



[REDACTED]
Senior Commercial Officer

Defence Munitions
Defence Equipment & Support,

Tel: [REDACTED]
Email: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Your Reference:

Our Reference: 702645455 – DM/00170

Date: 26/07/2022

Dear Sir/Madam,

Invitation To Tender Reference Number: 702645455 - DM/00170 HAP and OTTO Fuel Analysis for DM Beith

1. You are invited to Tender for DM/00170 - HAP and OTTO Fuel Analysis for DM Beith in competition in accordance with the attached documentation.
2. The anticipated date for the contract award decision is 29-Aug-2022, please note that this is an indicative date and may change.
3. You must submit your Tender no later than 03-Aug-2022 16:00:00 via the Defence Sourcing Portal (DSP).
4. Please confirm receipt of this Tender to [REDACTED] stated in the E-mail address [REDACTED].

Yours faithfully

[REDACTED]
[REDACTED]

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DEFFORM 47R

DEFFORM 47R (SC1A)

Edition 12/16

Invitation To Tender

Standardised Contracting Template 1A - Special Notices and Instructions to Tenderers

1. The contents of this Invitation to Tender (ITT) must not be disclosed to un-authorised persons and must be used only for the purposes of Tendering.
2. In addition to the Notices and Instructions specified elsewhere in the ITT the following shall also apply:

Tenderers should ensure that they read and fully understand this document in addition to the documents referenced in this Invitation to Tender.

SC1A ITT Comp

(Edn 02/22)

Ministry of Defence
Invitation to Tender (ITT)
Less Complex Requirements
(Competitive)

To: [REDACTED] [REDACTED] [REDACTED] [REDACTED]	ITT Reference No: 702645455/DM/00170 ITT Issue Date: 24/06/2022 Due for return by (Due Date): 03/08/2022
	From: Defence Munitions Commercial (MOD Commercial Branch) Address: Defence Munitions, [REDACTED] [REDACTED] MOD Commercial Officer: [REDACTED] [REDACTED] Tel No: [REDACTED] Email: [REDACTED]

This ITT consists of:

1. Invitation to Tender – Less Complex Requirements - Competitive Procurement (this document).
2. Annex A - Offer.
3. Annex B - Tender Evaluation Criteria.
4. Special Notices and Instructions to Tenderers (DEFFORM 47R (SC1A)) (one copy).
5. Purchase Order, including the Schedule of Requirements (two copies).
6. MOD Terms and Conditions for Less Complex Requirements

7. DEFFORM 68 (see Clause 9 of Terms and Conditions)

The Tenderer must return:

1. Completed Annex A to this ITT (one copy).
2. Completed Purchase Order, including the Schedule of Requirement (two copies).
3. Any other relevant documentation for requirement that has been requested e.g. Technical Drawings, Safety Data Sheet, etc.

Notices To Tenderers

1. You are invited to tender, in accordance with the following Conditions, for the supply of Deliverables detailed in the accompanying ITT Material. **The issue of an ITT is not a commitment by the Secretary of State for Defence - 'the Authority' - to place an order as a result of the Tendering exercise or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance thereof, is a matter solely for the commercial judgement of your company. The Authority reserves the right to:**

- a. undertake an iterative Tendering process following receipt of the Tender;
- b. waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority;
- c. seek clarification or documents in respect of a Tenderer's submission;
- d. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- e. disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, the PQQ or the Tender process;
- f. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
- g. choose not to award any Contract as a result of the current procurement process; and / or
- h. make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

Publicity Announcement

2. Tenderers are advised that the MOD may wish to publicise the award of the Contract for the requirement described in the Schedule of Requirements in the attached Purchase Order.

3. Any Tenderer who wishes to make a similar announcement, either coincident with or subsequent to the MOD's announcement, should contact the Authority's Representative (Commercial Officer) named in the Purchase Order. The content of any announcement a successful Tenderer may wish to make must be cleared in writing and in advance by the Authority's Representative (Commercial Officer) named in the Purchase Order who shall liaise with the MOD Security branch responsible for clearance of publicity material for open publication.

4. If the notice inviting Tenders was advertised in Contracts Finder, the MOD will publish the following information on the Contract awarded unless the MOD decides that there are specific and valid reasons for not doing so:

- a. Contractor's Name;
- b. Nature of the Deliverables to be supplied;
- c. Award criteria;
- d. Rationale for Contract award;
- e. Total price of the Contract awarded.

5. Under no circumstances should a successful Tenderer(s) confirm to any third party the fact of their acceptance of an offer of Contract prior to informing the MOD of their acceptance, and / or ahead of the MOD's announcement of the award of Contract.

Codes of Practice

6. The attention of Tenderers is drawn to the agreements that have been reached by the MOD / Industry Commercial Policy Group (CPG) on Codes of Practice. The Codes of Practice are intended to demonstrate a commitment by the MOD and its suppliers to the establishment of better working relationships in the supply chain, based upon openness and trust. The opportunity also exists for Tenderers to advertise any subcontracts valued at over £10,000 in the DSP 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: [REDACTED]
[REDACTED]

Submission of Tender

7. Tenderers must:

- a. Sign and date Part A (but not Part C) ("Effective date") of the Offer and Acceptance box on both copies of the Purchase Order, scan and return them both as PDFs, as part of their Tender. The Terms and Conditions are to be kept by the Tenderer for their records.
- b. Complete the Consignor Box with the name and address of the Consignor where the MOD stipulates that the Deliverables will be transported by the MOD (as defined in the Purchase Order under the Transport Instructions box);
- c. Complete the Schedule to the Purchase Order by populating the Delivery Date column (if stated to do so), the Firm Price (£) Ex VAT sub columns (Per Item and Total inc. packing), finally completing the Total Firm Price at the bottom of the Schedule.
- d. Sign, scan and return one copy of the Tender form, at Annex A to this Invitation to Tender – Less Complex Requirements – Competitive Procurement, as a PDF, as part of their Tender.
- e. Provide any further information requested in this ITT.

8. Your Tender must be submitted electronically via the DSP no later than the date and time stated above. The Authority reserve the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. DVD) are no longer required and will not be accepted by the Authority. You must provide one priced copy of your Tender and one unpriced copy. You should ensure that there are no prices present in your unpriced copy.

9. You must ensure that your completed SC1A ITT Comp Annex A is signed, scanned and uploaded to the DSP, with the SC1A Purchase Order and Schedule of Requirements as a PDF. Your Tender must be compatible with MSWord and other MSOffice applications.

10. Tenderers must ensure they are registered on the DSP in order to submit their Tender response. A supplier registration guide and a supplier user guide is available on the DSP landing page.

11. The DSP is security accredited to OFFICIAL-SENSITIVE. Material that is protectively marked above this classification must not be uploaded. Please contact the Authority's Representative (Commercial Officer) named in the Purchase Order if you have a requirement to submit documents above OFFICIAL-SENSITIVE.

12. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact the Authority's Representative

(Commercial Officer) named in the Purchase Order 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.

13. If you have any difficulty accessing the DSP or if you have any questions with regards to the Tendering exercise itself, please contact the Authority's Representative (Commercial Officer) named in the Purchase Order.

14. Any request for an extension of the period for Tendering must be submitted on the DSP at least four (4) Business Days before the Tender return date. Any extension will be at the sole discretion of the Authority and if granted will be granted to all Tenderers. All correspondence connected with your Tender which requires attention before the Tender return date, or communications stating that no Tender will be submitted, must be submitted on the DSP. **This procedure is designed to preserve equity between Tenderers by ensuring that no premature disclosure of Tender details can take place.**

15. **No useful purpose is served by enquiring about the result of this ITT.** Tenderers will be notified of the Authority's decision as early as possible.

Formation of Contract

16. Once the evaluation process has been completed, the Tenderers will be notified of the outcome of the competition and the name of the successful Tenderer. The Authority's Representative (Commercial) stipulated on the Purchase Order will accept the successful Tender by signing and dating Part B of the Offer and Acceptance box of the Purchase Order and dating Part C to signify the Effective Date i.e. the date of the Contract. The Effective Date shall be no earlier than the date of acceptance of the Tender and shall allow a reasonable time for the acceptance to be communicated to the Contractor. One copy of the completed Purchase Order will then be returned to the Contractor to be attached to their copy of the Terms and Conditions.

Instruction to Tenderers

1. **Small and Medium-sized Enterprises** 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 MOD spending should be spent with SMEs by 2020; this applies to the money which the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an SME.

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

2. **Price** In order to facilitate the comparison of Tenders, the prices quoted for the Deliverables and Packaging must reflect the terms of the Purchase Order and be set out in strict accordance with the requirements of the Schedule to Purchase Order.

3. **Orders for Parts of the Tender** The Authority reserves the right, **unless the Tenderer expressly states that parts of the Tender may not be accepted separately in their Tender**, to order some or all of the Deliverables stated in the Schedule to the Purchase Order.

4. **Alternative Conditions** The Tenderer shall comply with the Notices and Instructions set out in this ITT and submit a Tender compliant with the MOD Terms and Conditions for Less Complex Requirements. Any offer made subject to additional or alternative contractual conditions will not be considered and will be rejected on the grounds of those conditions alone.

5. **Tender Evaluation** The Tender evaluation shall be carried out in accordance with the Evaluation Criteria stated in the ITT Tender documentation. **The Authority can only evaluate those things stated in your Tender.**

6. **Alteration to Purchase Order** Any alteration to the Purchase Order suggested by the Tenderer e.g. an alternative Delivery offer, should be effected by striking through the original entry and inserting the alternative adjacent to it. The Tenderer's attention is, however, drawn to paragraphs 3 to 5 above.

7. **Completion of Tender**

- a. In the event of a Deliverable appearing more than once in the attached Schedule of Requirements, whether separately or as part of an assembly, the Tenderer is requested to quote on the basis of the total quantity for that Deliverable.
- b. The Tenderer should ensure that their Tender is clear and in a form which will allow the Authority to take copies for evaluation purposes.

8. **Tenders for Selected Deliverables** Tenders need not necessarily be for all the Deliverables listed in the Schedule to the Purchase Order. The words "No Tender" should be inserted in the price column against items for which no offer is made.

9. **Bid costs** The Tenderer will bear all costs associated with preparing and submitting their Tender. If the Tender process is terminated or amended by the Authority, the Tenderer will not be reimbursed.

10. **ITT Material**

- a. ITT Material means information (including for example, drawings, handbooks, manuals, instructions, specifications and notes of pre-Tender clarification meetings, in whatever form or medium, patterns and samples) issued to you by the Authority or on its behalf, or to which you have been given access, for the purposes of responding to this ITT. ITT Material remains the property of the Authority or other owners and is released solely for the purpose of Tendering. The Tenderer shall notify the Authority's Representative (Commercial Officer) without delay if any additional ITT Material is required for the purpose of Tendering. The Tenderer shall be responsible for the safe custody and due return of ITT Material and shall be responsible for all loss or damage sustained while in their care, and until re-delivered to the Authority.
- b. **Destruction of ITT Material** You must 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.
- c. **Intellectual Property Rights in ITT Material** The Intellectual Property Rights in ITT Material may belong to the Authority or a third party. The ITT Material may only be used for the purpose of responding to this ITT and shall not be copied or disclosed to anyone other than employees of the Tenderer involved in the preparation of the Tender, without the prior written approval of the Authority. If the Tenderer discloses

the ITT Material other than to employees involved in the Tender preparation or uses the ITT Material other than for the purpose of Tendering, the Authority, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.

d. **Confidentiality Agreements** Some or all of the ITT Material issued in connection with this ITT may already be the subject of Confidentiality Agreements. The provisions of such agreements are in addition to, and not in substitution for, any obligations arising from receipt of or access to ITT Material under the terms of this ITT, and the provisions of sub-paragraphs 10.a - c above.

11. **Samples**

a. Where it is indicated in Annex B that samples may be required for evaluation, the Tenderer must be prepared to submit them without charge. Samples should be clearly labelled with the following particulars:

- (1) The Tenderer's name and address.
- (2) The ITT Reference Number and Tender return date.
- (3) Description and Item Number as shown in the Schedule to the Purchase Order.

b. The Authority shall retain all samples for twelve (12) months. After this period the Authority shall destroy the samples unless you specifically state you require their return. The sample of any subsequent contracts shall be kept indefinitely.

12. **Notification of Inventions etc.**

a. The Tenderer acknowledges that their prices shall include the use of any intellectual property rights which they own or control to the extent that their use is required for the performance of any resultant Contract. The Tenderer also acknowledges that their prices include subsequent use by the Authority of anything delivered under the Contract.

b. In their Tender the Tenderer shall notify the Authority of:

- (1) any invention or design the subject of patent or registered design rights (or application therefore) of which the Tenderer is aware, and;
- (2) any other restriction (including any export requirement or restriction) as to disclosure or use or obligation to make payments in respect of intellectual property (including technical information) to which the Tenderer is subject, and;
- (3) any allegation of infringement of intellectual property rights made against the Tenderer;

which pertains to or appears to be relevant to the performance of any resultant Contract or to subsequent use by the Authority of anything required to be done or delivered under any resultant Contract.

c. The Tenderer shall, at the request of the Authority, give the Authority particulars of every restriction and obligation referred to in sub-paragraph 12.b.(2). above.

d. If the information required under this Paragraph 12 has been provided previously, the Tenderer may satisfy these requirements by giving details of the previous notification.

13. **Ozone Depleting Substances** The Tenderer must state whether 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.

14. **Hazardous Deliverables and Substances** It is a condition of this ITT that where the ITT calls for, or the Tenderer proposes, the use of Hazardous Deliverables or substances, the Tenderer shall provide with their Tender a completed Safety Data Sheet in accordance with Clause 9 of the Terms and Conditions. Failure to comply fully with this condition may result in the Tender being deemed non-compliant thus rendering it ineligible for further consideration by the Authority.

15. **Elimination Of Asbestos** It is a condition of this ITT that the Deliverables shall not incorporate asbestos of any kind. The Tenderer will confirm this by signing and returning the Tender form at Annex A to this ITT as part of their Tender.

16. **Transparency, Freedom of Information and Environmental Information Regulations**

a. Tenderers should be aware that, if they are awarded the Contract, the content of the Contract may be published by the MOD to the general public in line with government policy set out in the Government's [Transparency Principles](#).

b. Before publishing the Contract, the MOD will redact any information which would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

c. The FOIA and the EIR provide a more general statutory right of access to information held by or on behalf of public authorities, including information provided by third parties such as suppliers. This right of access is subject to a number of exemptions, including confidential information and commercially sensitive information. Further details of MOD policy on FOIA and EIR can be found on Knowledge in Defence (KiD) (<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm> click on "Commercial Toolkit" then "MOD Commercial Management" then "Freedom of Information").

d. In order to assist the MOD in applying the exemptions in the FOIA and the EIR, Tenderers should complete the appropriate Tenderer's Sensitive Information box in the Purchase Order, explaining which parts of their Tender they consider to be sensitive or confidential. Tenderers are also requested to include in the box the details of a named individual who may be contacted with regard to this information.

e. Tenderers should note that, while their views will be taken into consideration, the ultimate decision whether to publish or disclose information provided to the MOD lies with the MOD. Tenderers are advised to give as much detail as possible on the form. It is highly unlikely that a Contract will be exempt from disclosure in its entirety. Should the MOD decide to publish or disclose information against the wishes of a Tenderer, the Tenderer will be given prior notification.

17. **Consultation with Credit Reference Agencies** The Authority may consult credit reference agencies to assess the creditworthiness of a Tenderer. Information on creditworthiness may be used by the MOD to support and influence decisions to enter into business with a Tenderer.

18. **Conflicts of Interest**

a. MOD policy states that it is sometimes in the MOD's wider business interests to allow suppliers to operate on both the client and supply side. Conflicts of Interest (Col) can occur outside of direct commercial relationships between the MOD and its suppliers and therefore all personnel involved in acquisition (both Authority and Tenderer) should be familiar with the Conflicts of Interest Commercial Policy Statement (CPS).

b. Accordingly, Tenderers shall notify immediately the Authority of any current or potential Col relating to the requirement and shall give particulars of every instance.

c. Where the Authority permits the Tenderer or any entity within the Tenderer's potential supply chain or any entity providing advisory services to the Tenderer or its potential supply chain to work on both the client and supply side, the Contractor shall, as a legally binding agreement or Condition of Contract, be required to:

(1) Adopt a formally agreed, legally binding, Compliance Regime (CR) between the Authority and the Contractor. This shall include but not be limited to:

- (a) Manner of operation and management;
- (b) Roles and responsibilities;
- (c) Standards for integrity and fair dealing;
- (d) Levels of access to and protection of competitors sensitive information and Government Furnished Information;
- (e) Confidentiality/Non-Disclosure Agreements (NDA's) (e.g. DEFFORM 702);
- (f) The Authority rights of audit;
- (g) Physical and Managerial separation.

(2) Identify potential or actual Conflicts of Interest;

(3) Investigate breaches.

19. **Canvassing** Any Tenderer who directly or indirectly seeks to persuade any officer, member, employee, or agent of the MOD concerning this procurement except by responding to this ITT or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent of the MOD concerning any other Tenderer, Tender or proposed Tender concerning this procurement before the end of the selection process will be disqualified from consideration for this procurement.

20. **Collusive Behaviour** The Tenderer's attention is drawn to the requirements of the Competition Act 1998, Part 1. Any Tenderer found to have been part of a 'Concerted Practice' or 'Agreement', the purpose of which was to prevent, restrict or distort competition, shall be disqualified from consideration from this procurement. Disqualification will be without prejudice to any to any civil remedy available to the Authority or criminal liability which the conduct of the Tenderer may attract.

21. **Bribery** Any Tenderer who offers to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done, any act or omission concerning this

Tender shall be disqualified. Disqualification will be without prejudice to any to any civil remedy available to the Authority or criminal liability which the conduct of the Tenderer may attract.

22. Authority Remedies for Breach of Contract Tenderers should be aware of the contractual remedies set out at Clause 17 of the Terms and Conditions of the Contract which may apply in the event of a breach of contract by the Contractor. Damages for breach of contract are not limited under the Contract. However, Tenderers should also note under Clause 17 that in exercising its rights and remedies under the Contract the Authority must act in a reasonable and proportionate manner having regard to the nature and consequences of the breach of contract. If Tenderers are unsure about the potential liability under the Contract, they should seek advice as appropriate.

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

For these purposes, the Authority may share within Government any of the Contractor's documentation / information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. The information will not be disclosed outside Government. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A and consent to these terms as part of the competition process.

24. Cyber Essentials Accreditation For all new requirements advertised from 1st January 2016 which entail the transfer of MOD identifiable information from customer to supplier or the generation of information by a supplier specifically in support of the MOD contract, MOD will require suppliers to have a Cyber Essentials certificate by the contract start date at the latest, and for it to be renewed annually. This requirement must be flowed down the supply chain.

In this context 'information' means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Contract, including information provided in the Tender or negotiations which preceded the award of the Contract.

Please notify the Authority as soon as you become aware of any issues with Supply Chain ability to comply with Cyber Essentials.

**THE TENDERER MUST SIGN AND RETURN ONE COPY OF SC1A ITT Comp (Annex A)
WITH THEIR TENDER**

Annex A - Tender**SC1A ITT Ref No: 702645455 – DM/00170****Ministry of Defence****TENDER****To the Secretary of State for Defence (hereinafter called "the Authority")**

The undersigned Tenderer having read the Invitation to Tender – Less Complex Requirements – Competitive Procurement and accompanying Conditions of Contract, offers to supply the Deliverables (to the extent which the Authority may determine in ordering the Deliverables) at the price or prices and at the time or times stated and in accordance with any drawings and / or specifications stated in the Purchase Order and subject the above mentioned MOD Terms and Conditions..

The following additional information is provided:

Notification of Inventions	
Please state below details invention or design, other restriction and any allegation of infringement specified in Paragraph 12.b and 12.d (continue on a separate sheet if necessary).	
Ozone Depleting Substances	
Please state below details of the use of substances specified in Paragraph 13, or state "NIL RETURN" (continue on a separate sheet if necessary).	
Asbestos	
By signing this Offer, the Contractor confirms that the Deliverables do not incorporate asbestos as specified in Paragraph 15	
Premises where Contract will be performed (if applicable)	
The Deliverables, or any part of them supplied under this Contract resulting from this Tender will be manufactured and or bought in from premises detailed below:	
Value of Tender (excluding VAT)	
Total cost of Deliverables, including packaging, required computed at the Tenderer's quoted price	£
Total value of Tender (to be repeated below in WORDS)	£
(WORDS:)	

Value Added Tax	
If registered for Value Added Tax purposes, please insert	
a.	Registration No
b.	Total amount of Value Added Tax payable on this Tender (at current rate(s)) £
Transparency	
Should the Tenderer be awarded a Contract resulting from this Tender, it understands that the Authority may publish the content of the Contract to the general public. The Sensitive Information which forms part of the Purchase Order is completed to assist the Authority in applying the appropriate exemptions in the FOIA and the EIR.	
<p>1. We certify that the offer made in connection with the above Tender is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any third party. Arrangement in this context includes any transaction or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ul style="list-style-type: none"> a. the offered price has not been divulged to any third party person, 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. <p>2. We understand that any instances of illegal cartels, market sharing arrangements or other anti-competitive practices, suspected by the Ministry of Defence 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.</p> <p>3. We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>4. 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 Information in DEFFORM 539A.</p>	
Dated this day of Year	
Signature: In the capacity of (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: Telex No: Fax No: Email:

Annex B – Tender Evaluation Criteria**SC1A ITT Ref No: 702645455 – DM/00170****Ministry of Defence****Tender Evaluation Criteria**

B1. This section details the Authority's Tender evaluation strategy, how your Tender will be evaluated and the Evaluation Criteria.

Note 1: Tenders received will be evaluated against the Qualification, Technical and Commercial evaluation criteria detailed below, receiving a **Fail** in the Qualification or Technical area will deem your Tender response to be non-compliant, no further evaluation of your Tender response will take place and you will not be taken forward to Contract Award.

B2. The Tender evaluation strategy applicable to this Tender consists of 3 elements. These are:

- a) Qualification
- b) Technical
- c) Commercial

Qualification and Technical Evaluation Criteria

B3. Under the evaluation methodology, elements of your Tender response shall be initially evaluated against a set of mandatory criteria whereby a simple pass/fail shall apply. The following Technical questions form part of the initial mandatory criteria assessment activity.

Table 1 Mandatory Criteria - Pass/Fail Criterion

Mandatory Criteria	
Completed Statement of Good Standing	Pass/Fail
Complete all declarations within Annex A to the DEFFORM 47R, sign, date and return	Pass/Fail
Confirmation of unqualified acceptance of all Terms and Conditions (Annex A to ITT)	Pass/Fail
Signed Purchase Order X2 (To be uploaded as a general attachment)	Pass/Fail
Complete and return DEFFORM 539A Tenderer Commercially Sensitive Information Form	Pass/Fail
Complete and return Supplier Assurance Questionnaire (Supplier Cyber Protection Reference RAR: 176197517)	Pass/Fail
Confirmation of full ability to deliver requirement as detailed within the Schedule of Requirement/Statement of Work including the appendices, with no exceptions or deviations.	Pass/Fail
Provide Understanding & Methodology document	Pass/Fail

Provide Skills, Experience and Capacity document	Pass/Fail
DEFFORM 711 (To be uploaded as a general attachment. If this document is not applicable, please still upload, but state within the document: NOT APPLICABLE)	Pass/Fail

Note 2: In the event that a Tenderer fails to either to provide a response or does not meet the requirements of any of the mandatory criteria, the Authority shall deem your Tender response non-compliant and your Tender shall be rejected.

B4. Where a Tenderer passes the mandatory criteria assessment, the Tenderer shall be subject to a price evaluation in order to determine which Tenderer provides the best overall Commercial response and therefore qualify for Contract Award. The Best Commercial response approach is based upon a lowest price preferred.

Firm Price Evaluation Criteria

B5. The Tenderer is to upload a completed Schedule of Requirement as a general attachment, detailing all pricing as requested along with completing the Commercial response within the DSP.

B6. The Tender with the lowest total price within their Commercial response will be the winning Tenderer

Note 3: In the event that a Tenderer fails to submit a firm price the Authority shall deem your Tender response non-compliant, and your Tender shall be rejected.

Contract Award Criteria

B7. A Contract shall be awarded to the Tenderer that achieves the lowest total firm price for their Tender and achieves a Pass for all the Pass / Fail Criteria.

B8. Given at this stage the Authorities requirement isn't defined in terms of sample sizes and quantities, an exact Firm Price can't be calculated. Therefore, a Firm Price will be calculated using the following method. Using the pricing submitted in the completed Schedule of Requirement, the Authority will calculate qty 1 of each number of samples for each year for both HAP and OTTO to calculate a firm price.

B9. For example, using the table below, we would calculate a firm price to be £47.00.

Samples	YEAR 1	YEAR 2	YEAR 3
1	£5.00	£7.00	£10.00
2	£6.00	£8.00	£11.00

Table 1

B10. Negotiations do not apply to this Tender process.



DEFENCE MUNITIONS

HAP AND OTTO FUEL ANALYSIS AT DEFENCE MUNITIONS BEITH DM/00170

Terms and Conditions

Version: 1.0

Date: 21-April-2022

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(Edn 02/22)

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, associated purchase order, 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 purchase order. 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 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 to the purchase order;

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

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

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

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;

Issued Property means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

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;

Sensitive Information means the information listed as such in the purchase order, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in

accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

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 purchase order or the 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 purchase order; and
- (3) the documents expressly referred to in the purchase order.

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 or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

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. The purchase order, these terms and conditions 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

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

5 Transparency

a. Notwithstanding any other condition of this Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.

b. Subject to clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.

c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:

- (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR, for the avoidance of doubt, including Sensitive Information;
- (2) taking into account the Sensitive Information set out in the purchase order, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or EIR; and
- (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

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 purchase order;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, 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 the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

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

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.
- 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 purchase order.
- 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 Data for 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 Schedule to the purchase order:
 - (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 purchase order (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 purchase order:
 - (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 purchase order 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 within a reasonable time 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 the purchase order. 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 shown in the Contract.
- 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 purchase order 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 purchase order 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.

20 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

DEFCON 531 (SC1)

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

DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment

DEFCON 537 (Edn. 12/21) - Rights of Third Parties

DEFCON 538 (Edn. 06/02) – Severability

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

Intellectual Property Rights:

DEFCON 705 (Edn. 06/21) - Intellectual Property Rights - Research and Technology

Special Indemnity Conditions:

DEFCON 130 (SC1) (Edn. 11/21) - Packaging for Explosives

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

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

DEFCON 620 (SC1) (Edn. 08/21) - Contract Change Control Procedure

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

DEFCON 660 (Edn. 12/15) - Official-Sensitive Security Requirements

DEFCON 656A (Edn. 08/16) - Termination for Convenience (Contracts Under £5M)

DEFCON 090 (Edn. 06/21) - Copyright

DEFCON 707 (Edn. 04/22) - Rights in Technical Data

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

21 The special conditions that apply to this Contract are:

22 The processes that apply to this Contract are:

23. Annexes to the contract are:

Annex A to the Terms and Conditions – Statement of Work

Appendix 1 to Annex A – DEFFORM 300AC

Appendix 2 to Annex A – Standard for the Revalidation of 82% Aqueous Hydroxylammonium Perchlorate

Appendix 3 to Annex A – Standard for the Validation of Otto Fuel II

Appendix 4 to Annex A - Analytical Report for HAP

Appendix 5 to Annex A - Analytical Report for OTTO Fuel II

Annex B – SAL

Annex C – Statement Relating to Good Standing

General Conditions

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

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

Ministry of Defence

DEFFORM 711 – Notification of Intellectual Property Rights (Ipr) Restrictions

DEFFORM 711 - PART A – Notification of IPR Restrictions

1, ITT/Contract Number				
2. ID#	3. Unique Technical Data Reference Number / Label	4. Unique Article(s) Identification Number / Label	5. Statement Describing IPR Restriction	6. Ownership of the Intellectual Property Rights
1				
2				
3				
4				
5				

6				
7				
8				
9				
10				

Please continue on additional sheets where necessary

DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure

Completion Notes**Part A**

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

- a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, 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 the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;
- c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;
- d) action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1	Enter the associated ITT(ITT) or Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.
Block 4	Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil entry.

	NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.
Block 5	This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.
Block 6	Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.

Part B

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked “NIL RETURN”.

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

- a) (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from Her Majesty's Government (HMG).
- b) (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.
- c) (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.
- d) (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

- e) (FEX) Foreign Export Controlled

Notes:

1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority's Senior Commercial Officer, and by following the amendment process set out in the Contract.
2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.
3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.
4. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

Example PBS

The DEFFORM 711 on the Commercial Toolkit

http://aof.uwh.dii.f.r.mil.uk/aofcontent/tactical/toolkit/downloads/defforms/word/711_0422.doc contains a theoretical pictorial example but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.

Schedule 1 - Additional Definitions of Contract

NOT APPLICABLE

OFFICIAL-SENSITIVE COMMERCIAL

Purchase Order

Contract No: DM/00170

Contract Name: HAP and OTTO Fuel Analysis for DM Beith

Dated:

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to the applicable procurement threshold).

Contractor	Quality Assurance Requirement (Clause 8)
Name:	NOT APPLICABLE
Registered Address:	

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
<p>Name:</p> <p>Address:</p>	<p>Select method of transport of Deliverables</p> <p>To be Delivered by the Contractor <input type="checkbox"/></p> <p>[Special Instructions]</p> <p>To be Collected by the Authority <input type="checkbox"/></p> <p>[Special Instructions]</p> <p>Each consignment of the Deliverables shall be accompanied by a delivery note.</p>

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
The Contractor shall be required to attend the following meetings:	The Contractor is required to submit the following Reports:

Subject: NOT APPLICABLE	Subject: NOT APPLICABLE
Frequency: NOT APPLICABLE	Frequency: NOT APPLICABLE
Location: NOT APPLICABLE	Method of Delivery: NOT APPLICABLE
	Delivery Address: NOT APPLICABLE

Payment (Clause 14)

Payment is to be enabled by CP&F. Purchase Order numbers to be provided.

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.aof.mod.uk/aofcontent/tactical/toolkit</p> <p>(Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/</p> <p>(Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. [REDACTED]</p> <p>by the following date: 03/08/2022</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

<p>(Tel. [REDACTED])</p> <p>Applications via email:</p> <p>[REDACTED]</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>[REDACTED]</p> <p>[REDACTED]</p>
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OFFICIAL-SENSITIVE COMMERCIAL

Contractor Sensitive Information (Clause 5). Not to be published.

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Description of Contractor's Sensitive Information:

Cross reference 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:

E-mail Address:

OFFICIAL-SENSITIVE COMMERCIAL

Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of the Contractor</p> <p>Authorised Signatory</p> <p>Date:</p>	<p>B) Acceptance</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of the Authority</p> <p>Authorised Signatory</p> <p>Date:</p>
<p>C) Effective Date of Contract:</p>	

Schedule of Requirements for the Supply of Hap and Otto Fuel Analysis for DM Beith

Deliverables										
Description: Testing of Hydroxyl Ammonium Perchlorate (HAP) Fuel as stated in Annex A, Statement of Work								FIRM PRICE EACH (i.e. NOT Subject to Variation in any respect)		
Item Number	Number of samples for analysis	Part No. (where applicable)	Specification (Analysis results availability within)	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date (N/A)	Total Qty (N/A)	PRICE PER ITEM (£) Ex VAT		
								Year 1 Contract Award to 31/03/2024	Year 2 01/04/2024 to 31/03/2025	Year 3 01/04/2025 to 30/06/2026
1	1		20 Working Days from Date of Notification							
	2		20 Working Days from Date of Notification							
	3		20 Working Days from Date of Notification							
	4		20 Working Days from Date of Notification							
	5 or more		20 Working Days from Date of Notification							
								Total Firm Price		

Deliverables										
Description: Testing of OTTO Fuel II as stated in Annex A, Statement of Work								FIRM PRICE EACH (i.e. NOT Subject to Variation in any respect)		
Item Number	Number of samples for analysis	Part No. (where applicable)	Specification (Analysis results availability within)	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date (N/A)	Total Qty (N/A)	PRICE PER ITEM (£) Ex VAT		
								Year 1	Year 2	Year 3
2	1		20 Working Days from Date of Notification					Contract Award to 31/03/2024	01/04/2024 to 31/03/2025	01/04/2025 to 30/06/2026
	2		20 Working Days from Date of Notification							
	3		20 Working Days from Date of Notification							
	4		20 Working Days from Date of Notification							
	5 or more		20 Working Days from Date of Notification							
								Total Firm Price		

Deliverables

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.

Deliverables will be requested on a tasking basis and are to be delivered in accordance with the Schedule of Requirement and Statement of Work.



DEFENCE MUNITIONS

HAP AND OTTO FUEL ANALYSIS AT DEFENCE MUNITIONS BEITH

Annex A to Terms and Conditions DM/00170 Statement of Work (SOW)

Version: 1.0

Date: 21-April-2022

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DOCUMENT ISSUE

STATUS:

<u>Issue Number:</u>	<u>Date of Issue:</u>
FINAL V1.0	21 st April 2022

RECORD OF AMENDMENTS:

<u>Number</u>	<u>Date</u>	<u>Reason for Change</u>	<u>Amended by</u>
V1.0	21/04/2022	N/A	N/A

1. INTRODUCTION

- 1.1. Defence Munitions (hereafter referred to as 'the Authority') requires routine analysis of sample(s) of Hydroxyl Ammonium Perchlorate (HAP) and OTTO Fuel II fuels used at Defence Munitions (DM) Beith.

2. SAMPLING

- 2.1. The Contractor shall undertake fuel sampling analysis on an ad-hoc basis following the receipt of a completed DEFFORM 300AC (Appendix 1 to Annex A) from the Authority.
- 2.2. Fuel samples will be packaged by DM Beith staff and are to be collected by the Contractor within 72 hours of receiving the DEFFORM 300AC. The Contractor shall contact the Authority via telephone to confirm the collection details, a minimum of 24 hours' notice must be given.
- 2.3. On arrival at site, the Contractor will be met at the site gates by members of the Authority who will supply the Contractor with the relevant samples.
 - 2.3.1. Upon taking possession of the fuel samples, the responsibility for their care and condition transfers from the Authority to the Contractor.
- 2.4. To enable the sampling to occur when required the Contractor shall provide:
 - 2.4.1. Empty acid cleaned bottles / containers to support HAP sampling. These bottles / containers must be made from translucent Heavy Duty Polyethylene. They must be rigid and leak proof and have a non-stick natural polypropylene screw cap. The recommended size of the bottles / containers is to be 250ml.
 - 2.4.2. Empty non-acid cleaned bottles / containers to support OTTO Fuel II sampling. These bottles / containers must be made from translucent Heavy Duty Polyethylene. They must be rigid and leak proof and have a non-stick natural polypropylene screw cap. The recommended size of the bottles / containers is to be 250 cm³.
 - 2.4.3. Suitable secondary containment to be provided for any subsequent storage and transport period. The packaging shall be labelled in accordance with the requirements of the appropriate transport legislation.
 - 2.4.4. Safe and secure private transportation must be provided for the collection of samples from DM Beith.
 - 2.4.4.1. HAP & OTTO samples must be transported in separate vehicles.
- 2.5. Fuel sample analysis is to be conducted against Hydroxyl Ammonium Perchlorate (HAP) to Specification 1SP4, SF0003 Issue 2 (Appendix 2 to Annex A)
- 2.6. Fuel sample analysis is to be conducted against OTTO Fuel II to Specification 1SP4, SF0004 Issue 4 (Appendix 3 to Annex A).

3. REPORTING

- 3.1. Following the fuel analysis the Contractor shall provide a report using the template provided (Appendix 4 to Annex A). The report shall detail the results detailed below. The report must be submitted as a word document to the Authority's Project Manager at DM

Beith specified in
within twenty (20) working days of initial notification.

DEFFORM 111 via email

3.1.1. Report detailing the analysis of Hydroxyl Ammonium Perchlorate (HAP) to Specification 1SP4 SF0003 Issue 2 must include the following results:

- Chemical and Physical analysis of Assy (%)
- Density (gcm³)
- Phosphate (ppm)
- pH
- Sulphate ug-g-1
- Insoluble Matters (%)
- Colour Hazen Units
- Trace Metal determination of: Al, Ca, Co, Cr, Fe, Mg, Mo, Na, Ni

3.1.2. Both analysis detection and specification range should be detailed against each sample taken.

3.1.3. Report detailing the analysis OTTO Fuel II to specification 1SP4, SF0004 Issue 4 must include the following results:

- PGDN
- 2-NDPA
- Water
- Sodium
- DBS

3.1.4. Both analysis detection and specification range should be detailed against each sample taken.

3.2. Once a satisfactory report has been received, the Authority will confirm it's acceptance to the Contractor via email. The Authority shall provide a sample reference, confirm receipt and also provide a CP&F Purchase Order number.

4. DISPOSAL

4.1. The disposal of OTTO II fuel, HAP fuel and all contaminated material must be done in accordance with regulations made under the Control of Pollution Act 1974 and the Environmental Protection Act 1990.

4.1.1. OTTO II fuel and HAP fuel is to be destroyed by incineration under controlled conditions by an authorised waste disposal Contractor.

4.1.2. Solid waste (sometimes called "dry waste") is an accumulation of paper tissues and rags which have been used to soak up spilled fuel or to clean quick disconnect connectors. These are also to be disposed of by incineration through an approved Contractor.

4.1.3. It is mandatory to contain all contaminated solid waste in large plastic bags. The contents are to be soaked with two litres of fresh water as an additional precaution. The bag is then sealed and placed within a second bag, which is in turn sealed and placed inside a polythene-lined 45 gallon steel, loose lidded drum and the drum lid replaced and secured.

Contract No: Date: Order No: RAC: UIN: Demanding Authority:	MINISTRY OF DEFENCE Order for supply of materiel off running or demand order contract	CNAC: 0 To:	DEFFORM 300AC (Edn 10/09)
	Consignee:		Page No 1 Copy No 1 (Contractor's copy)

NOTICE TO CONTRACTOR: Copy No 1 of this Order authorizes you to supply the Materiel scheduled below in accordance with the Terms and Conditions of the above mentioned Contract. Please sign, date and return Copy No 2 to the Demanding Authority as acknowledgement of the requirements stated therein. Contract and Order Numbers should be quoted in any correspondence. Procurement Reference Code (the first character printed in column (b) against each item) and codes for columns (c), (d) and Consignee Codes in column (e) are noted in DEFFORM 96.

Name:	Signature:	Branch:	Date:	Tel No:	Ext:
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	(a)	(b)	(c)	(d)	(e)	(f)	
Contract Item No	MOD Stock Reference	Description and full Reference No	Pack-aging	D of Q	Delivery	Total Qty	

Acknowledgement		Signature:	Date:	Tel No:
				Ext:

Contract No: Date: Order No: RAC: UIN: Demanding Authority:	MINISTRY OF DEFENCE Order for supply of materiel off running or demand order contract	CNAC: 0 To:	DEFFORM 300AC (Edn 10/09)
	Consignee:		Page No 1 Copy No 2 (Acknowledgement copy)

NOTICE TO CONTRACTOR: Copy No 1 of this Order authorizes you to supply the Materiel scheduled below in accordance with the Terms and Conditions of the above mentioned Contract. Please sign, date and return Copy No 2 to the Demanding Authority as acknowledgement of the requirements stated therein. Contract and Order Numbers should be quoted in any correspondence. Procurement Reference Code (the first character printed in column (b) against each item) and codes for columns (c), (d) and Consignee Codes in column (e) are noted in DEFFORM 96.

Name:	Signature:	Branch:	Date:	Tel No:	Ext:
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	(a)	(b)	(c)	(d)	(e)	(f)	
Contract Item No	MOD Stock Reference	Description and full Reference No	Pack-aging	D of Q	Delivery	Total Qty	

Acknowledgement	Name:	Signature:	Date:	Tel No:
				Ext:

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Project

Standard for the Revalidation of 82% Aqueous Hydroxylammonium Perchlorate (82% HAP)

December 2016, Issue 2

Document No: 1SP4 SF 0003

[REDACTED – DOCUMENT REDACTED DUE TO CLASSIFICATION]





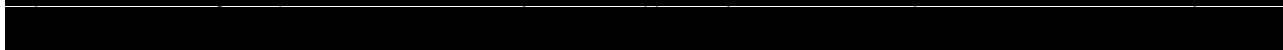













Project

Standard for the Validation of Otto Fuel II

December 2016, Issue 4

Document No: 1SP4 SF 0004

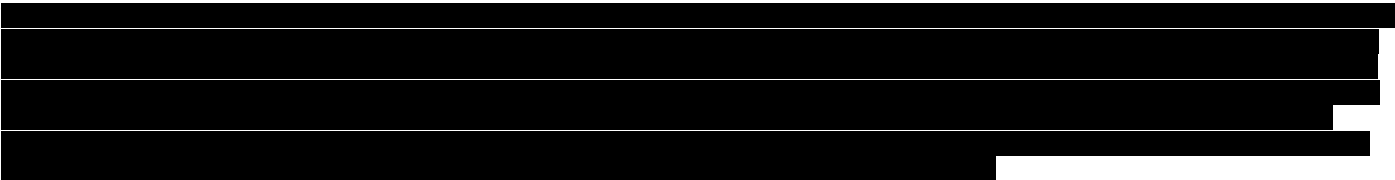
[REDACTED – DOCUMENT REDACTED DUE TO CLASSIFICATION]















ANALYTICAL REPORT FOR DEFENCE MUNITIONS BEITH

HAP

Date: XX-XXX-XXXX

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1. Introduction

- Number of Samples Collected:
- Were samples tested in accordance with specification 1SP4 SF 0003?
YES/NO
- Collection Date:
- Task/Reference Number:
- The full details of the samples are shown in Table 1.

Sample Number	Fuel Section Number	Adaptor	WPN Number	BLD	Date

Table 1

2. Initial Visual Analysis

Sample Number	Date	Findings/Comments

Table 2

3. Chemical Analysis

- Overview:

Sample Number	Fuel Section Number	Assay (%)	Density (gcm-3)	Phosphate (ppm)	pH	Insoluble matter (%)	Sulphate (ppm)	Colour (Hazen Units)

Table 3

4. Trace Metal Determination

Sample Number	Fuel Section Number	Fe (µg/g)	Cu (µg/g)	Ni (µg/g)	Cr (µg/g)	Co (µg/g)	Mo (µg/g)	Ti (µg/g)	Mn (µg/g)	Al (µg/g)	Na (µg/g)	Ca (µg/g)	Mg (µg/g)

Table 4

5. Sampling Analysis Conclusion

- The HAP samples fully comply with the revalidation specification 1SP4 SF 0004.
- This report has been provided by [Insert Contractors details] and upon issue if the property of her Britannic Majesty's Government.

SIGNATURE:	
NAME:	
POSITION:	
DATE:	

Table 5



ANALYTICAL REPORT FOR DEFENCE MUNITIONS

OTTO FUEL II

Date: XX-XXX-XXXX

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1. Introduction

- a. Number of Samples Collected:
- b. Were samples tested in accordance with specification 1SP4 SF 0003?
YES/NO
- c. Collection Date:
- d. Task/Reference Number:
- e. The full details of the samples are shown in Table 1.

Sample Number	Fuel Section Number	Adaptor	WPN Number	BLD	Date

Table 1

2. Initial Visual Analysis

Sample Number	Date	Findings/Comments

Table 2

3. Chemical Analysis

- a. Overview:

Sample Number	Fuel Section Number	PGDN (%)	DBS (%)	2-NDPA (%)	Water (%)	Sodium (ppm)

Table 3

4. Sampling Analysis Conclusion

- a. The Otto samples fully comply with the revalidation specification 1SP4 SF 0004.
- b. This report has been provided by [Insert Contractors details] and upon issue if the property of her Britannic Majesty's Government.

SIGNATURE:	
NAME:	
POSITION:	
DATE:	

Table 4