



**Defence Equipment & Support**  
Ministry of Defence  
**Maritime Systems Support, Commercial Team**



Tel: (REDECTED SENSITIVE INFORMATION)

E-mail: (REDECTED SENSITIVE INFORMATION)

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(REDECTED SENSITIVE INFORMATION)

Your Reference:

FAO: (REDECTED SENSITIVE INFORMATION)

Our Reference:  
MSS/125

Date: 22/05/2020

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Dear Sir,

Invitation To: Tender Reference Number: 700498376 - MSS/125 SEIE Training Suits & Rafts

1. You are invited to tender for MSS/125 Submarine Escape Emersion Equipment SEIE Training Suits & Rafts in accordance with the attached documentation.
2. The requirement is for a One-off purchase of qty 90 SEIE Training Suits & qty 5 SEIE Training Rafts.
3. The anticipated date for the contract award decision is 22<sup>nd</sup> June 2020, please note that this is an indicative date and may change.
4. You must submit your Tender via email to (REDECTED SENSITIVE INFORMATION) stated in the Email address (REDECTED SENSITIVE INFORMATION) no later than 8<sup>th</sup> June 2020.

Please confirm via email receipt of this tender to (REDECTED SENSITIVE INFORMATION)

Yours faithfully

(REDECTED SENSITIVE INFORMATION)

Commercial Officer

# **Invitation to Tender MSS/125**

**For**

**SEIE Training Suits**

## **Terms and Conditions**

### **DEFFORM 47ST**

#### **Contents**

This invitation consists of the following documentation:

DEFFORM 47ST –The DEFFORM 47ST is the document that sets out the key requirements that you need to meet in submitting a valid Tender in advance of any negotiations. It also sets out the conditions relating to this procurement. For ease it is broken into:

- **Section A – Introduction**
  - Funding
  - DEFFORM 47 Definitions
  - Purpose
  - ITT Documentation and ITT Material
  - Material Change of Control
  - 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
  - Qualifying Defence Contracts (Defence Reform Act 2014)
- **Section D – Details of Price Breakdown and Mandatory Criteria**
- **Section E – Instructions on Submitting Your Tender**
  - Submission of your Tender
- **Section F – Conditions of Tendering**
  - Conforming to the Law
  - Fraud and Other Illegal Practices
  - Conflicts of Interest

- Government Furnished Assets
  - Publicity Announcement
  - Sensitive Information
  - Remedies for Actionable Contraventions under the Defence Reform Act 2014
  - Reportable Requirements
  - Specific Conditions of Tendering
- **DEFFORM 47ST Annex A – Tender Submission Document (Offer)**
    - Appendix 1 to DEFFORM 47ST Annex A (Offer) – Information on Mandatory Declaration Returns
    - Schedule of Requirements
    - Contract Conditions
    - DEFFORM 111 – Appendix to Contract - Addresses and Other Information

## **Section A – Introduction**

### **DEFFORM 47 Definitions**

**A1.** “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter referred to as “the Authority”), acting as part of the Crown.

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

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

**A4.** “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.

**A5.** “Single Source” means a situation where the Authority has invited a response from only one Tenderer.

**A6.** A “Tender” is the offer that you are making to the Authority.

**A7.** “Contractor Deliverables” means the goods and / or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements, if specified) and any associated technical data which the contractor is required to provide under any resultant contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.

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

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

**A10.** A “Third Party” is anyone who is not an employee of the Authority or Tenderer, as defined at paragraph A3.

### **Purpose**

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

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

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

### **ITT Documentation and ITT Material**

**A13.** 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 whilst 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 A17.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 immediately if you decide not to submit a Tender;
- g. immediately destroy all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to participate in responding 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'.

**A14.** 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 A17 above.

### **Material Change of Control**

**A15.** 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 our decision to award a contract to you.

### **Contract Conditions**

**A16.** Standardised Contract 1 (SC1b) conditions are attached.

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

**A17.** 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.

**Section B - Key Tendering Activities**

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

<b>Stage</b>	<b>Date and Time</b>	<b>Initiated By</b>	<b>Submit to:</b>
Final date for Clarification Questions / Requests for additional information		Tenderer	N/A
Final Date for Requests for Extension to return date		Tenderer	N/A
The Authority issues Final Answers and Clarifications		The Authority	N/A
Tender Return	10 Business Days from receipt of Invitation to Tender	Tenderer	(REDECTED SENSITIVE INFORMATION)
Value For Money (VFM) Assessment in accordance with NAPNOC – see Section D of this DEFFORM 47ST		The Authority	N/A
The following are indicative timescales for planning purposes only			
Revise Or Confirm Offer		The Authority	N/A
Start of Negotiation		The Authority	N/A
Best And Final Offer		The Authority	N/A
Trials / Testing		The Authority	N/A

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

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

**C1.** You must respond to the requirement for all the Contractor Deliverables listed in the attached Schedule of Requirements.

### **Construction of Tenders**

**C2.** Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP exclude VAT. Prices must be Firm Price (i.e. not subject to any variation whatsoever once accepted by the Authority).

**C3.** To enable the Authority to complete its Value For Money (VFM) assessment, your price must be broken down. Please set out your Tender response in accordance with Section D.

### **Validity**

**C4.** Your Tender must be valid / open for acceptance for 60 calendar days from the Tender return date.

### **Variant Bids**

**C5.** The decision to invite a Single Source response is based on the scope of the requirement. Where you submit a variant bid that is outside the scope of the requirement the Authority may be obliged to compete the requirement.

**Section D - Details of Price Breakdown and Mandatory Criteria**

**1. Price breakdown requirements for a non-qualifying contract**

<b>Mandatory Criteria</b>	
Full completion of the table in DEFFORM 47ST Annex A (Offer) (See section F, paragraph 17)	Pass / Fail
The Contractor shall submit a statement of unqualified acceptance of the Authority's Terms and Conditions	Pass / Fail

Failure to meet the Mandatory Criteria will result in the Authority being unable to award a contract.

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

### **Submission of your Tender**

- E1.** You must send your Tender to the Commercial Officer stated in the covering letter to this DEFFORM 47ST.
- E2.** You must provide one electronic copy of your Tender. The electronic copy 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 47ST 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 47ST Annex A (Offer) with one paper copy of your Tender.
- E5.** 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.

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

**F1.** The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place contract as a result of this ITT or at a later stage. Any expenditure, work or effort undertaken by you prior to an offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. In addition to its legal rights in relation to qualifying contracts, under the Defence Reform Act 2014 the Authority reserves the right to:

- a. seek clarification or additional documents in respect of your submission;
- b. visit your site;
- c. not enter into a contract if you are found guilty of serious misrepresentation in relation to your Tender or the Tender process;
- d. re-assess your suitability. For example, where there is a material change of control from supplier selection;
- e. reject / negotiate your Tender or part of your Tender;
- f. withdraw this ITT at any time, or invite other Tenders on the same or any alternative basis;
- g. choose not to award any contract as a result of the current procurement process;
- h. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities.

**F2.** The contract will be entered into when the Authority sends written notification of its entry into the contract, either accepting your offer via DEFFORM 159 or by issuing an offer via DEFFORM 8 and you accept via a DEFFORM 10. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C4.

### **Conforming to the Law**

**F3.** You must comply with the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

**F4.** Your attention is drawn to legislation relating to 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.

### **Fraud and Other Illegal Practices**

**F5.** You must report any, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline  
0800 161 3665 (UK) or  
+44 1371 85 4881 (Overseas)

### **Conflicts of Interest**

**F6.** You must notify the Authority immediately of any new Conflicts of Interest (COI) that have arisen or that arise at any point prior to the contract award decision. There may be instances where it is essential that you do not have a conflict of interest.

**F7.** 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**

**F8.** Where the Authority provides Government Furnished Assets (GFA) in support of this procurement, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If the Authority decides not to proceed with this procurement, you must seek instructions for the GFA from the named Commercial Officer.

### **Publicity Announcement**

**F9.** 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 in the supply chain. You should complete and return DEFFORM 539A as explained in the DEFFORM 47ST Annex A and associated Appendix 1.

**F10.** If you wish to make a similar announcement you must seek approval from the named Commercial Officer.

**F11.** 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**

**F12.** 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 and related aspects of good procurement practice and answering Freedom of Information requests.

**F13.** For these purposes, the Authority may share within Government any of your documentation / information (including any that you consider to be confidential and / or commercially sensitive such as specific bid information) submitted by you to the Authority during this procurement. The information will not be disclosed outside Government. You 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 tendering process. This allows the MOD to share information with other Government Departments while complying with our obligations to maintain confidentiality.

**F14.** The Authority reserves the right to disclose on a confidential basis any information it receives from you during the procurement process (including information identified by you 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 your Tender. In providing such information the you consent to such disclosure.

#### **Remedies for Actionable Contraventions under the Defence Reform Act 2014**

**F15.** If you have a Qualifying Defence Contract under the DRA 2014 you should be aware that if you fail to comply with certain aspects of the legislation then the Authority may issue a Compliance Notice to you. If you continue to fail to comply, the Authority may serve you with a Civil Penalty, as provided in the Single Source Contract Regulations 2015. If you believe either a Compliance Notice or a Civil Penalty is unjustified, you may appeal the matter to the independent Single Source Regulations Office.

#### **Reportable Requirements**

**F16.** Listed in the DEFFORM 47ST 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.

**F17.** 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.

**F18.** 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.

**DEFFORM 47ST Annex A - Edn 07/18**

**Ministry of Defence**

**Tender Ref No.** 700498376- MSS/125 SEIE Training Suits

**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 will apply.

<b>Applicable Law</b>				
I agree that any contract resulting from this procurement shall be subject to English Law				Yes
*Where 'no' is selected, Scots Law will apply.				
<b>Value of Tender (excluding VAT)</b>				
£220,564.82				
WORDS – Two hundred and twenty thousand, five hundred and sixty-four pounds and eighty-two pence.				
<b>UK Value Added Tax</b>				
If registered for Value Added Tax purposes, please insert:				
a. Registration No GB839594863				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £ 44,112.96				
<b>Location of work (town / city) where the contract will be performed by Prime: Birkenhead</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
DSB – Deutsche Schlauchboot GmbH (Part of Survitec Group)	Eschershause Germany	Final SPES Amphiprion suit and raft gluing and pack	30%	N/A

<b>Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47ST ST Annex A (Offer)):</b>			<b>Tenderer's Declaration</b>	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			No	
Have you completed and attached a Contract Pricing Statement?			Yes	
Is the offer made subject to a Minimum Order Quantity?			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?			No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is yes, please complete and attach DEFFORM 528.			No	
Have you obtained prior foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?			N/A	
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 procedures to be used and estimates of duties to be incurred or suspended?			N/A	
Have you completed Form 1686 for sub-contracts?			Yes	
Are you a Small Medium Sized Enterprise (SME)?			No	
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?			N/A	
Have you completed and attached DEFFORM 539A (Tenderer's Commercially Sensitive Information Form)?			Yes	
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed, have you attached a revised version?			N/A	
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?			No	
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?			N/A	
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.			No	
Have you attached The Bank / Parent Company Guarantee?			Not Required	
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?			Not Required	
Have you completed the Project Specific Declarations?			Not Required	
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1.				

<b>Tenderer's Declaration</b>	
We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.	
<b>Dated this 8<sup>th</sup> day of June Year 2020</b>	
<b>Signature:</b> (REDECTED SENSITIVE INFORMATION) <b>In the capacity of</b> <b>UK Head of Sales Aerospace &amp; Defence</b> (Must be original)(State official position e.g. Director, Manager, Secretary etc.)	
<b>Name:</b> (REDECTED SENSITIVE INFORMATION) <b>duly authorised to sign this Tender for and on behalf of: SURVITEC GROUP LTD</b>  (Tenderer's Name)	<b>Postal Address:</b> (REDECTED SENSITIVE INFORMATION) <b>Telephone No:</b> (REDECTED SENSITIVE INFORMATION) <b>Registered Company Number:</b> <b>Dunn and Bradstreet Number:</b>

## **Appendix 1 to Annex A (Offer)**

**Edn 07/18**

### **Information on Mandatory Declaration Returns**

#### **Part Tender**

1. Under Conditions 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 an Intellectual Property Right (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 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 procurement that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

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

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

**12.** Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to you. 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 procurement, 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 £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of Authority spending should be spent with SMEs by 2020; this applies to the money which the Authority spends directly with SMEs, and through the supply chain. The Authority uses the European Commission definition of 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 policy priorities 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.** You 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)**

**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 is a MAA requirement and you wish to propose an alternative means of compliance you must obtain agreement in principle from the MAA (through the Project team) in advance of submitting your Tender. AMC are strongly recommended practices and a justification will be required if they are not followed. You 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 form of DEFFORM 24 / 24A as appropriate. No contract will be awarded until a suitable Parent Company or Bank Guarantee, 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.

## Standardised Contracting Terms

### SC1B

#### Definitions - In the Contract:

**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;

**Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

**Contractor** means the person, firm or company specified as such in the Contract;

**Contractor Commercially Sensitive Information** means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

**Contractor Deliverables** means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

**Effective Date of Contract** means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

**Firm Price** means a price excluding Value Added Tax (VAT) which is not subject to variation;

**Hazardous Contractor Deliverable** means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

**Legislation** means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

**Notices** means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

## 2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the schedules; and
- (3) the documents expressly referred to in the agreement.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

### **3 Application of Conditions**

a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

### **4 Disclosure of Information**

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

### **5 Transparency**

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

## **6 Notices**

- a. A Notice served under the Contract shall be:
- (1) in writing in the English Language;
  - (2) authenticated by signature or such other method as may be agreed between the Parties;
  - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
  - (4) marked with the number of the Contract; and
  - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.
- b. Notices shall be deemed to have been received:
- (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
  - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
  - (3) if sent by facsimile or electronic means:
    - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
    - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## **7 Intellectual Property**

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

## **8 Supply of Contractor Deliverables and Quality Assurance**

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
- (1) correspond with the specification;
  - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
  - (3) comply with any applicable Quality Assurance Requirements specified in

the Contract.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

## **9 Supply of Hazardous Contractor Deliverables**

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:

- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
- (2) the International Maritime Dangerous Goods (IMDG) Code;
- (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
- (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
- (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

## **10 Delivery / Collection**

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## **11 Marking of Contractor Deliverables**

- a. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:
  - (1) in accordance with the requirements specified in the Contract, or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements;
  - (2) where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date / date of manufacture, expressed as specified in the Contract or in the absence of such requirement, as month (letters) and year (last two figures); and
  - (3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed.

## **12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)**

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

## **13 Progress Monitoring, Meetings and Reports**

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings.

## **14 Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

## **15 Dispute Resolution**

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

## **16 Termination for Corrupt Gifts**

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
  - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
  - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
  - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
  - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
  - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
    - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
    - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the

prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 16.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## **17 Material Breach**

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

## **18 Insolvency**

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

## **19 Limitation of Contractor's Liability**

a. Subject to Clause b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

**(1)** for:

**(a)** any liquidated damages (to the extent expressly provided for under this Contract);

**(b)** any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

**(c)** any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;

**(d)** any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

**(2)** under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

**(3)** for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;

**(4)** for fraud, fraudulent misrepresentation, wilful misconduct or negligence;

**(5)** in relation to the termination of this Contract on the basis of abandonment by the Contractor;

**(6)** for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

**(7)** for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any

rights or remedies provided by general (including statute and common) law.

## **20 Project specific DEFCONs and DEFFORMs SC variants that apply to this Contract:**

### **DEFCON 129J (SC1)**

DEFCON 129J (SC1) (Edn. 06/17) The use of Electronic Business Delivery Form

### **DEFCON 502 (SC1)**

DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes

### **DEFCON 503 (SC1)**

DEFCON 503 (SC1) (Edn. 12/16) - Formal Amendments To Contract

### **DEFCON 531 (SC1)**

DEFCON 531 (SC1) (Edn. 06/17) - Disclosure of Information

### **DEFCON 532A**

DEFCON 532A (Edn. 04/20) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

### **DEFCON 534**

DEFCON 534 (Edn. 06/17) - Subcontracting and Prompt Payment

### **DEFCON 537**

DEFCON 537 (Edn. 06/02) - Rights of Third Parties

### **DEFCON 538**

DEFCON 538 (Edn. 06/02) – Severability

### **DEFCON 566**

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

### **DEFCON 602B**

DEFCON 602B (Edn. 12/06) Quality Assurance (without a deliverable plan)

### **DEFCON 606 (SC1)**

DEFCON 606 (SC1) (Edn. 12/16) Change and Configuration Control Procedure

### **DEFCON 608**

DEFCON 608 (Edn. 10/14) Access and Facilities to be provided by the Contractor

### **DEFCON 609 (SC1)**

DEFCON 609 (SC1) (Edn. 08/18) Contractor's Records

### **DEFCON 620 (SC1)**

DEFCON 620 (SC1) (Edn. 12/16) Contract Change Control Procedure

### **DEFCON 624 (SC1)**

DEFCON 624 (SC1) (Edn. 12/16) Use of Asbestos

### **DEFCON 627 (SC1)**

DEFCON 627 (SC1) (Edn. 12/16) Quality Assurance – Requirement for a Certificate of Conformity

### **DEFCON 637**

DEFCON 637 (Edn. 05/17) Defect Investigation and Liability

### **DEFCON 656A**

DEFCON 656A (Edn. 08/16) Termination for convenience – Under £5M

### **DEFCON 658 (SC1)**

DEFCON 658 (SC1) (Edn. 11/17) Cyber

Further to DEFCON 658 the Cyber Risk Profile of the Contract is very low, the risk assessment ref is RAR-NCCK53HP and supplier will be required to fill in the Supplier Assurance Questionnaire, as defined in Def Stan 05-138.

**DEFFORM 8 (SC)**

DEFFORM 8 (SC) (Edn. 12/19) Offer of Contract

**DEFFORM 10 (SC)**

DEFFORM 10 (SC) (Edn. 12/19) Acceptance of Offer of Contract

**DEFFORM 111**

DEFFORM 111 (Edn. 05/19) Appendix – Addresses and Other Information

## **21 The special conditions that apply to this Contract**

- a. In addition to the above, the following Publications and Standards shall apply:
- (1) AQAP 2110 Edition D Version 1 (NATO Quality Assurance Requirements for Design, Development & Production)
  - (2) DEFSTAN 05-57 Issue 7 (Configuration Management of Defence Materiel)
  - (3) DEFSTAN 05-61 Part 1 Issue 6 (Concessions)
  - (4) The contractor shall be certified to ISO9001:2015 and scoped to cover work performed

## **General Conditions**

### **Third Party IPR Authorisation**

#### **AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority 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 Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## **SC1B Schedules**

### **Schedule 1 - Additional Definitions of Contract**

**SEIE:** Submarine Escape Emersion Equipment

**SPES:** Submarine Protective Equipment Suit

Schedule 2 - Schedule of Requirements

Item No.	Item Details	Total Qty	Price (£) Ex VAT	
			Per Item	Total
	<b>Specification</b> SPES Amphiprion Training Suit (IFS Part No. 1011611)	90	2370.87	213,378.56
	<b>Delivery Date</b> Delivery schedule to follow			
	<b>MOD Stock Ref. No.</b> 4220-12-372-6562			
	<b>Packaging requirements inc. PPQ and DofQ *</b> 08 / EA			
	<b>Specification –</b> SPES Amphiprion Training Raft (IFS Part No. 1001951)	5	1437.25	7186.26
	<b>Delivery Date</b> Delivery schedule to follow			
	<b>MOD Stock Ref. No.</b> 4220-12-372-6555			
	<b>Packaging requirements inc. PPQ and DofQ *</b> 08 / EA			
	<b>Specification</b>			
	<b>Delivery Date</b>			
	<b>MOD Stock Ref. No.</b>			
	<b>Packaging requirements inc. PPQ and DofQ *</b>			

Total Price (ex-Delivery)

220,564.82

\*as detailed in DEFFORM 96

**Schedule 3 - Contract Data Sheet**

<p><b>Contract Period</b></p>	<p>Effective date of Contract: The date of the Contractors signed acceptance of the Authority's offer of contract.</p> <p>The Contract expiry date shall be: Upon satisfactory delivery of Contractor obligations under the contract.</p>
<p><b>Clause 6 - Notices</b></p>	<p>Notices served under the Contract can be transmitted by electronic mail:</p> <p>Yes</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: (REDECTED SENSITIVE INFORMATION)</p> <p>Contractor:</p>
<p><b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b></p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>N/A</p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p><b>Other Quality Assurance Requirements:</b></p>

	<p>The following Publications and Standards shall apply:</p> <p>AQAP 2110 Edition D Version 1 (NATO Quality Assurance Requirements for Design, Development &amp; Production)</p> <p>DEFSTAN 05-57 Issue 7 (Configuration Management of Defence Materiel)</p> <p>DEFSTAN 05-61 Part 1 Issue 6 (Concessions)</p> <p>The contractor shall be certified to ISO9001:2015 and scoped to cover work performed</p>
<p><b>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b></p>	<p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) <a href="mailto:DSALand-MovTpt-DGHSIS@mod.uk">DSALand-MovTpt-DGHSIS@mod.uk</a></p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p style="padding-left: 40px;">Defence Safety Authority (DSA)</p> <p style="padding-left: 40px;">Movement Transport Safety Regulator (MTSR)</p> <p style="padding-left: 40px;">Hazel Building Level 1, #H019</p>

	<p>MOD Abbey Wood (North)</p> <p>Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
<p><b>Clause 10 – Delivery/Collection</b></p>	<p>Contract Deliverables are to be:</p> <p>Ex-works (Collected by the Authority via Leidos)</p> <p>Special Instructions:</p> <p>Address below is to be added to Deliverable.</p> <p>Special Instructions (including consignor address if different from Contractor’s registered address):</p> <p>SSETC  The Old Pipe Shop  PP43  Building 3/188  Guard House Road  H M N B  Portsmouth PO1 3LU</p>
<p><b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b></p>	<p>Additional packaging requirements:</p> <p>N/A</p>
<p><b>Clause 13 – Progress Meetings</b></p>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: N/A</p> <p>Frequency: N/A</p> <p>Location: N/A</p>

<b>Clause 13 – Progress Reports</b>	The Contractor is required to submit the following Reports:  Type: N/A  Frequency: N/A  Method of Delivery: N/A  Delivery Address: N/A

**Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)**

Contract No: MSS/125
Description of Contractor's Commercially Sensitive Information: N/A
Cross Reference(s) to location of sensitive information: N/A
Explanation of Sensitivity: N/A
Details of potential harm resulting from disclosure: N/A
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters:  Name:  Position:  Address:  Telephone Number:  Email Address:

## DEFFORM 111

### DEFFORM 111

#### Appendix - Addresses and Other Information

##### 1. Commercial Officer

Name: (REDECTED SENSITIVE INFORMATION)

Address: (REDECTED SENSITIVE INFORMATION)

Email: (REDECTED SENSITIVE INFORMATION)

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

Name: (REDECTED SENSITIVE INFORMATION)

Address: (REDECTED SENSITIVE INFORMATION)

Email: (REDECTED SENSITIVE INFORMATION)

##### 3. Packaging Design Authority Organisation & point of contact:

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



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

Branch/Name: (REDECTED SENSITIVE INFORMATION)



(REDECTED SENSITIVE INFORMATION)

##### 5. Drawings/Specifications are available from

##### 6. Intentionally Blank

##### 7. Quality Assurance Representative:

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

**AQAPS** and **DEF STANS** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

##### 8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

44 (0) 161 233 5394

**9. Consignment Instructions** The items are to be consigned as follows:

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

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

**B.JSCS**

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

JSCS Fax No. 01869 256837

[www.freightcollection.com](http://www.freightcollection.com)

**11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

**Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

**\* NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

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

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

## Deliverables

### Deliverables Note

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

### Negotiation Deliverables

All Negotiation Deliverables

Name	Description	Responsible Party
None		

### Supplier Contractual Deliverables

Supplier Contractual Deliverables

Name	Description	Responsible Party
Obligation DEFCON 21 ( Edn 10/04) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.	Supplier Organization
Import Licences Condition 8.d	Apply for and obtain all necessary licences	Supplier Organization
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract	Supplier Organization
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.	Supplier Organization
Marking of Articles Condition 11	Articles to be marked in accordance with the contract.	Supplier Organization
Payment Condition 14.b	Submission of Invoices	Supplier Organization
Payment Condition 14.c	Payment	Supplier Organization
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract	Supplier Organization

### Buyer Contractual Deliverables

Buyer Contractual Deliverables

Name	Description	Responsible Party
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.	Buyer Organization
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim	Buyer Organization
Import Licences Condition 8.d	Assist application for licences that are defence/security related	Buyer Organization

