

**Redacted information: ITT 700002018 Apache: Annual Servicing,
Calibration and Repair of Environmental Control System (ECS)
Servicing Carts**

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Ministry
of Defence

Lightfoot Defence Limited
Unit D2 Premier Business Centre
Newgate Lane
Fareham
Hants
PO14 1TY

Your Reference: TBC

Our Reference: 700002018

FAO [REDACTED]

Date: 07/06/2019

Dear Sir,

Invitation To: Negotiate Reference Number: 700002018 – Apache: Annual Servicing, Calibration and Repair of Environmental Control System (ECS) Servicing Carts

1. You are invited to tender for Annual Servicing, Calibration and Repair of ECS Servicing Carts in accordance with the attached documentation.
2. The anticipated date for the contract award decision is 12-July-2019, please note that this is an indicative date and may change.
3. You must submit your Tender no later than 28-June-2019 17:00:00. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.
4. Please confirm receipt of this tender to [REDACTED] stated in the E-mail address [REDACTED]

Yours faithfully

Invited Suppliers

| Supplier Name | Supplier Address | Contact Name | Contact Email |
|------------------------------|---|--------------|---------------|
| LIGHTFOOT DEFENCE LIMITED | UNIT D2 PREMIER BUSINESS CENTRE FAREHAM GB PO14 1TY | [REDACTED] | [REDACTED] |

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Terms and Conditions

DEFFORM 47ST

This invitation consists of the following documentation:

- **DEFFORM 47ST – Invitation To Tender.** The DEFFORM 47ST is the document that sets out the key requirements that you need to meet in submitting a valid Tender in advance of any negotiations. It also sets out the conditions relating to this procurement. For ease it is broken into:
 - o **Section A – Introduction**
 - Funding
 - DEFFORM 47 Definitions
 - Purpose
 - ITT Documentation and ITT Material
 - Material Change of Control
 - Contract Conditions
 - Consultation with Credit Reference Agencies
 - Other Information
 - o **Section B – Key Tendering Activities**
 - o **Section C – Instructions on Preparing Tenders**
 - Tenders for Selected Contractor Deliverables
 - Construction of Tenders
 - Validity
 - Variant Bids
 - Qualifying Defence Contracts (Defence Reform Act 2014)
 - o **Section D – Details of Price Breakdown and Mandatory Criteria**
 - o **Section E – Instructions on Submitting Your Tender**
 - Submission of your Tender
 - Samples
 - o **Section F – Conditions of Tendering**

Conforming to the Law

Fraud and Other Illegal Practices

Conflicts of Interest

Government Furnished Assets

Publicity Announcement

Sensitive Information

Remedies for Actionable Contraventions under the Defence Reform Act 2014

Reportable Requirements

Specific Conditions of Tendering

- o DEFFORM 47ST Annex A – Tender Submission Document (Offer)
 - Appendix 1 to DEFFORM 47ST Annex A (Offer) – Information on Mandatory Declaration Returns

- Schedule of Requirements: Schedule 2
- Statement of Requirement: Schedule 5
- Contract Conditions
- DEFFORM 111 – Appendix to Contract - Addresses and Other Information
- Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)
- DEFFORM 28ST – Tender Return Label
- Any other relevant documentation: Not Applicable

Section A – Introduction

Funding

A1. Funding has been approved on 2018/08/24.

DEFFORM 47 Definitions

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

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

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

A5. “Schedule of Requirements” Schedule 2 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.

A6. “Single Source” means a situation where the Authority has invited a response from only one Tenderer.

A7. A “Tender” is the offer that you are making to the Authority.

A8. “Contractor Deliverables” means the goods and / or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements, if specified) and any associated technical data which the contractor is required to provide under any resultant contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.

A9. The “Statement of Requirement” Schedule 5 details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached Schedule 5 to this DEFFORM 47ST. This may include the Systems Requirements Document (SRD).

A10. “Conditions of Tendering” means the conditions set out in the DEFFORM 47ST that govern the procurement.

A11. “Contract Conditions” means the attached conditions that will govern any resultant contract.

A12. A “Third Party” is anyone who is not an employee of the Authority or Tenderer, as defined at paragraph A3.

A13. “Voluntary Ex Ante Transparency Notice” means a mandatory notice used to announce a procurement decision that the Authority intends to place a non-competitive contract under OJEU procedures. This also appears in the DCO as a “Voluntary Transparency Notice”. This allows industry to challenge the decision not to compete.

Purpose

A14. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority’s requirement. This documentation explains and sets out the:

- a. Tender process and timetable for the next stages of the procurement;
- b. instructions and conditions that govern this invitation;
- c. information you must include in your Tender and the required format;

- d. administrative arrangements for the receipt and review of your Tender; and
- e. Contract Conditions that shall apply in the event that the Authority awards a contract following this invitation.

A15. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A16. This ITT is Published and advertised under the Public Contracts Regulations 2015. A Voluntary Ex Ante Transparency Notice (VEAT) in the OJEU and / or a Voluntary Transparency Notice in the DCO was published on 23/01/2019

ITT Documentation and ITT Material

A17. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it whilst in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A17.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer immediately if you decide not to submit a Tender;
- g. immediately destroy all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to participate in responding to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL SENSITIVE' or 'SECRET'.

A18. Some or all of the ITT Documentation and ITT Material may be subject to one or more Confidentiality Agreements made between you and either the Authority or a Third Party, for example a Confidentiality Agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A17 above.

Material Change of Control

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

Contract Conditions

A20. The Contract Conditions can be found at Standardised Contract 1B (SC1B) is attached.

Consultation with Credit Reference Agencies

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

Other Information

A22. Not Applicable.

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 | 24/06/2019 | Tenderer | DES Apache-Comrc18 DES Apache-Comrc13 |
| Final Date for Requests for Extension to return date | 24/06/2019 | Tenderer | DES Apache-Comrc18 DES Apache-Comrc13 |
| The Authority issues Final Answers and Clarifications | 26/06/2019 | The Authority | Tenderer |
| Tender Return | 28/06/2019 | Tenderer | DES Apache-Comrc18 DES Apache-Comrc13 |
| Value For Money (VFM) Assessment in accordance with NAPNOC – see Section D of this DEFFORM 47ST | 05/07/2019 | The Authority | N/A |
| The following are indicative timescales for planning purposes only | | | |
| Revise Or Confirm Offer | N/A | The Authority | N/A |

| | | | |
|----------------------|-----|---------------|-----|
| Start of Negotiation | N/A | The Authority | N/A |
| Best And Final Offer | N/A | The Authority | N/A |
| Trials / Testing | N/A | The Authority | N/A |

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

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

Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in GBP. Prices must be Firm Price.

C3. To enable the Authority to complete its Value For Money (VFM) assessment, your price must be broken down. If the resultant contract is a Qualifying Defence Contract (QDC) under the Defence Reform Act (DRA) and Single Source Contract Regulations (SSCR) you must price your bid accordingly. Please set out your Tender response in accordance with Section D.

Validity

C4. Your Tender must be valid / open for acceptance for 90 calendar days from the Tender return date.

Variant Bids

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

Qualifying Defence Contracts

Defence Reform Act 2014 – Part 2, Single Source Contracts

C6. This ITT may result in a Qualifying Defence Contract (QDC) under the provisions of the Defence Reform Act 2014 (DRA). You should therefore understand the implications in the event that it does result in a QDC.

C7. The DRA enables secondary legislation, called Single Source Contract Regulations

2014 (SSCR), which applies:

- a. to new contracts with a value of £5M (ex VAT) or above;
- b. to amended contracts where the amended contract has a value of £5M (ex VAT) or above, and both parties agree that the amended contract should be a QDC.

C8. The DRA and SSCR set out the criteria for determining when a single source contract is a Qualifying Defence Contract (QDC). Any new single source contract which meets the criteria will be a QDC, unless exempt by the Secretary of State for Defence. Exemptions will only be granted in exceptional circumstances.

C9. The DRA and SSCR cover such matters as the pricing of QDCs, the information, openness and transparency that the parties must provide to each other, and the rights and obligations of both parties to a QDC once on contract.

C10. The DRA requires a primary contractor to be satisfied that the costs proposed for inclusion in the price of a QDC are Allowable Costs, in that they are appropriate, attributable to the contract and reasonable in the circumstances. The MOD is obliged to ensure that you meet the criteria and at any time you may be required to show that this is the case in relation to any particular cost. The Single Source Regulations Office (SSRO) has issued Statutory Guidance on Allowable Costs (SGAC) which can be found on their website and which the parties to a QDC will be expected to adhere to, other than in exceptional circumstances. Either party to a QDC may subsequently make a referral to the SSRO for an adjustment of the contract price, if that party believes the price agreed was not in accordance with the requirements of the DRA / SSCR.

C11. The DRA requires that the contract Profit Rate agreed between the parties for QDCs must be agreed in accordance with the provisions of the DRA and SSCR.

C12. The DRA also sets out the criteria for determining when a contract is a Qualifying Sub-Contract (QSC) to which the DRA and SSCR will apply. Any single source sub-contract in excess of £25M, placed in support of a QDC or another QSC and which meets the criteria in the DRA and SSCR, is potentially a QSC. Responsibility for assessing whether a sub-contract is a QSC lies with the party placing the sub-contract. The Tenderer therefore has an obligation to determine whether any planned sub-contract is a QSC. The Tenderer must keep a record of any determinations and notify both the Secretary of State for Defence and the sub-contractor in writing when a sub-contract is determined to be a QSC.

The [MOD Commercial Toolkit](#) provides further information about the new single source legal framework.

Section D – Details of Price Breakdown and Mandatory Criteria

1. When placing any contract, the Authority is required to satisfy itself that the agreed price represents Value for Money (VFM). In single source contracting you must provide to the Authority sufficient information in support of your price proposal and during subsequent price negotiation, to enable the Authority to fulfil its obligation to assure VFM. The Authority approaches all contract pricing on the basis of the NAPNOC principle (No Acceptable Price, No Contract). We will not enter into any contract that is unacceptably priced. Details can be found on MOD Commercial Toolkit.

2. Price breakdown requirements for a Qualifying Defence Contract

If the contract is expected to be a QDC - it will be your responsibility to decide the level of information you need to provide to the Authority in support of your price proposal and

subsequent price negotiation, in order to satisfy the statutory obligations placed upon you by the DRA and the SSCR, and in compliance with the Statutory Guidance on Allowable Costs published by the Single Source Regulations Office (SSRO). Although you will need to understand all the requirements of the DRA/SSCR your particular attention is drawn to the DRA Section 20 (Allowable Costs) and the SSCR Clause 23 (Contract Pricing Statement - CPS). Although not a legal requirement at the tendering stage, please note the Authority's preference that you submit a draft CPS with your price proposal, using the CPS template provided on the SSRO website.

OR

2. Price breakdown requirements for a non-qualifying contract

If the contract expected to be a QDC. The contract is therefore not subject to the provisions of the DRA/SSCR 2014. It is your responsibility to decide the level of information you need to provide to the Authority in support of your price proposal and subsequent price negotiation, to enable the Authority to fulfil its obligation to assure VFM and sign the contract. The following table shows the Authority's suggestion of the minimum level of information you must provide

| For a non-qualifying contract, as a minimum your Offer should detail the following: | |
|--|---|
| Hours / Days | The number of hours / days it takes to complete the requirement. |
| Hourly / Day Rates | The rate used. Where available these should be agreed CAAS (Cost Assurance and Analysis Services) rates and Grades. |
| Materials | The cost of any raw materials. Please provide a copy of any quotes or invoices with your Tender. |
| Significant Sub-contractor Costs, e.g. >£50k | The cost of bought in facilities, services and / or parts. Please provide a copy of the sub-contractor quotation / invoice with your Tender. You are encouraged to run a competition at sub-contractor level and advertise opportunities in the MOD Defence Contracts Bulletin, where appropriate. |
| Other costs | List any rates used to recover overhead costs not otherwise recovered through the activity-based hourly and daily rates stated above. These rates are usually recovered by the application of a percentage uplift to a base cost (e.g. Material Handling is often recovered as a percentage uplift applied to material costs). Where you have an agreed QMAC (Questionnaire on the Method and Allocation of Costs) you must quote the reference. Where you do not have an agreed QMAC please include a list of what is included in the overhead rate(s). Provide a sub-total that the overhead will apply to. |
| Profit Rate | State the Profit Rate you are proposing to apply to the contract costs. |
| Risk / Opportunities | State whether you have included any contingency for risks and the details on how this has been calculated. State any opportunities that you foresee, for example, exchange rate movement. |
| T&S | When including Travel and Subsistence you must include details of the assumptions you have made |

| | |
|--|---|
| | about travel and the rates used. Claims for T&S should be in line with the Civil Service Code which states civil servants must ensure “public money and other resources are used efficiently” for example, travel should be the most economic option available. |
| Assumptions | State any assumptions made about your proposal, such as the process, when decisions will be made etc. |
| Exclusions | State any matters that are excluded which, if they subsequently occur, you would expect the MOD to share cost liability. |
| Mandatory Criteria, applicable to QDCs and non-qualifying contracts | |
| Full completion of the table in DEFFORM 47ST Annex A (Offer) (See section F, paragraph 19) | Pass / Fail |
| Minimum Technical Requirements met | Pass / Fail |
| Other Mandatory Criteria: Not Applicable | Pass / Fail |

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

Note that for a non-qualifying contract (i.e. a contract that is **not** a QDC subject to DRA/SSCR) it is the Authority's policy that a DEFFORM 815 - Contract Pricing Statement should be completed by you on or around contract signature. It is the Authority's preference that you submit a draft DEFFORM 815 with your price proposal. Instructions on completion of the DEFFORM 815 are available on the commercial toolkit.

Section E – Instructions on submitting your tender

Submission of your Tender

- E1. You must send your Tender to the Commercial Officer stated in the covering letter to this DEFFORM 47ST.
- E2. You must provide 1 copy of your Tender. The electronic copies of the Tenders must be compatible with Microsoft Office Word 2010 and other MS Office 2010 applications. If you, password protect or encrypt any information on CDs containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.
- E3. You must complete and include DEFFORM 47ST Annex A (Offer) with your Tender. Where you select 'Yes' to any questions you must attach the relevant information.
- E4. You must include the original signed DEFFORM 47ST Annex A (Offer) with one paper copy of your Tender.
- E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.
- E6. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.

Samples

E7. Where samples are required for testing purposes you must be prepared to submit them without charge. You should clearly label samples with the following particulars:

your name and address;

- b. the Tender Reference Number and due date for return of the Tender; and
- c. the Description and Item Number as shown in the Schedule of Requirements.

E8. The Authority may retain all samples for twelve (12) months from the Tender return date. After this period, the Authority will destroy the samples unless you specifically state you require them to be returned. The samples associated with a successful Tender may be kept by the Authority indefinitely.

E9. Samples that are consumed will not be returned.

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 ITT or at a later stage. Any expenditure, work or effort undertaken by you prior to an offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. In addition to its legal rights in relation to qualifying contracts, under the Defence Reform Act 2014 the Authority reserves the right to:

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

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

Conforming to the Law

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

F4. Your attention is drawn to legislation relating to canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

Fraud and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

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

F7. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:

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

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

Government Furnished Assets

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

Publicity Announcement

F9. The Authority will publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain. You should complete and return DEFFORM 539A as explained in the DEFFORM 47ST Annex A and associated Appendix 1.

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

F11. Under no circumstances should you confirm to any Third Party the Authority's

acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

Sensitive Information

- F12. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice and answering Freedom of Information requests.
- F13. For these purposes, the Authority may share within Government any of your documentation / information (including any that you consider to be confidential and / or commercially sensitive such as specific bid information) submitted by you to the Authority during this procurement. The information will not be disclosed outside Government. You must identify any sensitive material in the DEFFORM 539A (or SC1B Schedule 4) and consent to these terms as part of the tendering process. This allows the MOD to share information with other Government Departments while complying with our obligations to maintain confidentiality.
- F14. The Authority reserves the right to disclose on a confidential basis any information it receives from you during the procurement process (including information identified by you as Commercially Sensitive Information in accordance with the provisions of this ITT/ITN) to any third party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of your Tender. In providing such information the you consent to such disclosure.

Remedies for Actionable Contraventions under the Defence Reform Act 2014

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

Reportable Requirements

- F16. Listed in the DEFFORM 47ST Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select "Yes", you attach the relevant information.
- F17. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority's evaluation of your tender, as detailed in Section D.
- F18. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your bank and the relevant bank account number on contract award.

Specific Conditions of Tendering

- F19. Special Conditions of Tendering can be found at 20. Special Conditions that apply to

this Contract

DEFFORM 47ST Annex A - Edn 11/17

Ministry of Defence

**Tender Ref No. 70002018 – Apache: Annual Servicing, Calibration, Spares, Repairs
and Emergent work of ECS Servicing Carts**

Tender Submission Document (Offer)

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

The undersigned Tenderer, having read the ITT Documentation, offers to supply the
Contractor Deliverables at the stated price(s), in accordance with any referenced drawings

and / or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Conditions or any amendments issued by the Authority will apply.

| | | | | |
|---|-----------------------------|-------------------------|-------------------------------|--------------|
| Applicable Law | | | | |
| I agree that any contract resulting from this procurement shall be subject to English Law *Where 'no' is selected, Scots Law will apply. | | | | Yes / No* |
| Value of Tender (excluding VAT) | | | | |
| £..... | | | | |
| WORDS..... | | | | |
| UK 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)) £..... | | | | |
| Location of work (town / city) where the contract will be performed by Prime: | | | | |
| 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 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47ST ST Annex A (Offer)): | | | Tenderer's Declaration | |
| Is the offer subject to the Authority contracting for all the Contractor Deliverables? | | | Yes* / No | |
| Have you completed and attached a Contract Pricing Statement? | | | Yes / No | |
| Is the offer made subject to a Minimum Order Quantity? | | | Yes* / No | |
| Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding? | | | Yes* / No | |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is yes, please complete and attach DEFFORM 528. | | | Yes* / No | |

| | |
|---|--------------------------|
| Have you obtained prior foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions? | 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 procedures to be used and estimates of duties to be incurred or suspended? | Yes / No |
| Have you completed Form 1686 for sub-contracts? | Yes / No |
| 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 DEFFORM 539A (Tenderer's Commercially Sensitive Information Form)? | Yes / No |
| If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed, have you attached a revised version? | Yes / No / N/A |
| Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012? | Yes* / No |
| Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement? | Yes* / No |
| Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council. | Yes* / No |
| Have you attached The Bank / Parent Company Guarantee? | Yes* / No / Not Required |
| Have you complied with the requirements of the Military Aviation Authority Regulatory Articles? | Yes / No / Not Required |
| Have you completed the Project Specific Declarations? | Yes / No / Not Required |
| *If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1. | |
| Tenderer's Declaration | |
| We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action. | |
| Dated this day of Year | |
| <p style="text-align: center;">Signature: In the capacity of</p> <p style="text-align: center;">.....</p> <p style="text-align: center;">(Must be original) (State official position e.g. Director, Manager, Secretary etc.)</p> | |
| Name: (in BLOCK CAPITALS) | Postal Address: |
| duly authorised to sign this Tender for and on behalf of: | Telephone No: |

| | |
|-------------------|---|
| (Tenderer's Name) | Registered Company Number: Dunn and Bradstreet Number: |
|-------------------|---|

Appendix 1 to Annex A (Offer)

Edn 07/18

Information on Mandatory Declaration Returns

Part Tender

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

Minimum Order Quantities

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

IPR Restrictions

3. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by private venture, foreign investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding).
4. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclose the Contractor Deliverable, including export restrictions. In particular you must identify:
 - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
 - b. any allegation made against you, whether by claim or otherwise, of an infringement of an Intellectual Property Right (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
 - c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the intellectual property right any confidential information and / or;
 - d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.
5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless

so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

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

Notification of Foreign Export Control Restrictions

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

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

- a. Whether all or part of any Contractor Deliverables are or will be subject to:
 - (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

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

9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the procurement that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.
10. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.
11. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 8.
12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to you. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

13. European Union (EU) legislation permits the use of various procedures to suspend customs duties.
14. For the purpose of this procurement, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance,

including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.

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

Sub-contracts Form 1686

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

Small and Medium Enterprises

17. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of Authority spending should be spent with SMEs by 2020; this applies to the money which the Authority spends directly with SMEs, and through the supply chain. The Authority uses the European Commission definition of SME.
18. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the Prompt Payment Code.
19. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative. Information on the Authority's purchasing arrangements, our commercial policy priorities and our SME policy can be found at Gov.UK.
20. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:
BiP Solutions Ltd
Web address: www.contracts.mod.uk
Tel No: 0845 270 7099

Transparency, Freedom of Information and Environmental Information Regulations

21. You should be aware that the contents of any resultant Contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 (Government Transparency and Accountability) and the information contained within SC1B Conditions of Contract Clause 5.
22. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").
23. You should complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A or SC1B Schedule 4) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.

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

Electronic Purchasing

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

Change of Circumstances

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

Asbestos, Hazardous Items and Depletion of the Ozone Layer

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

Military Aviation Authority (MAA)

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

Bank or Parent Company Guarantee

29. A parent Company or bank Guarantee may be required in the form of DEFFORM 24 / 24A as appropriate. No contract will be awarded until a suitable Parent Company or Bank Guarantee, is in place.

The Armed Forces Covenant

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

31. The Covenant is based on two principles:

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

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

and behaviours set out therein.

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

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

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management

Ministry of Defence

Holderness House

51-61 Clifton Street

London, EC2A 4EY

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

Annex B – Statement Relating to Good Standing

The Statement Relating To Good Standing

Contract Title: Apache: Annual Servicing, Calibration, Spares, Repairs and Emergent work of ECS Servicing Carts

Contract Number: 700002018

1. We confirm, to the best of our knowledge and belief, that **Lightfoot Defence Limited** including its directors or any other person who has powers of representation, decision or control or is a member of the administrative, management or supervisory body of **Lightfoot Defence Limited** has not been convicted of any of the following offences within the past 5 years:
 - a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
 - c. common law offence of bribery;
 - d. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
 - e. any of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:
 - (1) the common law offence of cheating the Revenue;
 - (2) the common law offence of conspiracy to defraud;
 - (3) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
 - (4) fraudulent trading within the meaning of section 458 of the Companies Act 1985, Article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006;
 - (5) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
 - (6) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
 - (7) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
 - (8) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or
 - (9) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;
 - f. any offence listed:
 - (1) in section 41 of the Counter Terrorism Act 2008; or
 - (2) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;

- g. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;
 - h. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;
 - i. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
 - j. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;
 - k. an offence under section 59A of the Sexual Offences Act 2003;
 - l. an offence under section 71 of the Coroners and Justice Act 2009;
 - m. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
 - n. an offence under section 2 or 4 of the Modern Slavery Act 2015;
 - o. any other offence within the meaning of Article 57(1) of Public Contracts Directive –
 - (1) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland: or
 - (2) created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;
 - p. any breach of its obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any jurisdictions of the United Kingdom
2. **Lightfoot Defence Limited** further confirms to the best of our knowledge and belief that within the last 3 years it:
- a. has fulfilled its obligations relating to the payment of taxes and social security contributions of the country in which it is established or with those of any jurisdictions of the United Kingdom;
 - b. is not bankrupt or is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an agreement with creditors, where its business activities are suspended or it is in any

analogous situation arising from a similar procedure under the laws and regulations of any State;

- c. has not committed an act of grave professional misconduct, which renders its integrity questionable;
- d. has not entered into agreements with other suppliers aimed to at distorting competition;
- e. is not subject to a conflict of interest within the meaning of regulation 24;
- f. has not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;
- g. has not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;
- h. is not guilty of serious misrepresentation in providing any information required by this statement;
- i. has not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;
- j. in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;
- k. has fulfilled its obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in PPN 8/16 Annex C).

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

Organisation's name

Signed

| | |
|--|--|
| (By Director of the Organisation or equivalent) | |
| Name | |
| Position | |
| Date | |

Standardised Contracting Terms

General Conditions

Definitions - In the Contract:

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

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

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

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

Contractor Commercially Sensitive Information means the information listed as such in

the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

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

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

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

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

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

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

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

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

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the schedules; and
 - (3) the documents expressly referred to in the agreement.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it

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

3 Application of Conditions

- a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

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

5 Transparency

- a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6 Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English Language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.
- b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day

- of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

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

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;

- (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
 - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
 - (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
 - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
 - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

10 Delivery / Collection

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

11 Marking of Contractor Deliverables

- a. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:
 - (1) in accordance with the requirements specified in the Contract, or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements;
 - (2) where the Contractor Deliverable has a limited shelf life, the marking shall include:

the expiry date / date of manufacture, expressed as specified in the Contract or in the absence of such requirement, as month (letters) and year (last two figures); and

(3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed.

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

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

13 Progress Monitoring, Meetings and Reports

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

14 Payment

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

16 Termination for Corrupt Gifts

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

a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

(2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

(a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

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

17 Material Breach

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

18 Insolvency

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

19 Limitation of Contractor's Liability

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

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

(1) for:

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

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

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

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

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

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

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

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

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

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

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

19 Project specific DEFCONs and DEFCON SC variants that apply to this contract

DEFCON 076 (SC1)
Contractor's Personnel at Government Establishments

Edition 12/16

DEFCON 129J (SC1)
The Use of The Electronic Business Delivery Form

Edition 06/17

DEFCON 502 (SC1)
Specifications Changes

Edition 12/16

DEFCON 503 (SC1)
Formal Amendments To Contract

Edition 12/16

DEFCON 531 (SC1)
Disclosure of Information

Edition 06/17

DEFCON 532B
Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

Edition 05/18

DEFCON 534
Subcontracting and Prompt Payment

Edition 06/17

DEFCON 538
Severability

Edition 06/02

DEFCON 566
Change of Control of Contractor

Edition 12/18

DEFCON 601 (SC)
Redundant Materiel

Edition 03/15

DEFCON 602B
Quality Assurance (without a deliverable quality plan)

Edition 12/06

DEFCON 606 (SC1)
Change and Configuration Control Procedure

Edition 12/16

DEFCON 609 (SC1)
Contractor's Records

Edition 08/18

DEFCON 611 (SC1)
Issued Property

Edition 12/16

DEFCON 620 (SC1)
Contract Change Control Procedure

Edition 12/16

DEFCON 624 (SC1)
Use of Asbestos

Edition 12/16

DEFCON 627 (SC1)
Quality Assurance - Requirement for a Certificate of Conformity

Edition 12/10

DEFCON 637

Defect Investigation And Liability

Edition 05/17

DEFCON 656A

Termination for Convenience (Contracts Under £5M)

Edition 08/16

DEFCON 658 (SC1)

Cyber

Edition 11/17

DEFCON 694 (SC1)

Accounting For Property of the Authority

Edition 08/18

20 Special conditions that apply to this Contract

20.1 – Option Years

- a. In addition to the core period (Years 1 – 3) specified at Schedule 2 – Schedule of Requirements, the Authority requires option prices for Servicing, Calibration, Spares, Repairs and Emergent Work of Environmental Control Systems (ECS) Servicing Carts including collection and delivery to and from Unit Locations for 2 (two), 1 (one) year option periods.

Year 4: 01/04/2022 to 31/03/2023

Year 5: 01/04/2023 to 31/03/2024

The terms and conditions will remain the same for any option period.

- b. You must provide prices against the options. The option prices must be firm prices not subject to variation and in line with the contract's terms and conditions.
- c. If your Tender is successful you will be expected to supply / provide that option requirement(s) in Contract Condition Schedule 2 – Schedule of Requirements. The Authority will not waive any rights under the said Contract Condition.
- d. The Authority reserves the right to seek competitive Tenders for the option requirement(s) detailed in Schedule 2 – Schedule of Requirements.
- e. The Authority shall exercise the options by no later than 3 (three) months prior to the end date of the contract.

20.2 - Authorisation of Work

- a. Schedule 2 – Schedule of Requirements, Item 1 – Servicing and/ or Calibration of ECS Servicing Carts including collection and delivery to and from Unit Location, Spares and Repairs, any associated Emergent Work and ad hoc spares for Forward Unit Locations;
- i) When an ECS Servicing Cart requires servicing and/or calibration and/ or relevant service spares and/ or emergent work, the Contractor shall notify the appropriate Unit Location, details shown at Schedule 11 – Contacts for Unit Location, by email and request the ECS Servicing Cart is made ready for collection. Thereafter once the Authority has acknowledged the email the Contractor shall collect the ECS Servicing Cart within 3 (three) Business Days at which point the Turn-Round Time (TRT) shall begin (as defined within Schedule 5 – Statement of Requirement). Work under Contract Condition Schedule 2 – Schedule of Requirements, Item 1 has already been authorised and therefore can be started immediately.
- ii) Once the work on the ECS Servicing Cart has been completed the Contractor shall deliver the item back to the specified Unit Location, ensuring he has notified and agreed the Unit Location of the date of delivery.
- iii) In the event that the Unit Location requires Ad Hoc spares the contractor & unit location shall agree the lead time for the contractor to deliver the spares.

b. Schedule 2 – Schedule of Requirements, Item 2.

- (i) The Unit Location will call the Contractor who will make a telephone assessment of whether the ECS Servicing Cart is able to be repaired at the Unit Location or is required at the Contractor's premises.
 - (1) If following the telephone assessment, the Contractor concludes that the ECS Servicing Cart can be repaired at the Unit Location, the Contractor shall attend the Unit Location to carry out the repair/conduct further assessment within 3 (three) Business Days.
 - (2) If following the telephone assessment, the Contractor concludes that the ECS Servicing cart cannot be repaired at the Unit Location, the Contractor shall arrange to collect the unserviceable ECS Servicing Cart within 3 (three) Business Days.
- (ii) On attendance at the Unit Location in accordance with Para a. above, should the ECS Servicing Cart be subsequently identified as requiring repair at the Contractor's premises, the Contractor shall arrange to collect the ECS Servicing Cart within 3 (three) Business Days.

20.3 – Pricing

- a. Item 1 - The price for Servicing, Calibration, Spares, Repairs, Emergent Work and ad hoc spares for Forward Unit Locations including collection and delivery from Unit Location is stated at Schedule 2 for the work scope detailed at Schedule 8 in line with Schedule 5.
 - i) The price includes the cost of Servicing, Calibration, Spares, Repairs, Emergent Work and ad hoc spares for Forward Unit Locations including collection and delivery from Unit Location
 - ii) The Contractor shall determine the extent of such work prior to proceeding with the repair. If the work is covered under Item 1 of Schedule 2 the Contractor is authorised to proceed.
- b. Item 2 - The price for Servicing, Calibration, Spares, Repairs and Emergent Work including collection and delivery from Unit Location which is excluded under Item 1 under the following grounds;
 - i) Out of Scope of Item 1 - Exceptional Circumstances;
 - (1) ECS Servicing Cart damaged by MOD personnel outside of intended use and deemed to need a repair for work not covered in Item 1.
 - (2) An individual spare (to be provided at Schedule 13 - Spare List), repair or emergent work required with a value greater than £*** (to be provided in ITT response) ex VAT and has not been costed in Item 1 and the workscope of Schedule 8.

- (3) A spare becomes obsolete or requires an unforeseen upgrade and therefore is not compatible with the ECS Servicing Cart.
- ii) Any other ad-hoc task outside the workscope of Schedule 8
- c. If the Contractor believes the ECS Servicing Cart Service, Calibration, Spares, Repairs and Emergent Work is covered by Item 2 (i) Out of Scope of Item 1 - Exceptional Circumstances 1-3, then the Contractor shall agree this with the Authority's Project Manager at Box 2 of DEFFORM 111 and submit their price using the Work Authorisation Form (WAF) at Schedule 9 for approval prior to commencing work and copy the Authority's Commercial Officer.
 - d. For items covered by Item 2 (i) Out of Scope of Item 1 - Exceptional Circumstances 1-3, the firm price for Item 1 will be reduced by the Contract price for Quantity 1 service to reflect the submitted WAF. This will then be finalised via contract amendment.
 - e. Prior to work commencing in relation to Item 2 20.3 b. ii) Out of Scope of Item 1 - Exceptional Circumstances, ad-hoc task, the Contractor shall agree this with the Authority's Project Manager at Box 2 of DEFFORM 111 and submit their price using the Work Authorisation Form (WAF) at Schedule 9 for approval prior to commencing work and copy the Authority's Commercial Officer. The Contractor shall utilise the agreed Firm Labour Rates at Schedule 6 of the Contract. Once agreed this will be added to Schedule 7 at its firm price.
 - f. The firm price for Item 1 will not be reduced as a result of tasks placed under Item 2 20.3 b. ii) Out of Scope of Item 1 - Exceptional Circumstances, ad-hoc task. This will then be finalised via contract amendment.

20.4 – Payment Terms

- a. Servicing, Calibration, Spares, Repairs, Emergent Work and ad hoc spares for Forward Unit Locations including collection and delivery from Unit Location covered under Item 1 of Schedule 2 shall have a preloaded Purchase Order (PO) for each Year on the Contract Purchasing and Finance (CP&F) System.
- b. The annual cost the ECS Servicing Carts Servicing, Calibration, Spares, Repairs and Emergent Work including collection and delivery from Unit Location covered under Item 1 of Schedule 2 will be split equally into 2 (two) 4 (four) monthly payments for year 1 and 2 (two) 6 (six) monthly payments for the following years.
- c. Any Servicing, Calibration, Spares, Repairs and Emergent Work including collection and delivery from Unit Location covered under Item 2 of Schedule 2 shall be added to Schedule 7 by Contract Amendment. Once the Contract Amendment has been agreed between the Authority and the Contractor, an electronic PO will be issued on the CP&F System for the task value. The Authority's Commercial Officer shall advise the Contractor of the relevant PO Number.
- d. When the Contractor has completed the work under Items 1 & 2 to the satisfaction of the Authority's Project Manager, the Contractor shall input an invoice on CP&F for the contracted firm price against the relevant PO and provide the Authority's Project

Manager with a completed DEFFORM 129J – Electronic Business Delivery Form.

- e. On receipt of the DEFFORM 129J, the Authority's Project Manager confirms satisfactory completion of the relevant work and then arranges for the receipting of the CP&F PO.
- f. If the PO, Invoice and Receipt prices all match then this will create a 3-way Match on CP&F and payment will be made to the Contractor electronically via the Authority's Bill Paying Authority.
- g. Contractor shall not submit invoices for payment until the work has been completed to a satisfactory standard and the Contractor has submitted the necessary evidence required. If an invoice is submitted early, Defence Business Services (DBS) will remove the invoice from the Exostar/CP&F system. This will then have to be resubmitted by the Contractor.

20.5 - Cyber Security

- a. The Cyber risk has been assessed as 'Very Low'. A Supplier Assurance Questionnaire (SAQ) via Online Octavian Tool must be completed by the contractor and, if necessary, further Risk Assessments, should be completed by the contractor and flowed down to any sub-contractors. The MOD Risk Assessment Reference Number is **RAR-8RBV8UGK**.
- b. The Contractor shall demonstrate to the Authority an acceptable level of compliance against Def-Stan 05-138 through the completion of a SAQ. If an acceptable level of compliance cannot be demonstrated, then the Contractor will need to either:
 - i) Commit to doing so by an agreed date by submitting a Cyber Implementation Plan (CIP); or
 - ii) Commit to maintaining alternative, appropriate controls described in a CIP which is acceptable to the MOD in accordance with the risk acceptance process for the Cyber Security Model (CSM).
- c. The Contractor is directed to the following website for further guidance:

<https://www.gov.uk/government/publications/defence-cyber-protection-partnership-cyber-risk-profiles>

20.6 – Military Aviation Authority (MAA) Regulatory Publications

- a. The Contractor shall comply with the following MAA Regulatory Publications ("MRP") issued by the Military Aviation Authority ("the Regulator"):
 - i) Overarching documents:
 - MAA01: MAA Regulatory Policy
 - MAA02: MAA Master Glossary

ii) Regulatory Articles (RA):

RA1005 - Contracting with Competent Organizations

b. The Contractor shall comply with the Regulations set out in the above RA by following:

- i) the acceptable means of compliance ("AMC") prescribed therein;
- ii) where there is more than one AMC, an AMC or AMCs agreed by the Contractor with the Regulator; or
- iii) other alternative means as may be agreed by the Contractor with the Regulator.

c. Complying with the MRP does not reduce or limit any statutory or legal obligation of the Contractor.

20.7 – Obsolescence Management

- a. The Contractor shall be responsible for managing obsolescence over the entire period of the contract and, notwithstanding any Obsolescence Issues or problems; the Contractor remains responsible for meeting all performance and other requirements of this contract.
- b. The Contractor shall implement a proactive Obsolescence Management strategy in accordance with IEC 62402:2007 (Obsolescence Management – Application Guide). This shall include as a minimum:
 - i) the ongoing identification and review of Obsolescence Concerns and Obsolescence Issues over contract length;
 - ii) the identification of mitigation action for Obsolescence Concerns over contract length;
 - iii) the identification of resolution action for Obsolescence Issues.

This strategy shall include, but is not limited to, obsolescence of components, assemblies, sub-assemblies, piece parts, and material (hereafter referred to for purposes of this section only as "parts and/or material").

- c. The Contractor shall liaise with the Authority to ensure Obsolescence Management plans and mitigation / resolution of Obsolescence Concerns and Obsolescence Issues are appropriately aligned with the Authority's Future Capability Upgrade Programme.
- d. Any configuration changes due to obsolescence shall be approved in accordance with the Configuration Management process defined in this contract.
- e. The Contractor shall provide the Authority with obsolescence status briefs, as part of the periodic programme reviews.

- f. The Contractor shall develop and submit as part of its proposal an Obsolescence Management Plan for managing the transition from availability from the original manufacturer to unavailability, of parts and / or material required for the performance of this contract.
- g. The Obsolescence Management Plan (OMP) shall detail all the activities that the Contractor undertakes to identify and mitigate Obsolescence Concerns and to identify and resolve Obsolescence Issues.

The activities detailed within the OMP shall cover all the equipment that has been declared within the scope of this contract.

The Contractor shall ensure and be able to demonstrate that any mitigation of Obsolescence Concerns, or resolution of Obsolescence Issues, are implemented for the most cost effective through life solution, regardless of contract duration.

- h. IEC 62402:2007 (Obsolescence Management – Application Guide) shall be used to provide a framework for implementing a proactive Obsolescence Management strategy and the production of an Obsolescence Management Plan.
- i. The Contractor shall ensure all known Obsolescence Issues and forecasted Obsolescence Concerns have been identified and have mitigation plans. Not less than 12 months before contract end, the Contractor shall transfer this data to the Authority which shall fall within the negotiated contract price. The Contractor shall ensure that the Authority shall have the right to use this data.
- j. The Authority shall be responsible for all costs associated with:
 - i) The Mitigation of Obsolescence Concerns (limited to Planned System Upgrades and Risk Mitigation Buys);
 - ii) The resolution of Obsolescence Issues.

The costs for which the Authority is responsible include, but are not limited to, the costs of investigating part availability, locating suitable part replacement, vendor interface, engineering and redesign efforts, testing and qualification requirements, documentation changes.

21 Special processes that apply to this Contract

Schedule 1 – Additional Definitions

Obsolescence Concern means an identified future Obsolescence Issue.

Obsolescence Issue means an item within a project which has been declared Obsolete.

Obsolescence Resolution means a resolution type (as defined in the Defence Logistics Framework) which is required to be implemented.

Unit Location as detailed at Schedule 11 – Contacts for Unit Locations

Schedule 2 – Schedule of Requirements

| | | | | | | | |
|--|--|--|---|---|---|--|--|
| <p>Contractor: Lightfoot Defence Limited Unit D2, Premier Business Centre Newgate Lane Fareham Hants PO14 1TY</p> | <p>Ministry of Defence SCHEDULE OF REQUIREMENTS</p> | | <p>Contract Number: 700002018 - Apache: Annual Servicing, Calibration, Spares, Repairs and Emergent Work including collection and delivery from Unit Location of ECS Servicing Carts.</p> | | | | |
| <p>Item No.</p> | <p>Description</p> | <p>Qty</p> | <p>Year 1 (Contract Award – 31/03/2020) Price (ex VAT)</p> | <p>Year 2 (01/04/2020 – 31/03/2021) Price (ex VAT)</p> | <p>Year 3 (01/04/2021 – 31/03/2022) Price (ex VAT)</p> | <p>(Option 1) Year 4 (01/04/2022 – 31/03/2023) Price (ex VAT)</p> | <p>(Option 2) Year 5 (01/04/2023 – 31/03/2024) Price (ex VAT)</p> |
| <p>1</p> | <p>Servicing of Environmental Control Systems including collection and delivery to and from Unit Location, Spares, Calibration, Repairs and any associated Emergent Work (as identified in Schedule 10 – ECS Servicing Schedule and Locations)</p> | <p>15 Units (with the exception of Qty 12 Units in Year 1)</p> | | | | | |

| | | | | | | | |
|---|---|-----------------------------------|--|--|--|--|--|
| 2 | Additional Spares, Calibration, Repairs and Emergent Work which is excluded under Item 1 on grounds defined at 20.3 Pricing b. in accordance with rates identified at Schedule 6. | To be agreed as and when required | | | | | |
|---|---|-----------------------------------|--|--|--|--|--|

Schedule 3 - Contract Data Sheet

| | |
|--|---|
| <p>Contract Period</p> | <p>Effective date of Contract: Contract Agreement Date</p> <p>The Contract expiry date shall be: 31/03/2022</p> |
| <p>Clause 6 - Notices</p> | <p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Apache Delivery Team, DE&S Helicopters, Building 100, Box 188, Leonardo Helicopters, Lysander Road, Yeovil, BA20 2YB</p> <p>Contractor: Lightfoot Defence Ltd, Unit D2 Premier Business Centre, Newgate Lane, Fareham, Hants, PO14 1TY</p> |
| <p>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</p> | <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 0 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>Other Quality Assurance Requirements:</p> |

| | |
|---|--|
| | DEFCON 627 – Certificate of Conformity (CoC) |
| <p>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</p> | <p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) <u>DSALand-MovTpt-DGHSIS@mod.uk</u></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 after Contract Award.</p> |
| <p>Clause 10 – Delivery/Collection</p> | <p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor Yes</p> <p>Special Instructions:</p> |

| | |
|--|---|
| | <p>The Contractor shall ensure that the Contractor Deliverables are sent to the appropriate logistics focal point at each of the Authority's designated User Unit Locations</p> <p>Collected by the Authority No</p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p> <p>Not Applicable</p> |
| <p>Clause 12 – Packaging and Labelling of Contractor Deliverables</p> | <p>Additional packaging requirements:</p> <p>No</p> |
| <p>Clause 13 – Progress Meetings</p> | <p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Not Applicable</p> <p>Frequency:</p> <p>Location: Not Applicable</p> |
| <p>Clause 13 – Progress Reports</p> | <p>The Contractor is required to submit the following Reports:</p> <p>Type: Servicing Schedule Report</p> <p>Frequency: Annual</p> <p>Method of Delivery: Supplied on completion of each carts annual service</p> <p>Delivery Address: Apache Delivery Team, DE&S Helicopters, Building 100, Box 188, Leonardo Helicopters, Lysander Road, Yeovil, BA20 2YB</p> |

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

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|--|
| Contract No: |
| 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: |

Schedule 5 - Statement of Requirement

**STATEMENT OF REQUIREMENT
FOR THE THROUGH LIFE SUPPORT OF THE APACHE
ENVIRONMENTAL CONTROL SYSTEMS (ECS) SERVICING CARTS**

Requirement Summary

1. The Contractor is required to provide support to the Environmental Control Systems (ECS) Servicing Carts, advise on possible service options to enable the most cost-effective service to deliver safety, reliability, maintainability, availability and operability for these units. There is a total quantity of fifteen ECS Carts, thirteen located at Wattisham, two at Middle Wallop. The two distinct elements to this requirement are as follows:
 - a. Part A - Through Life Support (TLS) for a three-year period with an option to extend for an additional two-years, in yearly increments, to Apache AH Mk 1 Out of Service Date March 2024.
 - b. Part B - Provision of a Repair and Breakdown Service for a three-year period with an option to extend for an additional two-years, in yearly increments, to Apache AH Mk 1 Out of Service Date March 2024.

Part A – Through Life Support

2. The Contractor is required to provide TLS, Annual Calibration and Servicing for all in-service ECS Carts to deliver serviceable ECS Carts that function to the high quality, repeatability and safe operation expected with a maximum service / repair turnaround time of three weeks.
3. The Contractor is to provide Repair and Maintenance support including the completion of any emergent work, additional repairs, ad-hoc spares identified and labour required to bring units back to a fully operational and safe condition when at the Contractor's works for Calibration and Servicing.
4. The Contractor is required to supply and deliver those ad-hoc spares and consumables identified for planned and un-planned maintenance activities that can be renewed / changed by suitably qualified mechanical or electrical technicians at operating bases / user units. Any unscheduled faults that can't be diagnosed using the maintenance manual will require contractor support in the form of on-site advice or return of unit to Contractors works for repair.
5. To ease contracting, to meet the requirements of paragraphs 3 and 4 and improve turnaround times, enabling arrangement such as authorised use of Limits of Liabilities (LoL) are to be considered by the Contractor.
6. The Contractor is to provide details of minimum recommended spares and consumables to be held or supplied in a timely fashion during the contract period to support operating bases / user units' requirements, repair and breakdown services and any emergent work carried out at the Contractors works.
7. The TLS Contractor shall meet the following requirements:
 - a. Maintain three working weeks, door to door, turnaround time for each ECS Cart to ensure all Qty x 15 ECS Carts have completed their annual service within the one-year period specified.
 - b. Provide the Authority with a monthly updated ECS Cart Servicing Schedule and

Repairs Report to call forward / request for return to works of relevant ECS Carts.

- c. Provide a collection and return delivery service to and from the following operating bases / user units to enable all in-service ECS Carts Annual Calibration and Servicing to be completed in the turnaround time and period specified.
 - i. 132 Aviation Supply Squadron
Wattisham Airfield
Wattisham
IPSWICH
Suffolk
IP7 7RA
 - ii. Apache Contractor Maintenance
Hangar 5
School of Army Aviation
Middle Wallop
Stockbridge
Hampshire
SO20 8DY
- d. The Contractor is to Service, Calibrate and when necessary complete any repairs / emergent work and fitment of ad-hoc spares identified on each ECS Cart returned for annual servicing during the contract period. The Contractor is to consider the use of a suitable Enabling Arrangement and Limit of Liabilities (LoL) to support quicker turnaround times for the Calibration and Servicing of units.
- e. The Contractor is to carry out all associated electrical, earthing and safety checks deemed applicable in accordance with current legislation, directives and regulations to verify each ECS Cart is electrically safe and operates correctly.
- f. The Contractor is to carry out functional and safety checks on lifed items fitted that are subject to annual inspection / periodic replacement and provide documented confirmation on the lifed items status and actual dates checked.
- g. The Contractor is to provide the following mechanical, electrical maintenance information, including confirmation on status of lifed items fitted, and dates completed to allow applicable maintenance events to be included, updated and re-forecasted in the MoDs Joint Asset Management and Engineering Solutions (JAMES) facility. This shall record and provide a documented historical maintenance event trail for all work carried and provide accurate forecast dates for completion of future maintenance activities on each ECS Cart as follows:
 - i. Reports of any identified repairs/emergent work carried out.
 - ii. Details of ad-hoc spares fitted.
 - iii. Provision of applicable dated Certificates of Calibration, reports detailing Servicing & Maintenance completed and Electrical Qualification Certification confirming compliance.
 - iv. Qualification and inspection date confirmation on lifed items fitted.

- h. The Contractor is to verify that each ECS Cart complies with all current Health, Safety and Environmental legislation requirements.

Part B – Provision of a Repair and Breakdown Service

- 8. The Contractor is required to provide a Repair and Breakdown Call-Out Service to attend operating bases / user units, detailed previously in Para 7, to rectify any reported unserviceable ECS Carts. Initial Contractor engineering assistance is required to determine if attendance is justified so that, where possible, rectification of reported unserviceable units is completed successfully on-site to avoid the need to return units to Contractor works as follows:
 - a. The Contractor is required to Inspect and Repair as Necessary defective ECS carts on-site at operating bases / user units, complete work required to include any necessary repairs, ad-hoc spares used and labour required to return units back to a fully operational and safe condition when at operating bases/user units under this condition.
 - b. The Contractor shall provide reports for identified repairs and work carried out.
 - c. The Contractor shall provide details of ad-hoc spares fitted to support unit recovery required.
 - d. The Contractor is to carry out all associated electrical, earthing and safety checks deemed applicable in accordance with current legislation, directives and regulations to verify each ECS Cart is electrically safe and operates correctly.
 - e. The Contractor is to verify that each ECS Cart rectified complies with all current Health, Safety and Environmental legislation requirements.
- 9. The Contractor is required to provide a Repair and Breakdown Service on those ECS Carts that cannot be rectified and / or repaired on-site by Contractor representatives and must be returned to the Contractor works to restore units back to a fully operational and safe condition as follows:
 - a. The Contractor is to provide a collection and delivery service to and from operating bases / user units detailed previously in para 7.c.
 - b. The Contractor is required to Inspect and Repair as necessary defective ECS Carts returned to the Contractors works to complete work required to include any necessary repairs, ad-hoc spares used and labour required to bring units back to a fully operational and safe condition when at the Contractors works as dictated by this condition.
 - c. The Contractor shall provide reports of identified repairs and work carried out.
 - d. The Contractor shall provide details of ad-hoc spares fitted to support unit recovery.
 - e. The Contractor shall carry out all associated electrical, earthing and safety checks deemed applicable in accordance with current legislation, directives and regulations to verify each ECS Cart is electrically safe and operates correctly.

- f. The Contractor shall verify that each ECS Cart complies with all current Health, Safety and Environmental legislation requirements.


Apache EngMech3
Apache DT

Schedule 6 – Firm Rates under Item 2 of Schedule 2

The following pricing shall apply to any work carried out under Item 2 of Schedule 2: Schedule of Requirement. The firm Labour Man Hourly Rate shall be applied in the calculation of each quotation for this.

| In-Service Support Period: | Year 1 (Ex VAT) | | | Year 2 (Ex VAT) | | | Year 3 (Ex VAT) | | | (Option 1) Year 4 (Ex VAT) | | | (Option 2) Year 5 (Ex VAT) | | |
|--|--------------------|-----------------------|-------------------------|--------------------|-----------------------|-------------------------|--------------------|-----------------------|-------------------------|----------------------------------|-----------------------|-------------------------|----------------------------------|-----------------------|-------------------------|
| | Daily subsistence | Overnight subsistence | Mileage rate (Per Mile) | Daily subsistence | Overnight subsistence | Mileage rate (Per Mile) | Daily subsistence | Overnight subsistence | Mileage rate (Per Mile) | Daily subsistence | Overnight subsistence | Mileage rate (Per Mile) | Daily subsistence | Overnight subsistence | Mileage rate (Per Mile) |
| Firm Labour Man Hourly Rate (Incl. overheads and profit) | | | | | | | | | | | | | | | |
| Firm Subsistence Rate (Incl. call out and mileage) | | | | | | | | | | | | | | | |

Schedule 8 - Work scope for ECS Servicing Carts

To be provided by the Contractor as part of Tender Response

Schedule 9 - Work Authorisation Form (WAF)

| | | |
|--|--|---|
| CONTRACTOR Lightfoot Defence Ltd Unit D2 Premier Business Centre Newgate Lane Fareham Hants PO14 1TY | 1 MOD PROJECT OFFICER DES Apache-EngMech3 DE&S Helicopters Building 100, Box 188, Leonardo Helicopters Lysander Road Yeovil BA20 2YB | 2 TASK NO WAF 00..... CONTRACT NO: 700002018 |
| 3 Part 1 - Task Definition (use Continuation Sheet if necessary) | | |
| Originator: | Contract Schedule of Requirements (SoR) Item No: 2 | |
| 4 Part 2 - Firm Price Quotation The work as described in Part 1 is submitted for MoD authorisation against the following quotation: | | |
| a. Materials at cost | | |
| b. Man hours: _____ hrs at £ _____ * See below = £ | | |
| c. Spares | | = £ |
| d. Delivery | | = £ |
| e. Other | | = £ |
| f. Total Firm Price | | |
| * Select the applicable Firm Man-Hour Rate(s) from the following list: | | |
| (For a. and/or c. please provide a breakdown of the costs involved) | | |
| g. Firm price valid until: | | |
| h. Start date: | | |
| i. Completion date: | | |
| j. Comments/Assumptions: | | |
| SIGNATURE: | | |
| APPOINTMENT: | | |
| DATE: | | |

| | |
|---|---|
| <p>5 Part 3 - MoD Project Manager Authorisation</p> <p>The Firm Price Quotation at Part 2 of this WAF is confirmed as fair and reasonable and commensurate with the work detailed at Part 1 of this WAF. The forecast Start and Completion dates at Part 2 of this WAF are acceptable.</p> <p>SIGNATURE: NAME: POST: DATE:</p> | <p>6 Part 4 – MoD Commercial Officer Authorisation</p> <p>The Contractor is hereby authorised to carry out the work detailed at Part 1 of this WAF within the Firm Price detailed at Part 2 of this WAF.</p> <p>SIGNATURE: NAME: POST: DATE:</p> |
|---|---|

Schedule 10- ECS Servicing Carts Servicing Schedule and Locations

| ECS Cart No. | Serial No. | Servicing Due Date | | | | |
|--------------|------------|--|-------------------------------|-------------------------------|---|---|
| | | Year 1 Contract Award to Mar 20 | Year 2 Apr 20 to Mar 21 | Year 3 Apr 21 to Mar 22 | (OPTION 1) Year 4 Apr 22 to Mar 23 | (OPTION 2) Year 5 Apr 23 to Mar 24 |
| 1 | J9022-001 | 18 th Jan 2020 | 18 th Feb 2021 | 18 th Mar 2022 | Not Required | 18 th Apr 2023 |
| 2 | J9022-002 | 12 th Sept 2019 | 12 th Oct 2020 | 12 th Nov 2021 | 12 th Dec 2022 | 12 th Jan 2024 |
| 3 | J9022-003 | Contract Award | 25 th July 2020 | 25 th Aug 2021 | 25 th Sep 2022 | 25 th Oct 2023 |
| 4 | J9022-004 | Contract Award | 25 th July 2020 | 25 th Aug 2021 | 25 th Sep 2022 | 25 th Oct 2023 |
| 5 | J9022-005 | 1 st Aug 2019 | 1 st Sep 2020 | 1 st Oct 2021 | 1 st Nov 2022 | 1 st Dec 2023 |
| 6 | J9022-006 | 1 st Aug 2019 | 1 st Sep 2020 | 1 st Oct 2021 | 1 st Nov 2022 | 1 st Dec 2023 |
| 7 | J9022-007 | 12 th Sept 2019 | 12 th Oct 2020 | 12 th Nov 2021 | 12 th Dec 2022 | 12 th Jan 2024 |
| 8 | J9022-008 | Not Required | 31 st May 2020 | 30 th Jun 2021 | 31 st Jul 2022 | 31 st Aug 2023 |
| 9 | J9022-009 | 8 th Nov 2019 | 8 th Dec 2020 | 8 th Jan 2022 | 8 th Feb 2023 | 8 th Mar 2024 |
| 10 | J9022-010 | 18 th Jan 2020 | 18 th Feb 2021 | 18 th Mar 2022 | Not Required | 18 th Apr 2023 |
| 11 | J9022-011 | Not Required | 24 th April 2020 | 24 th May 2021 | 24 th Jun 2022 | 24 th Jul 2023 |
| 12 | J9022-012 | Not Required | 24 th April 2020 | 24 th May 2021 | 24 th Jun 2022 | 24 th Jul 2023 |
| 13 | J9022-013 | 13 th Jul 2019 | 13 th Aug 2020 | 13 th Sep 2021 | 13 th Oct 2022 | 13 th Nov 2023 |
| 14 | J9022-014 | 13 th Jul 2019 | 13 th Aug 2020 | 13 th Sep 2021 | 13 th Oct 2022 | 13 th Nov 2023 |
| 15 | J9022-015 | Contract Award | 25 th June 2020 | 25 th July 2021 | 25 th Aug 2022 | 25 th Sept 2023 |

Note – Cart 6 Year 1 and Cart 15 Year 2 Service to be carried out one month early to prevent repeat of three carts being serviced at the same time

Schedule 11 – Contacts for Unit Locations

| Location | Contact |
|---------------|--|
| Wattisham | DSU GSE Bay Controller Hangar 700 Wattisham Airfield Ipswich Suffolk IP7 7RA Tel: 01449 728389 |
| Middle Wallop | Support Services Controller ACM Hangar 5 Army Aviation Centre Middle Wallop Hampshire SO20 8DY Tel: 01264 784062 |

Schedule 12 – Government Furnished Assets (GFA)

| Environmental Control System Servicing Cart No. | Serial Number | Part Number (NSN) | GFA |
|--|----------------------|--------------------------------------|--------------------|
| 1 | J9022-001 | LF41126 (NSN: 26AH 4920-99-168-0680) | Contract Work Item |
| 2 | J9022-002 | | |
| 3 | J9022-003 | | |
| 4 | J9022-004 | | |
| 5 | J9022-005 | | |
| 6 | J9022-006 | | |
| 7 | J9022-007 | | |
| 8 | J9022-008 | | |
| 9 | J9022-009 | | |
| 10 | J9022-010 | | |
| 11 | J9022-011 | | |
| 12 | J9022-012 | | |
| 13 | J9022-013 | | |
| 14 | J9022-014 | | |
| 15 | J9022-015 | | |

Schedule 13 – Spares List for Items exempt from Item 1 and covered under Item 2 of the Schedule of Requirements

To be provided by the Contractor as part of Tender Response

| Spare | Description | Part Number | Price |
|--------------|--------------------|--------------------|--------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |

DEFFORM 68

**DEFFORM
68
(Edn02/19)**

Hazardous Articles, Deliverables, Materials or Substances Statement by the Contractor

Contract Number:

Contract Title:

Contractor:

Date of Contract:

* To the best of our knowledge there are no hazardous Articles, Deliverables, materials or substances to be supplied.

* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with either:

DEFCON 68 ; or

Condition 9 of Standardised Contract 1A/B Conditions ;

Contractor's Signature:

Name:

Job Title:

Date:

* check box (**) as appropriate

.....
To be completed by the Authority

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Department of Safety & Environment, Quality and Technology (D S & EQT)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol, BS34 8JH

Email: DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

DEFFORM 28ST

Not to be used for General
Correspondence with the
Ministry

Affix
Stamp
Here

Tender No:
Single Tender Only

DEFFORM 28ST
Edn 10/09

Not to be used for General
Correspondence with the
Ministry

Affix
Stamp
Here

Tender No:
Single Tender Only

DEFFORM 28ST
Edn 6/09

DEFFORM 129J

Shipping Form Design

Use the following design and complete the fields in accordance with Annex A:

| DEFFORM 129J | | Edn 09/17 |
|---|----------------------|---|
| From: 777 ANGEL ROAD St PAULS EDENVILLE HE6 40N | | Unique Identifier:  823456-8234/823458234/82349245 |
| Via: | To: | |
| Demand / Task Reference:  *BC278787* | | |
| Description: | | |
| RDD: | SPC: | UN Haz Code: |
| Date Shipped: | Batch Number: | Piece Number: |
| Weight: | Dimensions: | |

| | | |
|--|----------------|-----------------------------|
| NSN:  | | |
| *5120996260953* | | |
| IMC/DMC: | D of Q: | Qty in Package: |
| | | Total this Delivery: |

NB Four fields have been completed for illustration purposes only.

ANNEX A TO DEFFORM 129J

Shipping Form Attributes

The following table details the shipping form fields.

| A | From | Details of the supplier providing the Goods or Service. | 256 | alphanumeric | Goods & Services |
|---|--|---|-----|--|------------------|
| B | Unique Identifier (UOI, URRI or EUP I) | Unique Order Identifier (UOI) Produced by the Contracting, Purchasing and Finance (CP&F) electronic procurement tool for non inventory Purchase Orders | 30 | Alphanumeric and Bar Code Symbology 39 | Goods & Services |
| | | The identifier that CP&F uses to uniquely identify a specific shipment within a Purchase Order Line. | | | |
| | | These fields are joined together in the UOI. | | | |
| | | This field should be provided in both Bar Code Symbology 39 and human readable text. | | | |
| | | The PO Number, PO Line Number and PO Shipment Number are separated by the forward slash character '/' | | | |
| | | If the PO Number is for a Blanket Purchase Agreement (BPA) then the format of the Number is: BPA Number and BPA Release Number delimited by the hyphen character '-' | | | |
| | | Example of a UOI for a BPA: 123456-1234/12345/1234 | | | |
| | | If the PO Number is for a Standard PO and Contract Purchase Agreement (CPA) then the format of the Number is: Numeric | | | |
| | | Example of a UOI for a Standard PO or CPA: 23456/12345/1234 | | | |

| | | | | | | | |
|---|-----|---|--|-----|---|--|---------------------------|
| | | <p>Unique Receipt Reference Identifier (URRI) Produced by CP&F for Inventory Orders</p> | <p>An alpha/numeric sequence that links the item received to original Purchase Order/Dues-In. For each full or part item delivery the Trading Partner will add an alpha suffix to the Unique Receipt Reference Number.</p> | 6 | <p>This attribute is provided in both Bar Code 39 and human readable text format.</p> <p>For deliveries to Sea: SxxxxxA e.g. S1234AA</p> <p>For deliveries to Land: LxxxxxA e.g. L1234BA</p> <p>For deliveries to Air: xxxxxA e.g. 12345A</p> | <p>5 or 6 alphanumeric in the following formats:</p> | <p>Goods and Services</p> |
| | | <p>Electronic Business Capability Unique Package Identifier (EUPI)</p> | <p>An alphanumeric sequence generated by the supplier.</p> | 12 | <p>alphanumeric</p> | | <p>Goods</p> |
| C | Via | <p>Intermediate Address responsible for forwarding the package to the final destination.</p> <p>The address to which the supplier should send the delivery if filled in.</p> | <p>Intermediate Address responsible for forwarding the package to the final destination.</p> | 256 | <p>alphanumeric</p> | | <p>Goods and Services</p> |
| D | To | <p>The Final Address to which the package shall be delivered or, in the case of a service, the address of the receiving authority.</p> <p>Unit name Delivery Address 1</p> | <p>The Final Address to which the package shall be delivered or, in the case of a service, the address of the receiving authority.</p> | 256 | <p>alphanumeric</p> | | <p>Goods and Services</p> |

| | | Unique Identifier is the EUPI) | Line number + UIN | | | | |
|---|---------------------|---|-------------------|-----|--------------|------------|--------------------|
| F | Description | Description of the item or service as defined in the contract. | | 240 | alphanumeric | | Goods and Services |
| G | RDD | Required Delivery Date (RDD) that the package is required at the demander's point of delivery. | | 8 | numeric | DD/MM/YYYY | Goods |
| H | SPC | The Standard Priority Code denoting at what speed the package should be handled within MoD Supply Chain. | | 2 | numeric | | Goods |
| J | UN Haz Code | UN Hazard Class. Denotes the potential hazard of the items within the package References: DEFCON 68 and DEFCON 129 | | 2 | alphanumeric | | Goods |
| K | Date Shipped | Date package dispatched from the supplier or service provided. | | 8 | Numeric | DD/MM/YYYY | Goods and Services |
| L | Batch Number | Batch Production Number indicated on the goods if required | | | | | Goods |
| M | Piece Number | The specific number of the package as a constituent of a number of packages delivered to complete one order. | | 6 | alphanumeric | | Goods |

DEFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]
Address: Apache Delivery Team, DE&S Helicopters, Building 100, Box 188, Leonardo Helicopters, Lysander Road, Yeovil, BA20 2YB
Email: [REDACTED]

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

Name: [REDACTED]
Address Apache Delivery Team, DE&S Helicopters, Building 100, Box 188, Leonardo Helicopters, Lysander Road, Yeovil, BA20 2YB
Email: [REDACTED]

3. Packaging Design Authority Organisation & point of contact:

Not Applicable
(Where no address is shown please contact the Project Team in Box 2)
 Not Applicable

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

Branch/Name: Not Applicable
 Not Applicable
(b) U.I.N. Not Applicable

5. Drawings/Specifications are available from Not Applicable

6. Intentionally Blank

7. Quality Assurance Representative: [REDACTED] DES Hqs-QualityMgr
Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

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

9. Consignment Instructions The items are to be consigned as follows: Not Applicable

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

www.freightcollection.com

11. The Invoice Paying Authority

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

☎ 0151-242-2000 Fax: 0151-242-2809

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

12. Forms and Documentation are available through *:

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

Applications via fax or email: DESLSLS-OpsFormsandPubs@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>
DEFCONS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/defcon.htm>
Archived DEFCONS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/archive.htm>
DEFFORMS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec.htm>
Archived DEFFORMS: https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec_archive.htm
SC1A <http://aof.uwh.diiif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template1a.htm>
SC1B <http://aof.uwh.diiif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template1b.htm>
SC2 <http://aof.uwh.diiif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template2.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

Supplier Contractual Deliverables

| Name | Description | Due | Responsible Party |
|--|---|--|-----------------------|
| Contract Item 1 - Cart 3: Annual Service and Repair of ECS Cart | Cart 3: Annual Service and Repair of ECS Cart including collection and delivery to and from Wattisham | 25/06/2019 25/07/2020 25/08/2021 | Supplier Organization |
| Contract Item 1 - Cart 4: Annual Service and Repair of ECS Cart | Cart 4: Annual Service and Repair of ECS Cart including collection and delivery to and from Wattisham | 25/06/2019 25/07/2020 25/08/2021 | Supplier Organization |
| Obligation DEFCON 21 (Edn 10/04) Clause - 3a - Maintenance of Deliverables (reminder) | To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract. | | Supplier Organization |
| Obligation DEFCON 91 (Edn 11/06) Clause - 5b - Software as required | A copy of the Software as is required for performance of obligations to be retained. | | Supplier Organization |
| Obligation DEFCON 117 (Edn 10/13) Clause - 3a - Technical Data to Codification Authority or representative | Provision of Technical Data to the Codification Authority or the Authority's Agent specified by the Codification Authority. | | Supplier Organization |
| Import Licences Condition 8.d | Apply for and obtain all necessary licences | | Supplier Organization |
| Marking of Hazardous Deliverables Condition 9.b | Ensure packaging is marked in accordance with the contract | | Supplier Organization |
| Contract Data Sheet Condition 9.c | provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such. | | Supplier Organization |
| Marking of Articles Condition 11 | Articles to be marked in accordance with the contract. | | Supplier Organization |

| Progress Meetings Condition | Attendance at progress meetings in accordance with the contract | Supplier Organization |
|--|---|-----------------------|
| 13 | Attendance at progress meetings in accordance with the contract | Supplier Organization |
| Payment Condition 14.b | Submission of Invoices | Supplier Organization |
| Payment Condition 14.c | Payment | Supplier Organization |
| Termination Condition 16, 17, 18 | Written notice of Termination due to corrupt Gifts as stipulated in the contract | Supplier Organization |
| Contract Item 1 - Cart 6: Annual Service and Repair of ECS Cart | Cart 6: Annual Service and Repair of ECS Cart including collection and delivery to and from Wattisham | Supplier Organization |
| Contract Item 1 - Cart 5: Annual Service and Repair of ECS Cart | Cart 5: Annual Service and Repair of ECS Cart including the collection and delivery to and from Wattisham | Supplier Organization |
| Contract Item 1 - Cart 14: Annual Service and Repair of ECS Cart | Cart 14: Annual Service and Repair of ECS Cart including collection and delivery to and from Wattisham | Supplier Organization |
| Contract Item 1 - Cart 7: Annual Service and Repair of ECS Cart | Cart 7: Annual Service and Repair of ECS Cart including collection and delivery to and from Wattisham | Supplier Organization |
| Contract Item 1 - Cart 8: Annual Service and Repair of ECS Cart | Cart 8: Annual Service and Repair of ECS Cart including collection and delivery to and from Wattisham | Supplier Organization |
| Contract Item 1 - Cart 9: Annual Service and Repair of ECS Cart | Cart 9: Annual Service and Repair of ECS Cart including collection and delivery to and from Wattisham | Supplier Organization |
| Contract Item 1 - Cart 10: Annual Service and Repair of ECS Cart | Cart 10: Annual Service and Repair of ECS Cart including collection and delivery to and from Wattisham | Supplier Organization |
| Contract Item 1 - Cart 11: Annual Service and Repair of ECS Cart | Cart 11: Annual Service and Repair of ECS Cart including collection and delivery to and from Wattisham | Supplier Organization |
| Contract Item 1 - Cart 12: Annual Service and Repair of ECS Cart | Cart 12: Annual Service and Repair of ECS Cart including collection and delivery to and from Wattisham | Supplier Organization |
| Contract Item 1 - Cart 13: Annual Service and Repair of ECS Cart | Cart 13: Annual Service and Repair of ECS Cart including collection and delivery to and from Wattisham | Supplier Organization |

| | | | |
|--|--|--|-----------------------|
| Contract Item 1 - Cart 15: Annual Service and Repair of ECS Cart | Cart 15: Annual Service and Repair of ECS Cart including collection and delivery to and from Wattisham | 25/06/2019 25/06/2020 25/07/2021 | Supplier Organization |
| Contract Item 1 - Cart 1: Annual Service and Repair of ECS Cart | Cart 1: Annual Service and Repair of ECS Cart including collection and delivery to and from Wattisham | 18/01/2020 18/02/2021 18/03/2022 | Supplier Organization |
| Contract Item 1 - Cart 2: Annual Service and Repair of ECS Cart | Cart 2: Annual Service and Repair of ECS Cart including collection and delivery to and from Wattisham | 12/09/2019 12/10/2020 12/11/2021 | Supplier Organization |

Buyer Contractual Deliverables

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

Quality Assurance Conditions

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

Certificates of Conformity shall be provided in accordance with DEFCON 627 .