*DF47ST Edn 09/21*

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|  | Our Reference: DNO/302 |
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|  | Date:01/08/2023 |
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Dear Sir/Madam,

Invitation To: Tender Reference Number: DNO/302 - NSSG Next Gen Activity

[Redacted-Commercial]

**Invited Suppliers**

| **Supplier Name** |
| --- |

Cogent Skills Ltd

| **Supplier Address** |
| --- |

720 Mandarin Court,

Centre Park,

Warrington,

WA1 1GG

| **Contact Name** |
| --- |

[Redacted-Personal]

| **Contact Email** |
| --- |

[Redacted-Personal]

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**SC1A ITT - Non-Competitive**

**Contents - Non-Comp**

**SC1A Non- Comp**

**(Edn05/23)**

**Ministry of Defence**

**Invitation to Tender (ITT)**

**Less Complex Requirements**

**(Non-Competitive)**

|  |  |
| --- | --- |
| To:  Cogent Skills Ltd  720 Mandarin Court,  Centre Park,  Warrington,  WA1 1GG | ITT Reference No: DNO/302  ITT Issue Date: [Redacted-Commercial]  Due for return by (Due Date): [Redacted-Commercial] |
|  | From:  Josh Phillips  (MOD Commercial Branch)  Address:  DNO, MOD Abbey Wood, Bristol, BS34 8JH  Tel No: N/A  Fax No: N/A  Email: [Redacted-Personal] |

**This ITT consists of:**

1. Invitation to Tender – Less Complex Requirements – Non-Competitive Procurement (this document).

2. Annex A - Offer.

4. Purchase Order, including the Schedule of Requirements.

5. MOD Terms and Conditions for Less Complex Requirements.

**The Tenderer should return:**

1. Completed Annex A to this ITT.

2. Completed Purchase Order.

[Any other relevant documentation for requirement e.g. Technical Drawings, Safety Data Sheet, etc].

**Invitation to Tender - Non-Comp**

**Notices To Tenderers**

1. You are invited to Tender, in accordance with the following Conditions, for the supply of Deliverables detailed in the accompanying ITT Material. This ITT has been issued only to the addressee; it is not an invitation to participate in competitive tendering. Any inferred reference to competitive tendering in this document is to be construed as a reference to a single Tender. The issue of an ITT is not a commitment by the Secretary of State for Defence - ‘the Authority’ - to place an order as a result of the tendering exercise or at a later stage. Any expenditure, work or effort undertaken prior to an offer of Contract and acceptance thereof, is a matter solely for the commercial judgement of your company. The Authority reserves the right to:

a. undertake an iterative tendering process following receipt of the Tender;

b. waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority;

c. seek clarification or documents in respect of a Tenderer's submission;

d. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;

e. disqualify any Tenderer that is guilty of serious misrepresentation in relation to their Tender, expression of interest, the PQQ or the Tender process;

f. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;

g. choose not to award any Contract as a result of the current procurement process; and / or

h. make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

**Publicity Announcement**

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

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

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

a. Contractor’s Name;

b. Nature of the Deliverables to be supplied;

c. Award criteria;

d. Rationale for Contract award; and

e. Total price of the Contract awarded.

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

**Codes of Practice**

6. The attention of Tenderers is drawn to the agreements that have been reached by the MOD / Industry Commercial Policy Group (CPG) on Codes of Practice. The Codes of Practice are intended to demonstrate a commitment by the MOD and its suppliers to the establishment of better working relationships in the supply chain, based on openness and trust. The opportunity also exists for Tenderers to advertise any subcontract valued at over £10,000 in the Defence Sourcing Portal and further details can be obtained directly from: <https://www.gov.uk/guidance/subcontract-advertising>. This process is managed by the Strategic Supplier Management team who can be contacted at: [DefComrclSSM-Suppliers@mod.gov.uk](mailto:DefComrclSSM-Suppliers@mod.gov.uk).

**Submission of Tender**

7. Tenderers must:

a. Sign and date Part A (but not Part C) (“Effective date”) of the Offer and Acceptance box on both copies of the Purchase Order, scan and return them both as a PDF as part of their Tender. The Terms and Conditions are to be kept by the Tenderer for their records.

b. Complete the Consignor Box with the name and address of the Consignor where the MOD stipulates that the Deliverables will be transported by the MOD (as defined in the Purchase Order under the Transport Instructions box);

c. Complete the Schedule to the Purchase Order by populating the Delivery Date column (if stated to do so), the Firm Price (£) Ex VAT sub columns (Per Item and Total including packing), finally completing the Total Firm Price at the bottom of the Schedule.

d. Sign, scan and return one copy of the Tender form at Annex A to this Invitation to Tender – Less Complex Requirements – Non-Competitive Procurement, as a PDF as part of their Tender.

e. Provide any other information requested in this Invitation to Tender.

8. Tenders must be submitted electronically via the Defence Sourcing Portal.

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

10. The electronic copy of the Tender must be compatible with MS Office Word and other MS Office applications. If you password protect or encrypt any information containing prices, you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.

11. The Defence Sourcing Portal is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded. Please contact [insert Commercial Officer email or telephone number] if you have a requirement to submit documents above OFFICIAL SENSITIVE.

12. Tenderers must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the Defence Sourcing Portal. You must contact the MOD Commercial Officer named above to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

13. If you have any difficulty accessing the Defence Sourcing Portal or if you have any questions with regards to the tendering exercise itself, please contact the MOD Commercial Officer named above.

14. Any request for an extension of the period for tendering must be submitted on the DSP at least four (4) Business Days before the Tender return date. Any extension will be at the sole discretion of the Authority. All correspondence connected with your Tender which requires attention before the Tender return date, or communications stating that no Tender will be submitted, must be submitted on the DSP.

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

**Formation of Contract**

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

**Instruction to Tenderers**

[Redacted-Commercial]

**Special Notices and Instructions to Tenderers**

[Redacted-Commercial]

**Standardised Contracting Terms**

**[Redacted-Commercial]**

**Purchase Order**

**PURCHASE ORDER**

**SC1A PO**

**(Edn04/23)**

**Contract No: DNO/302**

**Contract Name:** NSSG – Next Gen

**Dated:** 01/08/2023

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

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| **Contractor** | **Quality Assurance Requirement (Clause 8)** |
| Name: Cogent Skills Ltd  Registered Address:  720 Mandarin Court,  Centre Park,  Warrington,  WA1 1GG | Is a Deliverable Quality Plan required for this Contract? (delete as appropriate)    [Redacted-Commercial]  Other Quality Requirements:  [Redacted-Commercial] |

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| **Consignor (if different from Contractor’s registered address)** | **Transport Instructions (Clause 10)** |
| **Name:**  Address: | N/A |

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| **Progress Meetings (Clause 14)** | **Progress Reports (Clause 14)** |
| The Contractor shall be required to attend the following meetings:    N/A | The Contractor is required to submit the following Reports:  N/A |

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| **Payment (Clause 15)** |
| **Payment is to be enabled by CP&F.** |

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| **Forms and Documentation** | **Supply of Hazardous Deliverables (Clause 9)** |
| Forms can be obtained from the following websites:  The MOD Forms and Documentation referred to in the Conditions are available free of charge from:    Applications via email:  If you require this document in a different format (i.e. in a larger font) please contact the Authority’s Representative (Commercial Officer), detailed below. | A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement) and, if applicable, UK REACH compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor’s statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:  (1) Hard copies to be sent to:  (2) Emails to be sent to:  b.  SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team |

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| **Contractor’s Sensitive Information (Clause 5). Not to be published.**  This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information. |
| Description of Contractor’s Sensitive Information:  [Redacted-Commercial] |
| Cross reference to location of Sensitive Information:  [Redacted-Commercial] |
| Explanation of Sensitivity:  [Redacted-Commercial] |
| Details of potential harm resulting from disclosure:  [Redacted-Commercial] |
| Period of Confidence (if Applicable):  [Redacted-Commercial] |
| Contact Details for Transparency / Freedom of Information matters:  Name: [Redacted-Personal]  Position: [Redacted-Personal]  Address: 720 Mandarin Court,  Centre Park,  Warrington,  WA1 1GG  Telephone Number: [Redacted-Personal]  E-mail Address: [Redacted-Personal] |

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| **Offer and Acceptance** | |
| A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for [ ] days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).  Name (Block Capitals): [Redacted-Personal]  Position: [Redacted-Personal]  For and on behalf of the Contractor  [Redacted-Personal]  Authorised Signatory …  Date: 4th August 2023 | B) Acceptance  Name (Block Capitals): [Redacted-Personal]  Position: [Redacted-Personal]  For and on behalf of the Authority  Authorised Signatory: [Redacted-Personal]  Date: 14/08/2023 |
| **C) Effective Date of Contract: 14/08/2023**  **D) End date of Contract: 30/09/2023** | |

**SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF: DNO/302 NSSG – Next Gen Activity**

[Redacted-Commercial]