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Your Reference:

Address Line 1  
Address Line 2  
Address Line 3

Our Reference: 701579456

Date: 20<sup>th</sup> December 2021

FAO

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Dear Sir/Madam,

Invitation To: Tender Reference Number: 701579456- Provision of Vertical Milling Machines

1. You are invited to tender for Provision of Vertical Milling Machines in accordance with the attached documentation.
2. The anticipated date for the contract award decision is February 2022, please note that this is an indicative date and may change.
3. You must submit your Tender no later than 31<sup>st</sup> January 2022.
4. Please confirm receipt of this tender to Isabella Hickman stated in the E-mail address [isabella.hickman100@mod.gov.uk](mailto:isabella.hickman100@mod.gov.uk)

Yours faithfully

*Isabella Hickman*

Isabella Hickman  
Air Commercial Officer  
Define & Procure DCTT

## Invited Suppliers

Supplier Name	Supplier Address	Contact Name	Contact Email
<b>Chester UK Ltd</b>	<b>Clwyd Close Manor Lane Deeside Flintshire CH5 3PZ</b>	<b>John Grisswell</b>	<a href="mailto:john.g@chestermachinetools.com">john.g@chestermachinetools.com</a>
<b>Colchester Machine Tool Solutions</b>	<b>Lowfields Way Lowfields Business Park Elland West Yorkshire HX5 9DA</b>	<b>Keith Clowe</b>	<a href="mailto:keith.clowe@colchester.co.uk">keith.clowe@colchester.co.uk</a>
<b>Industrial Maintenance Services Ltd</b>	<b>E7 Voyager Park Portfield Road Portsmouth Hampshire PO3 5FL</b>	<b>Hayley McKenna</b>	<a href="mailto:hayley.mckenna@imsindustrial.co.uk">hayley.mckenna@imsindustrial.co.uk</a>
<b>Machine Tool &amp; Engineering Services Ltd</b>	<b>Unit 14 Quay Lane Industrial Estate Gosport Hampshire PO12 4LJ</b>	<b>Cindy Salmon</b>	<a href="mailto:cindy@mtes.co.uk">cindy@mtes.co.uk</a>
<b>RK International Machine Tools Ltd</b>	<b>Unit 7 Europa Trading Estate Erith Kent DA8 1PW</b>	<b>Andy Woodthorp e</b>	<a href="mailto:sales@rk-int.com">sales@rk-int.com</a>
<b>Scott Aerospace</b>	<b>Office 122 Lower Castle Street Bristol Gloucestershire BS1 3AG</b>	<b>Martin Lee</b>	<a href="mailto:mlee@scottaero.co.uk">mlee@scottaero.co.uk</a>

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## **Terms and Conditions**

### **DEFFORM 47**

#### **Contents**

This Invitation to Tender sets out the requirements that Tenderers must meet to submit a valid Tender. It also contains the draft Contract, further related documents and forms and sets out the Authority's position with respect to the competition.

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Tender. .The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
  - § Section A – Introduction
  - § Section B – Key Tendering Activities
  - § Section C – Instructions on Preparing Tenders
  - § Section D – Tender Evaluation
  - § Section E – Instructions on Submitting Tenders
  - § Section F – Conditions of Tendering
  - § DEFFORM 47 Annex A – Tender Submission Document (Offer)
- Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
- Contract Documents (As per the contents table in the Terms and Conditions)
- Terms & Conditions which includes the Schedule of Requirements and any additional Schedules, Annexes and/or Appendices
- DEFFORM 111 – Appendix to Contract - Addresses and Other Information
- DEFFORM 539A – Tenderer's Commercially Sensitive Information Form (or SC1B Schedule 4 or SC2 Schedule 5)
- Any other relevant documentation: Not Applicable

## Section A - Introduction

### DEFFORM 47 Definitions

In this ITT the following words and expressions shall have the meanings given to them below:

A1. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.

A2. "Compliance Regime" is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.

A3. "Conditions of Tendering" means the conditions set out in this DEFFORM 47 that govern the competition.

A4. A "Consortium Arrangement" means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.

A5. "Contract" means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.

A6. "Contract Terms & Conditions" means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.

A7. "Contractor Deliverables" means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.

A8. "Cyber Security Model" means the model defined in DEFCON 658.

A9. "Defence Sourcing Portal" means the electronic platform in which Tenders are submitted to the Authority.

A10. "Government Furnished Information" means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority..

A11. "ITT Documentation" means this ITT and 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

A12. "ITT Material" means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.

A13. "Schedule of Requirements" (Section 1 in Terms and Conditions, Schedule 2 in Standardised Contracting Template 1B (SC1B) or Schedule 2 in Standardised Contracting Template 2 (SC2)) 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.

A14. The "Statement of Requirement" Not Applicable means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A15. A 'Sub-Contractor' means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

A16. A "Sub-Contracting Arrangement" means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

A17. A "Tender" is the offer that you are making to the Authority.

A18. "Tenderer" means the economic operator submitting a response to this Invitation to Tender. Where "you" is used this means an action on you the Tenderer.

A19. A "Third Party" is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

## **Purpose**

A20. The purpose of this ITT is to invite you to submit a Tender, in accordance with the instructions set out in this ITT, to propose a solution and best price to meet the Authority's requirement. This documentation explains and sets out the:

- a. timetable for the next stages of the procurement;
- b. instructions, conditions and processes that governs this competition;
- c. information you must include in your Tender and the required format;
- d. administrative arrangements for the receipt and evaluation of Tenders;
- e. criteria and methodology for the evaluation of Tenders; and
- f. Contract Terms & Conditions

A21. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A22. This Requirement was Advertised on the DSP on the 20<sup>th</sup> October 2021 under the following reference 701579456 - Provision of Vertical Milling Machines.

A23. This procurement is in accordance with Public Contracts Regulations 2015.

A24. 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.

A25. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the DSP.

A26. Funding has been approved on 27<sup>th</sup> May 2021.

## **ITT Documentation and ITT Material**

A27. 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 A27.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 confirm destruction of (or in the case of software, that it is beyond use) 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'.

A28. 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 A27 above.

### **Tender Expenses**

A29. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

### **Consortia and Sub-Contracting Arrangements**

A30. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

### **Material Change of Control**

A31. You must inform the Authority in writing as soon as you become aware of:

- a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;
- b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or
- c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and
- d. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:
  - i. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;
  - ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;

- iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and
- iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

A32. If a change described in paragraph A31 occurs, the Authority may reassess you against the PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to proceed with the procurement.

A33. In relation to a change described in paragraph A31, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement

A34. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of its responses to the PQQ if:

- a. it fails to re-submit to the Authority the updated relevant section of its PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than business days following request from the Authority; or
- b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

## **Contract Terms & Conditions**

A35. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the [Knowledge in Defence \(KiD\) website](#).

A36. The Contract Terms & Conditions are attached.

## **Other Information**

### **A37. The Armed Forces Covenant**

- a. 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.
- b. The Covenant is based on two principles:
  - i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
  - ii. That 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.



c. [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 organisation can also see real benefits in their business.

d. 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 Authority 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

e. Paragraph A37 a to d 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 evaluation, Contract award procedure or any resulting Contract. However, the Authority very much hopes you will want to provide your support.

## Section B - Key Tendering Activities

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

Stage	Date and Time	Initiated By	Submit to:
Final date for Clarification Questions / Requests for additional information	Friday 14 <sup>th</sup> January 2022 16:00hrs	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	Wednesday 19 <sup>th</sup> January 2022 23:45hrs	The Authority	All Tenderers
Tender Return	Monday 31 <sup>st</sup> January 2022 23:45hrs	Tenderers	Defence Sourcing Portal
Tender Evaluation	Tuesday 1 <sup>st</sup> February 2022 09:00hrs	The Authority	N/A

### Notes

#### Tenderers Conference

B1. A Tenderers Conference is not being held.

#### Clarification Questions

B2. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

#### Tender Return

B3. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

#### Negotiations

B4. Negotiations do not apply to this tender process.

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

### **Construction of Tenders**

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in GBP ex VAT. Prices must be Firm Price. A price breakdown is included in the Tender.

C2. To assist the Authority's evaluation, you must set out your Tender response in accordance with Section D (Tender Evaluation).

### **Validity**

C3. Your Tender must be valid and open for acceptance for 90 days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty 30 calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen 14 calendar days after any legal proceedings have concluded.

## Section D - Tender Evaluation

### Tender Evaluation

D1. Section D details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

D2. Negotiations do not apply to this tender process.

### Technical Evaluation Criteria

#### Contents

1. Purpose
2. Evaluators
3. Criteria
4. Marking of Responses
5. The Technical Evaluation Process
6. Moderation of Evaluators
7. Results from Pass/Fail Criteria
8. Technical Compliance
9. Provision of Results to Tender

#### 1. Purpose

- 1.1 This Annex details the process which the technical elements of the Tenders submitted in response to this Invitation to Tender (ITT) will be evaluated, including the criteria the Tenderer is required to address and the weightings of these criteria. The technical elements consist of the solution proposed by the Tenderer to deliver the outputs detailed within the Statement of Requirement (SoR) within the limitations described within the SoR and associated Terms and Conditions.

#### 2. Evaluators

- 2.1 The response to the technical elements of this ITT will be assessed by a team of Subject Matter Experts (SMEs) deemed appropriate by the Authority. These SMEs will evaluate each Tender and will be referred to further in this Annex as the evaluators.

#### 3. Criteria

- 3.1 The technical evaluation criteria are set out at Appendix 1 and Appendix 2 including the marking method and any weighting applied to the criteria.

#### 4. Marking of Responses

- 4.1 All criteria will be marked using the relevant marking matrices detailed below:
  - a. **Pass / Fail** - Where the marking method for a criterion is **Pass or Fail** then the Tender will be marked in accordance with Table 1 detailed below:

**Table 1 - Technical Evaluation Marking for Pass / Fail Criteria**

Mark	Proposed Solution
Pass	<p><u>The Tender shows <b>all</b> of the following:</u></p> <ol style="list-style-type: none"> <li>1. The Tenderer has demonstrated that the solution is fully deliverable; evidence for this: <ul style="list-style-type: none"> <li>• Details how the capability will be delivered.</li> <li>• Complies with necessary standards detailed in the criteria and recognises key constraints.</li> <li>• Shows efficiencies in the use of resources.</li> </ul> </li> <li>2. Any effects on the Authority resulting from the Tenderer's solution are acceptable.</li> </ol>
Fail	<p><u>The Tender shows <b>any</b> of the following:</u></p> <ol style="list-style-type: none"> <li>1. The Tenderer has failed, or only partially, demonstrated that the solution is deliverable; evidence for this: <ul style="list-style-type: none"> <li>• Vaguely details how the capability will be delivered.</li> <li>• Only complies with necessary standards detailed in the criteria but does not recognise key constraints.</li> <li>• Does not clearly show efficiencies in the use of resources.</li> </ul> </li> <li>2. Some effects on the Authority resulting from the Tenderer's solution are undesirable.</li> </ol>

4.2 The Tenderer is to respond using the Defence Sourcing Portal (DSP). The Technical Evaluation criterion have been provided at Appendix 2 however all responses must be uploaded to the corresponding criterion located within the Technical Envelope. The responses to the criterion detailed within the Appendix and the DSP Technical Envelope are to be clear and concise; responses that are unclear or unstructured may result in the Tenderer receiving a lower mark due to the difficulty for the evaluators to identify the information.

4.3 Where the Tenderer does not upload their response to the DSP, then the Tenderer's response will not be evaluated and be deemed non-compliant.

## 5. The Technical Evaluation Process

5.1 The Tenderers solution to the technical elements of this ITT are to address all of the responses required and detailed in Appendix 2. These responses will be assessed by a team brought together by the Authority as detailed at Section 2. The Tenderer's solution to each technical criterion will be assessed for compliance by the evaluators.

5.2 Once each response has been fully considered then either a Pass or Fail mark will be awarded.

## **6. Moderation of Evaluations**

- 6.1 Once all evaluators have completed their evaluations then a moderation exercise will be undertaken. The moderation will review disparities between the markings awarded by the evaluators.
- 6.2 The moderation may result in evaluators being requested to reconsider the original mark awarded.
- 6.3 Where the moderation determines that a Tenderer's response is found to have areas of minor uncertainty the evaluators may request, via the relevant Commercial Officer, a Clarification Question (CQ) to be raised. On the return of the response of the CQ by the Tenderer, the evaluators will re-evaluate the relevant criteria using the response to the CQ in a reiteration of the Technical Evaluation Process detailed above at Section 0.
- 6.4 CQs will only be raised if there seems to be areas of minor misunderstanding as to the meaning of the Tender by the evaluators or where the evaluators perceive there to have been a genuine mistake by the Tenderer. Where a Tenderer has not submitted a response, omits responses to criteria, or has significant areas of non-compliance then a CQ will not be raised.

## **7. Results from Pass / Fail Criteria**

- 7.1 For those criteria, which will be marked on a Pass / Fail basis, then the following will apply.
- 7.2 Where multiple evaluators are assigned to assess the Tenderer's response then a consensus of the result of each criteria from each evaluator will be used to create a Consensus Result. Where any one evaluator marks the criteria as a Fail then the Consensus Result will default to Fail.
- 7.3 No Weightings will be applied to those criteria marked on a Pass / Fail basis.

## **8. Technical Compliance**

- 8.1 Unless otherwise stated against a particular criterion, the material detailed in this Section shall be used to determine if a Tenderer's bid is deemed to be technically compliant or non-compliant.
- 8.2 Where there is a Fail in any part of those criteria marked as Pass or Fail then the Tenderer's bid will be considered to be technically non-compliant.
- 8.3 Where a Tenderer's bid is deemed to be technically non-compliant, the Tenderer's bid will not be taken forward for a Commercial score to be awarded.
- 8.4 Where a Tenderer's bid is deemed to be technically compliant, then the Final Technical Score shall be the measure that will be used for reconciliation with the Commercial score to determine the "Winning Tenderer" in accordance with the weightings detailed at Appendix 1.

## **9. Provision of Results to Tenderers**

- 9.1 The Successful Tenderer or Tenderers will not, by default, be provided with a breakdown of the technical evaluation. Such a breakdown of their results may be requested through the relevant Commercial Officer.
- 9.2 Unsuccessful Tenderer or Tenderers will be provided with the following level of breakdown of the technical evaluation provided in the Notification of Contract Award Decision letters issued following completion of the competition:
  - a. For criteria marked on a Pass / Fail basis, the Tenderer will be provided with the Consensus Result displaying if the Tenderer has achieved a Pass or Fail mark in accordance with the marking matrix at Section 4.
  - b. For all criteria, the reasons for the mark provided to the Tenderer.
  - c. For all criteria, the relative mark of the Successful Tenderer(s) and the Successful Tenderer(s)'s relative characteristics and advantages.

## **Appendix 1 Specific Tender Evaluation Details 701579456 Provision of Vertical Milling Machines**

### **Weighting between Technical and Commercial elements**

- 1.1 The award of a Contract for this Requirement shall be based on the Lowest Priced Technically and Commercially compliant tender. The award shall be to the supplier who offers the lowest priced, Technically and Commercially compliant bid. Where a supplier's bid is not Technically and Commercially compliant then the bid will not be considered on price.
- 1.2 Although there are no weightings attributed to the Technical and Commercial elements, the DSP may display "percentage weight" as the scoring method within the envelopes. The scoring within the DSP will be Pass/Fail; weightings will not apply. The award for this tender event will be as specified at 1.1

### **2. Technical Evaluation Criteria**

- 2.1 All technical question asked are subject to a Pass/Fail Mark as detailed in Table 1 below:

**Table 1 - Marking Method and Weightings**

<b>Criteria</b>	<b>Marking Method</b>	<b>Weighting (%)</b>
1	Pass / Fail	N/A
2	Pass / Fail	N/A
3	Pass / Fail	N/A



## **Appendix 2 Technical Evaluation Criterion for 701579456**

Criterion Number: 1	<p>Demonstrate that your company can supply eight Vertical Milling Machines to the following specification:</p> <ul style="list-style-type: none"> <li>• Working surface to be a min of 1350mm x 300mm</li> <li>• T slot (w * no * p) to be 16 * 430 * 63mm</li> <li>• Spindle speeds 60-3600 in variable steps</li> <li>• Motor to be compatible with 415V/50Hz supply</li> <li>• Motor power to be in excess of 4 HP</li> <li>• Overarm travel to be min of 450mm</li> <li>• Quill travel to be min of 125mm</li> <li>• Quill feeds (mm/rev) 0.04/0.08/0.15/REV</li> <li>• Spindle nose to table distance to be 30-540mm</li> <li>• Spindle centre to column to be 200-700mm</li> <li>• Swivel angle (Right and Left) to be <math>\pm 45^\circ</math></li> <li>• Preferable weight below 7000Kg</li> <li>• Spindle to be ISO 40 Din 2080</li> <li>• 2 axis digital readout included</li> </ul>
Statement of Requirement (SOR) Reference:	B.1
Marking Method:	Pass/Fail
Tenderer's Response:	Please upload your response to the Defence Sourcing Portal
Criterion Number: 2	Provide evidence as to how your company will install the Vertical Milling Machines upon Delivery
Statement of Requirement (SOR) Reference:	B.2
Marking Method:	Pass/Fail
Tenderer's Response:	Please upload your response to the Defence Sourcing Portal
Criterion Number: 3	Demonstrate how your company will comply with Health and Safety Risk assessments approved by HSE and compliant with Health & Safety at Work Act 1974.
Statement of Requirement (SOR) Reference	
Marking Method:	Pass/Fail
Tenderer's Response:	Please upload your response to the Defence Sourcing Portal

## Tender Evaluation Social Value

This procurement is in scope of the Cabinet Office Social Value Model. The Model Award Criteria and Sub-Criteria will be used to evaluate your tender response. Further details regarding the Social Value Model can be found at [Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts)

Social Value Marking for Pass / Fail Criteria

Mark	Criteria for awarding score
Pass	<p>Good: (meets the Award Criteria) The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process.</p> <p>The response therefore shows: - Good understanding of the requirements as set out in the Sub-Criteria. - Sufficient competence demonstrated through relevant evidence. - Some insight demonstrated into the relevant issues. - The response addresses most of the social value policy outcome and also shows general market experience.</p>
Fail	<p>Fail: the response completely fails to meet the required standard or does not provide a proposal.</p>

## Criteria

Theme	Fighting Climate Change
Policy Outcome	Effective stewardship of the environment
Evaluation Question	Using a maximum of 2000 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria. Please include: your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria
Model Award Criteria	Effective measures to deliver any/all of the following benefits through the contract: Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.
Sub Criteria	<p>Additional environmental benefits/activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"><li>• Understanding of additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions.</li><li>• Collaborative way of working with the supply chain to deliver additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions.</li></ul> <p><b>Illustrative example:</b> conducting pre-contract engagement activities with a diverse range of organisations in the market to support the delivery of additional environmental benefits in the performance of the contract.</p>
Marking Method:	Pass/Fail
Tenderer's Response:	Please upload your response to the Defence Sourcing Portal

### **Appendix 3 Commercial Evaluation Methodology 701579456**

The Commercial Evaluation will be marked on the following basis:

Completion and upload of the following documents to the Commercial Envelope in the Defence Sourcing Portal. Any fail attributed to a bid will render that bid as non-compliant.

Where a Tenderer's bid is deemed to be commercially non-compliant, the Tenderer's bid will not be evaluated on price.

Document	Evaluation Criteria
<p>1 x priced copy of the ITT. The ITT includes:</p> <ul style="list-style-type: none"><li>• DEFFORM 47 Annex A - Tenderers are asked to quote a firm price for the overall tender. Price should be submitted in GBP and exclusive of VAT. In signing the DEFFORM 47 Annex A the tenderer is accepting that only the Authority's terms and conditions and amendments will apply to the contract.</li><li>• Schedule 2 Schedule of Requirements - Tenderers are asked to quote firm prices for all line items listed in the statement of requirements. Prices should be submitted in GBP and exclusive of VAT.</li><li>• Delivery Schedule – Tenderers are asked to provide a realistic Delivery schedule for Lines 1 of the Schedule 2 Schedule of Requirements.</li><li>• Contractor's Commercially Sensitive Information Form.</li></ul>	<p>Pass / Fail</p>
<p>A Supplier Assurance Questionnaire must be completed ensuring that the minimum Cyber Risk Profile (N/A) is met. The Risk Assessment reference for this contract is <b>RAR-182911160</b></p> <p>PLEASE NOTE that the process for submission of a Supplier Assurance Form (SAQ) has undergone an interim change. In order to comply with the Cyber requirements of the subject invitation to Tender, you must complete the PDF form below and forward to the following e-mail address <a href="mailto:ISSDes-DCPP@mod.gov.uk">ISSDes-DCPP@mod.gov.uk</a> as soon as possible in the tender open period. You should receive a response within 3 working days from the DCCP Team advising if your questionnaire has met the minimum Cyber Risk profile. A copy of the determination from the DCCP Team should be uploaded to the Defence Sourcing Portal with your tender response.</p>	<p>Pass/Fail</p> <p><u>Pass– The Tender shows the following</u></p> <ol style="list-style-type: none"><li>1. The Tenderer meets or exceeds the level of security of the DCCP Cyber Security Model for the requirement.</li><li>2. Where the Tenderer does not meet the level of security of the DCCP Cyber Security Model for the requirement and a Cyber Implementation Plan has been submitted and found to be acceptable by the Authority.</li><li>3. Any effects on the</li></ol>



SAQ\_Form\_Very\_Low\_  
Cyber\_Risk\_Profile.pdf

Where you cannot demonstrate that you have achieved the proportionate security requirements associated with this requirement, a Cyber Implementation Plan (CIP) must be submitted with your tender response. Where a bidder has produced a CIP which is deemed unacceptable by the RAF Senior Information Officer (SIRO) to accept then they will be declared non-compliant for this requirement.



CIP\_Template.docx

Additional Note regards the N/A Cyber Risk Profile for this Contract:

The Not Applicable outcome does not require specific cyber control measures although it is recommended all suppliers, as a matter of good practice, should achieve compliance with the Cyber Essentials Scheme.

Authority resulting from the Tenderer's solution are acceptable.

Fail – The tender shows any of the following:

1. Tenderer has failed to meet the level of security of the DCCP Cyber Security Model for the requirement and has not provided a CIP.
2. Where the Tenderer does not meet the level of security of the DCCP Cyber Security Model for the requirement and a Cyber Implementation Plan has been submitted and found to be unacceptable by the Authority.
3. Some effects on the Authority resulting from the Tenderer's solution are undesirable.
4. The supplier fails to complete a Supplier Assurance Questionnaire.

#### **Appendix 4 Price Evaluation Methodology 701579456**

Suppliers must complete and return the Schedule 2 Schedule of Requirements. Suppliers must provide a firm price for all items listed on the Schedule 2 and a total tender price. The Supplier must provide a total tender price on the Schedule 2 and on the DEFFORM 47 Annex A Tender Submission Document (Offer). Prices must be in GBP and exclusive of VAT. A total tender price will need to be entered on the DSP under the Commercial Envelope.

In order for you to price your tender, please adhere to the following instructions:

- Please quote a firm price for each line. Please complete all fields in the Schedule. All Prices quoted to include delivery.

The compliant bid with the lowest total tender price will be the overall total lowest priced bid.

## **Appendix 5 Technical, Commercial and Price Reconciliation 701579456**

The award of a Contract for this requirement shall be based on the lowest priced technically and commercially compliant tender.

- A pass for the Technical Element as per Appendix 2
- A pass for all the Commercial elements as per Appendix 3
- Lowest Price – Overall total lowest priced bid of all items as per Appendix 4

A worked example has been provided below:

Item no.	Item Detail	Qty	Price per Item	Total Price per Item
1	Item A	8	£950	£7,600
2	Item B	1	£375	£375
3	Item C	8	£65	£800
Total Tender Price			£8,775.00	

Supplier A  
Technical Score: Pass  
Commercial Score: Pass  
Total Price: £8,775.00

Item no.	Item Detail	Qty	Price per Item	Total Price per Item
1	Item A	8	£1,100	£8,800
2	Item B	1	£325	£325
3	Item C	8	£55	£440
Total Tender Price			£10,225.00	

Supplier B  
Technical Score: Pass  
Commercial Score: Pass  
Total Price: £1600

Supplier A's bid is the lowest priced technically and commercially compliant tender. Supplier A is the winning tender.

**Section E –  
Instructions on Submitting Tenders  
Submission of your Tender**

- E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by Monday 31<sup>st</sup> January 2022 23:45hrs. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to 701579456.
- E2. You must provide via the DSP one priced copy of your Tender. The copy should be clearly labelled and easily identifiable.
- E3. The Authority may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the Authority or provide clarification after the Tender return date. For example, this may include, but is not limited to rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the DSP on how they can correct such irregularities which must be completed by the deadline set. The Authority will cross reference the amended Tender with the original Tender submitted to the DSP before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the Authority, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the Authority, this will result in a non-compliant bid.
- E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact [Air-ComrclCosford@mod.gov.uk](mailto:Air-ComrclCosford@mod.gov.uk) if you have a requirement to submit documents above OFFICIAL SENSITIVE
- E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact [Air-ComrclCosford@mod.gov.uk](mailto:Air-ComrclCosford@mod.gov.uk) to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.
- E6. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to DSP with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications.

**Lots**

- E7. This requirement has not been divided into lots.

## **Variant Bids**

E8. The Authority will not accept variant bids.

## **Samples**

E9. No samples are required.

## **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. Neither does the issue of this ITT or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.

F2. The Authority reserves the right, but is not obliged to:

- a. vary the terms of this ITT in accordance with applicable law;
- b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
- c. visit your site;
- d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITT;
- e. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic PQQ or the tender process;
- f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34;
- g. withdraw this ITT at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
- h. 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;
- i. choose not to award any Contract as a result of the current tender process;
- j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F3. 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 C3.

### **Conforming to the Law**

F4. You must comply with all applicable 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

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

### **Conflicts of Interest**

F7. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
- enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
- canvass the Authority or any employees or agents of the Authority in relation to this procurement; or
- attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have advised the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential conflict of interest (COI) exists or arises at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual or potential COI. The proposal must be of a standard which, in the Authority's sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of



competition and provides full details listed in F9 a to g below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:

- a. the 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 and/or non-disclosure agreements (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no COI exist between the Tenderer and its advisers, and the Authority and its advisers. Any Tenderer who fails to comply with this requirement (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

### **Government Furnished Assets**

F11. 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**

F12. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award a Contract to the successful Tenderer before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158s are sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

### **Publicity Announcements**

F13. If you wish to make an announcement regarding this procurement, you must seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the named Commercial Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.

F14. Under no circumstances should you confirm to any Third Party the Authority's Contract award decision before the Authority's announcement of the award of Contract.

## **Sensitive Information**

F15. 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.

F16. For these purposes, the Authority may share within Government any of the Tenderers documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers 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 Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT) 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**

F18. 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.

F19. Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete the Annex in full and attach relevant information where required.

## **Specific Conditions of Tendering**

F20. Not Applicable

**Tender Submission Document (Offer) – 701579456**

**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
<b>Total Value of Tender (excluding VAT)</b>				
<p>£ ..... .....</p> <p>WORDS ..... .....</p>				
<b>UK Value Added Tax</b>				
<p>If registered for Value Added Tax purposes, please insert:</p> <p>a. Registration No .....</p> <p>b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....</p>				
<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>	
Are the Contractor Deliverables subject to IPR that has been			Yes* / No	

exclusively, or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?	
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 the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & 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 a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?	
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?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, within the last 12 months, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly	
Do the Contractor or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?	Yes / No / Not Required
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements (as per paragraph F18) stated in this ITT?	Yes / No / Not Required
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
<b>Tenderer's Declaration of Compliance with Competition Law</b>	

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:

- a. the offered price has not been divulged to any Third Party,
- 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 the Tenderer's Commercially Sensitive Information Form (DEFFORM 539A).

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

**Signature:**

**In the capacity of**

.....  
.....

(Must be scanned original) (State official position  
e.g. Director, Manager, Secretary etc.)

**Name: (in BLOCK CAPITALS)**

**duly authorised to sign this Tender for and on behalf of:**

(Tenderer's Name)

**Postal Address:**

**Telephone No:**

**Registered Company Number:**

**Dun And Bradstreet number:**

**Appendix 1 to Annex A (Offer)**  
**Edn 08/21**

**Information on Mandatory Declarations**

**IPR Restrictions**

1. 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) .
2. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 3 below, 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 2.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 2.b.
3. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 2. The Authority will not acknowledge any such restriction unless so notified under paragraph 2 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.
4. If you have previously provided information under paragraphs 2 and 3 you can provide details of the previous notification, updated as necessary to confirm their validity.

**Notification of Foreign Export Control Restrictions**

5. 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.
6. 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:

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

- a. a non-UK export licence, authorisation or exemption; or
- b. 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 6 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.

7. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. 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.
8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.
9. 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 6.
10. 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**

11. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.
12. For the purpose of this competition, for any deliverables not yet imported into the UK, 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.
13. 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.

### **Cyber Risk**

14. Cyber risk has been considered and in accordance with the Cyber Security Model

resulted in a Cyber Risk Profile of 'N/A'. The Risk Assessment Reference is **RAR-182911160**. Tenderers are required to complete the Suppliers Assurance Questionnaire on the Supplier Cyber Protection Service (Follow interim process; instructions in Section D Tender Evaluation – Appendix 3) and submit this as part of their Tender response, together with a Cyber Security Implementation Plan as appropriate.

### **Sub-contracts Form 1686**

15. [Form 1686](#) (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. 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. Form 1686 and further guidance can be found in the Cabinet Office's [Contractual Process](#).

### **Small and Medium Enterprises**

16. The Authority is committed to supporting the Government's Small and Medium-sized Enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of the Authority's spending should be spent with SMEs by 2022; 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.
17. 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](#).
18. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](#), and the DSP.
19. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: <https://www.gov.uk/guidance/subcontract-advertising>. This process is managed by the Strategic Supplier Management team who can be contacted at: [DefComrcISSM-Suppliers@mod.gov.uk](mailto:DefComrcISSM-Suppliers@mod.gov.uk).

### **Transparency, Freedom of Information and Environmental Information Regulations**

20. The Authority shall publish notification of the Contract and publish Contract documents where required following a request 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.
21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's [Transparency Principles](#) and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2



Conditions of Contract Clause 12.

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 2004 ("the EIR").
23. You must complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A, 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. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

### **Change of Circumstances**

26. In accordance with paragraph A31, if your circumstances have changed, please select 'Yes' to the appropriate question on DEFFORM 47 Annex A 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' to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

### **Defence Safety Authority (DSA) Requirements**

28. There are no DSA Requirements.

### **Bank or Parent Company Guarantee**

29. A Bank or Parent Company Guarantee is not required.

## Standardised Contracting Terms SC1B

### 1. 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. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

**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.
- c. 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.

## **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 extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, 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.

g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## **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. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

## **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. Any additional meetings reasonably required shall be at no cost to the Authority.

## **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.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

## **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 19.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.



## SC1B Schedules

### Schedule 2 - Schedule of Requirements.

Prices must be in GBP and exclusive of VAT.

Item No.	Item Details	Total Qty	Firm Price (£) Ex VAT
1	Floor Mounted Vertical Milling Machines SoR Specification Reference B.1 (Price to include Delivery)	8	
2	Installation SoR Specification Reference B.2	8	

\*as detailed in DEFFORM 96

**Total Price Inc  
Delivery \*\***

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**Suppliers are asked to provide their most realistic delivery forecast for the Milling Machines \***

### Schedule 3 - Contract Data Sheet

<b>Contract Period</b>	<p>Effective date of Contract: TBC</p> <p>The Contract expiry date shall be on the successful Delivery and Installation of all the Contractor Deliverables.</p>
<b>Clause 6 - Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail: Yes</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: MoD Air Commercial Room S104 Flowerdown Hall RAF Cosford Wolverhampton WV7 3EX</p> <p>Contractor: TBC</p>
<b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>No</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>Please refer to SoR</p>
<b>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b>	<p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s)</p>

	<p>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>Defence Safety Authority (DSA)</p> <p>Movement Transport Safety Regulator (MTSR)</p> <p>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: TBC</p>
<p><b>Clause 10 – Delivery/Collection</b></p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor: Yes</p> <p>Special Instructions: Please refer to SoR Instructions</p>

	Collected by the Authority: No  Special Instructions (including consignor address if different from Contractor's registered address): N/A
<b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b>	Additional packaging requirements: See SoR Instructions
<b>Clause 13 – Progress Meetings</b>	The Contractor shall be required to attend the following meetings:  Type: N/A  Frequency: Not Applicable  Location: N/A
<b>Clause 13 – Progress Reports</b>	The Contractor is required to submit the following Reports:  Type: N/A  Frequency: Not Applicable  Method of Delivery: N/A  Delivery Address: N/A

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

Contract No: 701579456
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:

Details of potential harm resulting from disclosure:

Period of Confidence (if applicable):

Contact Details for Transparency / Freedom of Information matters:

Name:

Position:

Address:

Telephone Number:

Email Address:

**Project specific DEFCONs and DEFCON SC variants that apply to this Contract:**

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

**DEFCON 503 (SC1)** DEFCON 503 (SC1) (Edn. 07/21) - Formal Amendments To Contract

**DEFCON 524A (SC1)** DEFCON 524A (SC1) (Edn. 08/20) – Counterfeit Materiel

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

**DEFCON 532A (SC1)** DEFCON 532A (SC1) (Edn. 08/20) – Protection of Personal Data  
(Where Personal Data is not being processed on behalf of the Authority)

**DEFCON 534** DEFCON 534 (Edn. 06/21) - 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 624 (SC1)** DEFCON 624 (SC1) (Edn. 12/16) - Use of Asbestos

**DEFCON 627** (Edn. 12/10) Quality Assurance – Requirement for a Certificate of Conformity

**DEFCON 658 (SC1)** DEFCON 658 (SC1) (Edn. 09/21) - Cyber

**DEFCON 658 - Cyber Risk Profile - Very Low** Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138.

**Payment Terms**

Payment will be processed using the MOD e-payment platform CP&F and Exostar.

**The processes that apply to this Contract are:**

The Vertical Milling Machines require delivering to HMS Sultan. To arrange delivery please contact the following:

HMS Sultan:

Lt Gary Miles

Phone: 02392 542223

Mobile: 07773977855

Email: [Gary.Miles981@mod.gov.uk](mailto:Gary.Miles981@mod.gov.uk)

## **Quality Assurance Conditions**

No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming Products under this Contract.

The following Def Stans apply to this contract:

Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractors Working Parties.

Safety Critical Items shall be subject to independent inspection in accordance with Def Stan. 05-061 Part 9, Issue 5 - Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items.

Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.

CoC shall be provided in accordance with DEFCON 627

The following standards apply to the required products under this contract:

Contractor to demonstrate they have a Quality management system to BS EN ISO 9001:2015 standard

Spindle to be ISO 40 Din 2080

## DEFFORM 111

### DEFFORM 111

#### Appendix - Addresses and Other Information

##### 1. Commercial Officer

Name: Isabella Hickman

Address: Room S104 Flowerdown Hall RAF Cosford

Email: [Air-ComrclCosford@mod.gov.uk](mailto:Air-ComrclCosford@mod.gov.uk) [Isabella.Hickman100@mod.gov.uk](mailto:Isabella.Hickman100@mod.gov.uk)

Phone: 03001589903

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

Name: Lt RN Gary Miles

Address HMS Sultan, Military Road, Gosport, Hampshire PO12 3BY.

Email: [Gary.Miles981@mod.gov.uk](mailto:Gary.Miles981@mod.gov.uk)

Phone: 02392 542223 Mobile: 07773 977855

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

N/A

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

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

Branch/Name: N/A

((N/A

(b) U.I.N. N/A

##### 5. Drawings/Specifications are available from Lt RN Gary Miles

##### 6. Intentionally Blank

##### 7. Quality Assurance Representative: N/A

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [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: See SoR Instructions

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

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

Air Freight Centre

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

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

Surface Freight Centre

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

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

**B.JSCS**

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

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact [DESWATERGUARD-ICS-Support@mod.gov.uk](mailto:DESWATERGUARD-ICS-Support@mod.gov.uk) in the first instance.

**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.

### Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment		Supplier Organization

### Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organization
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

**Statement of Requirement**  
**The Provision of Vertical Milling Machines DSMarE**

**Ref**      **Requirement**

**A**      **General Requirements**

**A.1**      **Scope of Requirement**

A.1.a      Requirement for the purchase and delivery (to HMS SULTAN) of 8 in number Vertical Floor Mounted Milling Machines. Setting equipment to work to be undertaken by contractor.

**A.2**      **Definitions**

A.2.a      In addition to the definitions detailed in the Terms and Conditions of the Contract the following definitions shall also apply. Where the definitions below contrast to those detailed in the Terms and Conditions of the Contract then the definitions within the Terms and Conditions of the Contract shall take precedence.

**Definition**

**Interpretation**

Contractor's Personal  
Use

Any use of MOD furnished property, facilities or equipment intended for the primary benefit of the Contractor or the Contractor's Personnel which is contrary to the MOD's interests is considered personal use.

Contractor's Personnel

Any employees, including sub-contractors or other agents working on behalf of the Contractor, shall be deemed the Contractor's Personnel.

Designated Officer

The Designated Officer is the MOD representative responsible for the Requirement and is as defined at Box 2 of DEFFORM 111 of this Contract.

**A.3**      **Abbreviations and Acronyms**

A.3.a      In addition to the abbreviations and acronyms detailed in the Terms and Conditions of the Contract the following abbreviations and acronyms will be used.

<u>Ref</u>	<u>Requirement</u> <u>Abbreviation or Acronym</u>	<u>Interpretation</u>
	AOC	Air Officer Commanding
	DII	Defence Information Infrastructure
	DII(F)	Defence Information Infrastructure (Future)
	DO	Designated Officer
	MOD	Ministry of Defence
	OC	Officer Commanding
	RAF	Royal Air Force
	SC	Security Check
	MHSWR	Management of Health and Safety at work regulations
	EAWR	Electricity at Work Regulations
	FTO	Future Training Officer
	STOR	Staff Officer Training Resources
	HMS	Her Majesty's Ship

#### **A.4 References**

- A.4.a In addition to the references detailed in the Terms and Conditions of the Contract the following references shall also apply as well as any subsequent revisions and amendments to the references. This list does not absolve the Contractor from conforming to any other relevant publications.

<u>Reference</u>	<u>Version</u>	<u>Source</u>
Data Protection Act 2018	2018 c. 12	<a href="http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted">http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted</a>
Government Security Classifications	1.0	<a href="https://www.gov.uk/government/publications/government-security-classifications">https://www.gov.uk/government/publications/government-security-classifications</a>
Electricity at Work Regulations 1989 - memorandum of Guidance on Regulations (EAWR)	HSR25 3 <sup>rd</sup> Edition	<a href="http://www.legislation.gov.uk/ukpga/1989/12/contents/enacted">The Electricity at Work Regulations 1989 (legislation.gov.uk)</a>

<u>Ref</u>	<u>Requirement</u>		
	Health and Safety at Work etc. Act 1974	c. 37	<a href="#">Health and Safety at Work etc Act 1974</a>
	Provision and Use of Work Equipment Regulations 1998 – Approved Code of Practice and Guidance (PUWER)	L22 4 <sup>th</sup> Edition	<a href="https://www.hse.gov.uk/work-equipment-machinery/puwer.htm">https://www.hse.gov.uk/work-equipment-machinery/puwer.htm</a>
	<u>Reference</u>	<u>Version</u>	<u>Source</u>
	The Control of Substances Hazardous to Health Regulations 2002 (as amended) – Approved Code of Practice and Guidance (COSHH)	L5 6 <sup>th</sup> Edition	<a href="#">The Control of Substances Hazardous to Health Regulations 2002 (legislation.gov.uk)</a>
	Management of Health and Safety at Work Regulations 1999 - Approved Code of Practice and Guidance (MHSWR)	L21 2 <sup>nd</sup> Edition	<a href="#">Management of health and safety at work Management of Health and Safety at Work Regulations 1999 Approved Code of Practice and Guidance L21 (hse.gov.uk)</a>
<b>A.5</b>	<b>Processes and Related Taskings</b>		
A.5.a	N/A		
<b>A.6</b>	<b>Site</b>		
A.6.a	The Site for the delivery of all equipment and services is HMS Sultan. HMS Sultan is located at Military Road, Gosport, Hampshire PO12 3BY.		
<b>A.7</b>	<b>Security</b>		
A.7.a	The successful Supplier will be required to complete a Basic Security Check Standard Application. Until clearance has been achieved Suppliers shall be escorted whilst on the site. The Authority will bear no costs incurred by the Supplier or any employees of the Supplier for BPSS or SC checks.		

<u>Ref</u>	<u>Requirement</u>
A.7.b	All information related to or generated by this Contract is to be treated in the appropriate manner in accordance with Government Security Classifications. The classification of the material to be handled shall not exceed OFFICIAL in nature.
A.7.c	All personal data processed under this Contract is to be treated in accordance with the Data Protection Act 2018.  There are no additional security conditions required.
<b>A.8</b>	<b>Site Access</b>
A.8.a	Contractors will be escorted at all times whilst on site and will require photographic identification for entry, further details will be provided prior to contract award.
<b>A.9</b>	<b>Safety and Environmental Provisions</b>
A.9.a	When on the Site the Contractor is to comply with all MOD Safety, Health and Environmental Protection regulations and policy.
<b>A.10</b>	<b>Hours of Operation and Times of Delivery</b>
A.10.a	All services to the Site shall be delivered between the hours of 08:00 - 16:00 on weekdays with exception of recognised UK Bank Holidays and Public Holidays. Work outside of these hours will only be undertaken following formal approval by the Authority.
A.10.b	The worksite is to be kept clean and tidy at all times. The Authority will escort the Supplier whilst on site.
<b>A.11</b>	<b>Quality Assurance</b>
A.11.a	The following Quality Assurance conditions apply:  AQAP 2131 Edition C Version 1 NATO Quality Assurance Requirements for Final Inspection and Test.  CoC shall be provided in accordance with DEFCON 627  No Deliverable Quality Plan is required reference DEFCON 602B 12/06.

<u>Ref</u>	<u>Requirement</u>
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Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties.

Safety Critical Items shall be subject to independent inspection in accordance with Def Stan. 05-061 Part 9, Issue 5 - Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items.

Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.

Supplier shall adhere to the following publications:

AQAP. 2120 edition 3 (NATO Quality Assurance Requirements for production)

Contractor to demonstrate they have a Quality management system to [BS EN ISO 9001:2015 standard](#)

<b>A.12</b>	<b>Contract Monitoring</b>
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- |        |  |
|--------|--|
| A.12.a | For the purposes of contract monitoring, representatives of the Contractor will routinely report to the Designated Officer on the performance of the Contract.   |
| A.12.b | The Contractor is responsible for the performance of the Contract by any sub-contractors or other agents working on behalf of the Contractor. The Contractor is to deal with any issues relating to any sub-contractors or other agents working on behalf of the Contractor, this however does not exclude sub-contractors or other agents working on behalf of the Contractor from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so. |
| A.12.c | If any sub-contractors or other agents working on behalf of the Contractor are found unsuitable, for whatever reason, the Contractor is to engage with the relevant sub-contractors or other agents to broker a resolution.  |

**B**      **Deliverable Requirements**

<u>Ref</u>	<u>Requirement</u>	<u>Additional Information</u>	<u>Quantity</u>	<u>Standard of Performance</u>
B.1	Floor Mounted Vertical Milling Machines	Working surface to be a min of 1350mm x 300mm  T slot (w * no * p) to be 16 * 430 * 63mm  Spindle speeds 60-3600 in variable steps  Motor to be compatible with 415V/50Hz supply  Motor power to be in excess of 4 HP  Overarm travel to be min of 450mm  Quill travel to be min of 125mm  Quill feeds (mm/rev) 0.04/0.08/0.15/REV  Spindle nose to table distance to be 30-540mm  Spindle centre to column to be 200-700mm  Swivel angle (Right and Left) to be $\pm 45^\circ$  Preferable weight below 7000Kg  Spindle to be ISO 40 Din 2080  2 axis digital readout included	8	OEM 1-year maintenance of equipment and warranty



<u>Ref</u>	<u>Requirement</u>	<u>Additional Information</u>	<u>Quantity</u>	<u>Standard of Performance</u>
B.2	Installation of the Machines provided at B.1	Machines to be set to work upon Delivery	8	