

Call-Off Schedule 5 (Pricing Details)

Table 1: Deliverables

Deliverable	Description	Price (Ex VAT)	Due Date	Acceptance Criteria
1	Provision of detailed report of assets further to undertaking asset survey of 658 assets (in accordance with Schedule 20 SOR).	£112,112.00	31 March 2022	Evidence of completion and upload to DIO Information Management System.
2	Travel and subsistence cost provision for Contractor's required to work on-site at HMNB Devonport	£36,720.00	31 March 2022	The Supplier shall submit T&S costs evidencing actual number of days on site and shall not exceed the values in Table 2 (below).

Table 2: Travel and Subsistence Breakdown (2x teams of 2 persons)

Detail	Unit Cost (Ex. VAT)	Number	Total LoL (Ex. VAT)
Return flights from Scotland	£300.00	16	£4,800.00
Return train fare from Manchester	£300.00	16	£4,800.00
Accommodation (per day)	£100.00	128	£12,800.00
Subsistence (per day)	£25.00	160	£4,000.00
Car Hire (per day)	£62.00	160	£9,920.00
Fuel	£50.00	8	£400.00
		Total:	£36,720.00

Total Contract Limit of Liability (Ex. VAT):	£148,832.00
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Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully

competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

OFFICIAL

Call-Off Schedule 17 (MOD Terms)

Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"MOD Terms and Conditions"

the terms and conditions listed in this Schedule;

"MOD Site"

shall include any of Her Majesty's Ships or Vessels and Service Stations;

"Officer in charge"

shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

Access to MOD sites

The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.

The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.

The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff

for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.

Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.

Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.

Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.

No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.

The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the

prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier.

DEFCONS and DEFFORMS

The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.

Where a DEFCON or DEFORM is updated or replaced the reference shall be taken as referring to the updated or replacement DEFCON or DEFORM from time to time.

In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.

Authorisation by the Crown for use of third party intellectual property rights

Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

The following MOD DEFCONS and DEFFORMs form part of this contract:

DEFCONS

DEFCON No	Version	Description
76	06/21	Contractor's Personnel at Government Establishments
531	09/21	Disclosure of Information
658	09/21	Cyber
659A	09/21	Security Measures
660	12/15	Official-Sensitive Security Requirements

DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

1. Introduction

1.1 HM Naval Base Devonport requires a 3rd party contractor to assess the Level 2 built assets across the Naval Base Command (Devonport) (NBC(D)) and Babcock estates. The survey report will provide essential data to inform future discussions on Asset Physical Condition Grading Methodology (APCGM) and enable NBC(D) to move away from APCGM to Facility Condition Management (FCM) which will be aligned across all MoD Estates.

1.2 Reduction in estate funding over many years has resulted in a deterioration of built asset condition and a focus on maintaining a safe and compliant estate. As a consequence, understanding of the resultant infrastructure risk (and costs) on operational outputs is very limited. It is expected the FCM Survey will address such shortcomings.

2. Purpose

2.1 To undertake a thorough FCM Survey across the NBC(D) and Babcock estate in order to provide an unbiased assessment of asset condition.

3. Background to the Authority

3.1 HMNB Devonport, operating under Navy Command (NC) is the largest Naval Base in Western Europe. Devonport is home to Britain's amphibious ships, survey vessels and half the fleets frigates. Further information can be found at: <https://www.royalnavy.mod.uk/our-organisation/bases-and-stations/naval-base/devonport>

4. Background to Requirement/Overview of Requirement

4.1 To conduct physical site asset surveys & inspections with appropriate project management support that will result in an informed asset condition report.

5. Scope of Requirement

5.1 To provide an adequate and SQEP survey team who will inspect, in accordance with the FCM Methodology, 658 assets across the Devonport Naval Base Estate and as indicated by the FCM buildings asset summary and provided by DIO. This is broken down to:

a. 431 MoD Assets

b. 227 Babcock Assets

6. Service Levels and Performance

6.1.1 The Authority will measure the quality of the Supplier's delivery by:

a. Completion of all Physical Survey activity and uploading of data to the DIO Information Management System, no later than the 31 March 2022.

7. Additional Requirements

7.1 *Not applied*

8. Location

8.1 Surveyors must be prepared to visit the site as appropriate at HM Naval Base, Devonport, PLYMOUTH, PL2 2BG.

9. Security Requirements

9.1 The Supplier will be required to complete the relevant access documents to gain access to the NB. Any Contractors who do not possess appropriate SC and DSAI clearance must be escorted by a member of the Estates Team therefore prior appointment of visits must be scheduled.