

Tender Document Receipt Form**Part 1 – To be completed by the Tenderer**

The following documents have been issued by

--

(Tenderer to insert company name here)

In response to the above mentioned Tender:

Document Number	Document Title	Document Reference No.
1		
2		
3		
4		
5		

(Tenderer to add or delete columns as necessary)

This document to be returned as part of the Tender Submission. Tenderers should note that it is their responsibility to ensure the documents detailed in the table above are submitted, Dstl will only evaluate the documents as submitted.

Part 2 – To be completed by the Dstl Commercial Officer responsible for the Tender

I hereby acknowledge receipt of all the above mentioned documents.

Commercial Officer Name	Signature	Date

Once completed the Dstl Commercial Officer shall return to the Tender

DEFFORM 47ST (OFFER)**Ministry of Defence
TENDER****To the Secretary of State for Defence (hereinafter called "the Authority")**

The undersigned (hereinafter called "the Tenderer") having read the Notices and Instructions to Tenderer 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 47ST, 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 Information Form is attached.	
Dated this day 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: (Tenderer's Name)	Telephone No: Fax No:

CONTRACTOR COMMERCIALY SENSITIVE INFORMATION

ITT Ref No:DSTLX-1000089831	
Description of 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:	
email Address:	

DECLARATION OF NO MATERIAL CHANGE IN CIRCUMSTANCES

I, _____
(insert your full name in BLOCK CAPITALS)

of _____
(insert your company name in BLOCK CAPITALS) signed in the capacity of either Managing Director or Company Secretary (delete as appropriate)

hereby declare that as of this date, _____ (insert date(DD/MM/YYYY) the information submitted within this Tender is true and correct. Additionally, I shall immediately inform Dstl in the event that there is or could be any material change to this information during the Tender process.

Items which constitute a material change include, but are not limited to:

- Management buy out
- Re-structuring
- Re-financing
- Profit warnings
- Loss of any accreditation or the rescinding of any licences or approvals
- Prosecution
- Trade Union disputes or industrial action
- A change to any declaration to be made under this tender
- A change to information which forms part of any declared formal tender assessment criteria
- A change to any information on which either your Company or DSTL might later rely.

If I am in doubt whether a change is material I will disclose the details.

I acknowledge that failure to advise Dstl of any material change may lead to the Tender being disqualified.

I confirm that where certain information may be covered by legislation i.e. The Financial Act, the full information must be disclosed to Dstl at the earliest possible time so as not to infringe the relevant legislation.

Signature

Date

CERTIFICATE OF BONA FIDE TENDERING

I hereby certify that the offer made in connection with the above tender is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any third party, with the exception of any information attached hereto, (see * below).

In particular,

- a. the offered price has not been divulged to any person;
- b. no arrangement has been made with any person that he should refrain from Tendering;
- c. no arrangement with any person has been made to the effect that we will refrain from bidding on a future occasion;
- d. no discussion with any person has taken place concerning the details of each other's proposed price and;
- e. no arrangement has been made with any person otherwise, which would limit genuine competition.

I understand that any instances of illegal cartels or market sharing arrangements suspected by the Ministry of Defence will be referred to the Office of Fair Trading for investigation and may be subject to action under the Restrictive Trade Practices Act 1976.

I understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

In this Certificate "arrangement" includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding.

*** Information is / is not attached hereto.** (delete as appropriate)

Signed

Name:.....

(insert in BLOCK CAPITALS)

on behalf of

(insert in BLOCK CAPITALS)

Date.....

(insert DD/MM/YYYY)

STATEMENT RELATING TO GOOD STANDING FOR PROCUREMENTS EXEMPT FROM OR UNDER THE THRESHOLD OF THE PUBLIC CONTRACTS REGULATIONS 2006

CONTRACT NUMBER: TO BE CONFIRMED; DATE OF ISSUE: TO BE CONFIRMED

Notes for information:

1. You will be aware that the Ministry of Defence (MOD) and Dstl expect its suppliers to maintain high standards of integrity and professionalism in their business dealings and adhere to the laws of the countries where they operate.
2. The MOD reserves the right to exclude a supplier from the procurement who has been convicted of any of the offences or misconduct listed in the Statement Relating to Good Standing.
3. The MOD therefore requires all potential suppliers to complete the Statement Relating to Good Standing. This requires a signature on behalf of the company to confirm that none of the matters referred to in the Statement (being different grounds for discretionary exclusion) apply to the supplier.
4. If any of the matters referred to in the Statement applies to a potential supplier, they must provide additional information on the circumstances, including any remedial action to prevent its recurrence. This additional information, excluding any supporting documentation, shall not exceed 5 A4 pages in total.
5. The Statement Relating to Good Standing should be signed on behalf of the legal entity seeking to contract for this requirement.

THE STATEMENT RELATING TO GOOD STANDING

Contract Title: **[Redacted] CODE UPDATE**

Contract Number: **TO BE CONFIRMED**

1. We confirm, to the best of our knowledge and belief, that IC Consultants Ltd including its directors or any other person who has powers of representation, decision or control of IC Consultants Ltd not been convicted of any of the following offences:

(a) conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA;

(b) 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;

(c) the offence of bribery;

(d) 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 and the Theft Act 1978;

(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985;

(v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;

(vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or

(vii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;

(e) money laundering within the meaning of the Money Laundering Regulations 2007; or

(f) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.

2. IC Consultants Ltd further confirms to the best of our knowledge and belief that it:

(a) being an individual is not bankrupt or has not had a receiving order or administration order or bankruptcy 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 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;

(e) has not committed an act of grave misconduct in the course of its business or profession;

(f) has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;

(g) has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;

(h) is not guilty of serious misrepresentation in providing any information required by this Statement;

(i) in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member.

Organisations Name	
Signed	
Position	
Date	

ACCEPTANCE OF DEFCONS AND TERMS AND CONDITIONS

Acceptance of DEFCONS and Terms and Conditions	Yes / No (Delete as Appropriate)
If 'No' please detail DEFCON and / or Terms and Conditions and provide a rationale below.	

COST BREAKDOWN

Cost
<i>Please provide a detailed breakdown of all costs including labour rates and man-hours, materials, sub-contractor, travel and subsistence as per Table 1, escalation and profit. The sum of the milestone payment schedule should reflect the breakdown against each of the Deliverables. Please insert separate lines under labour costs for each labour grade as per Table 2.</i>

Table 1. The following cost are permissible for travel:

Travel		
Accommodation	per night	£[Redacted] (maximum)
Meals	lunch	£[Redacted] (maximum)
	dinner	£[Redacted] (maximum)
Travel	car journey in Contractor's own vehicle – per mile	£[Redacted]
	short term car hire	Reasonable cost

Table 2. The technical grade structure below shall be followed for labour costs:

	Academic Qualification	Professional Qualification	Typical Experience	Authority	Management
Partner/Director	PhD/MSc	Chartered Engineer or Equivalent	Led 5 or more major projects. Expert Knowledge of the area	Authority to commit to major projects/ expenditures	Business/ Division
Principal	PhD/MSc	Chartered Engineer or Equivalent	Major role in 5 or more major projects. Expert Knowledge of the area	Authority to commit to significant projects/ expenditures	Department
Engineer	MSc/BSc or Equivalent	Chartered Engineer/ Incorporated Engineer or Equivalent	Significant role in 5 or more major projects Practitioner Knowledge of the area	Limited authority to commit to projects/ expenditures	Section
Assistant	HND/HNC/ONC or Equivalent	Engineering Technician or Equivalent	Assisted with 5 or more major projects. Working knowledge of the area	None	None

ITEM 1 – WORK PACKAGE 1: [Redacted]				
Description	Daily Rate	Number of Days		Firm Total (£ ex VAT)
Labour Cost Please specify Job Description/Grades and add separate lines as required.				
Facility rates Add separate lines for each facility used for the task. e.g. Standard Laboratory				
Materials Add separate lines for consumables/materials List equipments > £1000 individually.				
Sub-contracting Please specify Labour, Material, Facility and any Other costs. Add lines as required.				
Private Funding Please specify and add lines as required.				
Other cost Please specify and add lines as required				
Profit /Overhead				
Sub-total:				
Travel and Subsistence	Cost per person	Number of		Firm Total (£ ex VAT)
		people	days	
Travel Please specify and add lines as required e.g. Flight fare, Rail fare, Motor mileage, Car hire etc				
Subsistence Please specify and add lines as required e.g. Meals, Accommodation etc				
Sub-total:				
TOTAL FIRM PRICE:				

ITEM 2 - WORK PACKAGE 2: [Redacted]				
Description	Daily Rate	Number of Days		Firm Total (£ ex VAT)
Labour Cost Please specify job Description/Grades and add separate lines as required.				
Facility rates Add separate lines for each facility used for the task. e.g. Standard Laboratory				
Materials Add separate lines for consumables/materials List equipments > £1000 individually.				
Sub-contracting Please specify Labour, Material, Facility and any Other costs. Add lines as required.				
Private Funding Please specify and add lines as required.				
Other cost Please specify and add lines as required				
Profit /Overhead				
Sub-total:				
Travel and Subsistence	Cost per person	Number of		Firm Total (£ ex VAT)
		people	days	
Travel Please specify and add lines as required e.g. Flight fare, Rail fare, Motor mileage, Car hire etc				
Subsistence Please specify and add lines as required e.g. Meals, Accommodation etc				
Sub-total:				
TOTAL FIRM PRICE:				

ITEM 3 - WORK PACKAGE 3: [Redacted]				
Description	Daily Rate	Number of Days		Firm Total (£ ex VAT)
Labour Cost Please specify job Description/Grades and add separate lines as required.				
Facility rates Add separate lines for each facility used for the task. e.g. Standard Laboratory				
Materials Add separate lines for consumables/materials List equipments > £1000 individually.				
Sub-contracting Please specify Labour, Material, Facility and any Other costs. Add lines as required.				
Private Funding Please specify and add lines as required.				
Other cost Please specify and add lines as required				
Profit /Overhead				
Sub-total:				
Travel and Subsistence	Cost per person	Number of		Firm Total (£ ex VAT)
		people	days	
Travel Please specify and add lines as required e.g. Flight fare, Rail fare, Motor mileage, Car hire etc				
Subsistence Please specify and add lines as required e.g. Meals, Accommodation etc				
Sub-total:				
TOTAL FIRM PRICE:				

ITEM 4 - WORK PACKAGE 4: [Redacted]				
Description	Daily Rate	Number of Days		Firm Total (£ ex VAT)
Labour Cost Please specify job Description/Grades and add separate lines as required.				
Facility rates Add separate lines for each facility used for the task. e.g. Standard Laboratory				
Materials Add separate lines for consumables/materials List equipments > £1000 individually.				
Sub-contracting Please specify Labour, Material, Facility and any Other costs. Add lines as required.				
Private Funding Please specify and add lines as required.				
Other cost Please specify and add lines as required				
Profit /Overhead				
Sub-total:				
Travel and Subsistence	Cost per person	Number of		Firm Total (£ ex VAT)
		people	days	
Travel Please specify and add lines as required e.g. Flight fare, Rail fare, Motor mileage, Car hire etc				
Subsistence Please specify and add lines as required e.g. Meals, Accommodation etc				
Sub-total:				
TOTAL FIRM PRICE:				

MILESTONE PAYMENT SCHEDULE

A milestone payment plan should be included indicating payments required at mid-term and at project completion. Please note: That any payment must be linked to tangible deliverables and the final payment shall be no less than 20% of the total quoted firm price (please add lines as required)

Percentage	Description – Item number etc.	Period ending (weeks / months)	Amount(£)
Total			