmitted in accordance with the provisions of this Agreement.

c. The parties may agree additional or alternative terms to reflect additional or different requirements which they may have for the Interchange of Messages, which terms shall form part of this Agreement.

3. Security of Data

a. Each of the parties shall:

i. ensure as far as reasonably practicable, that Data is properly stored, is not accessible to unauthorised persons, is not altered, lost or destroyed and is capable of being retrieved only by properly authorised persons;

ii. subject to the provisions of Sub-Clause 8.a. ensure that, in addition to any security, proprietary and other information disclosure provision contained in the Contract, Messages and Associated Data are maintained in confidence, are not disclosed or transmitted to any unauthorised person and are not used for any purpose other than that communicated by the sending party or permitted by the Contract; and

iii. protect further transmission to the same degree as the originally transmitted Message and Associated

Data when further transmissions of Messages and Associated Data are permitted by the Contract or expressly authorised by the sending party.

b. The sending party shall ensure that Messages are marked in accordance with the requirements of the Contract. If a further transmission is made pursuant to Sub-Clause 3. a. iii. the sender shall ensure that such markings are repeated in the further transmission.

c. The parties may apply special protection to Messages by encryption or by other agreed means, and may apply designations to the Messages for protective Interchange, handling and storage procedures. Unless the parties otherwise agree, the party receiving a Message so protected or designated shall use at least the same level of protection and protective procedures for any further transmission of the Message and its Associated Data for all responses to the Message and for all other communications by Interchange or otherwise to any other person relating to the Message.

d. If either party becomes aware of a security breach or breach of confidence in relation to any Message or in relation to its procedures or systems (including, without limitation, unauthorised access to their systems for generation, authentication, authorisation, processing, transmission, storage, protection and file management of Messages) then it shall immediately inform the other party of such breach. On being informed or becoming aware of a breach the party concerned shall:

- i.** immediately investigate the cause, effect and extent of such breach;
- ii.** report the results of the investigation to the other party; and
- iii.** use all reasonable endeavours to rectify the cause of such breach.

e. Each party shall ensure that the contents of Messages that are sent or received are not inconsistent with the law, the application of which could restrict the content of a Message or limit its use, and shall take all necessary measures to inform without delay the other party if such an inconsistency arises.

4. Authenticity of Messages

a. Each Message shall identify the sending party and receiving party and its authenticity shall be verified by the means specified in the Adopted Protocol.

b. The parties agree not to contest the authenticity, admissibility or enforceability of Messages under the provisions of any applicable

law relating to whether certain agreements be in writing and signed by the party to be bound thereby. Messages, when printed from electronic files and records established and maintained in the normal course of business will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

5. Integrity of Messages

a. The sending party shall ensure as far as is reasonably practicable that all Messages are complete, accurate and secure against being altered in the course of transmission and, subject to Sub-Clauses 5.b. 5.d. and 15, shall be liable for the direct consequences of any failure to perform his obligations under this Sub-Clause 5.a.

b. Each party will accord all Messages the same status as would be applicable to a document or to information sent other than by electronic means, unless a Message can be shown to have been corrupted as a result of technical failure on the part of a machine, system or transmission line involved in the process of Interchange.

c. Upon either party becoming aware that a Message has been corrupted or if any Message is identified as incorrect then that party shall inform the other and the sending party shall re-transmit the Message as soon as practicable with a clear indication that it is a corrected Message. Any liability of the sending party which would otherwise accrue from its failure to comply with the provisions of this Sub-Clause 5.c. shall not accrue if Sub-Clause 5.d. applies.

d. Notwithstanding Sub-Clauses 5.a. and 5.c. the sending party shall not be liable for the consequences of a corrupted or incorrect transmission or any failure to re-transmit if the error is or should in all the circumstances be reasonably obvious to the receiving party. In such event the receiving party shall immediately notify the sending party thereof.

e. If the receiving party has reason to believe that a Message is not intended for him he shall notify the sending party and if so requested by the sending party shall, so far as is reasonably possible, Expunge from his system the information contained in such Message.

6. Acknowledgement of Receipt of Messages

a. Except where the Interchange of Messages takes place solely within DECS, immediately upon receipt of a Message at its receipt computer, the receiving party's receipt computer shall automatically transmit a Functional Acknowledgement in return and additionally the sender may request an Acknowledgement of Receipt.

b. An Acknowledgement of Receipt is required unless stipulated in the Contract to the contrary.

c. Where an Acknowledgement of Receipt is required, the receiver of the Message to be acknowledged shall ensure that the acknowledgement or a rejection is sent within the time limit specified in the Contract or in Annex A to this Agreement if

applicable or, if no limit is specified, within a reasonable period of time.

d. Where an Acknowledgement of Receipt is required, if the sender does not receive the Acknowledgement of Receipt or rejection within the time limit applicable, or, if no time limit is specified, within a reasonable time, the sender may, upon giving notice to the receiver, treat the message as having no force or effect.

e. Acknowledgement in accordance with this clause shall not be deemed to constitute acceptance of any offer contained in any Message. Acceptance of an offer contained in any Message which is intended to create a legally binding obligation shall be in accordance with the provisions of the Contract.

f. A Message shall be understood to have been received from the sender:

i. if transmitted between 09.00 and 17.00 hours on a business day (recipient's time) on receipt by the sender of a Functional Acknowledgement; or

ii. if transmitted at any other time, at 09.00 on the first business day (recipient's time) on receipt by the sender of a Functional Acknowledgement; or

iii. if the Interchange of Messages takes place solely within DECS, at the moment a Message is completed by pressing the submit button if transmitted between 09.00 and 17.00 hours on a business day (recipient's time) or if transmitted at any other time, at 09.00 on the first business day (recipient's time).

7. Storage of Data

a. Each party shall maintain a Data Log or shall cause an intermediary to maintain a Data Log recording all Messages and Associated Data as sent and received without modification.

b. The Data Logs may be maintained as Data Files on computer or by other suitable means provided that a copy of the Data can be readily retrieved and presented in human readable form. Procedures to enable a secure means of archiving Data Logs shall be detailed in the Contract or agreed between the parties.

c. Each party shall be responsible for making such arrangements as may be necessary for the Data contained in its Data Log to be prepared as a correct record of the Messages and Associated Data as sent or received by that party. In the event that a party has destroyed its Data Log, the other party shall have no obligation to furnish it with any information recorded in its Data Log.

d. Each party shall ensure that:

i. it has appointed an identifiable person responsible for the operation and management of that party's data processing system concerned with the interchange of Messages; and

ii. the person responsible for the data processing system concerned with the Interchange of Messages,

or such other person as may be agreed by the parties or required by law, shall certify that the Data Log and any reproduction made from it is correct and complete.

8. Intermediaries

- a.** Subject to Clause 15 if either party uses the services of an intermediary to transmit, log, store or process Messages, that party shall be responsible for any acts, failures or omissions by that intermediary in its provision of the said services as though they were his own acts, failures or omissions. The Authority shall be liable as between the Authority and the Contractor for any acts, failures or omissions of DECS in its provision of the services of an intermediary as though they were the acts, failures or omissions of the Authority.
- b.** Any party using an intermediary shall ensure that it is a contractual responsibility of the intermediary that no change in the substantive data content of the Messages to be transmitted is made and that such Messages are not disclosed to any unauthorised person.

9. Term and Termination

- a.** This Agreement shall take effect as of the date of last signature and shall remain in full force and effect until terminated by either party upon giving one month's notice to the other. Any termination of this Agreement shall not affect contracts that call it up by reference prior to that termination.
- b.** Notwithstanding termination for any reason, Clauses 3, 7 and 8 shall survive termination of this Agreement.
- c.** Termination of this Agreement shall not affect any action required to complete or implement Messages which are sent prior to such termination.

10. Interruption of Service

- a.** The parties acknowledge that service may be interrupted at times during the course of this Agreement. In such circumstances, the parties shall immediately consult each other on the use of alternative forms of communication to be used, including facsimile, telephone or paper. Any alternative forms of communication shall not be controlled by this Agreement.
- b.** Applicable only in the absence of a relevant clause in the Contract:
 - i.** Subject to Sub-Clause 10. a., a party shall not be deemed to be in breach of this Agreement by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any interruption of service or incident of Force

Majeure as described in Sub-Clause 10.b.iii. below, of which he has notified the other party without delay

ii The time for performance of that obligation shall then be extended accordingly. Sub-Clause 10. b. i. shall not operate so as to relieve liability for any matter which is a breach of Clause 3 of this Agreement

iii. For the purposes of this Agreement, Force Majeure means, in relation to either party, any circumstances beyond the reasonable control of that party.

11. Invalidity and Severability

In the event of a conflict between any provision of this Agreement and any law, regulation or decree affecting this Agreement, the provisions of this Agreement so affected shall be regarded as null and void or shall, where practicable, be curtailed and limited to the extent necessary to bring it within the requirements of such law, regulation or decree but otherwise it shall not render null and void other provisions of this Agreement.

12. Notices

The provisions of DEFCON 526 shall apply.

13. Precedence

In the event of any conflict between the terms of this Agreement and the Contract, then the terms of the Contract shall prevail in relation to the substance of the Messages in connection with the Contract.

14. Virus Control

Each party and its intermediary (if any) shall operate at all times a virus control check for all Interchange of Messages.

15. Limit of Liability

a. Each party agrees that, in relation to any claim, or series of connected claims, including claims for negligence but excluding claims resulting from wilful misconduct, arising from any delay or omission or error in the electronic transmission or receipt of any message pursuant to this Agreement, the liability of either party to the other shall be limited to £10,000, or, where the Contract provides otherwise, to such other amount as is specified in the Contract.

b. For the avoidance of doubt, liability in relation to any claim arising under the Contract shall be determined in accordance with the Contract.

c. In the event that a delay, omission or error as referred to in Clause 15a occurs, which causes a delay in the performance of an obligation by either party under the Contract, the period for the performance of that obligation by the affected party shall be extended by a period of time equal to the period of any such delay, omission or error.

16. Entire Agreement

This Agreement, including Annex A and any documents expressly referred to in this Agreement, represents the entire agreement between the parties and supersedes all other agreements oral or written, and all other communications between the parties relating to the subject matter hereof provided that nothing in this Clause shall exclude any liability for fraudulent misrepresentation.

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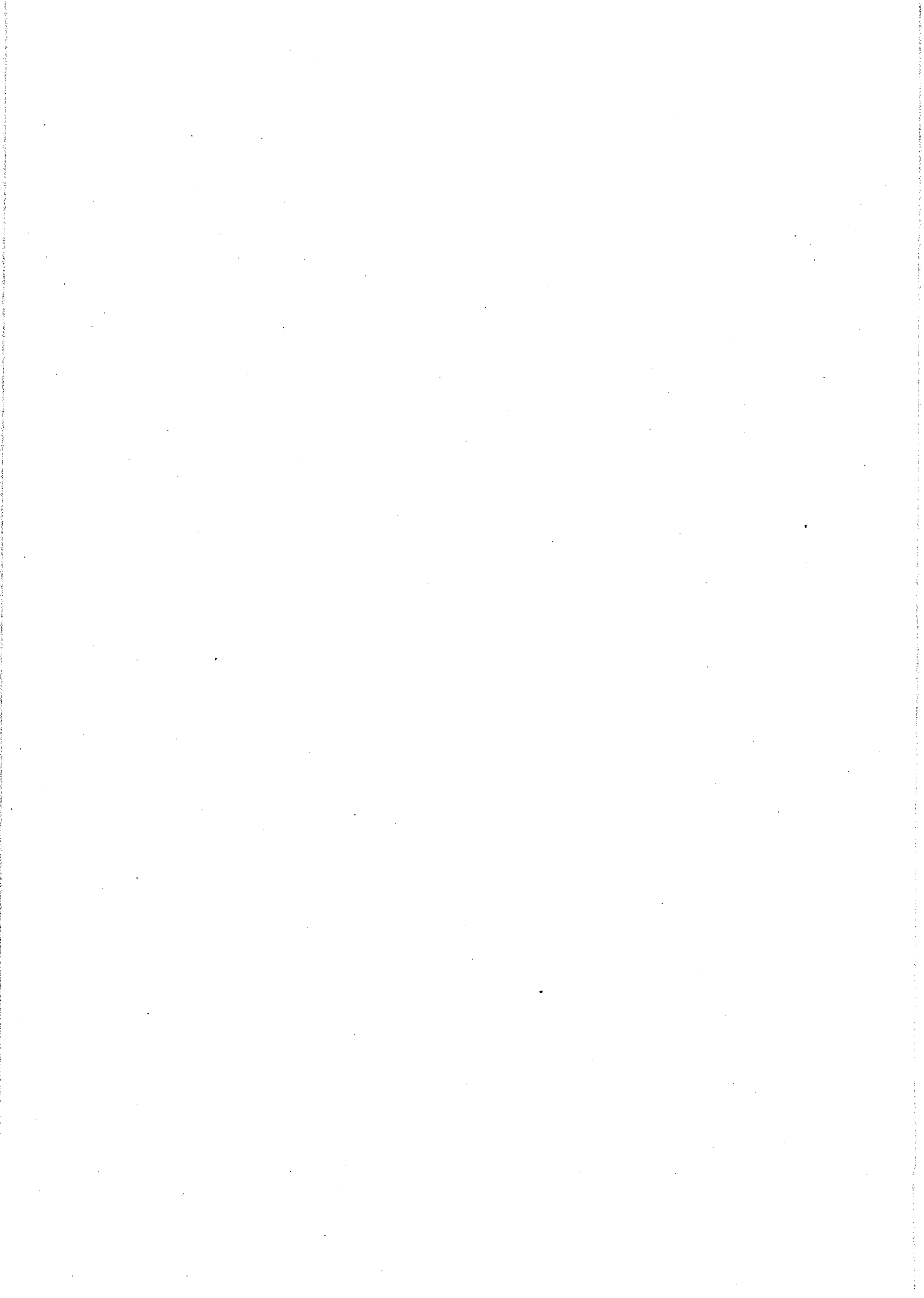
ANNEX E to ITT No. CBTSYST/12029
DEFFORM 30
(Edn 09/13)
ANNEX A TO

DEFFORM 30

Message Implementation Guidelines (MIGs)

The Message Implementation Guidelines, are available by telephoning the DECS Service Desk on 0870 241 3569, by post from the DECS Service Desk, Capgemini, 10 Henderson Rd, Inverness, IV1 1AU, or by fax on 01463 643099. The version of the MIG that is current at the time of signature of this Agreement, shall be the version specified below.

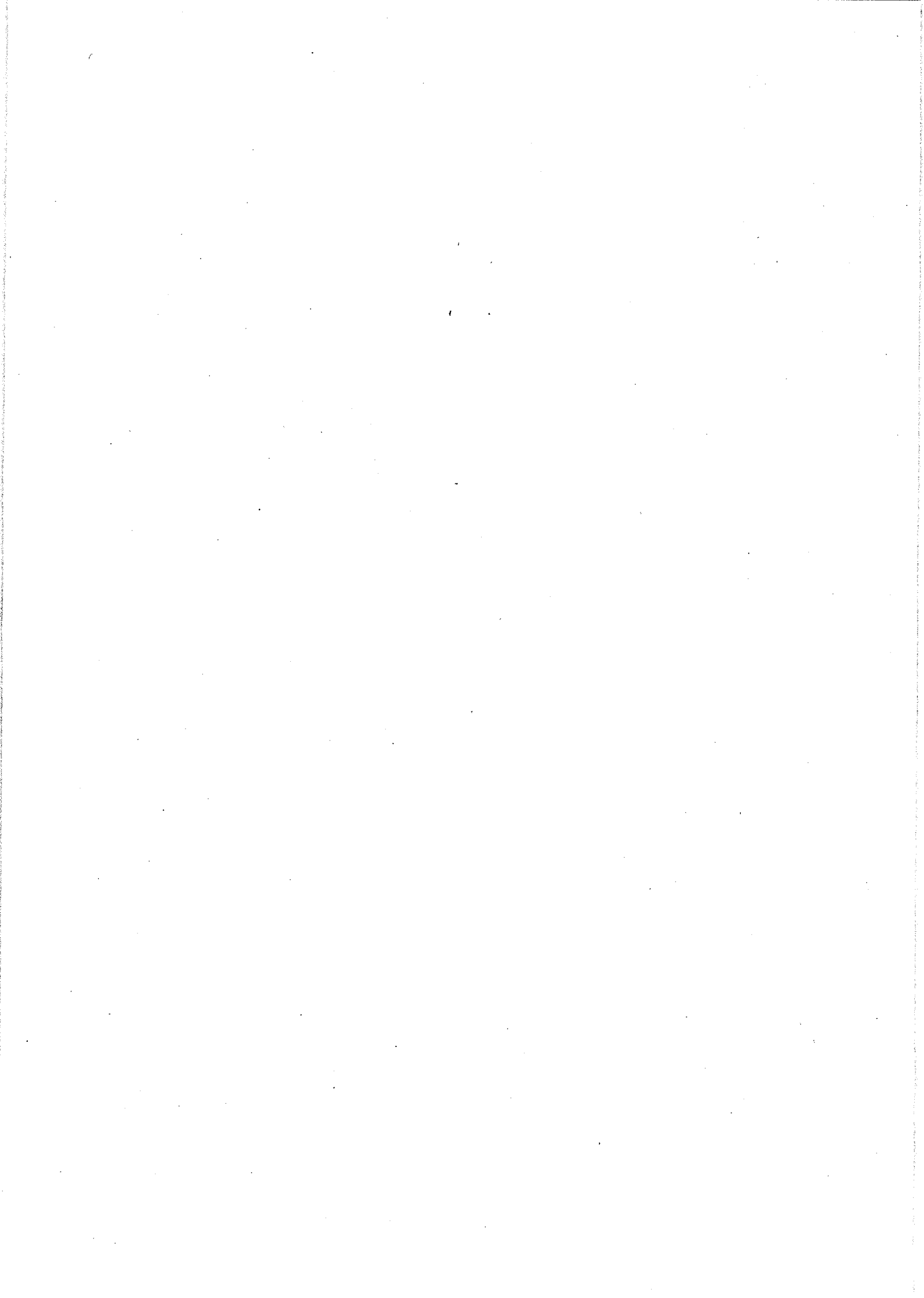
MIG Version 201



PROTECT-COMMERCIAL**Minimum Requirement - Financial Management Reports to be Provided by Suppliers**

1		Provision of Information
	a	1st Report to be provided at contract start date.
	b	Report to be provided as stated in the contract on UK MOD working day 3 or by exception thereafter. Requirement does not substitute or replace any requirements under EVM, DEFCON 694 (GFA) or any other DEFCON, providing that delivery of that information is linked to key performance indicators and cash payments to the supplier.
	c	
	d	Financial Information to be provided VAT Exclusive.
	e	All reports to be endorsed by the contractor representative, recognising that accruals are estimates, but confirming that the report reflects their judgement of the activity on the contract
2		Contract Summary Information
	a	Contract Number
	b	Contract Title
	c	Supplier Name
	e	Original Contract Price Excluding VAT (at contract start date).
	f	Revised Contract Price (to reflect any contract amendments) Excluding VAT.
	g	Nature of Pricing - e.g. firm, fixed, target cost incentive fee.
	h	Currency.
	i	Report Date
3		Information to be Provided
	a	Minimum granularity is contract schedule lines. [May be extended to reflect, for example, KPI, Milestones, Activities, Items, NSNs.] It is noted that in some circumstances contract schedule lines may not be appropriate (e.g. commodity items) and may need to be grouped.
	b	Inventory information (if applicable) to separately identify service charge and purchases of inventory [required for all on-Statement of Financial Position, Off System Inventory CLS arrangements].
	c	Description
	d	Value (Ex VAT) - contractual value of the work to be completed on the activity.
	e	Progress % Complete.
4		Financial Profile - The report is to collect information on actual and planned accruals: that is the contractual value of work undertaken (earned value of work) within a period, for which the MOD will be [was] liable to pay. It includes work undertaken by sub-contractors. It includes work completed and invoiced. The total value of work [to be] completed is expected to be comparable to the contract price. If a fixed or firm price has been agreed for the contract then the value of work should be assessed on this basis.
	a	Prior Years: Work completed (value to sales) in previous financial years.
	b	Earned Value: Work completed (value to sales) in month - this is the value of work done (accrued/earned value) during that calendar month.
	c	Earned Value: Cumulative Work Completed (value to sales) - this is the value of work done (accrued/earned value) on the activity to date.
	d	MOD Current Financial Year monthly - this will be a mix of actual completed to the end of the current period and forecast beyond that date.
	e	After the Current Financial Year an annual estimate by MOD Financial Year (Apr XX to Mar XY) until contract end date - Forecast periods show the expected work to be undertaken during each period on the activities in the contract. Insert additional years as required.

Note: Accruals represent the earned value or work the contractor has completed to date.



Example Submission

PROTECT-COMMERCIAL

ANNEX F to ITT No. CBTSYST/12020

DEFFORM 647 ANNEX B

Contract No: xxxxx Description: xxxxxx Supplier: xxxxxx

Original Contract price: xxxxxx
(Ex VAT)
Revised Contract price: xxx

Report Date: 02-Jul-13
Currency: £ UK Sterling
Nature of Pricing: e.g. firm/fixed

Financial Management Report (Work Completion Plan) - £

MILESTONE/ Activity/Item/NSH	Description	Value (Ex VAT)	Progress % Complete as at report date		Prior Years	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	14/15	ETC Annual Financial Year Estimates until Contract End Date	Total
1				Work completed in month																
				Cumulative Work completed																
2				Work completed in month																
				Cumulative Work completed																
Total Work Complete																				

Contractor representative:
 This document is an estimate of work completed on this contract, and is based on my best judgement reflecting the information available to me.
 Name
 Signature
 Position
 Date

Equality Of Information - Pricing Statement

Contract No **CBTSYST/12029**

1. The Company and the Authority each confirms that the negotiations leading to the agreement as at of price(s) as recorded at Annex 1 to this Statement were conducted in accordance with the principles of paragraph 9 (Equality of Information) of The 1968 Profit Formula Agreement which has now been carried forward in the 2011 Annual Review of the Profit Formula for Non-Competitive Government Contracts.
2. The Company and the Authority each confirms that it is not aware of any material omission or inaccuracy in the facts and pricing assumptions provided by it, on which the price(s) are based, and which are set out or referenced in Annex 2 to this Statement.
3. The Company confirms that in estimating the costs on which the price(s) recorded at Annex 1 to this Statement are based it has observed the cost accounting practices set out in the Questionnaire as to the Method of Allocation of Costs dated except as explained in Annex 2 to this Statement.
4. The Authority and the Company shall each maintain in confidence the information provided to it by the other for the purpose of the negotiations mentioned in paragraph 1 above. Information will not be disclosed to others without the written authority of the owner. The Authority and the Company confirm that each is free to provide such information to the Review Board for Government Contracts should the need arise in pursuance of DEFCON 650/650A (Reference To The Review Board Of Questions Arising Under The Contract) in respect of the contract incorporating the above price(s).
5. The agreement of price(s) set out in this Statement does not constitute any representation by either party to the other or oblige either party to contract with the other.

ANNEX G to ITT No. CBTSYST/12029

To the best of the knowledge of each of us the foregoing is correct and there have been no material changes to the information set out or referenced in Annex 2 to this Statement between the time of price agreement and the date of signature below.

Signed:	Signed:
Name:	Name:
Position:	Position:
Company:	Authority:
for (insert trading name of Company)for the Secretary of State for Defence	
Date:	Date:

Annex 1 to Equality Of Information Pricing Statement Dated In Respect Of
Contract [No.]

Prices

Item No: Qty: Price:

Price Breakdowns may be inserted for future use if agreed

Annex 2 To Equality Of Information Pricing Statement Dated In Respect Of Contract [No.]

Facts And Pricing Assumptions

1. For contracts worth more than £1M the pricing statement will record an appropriate selection of the facts and pricing assumptions which are listed at a. and b. below.

a. The following elements are as stated in the Invitation To Tender (ITT) and response unless annotated otherwise. (Reference of relevant correspondence should be given where appropriate):

- Contract terms, including payment arrangements.
- Contract Schedule.
- Contract Specification(s).
- Statement of Work.
- Drawing Build Standard (where it exists).
- Inspection and Testing Plan.
- Acceptance criteria.
- Delivery rate and/or period(s).
- Warranty period.
- Variation of Price (VOP).
- Manufacturing programme, plant and processes.
- Government Furnished Equipment.
- Special to type tooling, test equipment, jigs & etc.

b. Major areas of agreement should be recorded in this section for future reference.

- Materials, bought out parts, subcontracted work, inter-Unit activity.
- Direct Labour (man hours and wage rates).
- Basis of the estimating allowances including learner, factors and Models used, including economic and currency factors.
- Indirect Costs (overhead rates used).
- Basis of forward load anticipated over contract period including details of related MOD programmes.
- Exceptions from the currently agreed QMAC.

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ANNEX G to ITT No. CBTSYST/12029

- Exclusions, proprietary prices, elements of the price(s) established by competition or market prices, etc.
- Other Costs, special jigs, test equipment, etc.
- Contingencies/Unallocated (i.e. final negotiating lump sum).
- Other estimating uncertainties on both sides.
- Profit Allowance (i.e. estimated forward CP:CE ratios).

