



# Ministry of Defence

Address Line 1  
Address Line 2  
Address Line 3  
Address Line 4

Your Reference:

Our Reference: <REDACTED>

Date: <REDACTED>

FAO

Dear Sir/Madam,

Invitation To: Tender Reference Number: <REDACTED> - Procurement of 0.338" Blank Sniper Training Cartridges

1. You are invited to tender for <REDACTED>- Procurement of 0.338" Blank Sniper Training Cartridges in accordance with the attached documentation.
2. The requirement is for the Manufacture and Supply of 0.338 Blank Sniper Training Cartridges for use by the armed forces of the United Kingdom (UK) in all sniper training and qualification with the L115A3/4 Sniper Rifle.
3. The anticipated date for the contract award decision is <REDACTED>, please note that this is an indicative date and may change.
4. You must submit your Tender no later than <REDACTED> 10:23:56. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.
5. Please confirm receipt of this Invitation to Tender to <REDACTED> within 5 Business days of receipt to the following E-mail address: <REDACTED>
6. You are required to provide confirmation of the email address(s) and point of contract(s) for an electronic version of this tender to be issued. The email address(s) and point(s) of contact will be throughout the tender process and it will be your responsibility to inform the Authority of any changes.

Yours faithfully

<REDACTED>

Defence General Munitions Commercial Manager

<REDACTED>

**Invitation to Tender  
for  
Manufacture and Supply 0.338mm Blank Sniper  
Training Cartridges**

## DEFFORM 47

## Contents

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation to Tender. The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
  - Section A - Introduction
    - Funding
    - DEFFORM 47 Definitions
    - Purpose
    - ITT Documentation and ITT Material
    - Tender Expenses
    - Material Change of Control from Supplier Selection
    - Contract Conditions
    - Consultation with Credit Reference Agencies
    - Other Information
  - Section B - Key Tendering Activities
  - Section C - Instructions on Preparing Tenders
    - Tenders for Selected Contractor Deliverables
    - Construction of Tenders
    - Validity
    - Variant Bids
  - Section D - Tender Evaluation
    - Stage 1 – Commercially Compliance
    - Stage 2 – Technical Mandatory Compliance
    - Stage 3 – Scored Technical and Assessment Phase 1 and 2
    - Stage 4 – Weighted Value for Money Calculation
  - Section E - Instructions on Submitting Tenders
    - Submission of your Tender
    - Samples
  - Section F - Conditions of Tendering
    - Conforming to the Law
    - Bid Rigging and Other Illegal Practices
    - Conflicts of Interest
    - Government Furnished Assets
    - Standstill Period
    - Publicity Announcement
    - Sensitive Information
    - Reportable Requirements

Specific Conditions of Tendering DEFFORM 47 Annex A – Tender Submission Document (Offer)

- Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations

Statement of Good Standing DEFFORM 47 Annex B

DEFFORM 28 – DEFFORM 47 Annex C

DEFFORM 539A – DEFFORM 47 Annex D

Tender Submission Check List – DEFFORM 47 Annex E

## **Section A - Introduction**

### **DEFFORM 47 Definitions**

A2. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown.

A3. “Tenderer” means the economic operator or group of operators in the form of a consortium, including sub-contractors, who have been invited to submit a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.

A4. “Invitation to Tender” (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.

A5. A “Tender” is the offer that you are making to the Authority.

A6. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements, if specified) and any associated technical data which the contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.

A7. “Schedule of Requirements” means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A8. The “Statement of Requirement” details the technical requirements and acceptance criteria [Schedule 8 in SC2] of the Contractor Deliverables. The Statement of Requirement is attached at Annex B to the draft Contract. This may include the System Requirements Document (SRD).

A9. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.

A10. “Contract Conditions” means the attached conditions that will govern any resultant contract.

A11. A “Third Party” is any person who is not an employee of the Authority or Tenderer, as defined at A3.

### **Purpose**

A12. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority’s requirement. This documentation explains and sets out the:

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

A13. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A14. This ITT has either been issued to all potential Tenderers that expressed an interest or has been issued to all potential Tenders chosen during the Tender selection stage listed on page 2 of this DEFFORM 47.

A15. This requirement was advertised by the Authority in the Defence Contracts Online dated <REDACTED> with reference Access Code: <REDACTED> using the Restricted procedure under the Defence & Security Public Contract Regulation 2011.

## **ITT Documentation and ITT Material**

A16. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third-Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A16.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. immediately return all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A17. Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A16 above.

## **Tender Expenses**

A18. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

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

A19. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

### **Contract Conditions**

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

### **Consultation with Credit Reference Agencies**

A21. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

### **Other Information**

A22. All of the Ammunition Contractor Deliverables supplied under Contract <REDACTED> will be subjected to a Safety and Suitability for Service (S3) Qualification Programme to prove their Safety and Suitability for Service by a Third Party. Further information pertaining to the Sequential Environmental Test (SET) and Non-Sequential Test Programmes is included in Annex B to the Contract Documents. Tenderers shall be required to work with the contractor conducting the S3 Qualification Programme to ensure that Contractor Deliverables are delivered by the specified date to conduct the qualification and provide cooperation during the trials to ensure that the natures are successfully qualified.

A23. Condition 46.8 of the Terms and Conditions states the rights of the Authority and the Tenderer's obligations in the instance where ammunition fails to achieve Safety and Suitability for Service.

Stage	Date and Time	Initiated By	Submit to:
Final date for Clarification Questions / Requests for additional information	<REDACTED>	Tenderers	<REDACTED> DGM Commercial Officer
Final Date for Requests for Extension to return date	<REDACTED>	Tenderers	<REDACTED> DGM Commercial Officer
The Authority issues Final Clarification Answers	<REDACTED>	The Authority	All Tenderers 4
Tender Return	<REDACTED>	Tenderers	The Tender Board, using DEFFORM 28
Tender Evaluation	<REDACTED>	The Authority	
Assessment Day	<REDACTED>	The Authority	

### Section B - Key Tendering Activities

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

### Notes

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

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

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

C1. The Authority reserves the right to reject all or part of your Tender where you have not tendered for all of the Contractor Deliverables.

### **Construction of Tenders**

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm for <REDACTED> and then will be Variation of Price (VOP) for <REDACTED> using year 1 as a baseline.

C3. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

### **Validity**

C4. In accordance with F3 your Tender must be valid / open for acceptance for <REDACTED> calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further <REDACTED> calendar days.

### **Variant Bids**

C5. Variant Bids. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITT Documentation. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

C6. The Authority can only evaluate Variant Bids during this competition where it was stated at the expression of interest stage that Variant Bids would be accepted. In these circumstances the Authority will give full and careful consideration to any permitted variant bids received. Any variant bid should, as far as possible, meet the attached Conditions of Tendering and Contract Conditions. Where you submit a variant bid, you are required to submit two Tenders, one against the Statement of Requirement and one variant bid. The standard Tender must meet the 'minimum' tender evaluation criteria as set out in Section D (Tender Evaluation) and must be submitted in accordance with the Conditions of Tendering. Variant bids will be evaluated in accordance with the tender evaluation criteria as set out in Section D (Tender Evaluation) and must be submitted in accordance with the Conditions of Tendering.



## **Section D - Tender Evaluation**

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

D2 The Tender Evaluation will be conducted on the basis of: <REDACTED>

D3 The assessment for this tender shall be conducted following the below steps:

- Stage 1 – <REDACTED>
- Stage 2 – <REDACTED>
- Stage 3 – <REDACTED>
- Stage 4 – <REDACTED>

### **D4 Stage 1 – Commercial Compliance**

a. Tenderers shall be assessed for Commercial Compliance as per the Mandatory criteria in Table 1 below. As part of the tender response, Tenderers shall return the commercial compliance matrix and indicate either Full or Non-Compliance. Partial compliance will be considered non-compliant. Where Non-Compliant, the Tenderer shall be marked as 'FAIL'. Any Tenderers to obtain a 'FAIL' in any of the mandatory criteria shall be excluded from the competition.

b. This assessment shall be conducted by the DGM Commercial Team

c. Only Tenders that are deemed <REDACTED> will be taken through to stage 2.

**Table 1: Mandatory Commercial Compliance Criteria:**

<b>Draft Contract Terms and Conditions</b>	<b>Full Compliance (FC), or Non-Compliance (NC)</b>	<b>For any Non-Compliances, please state the reason why the offered response is not fully compliant.</b>
<b>General Conditions (Conditions 1 – 44)</b>		
<b>The project specific DEFCONS and DEFCON SC variants that apply to this Contract (Condition 45)</b>		
<b>The special condition that apply to this Contract (Condition 46)</b>		
<b>The processes that apply to this Contract (Condition 47)</b>		
<b>Draft Schedules and Annex's</b>	<b>Full Compliance (FC) or Non-Compliance (NC)</b>	<b>For any Non-Compliances, please state the reason why the offered response is not fully compliant.</b>
<b>Statement of Requirement (Schedule 2 of the Draft Terms and Conditions)</b>		
<b>Schedule 3 – Contract Data Sheet</b>		
<b>Schedule 3 Annex A – DEFFORM 111</b>		
<b>Schedule 4 – Contract Change Control Procedure</b>		
<b>Schedule 8 – Acceptance Procedure</b>		
<b>Annex A to Contract– Security Aspects Letter</b>		
<b>Annex B – Statement of Work</b>		
<b>Annex E – Change Control Procedure Form</b>		
<b>Annex F – Ad-Hoc Tasking Form</b>		
<b>Annex G – DEFFORM 315</b>		
<b>ANNEX G to Contract – DEFFORM 315 (Edn. 02/98) – Contract Data Requirements</b>		
<b>Documents to be completed and returned</b>		
<b>Completion of DEFFORM 47 Annex A Tender Submission Document (Offer) and submit in Commercial Envelope on DSP</b>		
<b>Fully populated Schedule 2 to Annex A to the Draft Terms and Conditions</b>		
<b>Completion of Schedule 5 to Annex A – Contractor's Commercially Sensitive Information Form</b>		
<b>Completion of Schedule 6 to Annex A – Hazardous Contractor Deliverables, Materials or Substances supplied under the Contract</b>		
<b>Completion of Schedule 7 to Annex A – Timber and Wood-Derived Products Supplied under the Contract</b>		
<b>Completion of ANNEX L to Contract – DEFFORM 532 (Edn.</b>		

05/18) – Personal Data Particulars		
Completion of ANNEX J to Contract – DEFFORM 528 – Import and Export Controls		
Completion of ANNEX C to Contract – Delivery Schedule		
Completion of ANNEX D to Contract– Agreed Rates; to include the cost of travel and subsistence sub-contracts expenses .		
<p>Tenderers must complete a Supplier Assurance Questionnaire against the risk assessment reference number: RAR- &lt;REDACTED&gt; using MS Forms (preferred) <a href="#">SAQ</a> or the attached PDF at ANNEX I, which must be returned to &lt;REDACTED&gt;. This contract has been assessed as &lt;REDACTED&gt;.</p> <p>If the Tenderer does not meet the required cyber compliance, they must submit a Cyber Implementation Plan (ANNEX I Appendix 1) for the Authority to assess to determine whether the risk is manageable. If the risk is not manageable, the Tenderer will be deemed commercially non-compliant and shall be excluded from the competition. If the risk is manageable, cyber security will be monitored by the Authority.</p>		
The Authority requires a written statement confirming attendance at the second phase Assessment Day D6.2.2 to DEFFORM 47.		

## D5 Stage 2 – Technical Mandatory Compliance

a. Stage 2 shall be assessed by the technical assessors and a consensus meeting held to determine whether the Tenderer shall be marked 'PASS' or 'FAIL'. Any tenderer who achieves a 'FAIL' shall be excluded from the competition and not considered further.

b. Table 2 below details the mandatory Technical Assessment criteria that the Tenders will be assessed on:

Table 2:

Mandatory Technical Criteria - Scored			
Criterion No.	Tenderers to Provide	Scoring Method	Scores:
1	The Tenderer shall confirm that they are fully compliant with and able to fulfil the requirements stated in the SOW at Annex B including Appendix 1 to Annex B	<b>Pass:</b> Tenderer confirms that they are fully compliant with and able to fulfil the requirements stated in the SOW  <b>Fail:</b> No confirmation that the tenderer is fully compliant with and able to fulfil the requirements stated in the SOW.	Pass/Fail

## D6 Stage 3 - Scored Technical

a. Tenders that have successfully passed stages 1 and 2, shall be assessed at stage 3, in accordance with the technical criteria listed below.

### D6.1 Stage 3 - Executive Summary of Technical Scored

a. Defence General Munitions (DGM) <REDACTED> is competing the supply of .338 Blank Ammunition for use with the L115A3 and L115A4 Sniper System. DGM have developed a set of criteria against which the ammunition from each potential provider will be assessed.

b. The technical assessment of each potential provider will be split into 2 Phases.

Phase 1 will be the evaluation of the paper/digital submission ITT documentation. Evidence provided at this Phase will be reviewed by the evaluation panel and scored in line with the Scoring Criteria published in the DEFFORM 47. The Technical questions will be reviewed and scored at Phase 1. Phase 2 will test a sample of rounds and ensure that the paper submission from each potential provider is accurate. Phase 2 of the competition will take place at a UK MOD training area and will consist of 3 tests against the criteria below. The vendors will be required <REDACTED>. Non-attendance at or non-compliance with the conditions of the assessment day will result in a score of 'c noncompliance' being given to the tenderer.

A summary of the tests to be conducted at Phase 2 is contained within this document. This evaluation plan describes the tests that will be carried out to assess the claims of the suppliers that have successfully passed the 1<sup>st</sup> Phase of the competition against the claims made by the supplier in the paper/digital submission.

c. The following performance aspects will be addressed:

Consistency – <REDACTED>

Signature - <REDACTED>

Signature - <REDACTED>

## **D6.2 Scoring**

### **D6.2.1. Phase 1** will be marked as follows:

- a. A score of **<REDACTED>** will be awarded for the evidence provided to each tenderers ITT paper submission to each question.
- b. Total score - Bids should meet the Authority's expectations and score as a minimum a total of **<REDACTED>**. Failure to meet this minimum score threshold may result in the bid being deemed non-compliant and the Authority reserves the right to exclude the potential provider from the tender competition.
- c. The bidder is required to state in the tender response whether they are compliant and should be accompanied with evidence. Please reference and provide full evidence with your tender submission. Where a company deems to be compliant but does not provide any evidence, or evidence is not assessed as sufficient evaluation scores will reflect this. Statements alone will not be considered as evidence.
- d. Tender Questions will be assessed against the following criteria:

#### **<REDACTED>- Full Evidence**

This evidence provides a comprehensive level of detail and high confidence in the potential provider that the ammunition performs to the level stated in the requirement.

#### **<REDACTED> -Partial Evidence**

Test data supplied proves capability delivers the performance requirements; however, the Authority is required to do some testing to confirm conformity to requirement. This could be for example, but not limited to, test data not to same sample size or video of multiple tests.

The evidence provided instils an adequate level of confidence in the potential provider in the performance of the ammunition as per the requirement.

#### **<REDACTED> -Limited Evidence**

Inadequate level of evidence provided, and therefore provides very low confidence that the capability exists or can be met. Testing would be required by the Authority to assess the level to which the requirement is met.

**<REDACTED>** -The Authority has no confidence that the bidder can deliver the proposed solution. There is no detail or explanation of how the requirement will be fulfilled. The evidence relies solely on a statement. The proposal presents major and intolerable risks to the Authority.

### D6.2.1.1. Technical Assessment Question1

Consistency – <REDACTED>

#### Requirement

Consistency – <REDACTED>.

#### References:

DEFSTAN 07-85 Part 4 Design Requirements for Weapons and Associated Systems – Test Procedures

#### Evidence Required

<REDACTED>

#### Full Evidence

<REDACTED>

#### Partial Evidence

<REDACTED>

#### Limited Evidence

<REDACTED>

#### Scoring Guidance

Cartridges fired	Scoring Scale
Full Evidence	<REDACTED>
Partial Evidence	<REDACTED>
Limited Evidence	<REDACTED>
0 or no Evidence	<REDACTED>

## D6.2.1.2. Technical Assessment Question 2

### Signature

**Requirement**

Signature - <REDACTED>

**Evidence Required.**  
<REDACTED>

**Full Evidence**  
<REDACTED>

**Partial Evidence**  
<REDACTED>

**Limited Evidence**  
<REDACTED>

#### Scoring Guidance

Evidence level achieved:	Scoring Scale
<b>Full Evidence</b>	<REDACTED>
<b>Partial Evidence</b>	<REDACTED>
<b>Limited Evidence</b>	<REDACTED>
<b>No Evidence/Unacceptable Smoke Signature</b>	<REDACTED>



### D6.2.1.3 Technical Assessment Question 3

#### Muzzle Flash

**Requirement**

Signature - <REDACTED>

**Evidence Required.**  
<REDACTED>

**Full Evidence**  
<REDACTED>

**Partial Evidence**  
<REDACTED>

**Limited Evidence**  
<REDACTED>

#### Scoring Guidance

Evidence level achieved:	Scoring Scale
<b>Full Evidence</b>	<REDACTED>
<b>Partial Evidence</b>	<REDACTED>
<b>Limited Evidence</b>	<REDACTED>
<b>No evidence/Unacceptable Flash Signature</b>	<REDACTED>

#### D6.2.2. Phase 2: Guidelines for Assessment Day:

- a. <REDACTED>.
- b. Examples of measures that will be taken by the <REDACTED> include:

- i. <REDACTED>
- ii. <REDACTED>
- iii. <REDACTED>

c. If a failure or unexpected event occurs, <REDACTED>.  
<REDACTED>

#### **D6.2.2.1. Ammunition quantities and conditioning**

- a. Ammunition will be conditioned for <REDACTED> prior to the assessment, Vendors are to submit the Quantities below, no later than <REDACTED>, <REDACTED> prior to the assessment. Location: <REDACTED>. Assessment Date will be: <REDACTED>

b. Minimum	c. <REDACTED>
d. Contingency	e. <REDACTED>
f. Total	g. <REDACTED>

a. Table 1.0 Ammunition Quantities

- b. The Authority will incur <REDACTED> from the potential provider for the manufacture, supply and use of rounds to support the assessment day at phase 2 of the tender evaluation.
- c. The Authority accepts <REDACTED> travel and subsistence to attend the assessment day from each supplier.
- d. The potential provider shall arrange the transport of their ammunition to <REDACTED>.
- e. Any residual ammunition will be for suppliers to <REDACTED> at the end of the Assessment Day.

#### **D6.2.2.2. Evaluation Criteria for Assessment Day for All Tenderers**

- a. The purpose of testing and trials is to validate the claims made by the tenderer in their tender returns (phase 1). There are three possible results of the testing and trials process:

Mark 'a'. <REDACTED>; or

Mark 'b'. <REDACTED> or

Mark 'c'. <REDACTED>

- b. The assessment will be conducted by <REDACTED> with the DGM <REDACTED> team in attendance to witness and evaluate the performance against the claims in the <REDACTED> submission of each supplier.

### D6.2.2.3. Assessment 1

Consistency – <REDACTED>

#### Requirement

Consistency – <REDACTED>

#### References:

DEFSTAN 07-85 Part 4 Design Requirements for Weapons and Associated Systems – Test Procedures

#### Evidence Required

<REDACTED>

<REDACTED>.

- a. the tenderer's claims are validated – <REDACTED>;
- b. the tenderer's claims are not validated – <REDACTED>; or
- c. the tenderer's claims are not validated – <REDACTED>

### D6.2.2.4. Assessment 2

Signature

#### Requirement

Signature - <REDACTED>

#### Evidence Required.

<REDACTED>

<REDACTED>

<REDACTED>

<REDACTED>

- a. the tenderer's claims are validated – <REDACTED>;
- b. the tenderer's claims are not validated – <REDACTED>; or
- c. the tenderer's claims are not validated – <REDACTED>.

### D6.2.2.5. Assessment 3

<REDACTED>

#### Requirement

Signature - <REDACTED>

#### Evidence Required.

<REDACTED>

<REDACTED>

- a. the tenderer's claims are validated – <REDACTED>;
- b. the tenderer's claims are not validated – <REDACTED>; or
- c. the tenderer's claims are not validated <REDACTED>

### D7 Stage 4 - Weighted Value for Money Calculation

The Tender Evaluation will be conducted on the basis of: <REDACTED>

#### a. Technical / Non-Cost

Following the completion of Stage 3 (both phase 1 & 2) each potential provider shall be given a score out of <REDACTED>. This is the overall technical score/non-cost score

#### b. Commercial / Cost

Following completion of Stage 1, each potential provider shall be required to be fully compliant with the draft Contract, Schedules and Annex's.

A total weighted score for the financial offer will then be calculated using the total cost

#### c. Overall Assessment

The overall tender score is calculated as follows:

**Non-cost score** <sup>wQ/wC</sup>

**Cost**

*NB. This calculation is worked out using ^ (shift 6) on your keyboard. <REDACTED> is therefore <REDACTED>.*

The preferred bidder will be the Tenderer offering the highest scoring compliant tender in accordance with paragraphs D7 a, b and c.

In the event of equal scoring by two or more suppliers, the lowest priced offering will be deemed the preferred bidder.

### Example of Scoring for this contract:

Where:

wQ = weighting of non-cost criteria = 25%

wC = weighting applied to cost = 75%

Example Scoring DGM/1960									
Supplier 1									
Mandatory Commercial Compliance	Pass/Fail	Technical Requirement Question Number	Complaint/Noncompliant threshold for mandatory/Key at Phase 1	Score Fail(0),30,70 and 100	Assessment Day Score: a,b or c at Phase 2	Final Technical score = 25%	Price = 75%	Final overall Score = Value for Money index = (Non-Cost Score <sup>wQ</sup> /wC)/Price	Rank
Full Compliance	Pass								
Mandatory Technical Compliance	Pass/Fail	1	Yes	100	a	100	£837,000.00 (Ex VAT) =	0.0069869	2
		2	Yes	70	a	70			
		3	Yes	30	a	30			
Full Compliance	Pass		Total Possible Technical Score 300		Final Total Technical Score	200			
Supplier 2									
Mandatory Commercial Compliance	Pass/Fail	Technical Requirement Question Number	Complaint/Noncompliant threshold for mandatory/Key at Phase 1	Score Fail(0),30,70 and 100	Assessment Day Score: a,b or c at Phase 2	Final Technical score = 25%	Price = 75%	Final overall Score = Value for Money index = (Non-Cost Score <sup>wQ</sup> /wC)/Price	Rank
Full Compliance	Pass								
Mandatory Technical Compliance	Pass/Fail	1	Yes	100	b	70	£900,000.00 (Ex VAT) =	Fail	Fail
		2	Yes	70	a	70			
		3	Yes	100	c	0			
Full Compliance	Pass		Total Possible Technical Score 300		Final Total Technical Score	Fail			
Supplier 3									
Mandatory Commercial Compliance	Pass/Fail	Technical Requirement Question Number	Complaint/Noncompliant threshold for mandatory/Key at Phase 1	Score Fail(0),30,70 and 100	Assessment Day Score: a,b or c at Phase 2	Final Technical score = 25%	Price = 75%	Final overall Score = Value for Money index = (Non-Cost Score <sup>wQ</sup> /wC)/Price	Rank
Full Compliance	Pass								
Mandatory Technical Compliance	Pass/Fail	1	Yes	100	a	100	£875,000.00 (Ex VAT) =	0.007102246	1
		2	Yes	70	a	70			
		3	Yes	70	a	70			
Full Compliance	Pass		Total Possible Technical Score 300		Final Total Technical Score	240			
Supplier 4									
Mandatory Commercial Compliance	Pass/Fail	Technical Requirement Question Number	Complaint/Noncompliant threshold for mandatory/Key at Phase 1	Score Fail(0),30,70 and 100	Assessment Day Score: a,b or c at Phase 2	Final Technical score = 25%	Price = 75%	Final overall Score = Value for Money index = (Non-Cost Score <sup>wQ</sup> /wC)/Price	Rank
Full Compliance	Pass								
Mandatory Technical Compliance	Pass/Fail	1	Yes	100	b	70	£855,000.00 (Ex VAT) =	0.006951956	3
		2	Yes	70	a	70			
		3	Yes	70	a	70			
Full Compliance	Pass		Total Possible Technical Score 300		Final Total Technical Score	210			

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

### **Submission of your Tender**

E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserve the right to reject any Tender received after the stated date and time. You must provide unpriced and priced copies of your Tender, and number of copies of other elements such as copies for other elements such as Management, Safety, Integrated Logistic Support etc: You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.

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

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

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

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

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

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

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

### **Samples**

E9. In accordance with stage 3 of the tender evaluation section of this document

## **Section F - Conditions of Tendering**

F1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to any offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. The Authority reserves the right to:

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

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

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

## **Conforming to the Law**

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

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

## **Bid Rigging and Other Illegal Practices**

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

Defence Regulatory Reporting Cell Hotline

<REDACTED> (UK) or

<REDACTED> (Overseas)

## **Conflicts of Interest**

F7. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision. There may be instances where it is essential that you do not have a Conflict of Interest (COI).

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

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

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

## **Government Furnished Assets**

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

## **Standstill Period**

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

## **Publicity Announcements**

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

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

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



## **Sensitive Information**

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

F15. For these purposes, the Authority may share within Government any of the Contractor's documentation / information (including any that the Contractor considers to be confidential and / or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the competition process. This allows the MOD to share information with other Government Departments while complying with our obligations to maintain confidentiality.

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

## **Reportable Requirements**

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

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

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

## **Specific Conditions of Tendering**

F14. Government Furnished Equipment (GFE)

a. The tenderer shall complete the GFE table at Annex H to the Contract providing a full list of GFE (including Government Furnished Information (GFI) required to complete the scope of work detailed in the SoW at Annex B to this Contract.

F16. Agreed Rates

- a. The tenderer shall propose labour rates to be used for the length of the Contract (including options) for the pricing of ad-hoc tasks by completing the table at Annex D to the Draft Contract.
- b. Labour Rates shall include, but not limited to Project Manager, Manufacturing, Technical Engineer

#### F17. Cyber Risk Assessment

Cyber Risk Assessment has been carried out on this requirement. The risk assessment has been assessed as <REDACTED>, and the reference number is <REDACTED>

Bidders for this contract are to complete a Supplier Assurance Questionnaire (SAQ). the Risk Assessment Reference is <REDACTED> and Cyber Risk Profile <REDACTED>. Bidders should complete their SAQ using MS Forms (preferred) [SAQ](#) or the attached PDF at ANNEX I, which must be returned to <REDACTED>

- a. You must submit the results of the SAQ, together with a Cyber Implementation Plan ANNEX I Appendix 1 as appropriate, with your tender response.

F18. Obtaining Documents – The Contractor is responsible for obtaining such specifications and standards as he requires for his own use from the appropriate publishing body or source. Information regarding publishing bodies can be obtained from DEF STAN 00-00 Part 3, Section 5. This standard is obtainable from:

DStan Helpdesk  
UK Defence Standardization  
Room 1138  
Kentigern House  
65 Brown Street  
Glasgow  
G2 8EX

Tel: +44 (0) 141 224 2531  
Fax: +44 (0) 141 244 2503  
Email: [enquiries@dstan.mod.uk](mailto:enquiries@dstan.mod.uk)

**TENDER SUBMISSION DOCUMENT (OFFER)**

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

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

<b>Applicable Law</b>				
I agree that any contract resulting from this competition shall be subject to English Law				Yes / No*
*Where 'No' is selected, Scots Law will apply.				
<b>Total Value of Tender (excluding VAT)</b>				
£				
.....				
...				
WORDS				
.....				
.....				
<b>UK Value Added Tax</b>				
If registered for Value Added Tax purposes, please insert:				
a. Registration No .....				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
<b>Location of work (town / city) where contract will be performed by Prime:</b>				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
<b>Mandatory Declarations</b> (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			<b>Tenderer's Declaration</b>	

Is the offer subject to the Authority contracting for all the Contractor Deliverables?	Yes* / No
Is the offer made subject to a Minimum Order Quantity?	Yes* / No
Are the Contractor Deliverables subject to IPR that has been exclusively, or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?	Yes* / No
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528	Yes* / No
Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?	Yes* / No
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?	Yes / No
Have you completed Form 1686 for sub-contracts?	Yes / No
Have you completed the compliance matrix/ matrices?	Yes / No / Not Required
Are you a Small Medium Sized Enterprise (SME)?	Yes / No
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached an ANNEX K - DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by <a href="#">EC 744/2010</a> ) of the European Parliament and of the Council.	Yes* / No
Have you attached The Bank / Parent Company Guarantee?	Yes* / No / Not Required
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
<b>Tenderer's Declaration of Compliance with Competition Law</b>	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <p>a. the offered price has not been divulged to any Third Party,</p>	

- b. no arrangement has been made with any Third Party that they should refrain from tendering,
- c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,
- d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and
- e. no arrangement has been made with any Third Party otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.

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

We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.

**Dated this..... day of ..... Year .....**

**Signature:**

**In the capacity of:**

(Must be original)

(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:**

**Registered Company Number:**

(Tenderer's Name)

**Dunn And Bradstreet number:**

## **Appendix 1 to Annex A (Offer) Edn07/18**

### **Information on Mandatory Declarations**

#### **Part Tender**

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

#### **Minimum Order Quantities**

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

#### **IPR Restrictions**

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

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

a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;

b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;

c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;

d. any action you need to take, or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

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

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

7. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

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

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

(1) a non-UK export licence, authorisation or exemption; or

(2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

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

11. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 8.

12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defence Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

## **Import Duty**

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

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

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

## **Sub-contracts Form 1686**

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

## Small and Medium Enterprises

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

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

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

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

BiP Solutions Ltd

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

Tel No: 0845 270 7099

## Transparency, Freedom of Information and Environmental Information Regulations

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

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

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

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

## Electronic Purchasing

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

## Change of Circumstances

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



## **Asbestos, Hazardous Items and Depletion of the Ozone Layer**

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

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

28. In July 2011 the Military Aviation Authority (MAA) launched a new set of Regulatory Publications. Key to these is the Regulatory Articles (RA), which prescribe Acceptable Means of Compliance (AMC) for each separate Regulation. Where there are MAA Requirements Tenderers who wish to propose an alternative means of compliance must obtain agreement in principle from the MAA (through the Project team) in advance of submitting their Tender. AMC are strongly recommended practices and a justification will be required if they are not followed. Tenderers must consult the MAA where there is more than one AMC. You must confirm how you intend to comply with the RA, and the date you consulted with the MAA.

## **Bank or Parent Company Guarantee**

29. A Parent Company or Bank Guarantee may be required. In the event that your tender is identified as the most favourable / compliant tender, but MOD assesses that a Parent Company or Bank Guarantee is required, then one will be requested (in the form of DEFFORM 24 / 24A as appropriate). No contract will be awarded until a suitable Parent Company or Bank Guarantee, as appropriate, is in place.

## **The Armed Forces Covenant**

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

31. The Covenant is based on two principles:

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

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

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

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

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

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

34. Paragraphs 30 – 33 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender review, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

## DEFFORM 47 ANNEX B - The Statement Relating to Good Standing

**Contract Title:** Manufacture and Supply of 0.338mm Blank Sniper Training Cartridges

**Contract Number:** <REDACTED>

1. We confirm, to the best of our knowledge and belief, that [ \_\_\_\_\_ ] including its directors or any other person who has powers of representation, decision or control of [ \_\_\_\_\_ ] 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;
  - 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. [ ] 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 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;
- h. 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 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	<b>[the Supplier]</b>
Signed  (By Director of the Organisation or equivalent)	

Date	
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DEFFORM 47 Annex C - DEFFORM 28 – See Separate Document

DEFFORM 47 Annex D - DEFFORM 539A – See Separate Document



DEFFORM 47 Annex E - Tender Submission Checklist– See Separate Document