



DEF COMMERCIAL

Tender Number :
FLEET/00376

Description:
Replace out of date and worn pictures of CBRNDC and fire fighting within
Triumph Squadron

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Note: If delivery requirement is blank, please refer to separate instructions/requirements

1. SCHEDULE OF REQUIREMENTS

	MINISTRY OF DEFENCE	
Name and Address of Contractor . . .	Schedule of Requirements to Replace out of date and worn pictures of CBRNDC and fire fighting within Triumph Squadron as per the Statement of Requirement (SOR) .	Contract No

Requirements

TERMS AND CONDITIONS OF CONTRACT

The following Defence Conditions shall apply, where appropriate

2. GENERAL CONDITIONS

DEFCON501 (Edn.12/14) - Definitions and Interpretations

DEFCON503 (Edn.12/14) - Formal Amendments To Contract

DEFCON515 (Edn.10/04) - Bankruptcy and Insolvency

DEFCON516 (Edn.04/12) - Equality

DEFCON518 (Edn.11/12) - Transfer

DEFCON520 (Edn.07/11) - Corrupt Gifts and Payments of Commission

DEFCON526 (Edn.08/02) - Notices

DEFCON527 (Edn.09/97) - Waiver

DEFCON529 (Edn.09/97) - Law (English)

DEFCON530 (Edn.12/14) - Dispute Resolution (English Law)

DEFCON531 (Edn.11/14) - Disclosure of Information

DEFCON532A (Edn.06/10) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON537 (Edn.06/02) - Rights of Third Parties

DEFCON538 (Edn.06/02) - Severability

DEFCON539 (Edn.08/13) - Transparency

DEFCON566 (Edn.07/14) - Change of Control of Contractor

DEFCON616 (Edn.10/98) - Competition/Alternative Sourcing

3. SPECIFICATIONS, PLANS, ETC

DEFCON129 (Edn.03/14) - Packaging (For Articles other than Munitions)

DEFCON129J (Edn.07/08) - The Use Of The Electronic Business Delivery Form

DEFCON502 (Edn.06/14) - Specifications Changes

DEFCON602B (Edn.12/06) - Quality Assurance (Without Deliverable Quality Plan)

4. PRICE

DEFCON618 (Edn.12/02) - Standing Offer

5. INTELLECTUAL PROPERTY RIGHTS

DEFCON90 (Edn.11/06) - Copyright

6. LOANS

DEFCON76 (Edn.12/06) - Contractor's Personnel at Government Establishments

7. DELIVERY

DEFCON5 (Edn.07/99) - MOD Form 640 - Advice and Inspection Note

DEFCON5J (Edn.07/08) - Unique Identifiers

Where used in conjunction with contracts for services, Clause 2 of the DEFCON shall not apply.

DEFCON92 (Edn.08/90) - Failure of Performance

DEFCON507 (Edn.10/98) - Delivery

DEFCON524 (Edn.10/98) - Rejection

DEFCON525 (Edn.10/98) - Acceptance

DEFCON612 (Edn.10/98) - Loss of or Damage to the Articles

DEFCON614 (Edn.09/03) - Default

DEFCON621B (Edn.10/04) - Transport (if the Contractor is responsible for transport).

8. PAYMENTS/RECEIPTS

DEFCON509 (Edn.09/97) - Recovery of Sums Due

DEFCON513 (Edn.06/10) - Value Added Tax

DEFCON522 (Edn.07/99) - Payment

DEFCON522J (Edn.05/03) - Payment under P2P

DEFCON523 (Edn.03/99) - Payment of Bills Using the Bankers Automated Clearing Service (BACS) System

The following special conditions shall also apply:

SPECIAL CONDITIONS OF CONTRACT

9. PRICE

- 9.1 The price stated in the Schedule of Requirement to FLEET/00376, is the **Firm Price** (ex VAT) of all work and should be carried out in accordance with the Terms and Conditions in full and proper performance of the Contract.

10. PAYMENT

- 10.1 All claims for payment shall be submitted upon satisfactory delivery and acceptance by the Project Manager (details at Section 2 of DEFFORM 111 attached), using MOD Form AG173 and supported with a breakdown of the costs.
- 10.2 The MOD Form AG173 shall be submitted for validation and authorisation to the Project Manager (details at Section 2 of DEFFORM 111 attached).
- 10.3 The authorised MOD Form AG173 shall be returned to the Contractor for onward transmission, complete with DAB 10, to DBS Finance, Liverpool for Payment (details at Section 11 of DEFFORM 111 attached)
- 10.4 Any MOD Form AG173's incorrectly completed will be rejected by the Project Manager (details at Section 11 of the DEFFORM 111 attached) and returned to the Contractor for correction and resubmission. Items listed within the MOD Form AG173 must only include what has been agreed in the Schedule of Requirements.

11. DURATION OF CONTRACT

- 11.1 The contract shall commence on the date of acceptance and will remain in force until the work has been completed.

12. ACCEPTANCE & DELIVERY

- 12.1 The acceptance and delivery of the service shall be deemed to have taken place once all work, described in the Statement of Requirement has been completed to the Authority's satisfaction.

13. SCOPE

- 13.1 As per the Statement of Requirement

14. DEMANDING AUTHORITY

- 14.1 As at Section 2 of DEFFORM 111 attached.

15. INSURANCE

- 15.1 The Contractor shall confirm to the Project Manager (details as per Box 2 of DEFFORM 111) that adequate public liability insurance is held and valid for the entire period of works detailed in this Contract.

16. HEALTH & SAFETY

- 16.1 The Contractor shall notify the Authority of any changes made to his health and safety policy or practice during the period of the Contract.

17. CONTRACTOR'S PERSONNEL

- 17.1 The Contractor shall ensure that all services performed by the Contractor are completed using appropriately qualified and competent personnel. All work undertaken under this Contract shall be completed in a professional and workmanlike manner to the complete satisfaction of the Designated Officer (DO).

17.2 The Contractor shall be fully responsible for all aspects of work carried out under the Contract, including that work carried out by his Sub-Contractors. The Contractor should adequately demonstrate the ability of personnel proposed to undertake the work required and compliance with the skill sets required. The Contractor must provide details on all sub contractors to be used as part of this Contract.

17.3 The Contractor shall take all reasonable steps to avoid changes of personnel assigned to and accepted for the work under the Contract. Except whenever changes are unavoidable or of a temporary nature caused by sickness etc., the Contractor shall give at least one month's notice to the Authorised Officer.

18. **PERFORMANCE OF TASK**

18.1 The services rendered under the Contract shall be to the requirements specified on the Schedule of Requirements and to the satisfaction of the Designated Officer (DO).

19. **P2P (PURCHASE TO PAYMENT) IMPLEMENTATION**

19.1 During the period of the Contract, the Authority may be mandated to change from a manual system of tasking/receipt/payment to an electronic system. The planned implementation date cannot be confirmed at the time of this Offer of Contract. However, the Contractor must provide a firm price reflecting any change in their prices to accommodate the implementation of P2P. Should P2P be implemented the following changes shall be implemented:

- DEFCON 5J (Edn 07/08) will supersede DEFCON 5 (Edn 07/99) and any other conditions which are linked to DEFCON 5 (Edn 07/99) shall operate under DEFCON 5J (Edn 07/08)
- The completed version of DEFFORM 30 (Edn 10/05) shall apply to the Contract and the Contractor will utilise the Defence Electronic Commerce Service (DECS) or shall enter into an agreement with a third party to interface with the Authority via DECS.

20. **TERMINATION**

20.1 The Contract may be terminated, or individual requirements cancelled, at any time by the Authority, subject to thirty days' written notice being given to the Contractor (via the Commercial Branch). The Contractor shall be entitled to reclaim any costs directly attributable to the termination or cancellation, subject to evidence that these would not have arisen in the normal course of the Contractor's business, but shall not be entitled to any other costs as a result of the termination or cancellation.

21. **PUBLICITY**

21.1 The Contractor shall not, without the prior written consent of the Authority, advertise or publicly announce that work is being undertaken for the Authority.

21.2 No information regarding the services being provided under the Contract or facilities to photograph or film shall be given or permitted by the Contractor except with the prior written permission of the Authority to whom any press or other enquiry on any such matter should be referred.

Appendix - Addresses and Other Information

1. Commercial Officer

Def Comrcl CC-Navy 25
Room 302, Building 1/080,
Jago Road , HMNB Portsmouth
Hampshire PO1 3LU
Email:

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

Email:

3. Packaging Design Authority

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

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

Tel No:

(b) U.I.N. –

5. Drawings/Specifications are available from

6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to

(where no address is shown the mauve copy should be destroyed)

7. Quality Assurance Representative:

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

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

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397
2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

9. Consignment Instructions

The items are to be consigned as follows:

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

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 Tel 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com

11The Invoice Paying Authority (see Note 1)

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

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 Arcott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: [DESLCSLS-](mailto:DESLCSLS-@mod.uk)
OpsFormsandPubs@mod.uk

NOTES

1. **Forms.** Hard copies, including MOD Form 640 are available from address in Box 12. , All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

2.* Many DEFCONs and DEFFORMs can also be obtained from the MOD Internet Website;

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

For Official Use Only Recoverable YES ☐ NO ☐

Issue of Government Property YES ☐ NO ☐

VAT Contractor - Country of Origin (delete those not applicable)

UK ☐ Non-UK (non-EU Country) ☐ Non-UK (EU Country) ☐

If EC specify country:

Outside the scope	<input type="checkbox"/>	Item Nos	<input type="text"/>
Exempt	<input type="checkbox"/>	Item Nos	<input type="text"/>
Taxable Zero Rate	<input type="checkbox"/>	Item Nos	<input type="text"/>
Taxable - Std Rate	<input checked="" type="checkbox"/>	Item Nos	All

(where a contract is with an overseas contractor JSP 916 should be consulted)

Finance Branch	NAVY FIN-TRG RMT SFA DESKOFFR
Local Project Code	FLEET/00376
Requisition No	94919
Proj Man Reference	MWS
Place of manufacture	<input type="text"/>
Place of packaging	<input type="text"/>
Contractor's Tel	<input type="text"/>

Ministry of Defence

**RELEVANT FORM DETAILS FOR DEFCON 522 PAYMENT
CONDITION**

**This form must be completed and attached to each contract containing
DEFCON 522.**

Contract Number: FLEET/00376

Line Item plus further description if necessary	Relevant Form	Representative of the Authority ¹
ALL	MOD Form AG173	

STATEMENT OF REQUIREMENTS**GENERAL**

101. The CBRNDC & FF school (Triumph Squadron) conducts essential training for Phase One, trained strength such as ships teams and embarked forces; and youth training such as Sea Cadets. Almost all the media mounted on the Schools walls to inform and inspire those attending is outdated and tired..

SCOPE

102. To replace outdated media in the form of ceiling to floor durable wall coverings in the CBRNDC & Fire Fighting School (HMS Triumph)
103. Requirement for 11 Vinyl Wall coverings and 2 x framed posters
104. The Pictures are to show current equipment and up to date photographs of training at the school and are to be of the highest quality graphics
105. The definition of the pictures must be able to be magnified many times with no loss of picture quality or blurring.
106. The vinyl wall coverings are to be of hard wearing waterproof synthetic vinyl that can be easily fitted to any surface with no UV fading and which are vandal proof.
107. Measurements : 2040mm x 626mm
 4587mm x 2470mm
 4912mm x 2626mm
 3069mm x 2656mm
 3127mm x 2045mm
 3166mm x 1226mm
 2 x Framed Posters (594mm x 841mm each)
 4909mm x 3581mm
 3683mm x 3200mm (Minus Door)
 3656mm x 3581mm (Minus Door)
 3666mm x 3200mm (Minus Door)
 3653mm x 3200mm
108. Supply and installation to be included

WORKING HOURS

109. The contractor will normally be required to work within the normal working hours of the Establishment i.e. 0800-1600 Monday to Friday..

MISCELLANEOUS INFORMATION

- | | |
|----------------------------|-------------|
| 110. Establishment | HMS Raleigh |
| 111. Requirement Reference | FLEET/00376 |

112. Triumph Squadron Representative

ISSUE 1