

**Contract**

**701573390 –**

**PROVISION OF NIDA SUPPORT**

**1 July 2021 to 31 March 2023**

|  |  |
| --- | --- |
| Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern IrelandTeam Name and Address:Navy CommercialMP1.1, NCHQLeach BuildingWhale IslandPortsmouthPO2 8BY | And Innovative Technology Projects Ltd Contractor Address:Unit 27, Stephenson Road Industrial Estate, St. Ives, CambridgeshirePE27 3WJ  |

**SC1A (Edn 06/21)**

**1 Definitions - In the Contract:**

**The Authority** means the Secretary of State for Defence of the

United Kingdom of Great Britain and Northern Ireland, (referred to

in this document as "the Authority"), acting as part of the Crown;

**Business Day** means 09:00 to 17:00 Monday to Friday,

excluding public and statutory holidays;

**Contract** means the agreement concluded between the

Authority and the Contractor, including all terms and conditions,

associated purchase order, specifications, plans, drawings,

schedules and other documentation, expressly made part of the

agreement in accordance with Clause 2.c;

**Contractor** means the person, firm or company specified as

such in the purchase order. Where the Contractor is an individual

or a partnership, the expression shall include the personal

representatives of the individual or of the partners, as the case

may be;

**Contractor Commercially Sensitive Information** means the

information listed as such in the purchase order, 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 to the

purchase order;

**Effective Date of Contract** means the date stated on the

purchase order or, if there is no such date stated, the date upon

which both Parties have signed the purchase order;

**Firm Price** means a price excluding Value Added Tax (VAT)

which is not subject to variation;

**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 purchase order or the documents expressly

referred to therein, the conflict shall be resolved according to the

following descending order of priority:

(1) the terms and conditions;

(2) the purchase order; and

(3) the documents expressly referred to in the purchase

order.

d. Neither Party shall be entitled to assign the Contract (or any

part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially

enforcing any provision of the Contract shall not be construed as

a waiver of its rights or remedies. No waiver in respect of any

right or remedy shall operate as a waiver in respect of any other

right or remedy.

f. The Parties to the Contract do not intend that any term of the

Contract shall be enforceable by virtue of the Contracts (Rights of

Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out

of or in connection with it shall be governed by and construed in

accordance with English Law, and subject to Clause 15 and

without prejudice to the dispute resolution procedure set out

therein, the Parties submit to the exclusive jurisdiction of the

English courts. Other jurisdictions may apply solely for the

purpose of giving effect to this Clause 2.g and for enforcement of

any judgement, order or award given under English jurisdiction.

**3 Application of Conditions**

a. The purchase order, these terms and conditions and the

specification govern the Contract to the entire exclusion of all

other terms and conditions. No other terms or conditions are

implied.

b. The Contract constitutes the entire agreement and

understanding and supersedes any previous agreement between

the Parties relating to the subject matter of the Contract.

**4 Disclosure of Information**

Disclosure of information under the Contract shall be managed in

accordance with DEFCON 531 (SC1).

**5 Transparency**

a. 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 purchase

order;

(4) marked with the number of the Contract; and

(5) delivered by hand, prepaid post (or airmail), facsimile

transmission or, if agreed in the purchase order, by

electronic mail.

b. Notices shall be deemed to have been received:

(1) if delivered by hand, on the day of delivery if it is the

receipient’s Business Day and otherwise on the first

Business of the recipient immediately following the day of

delivery;

(2) if sent by prepaid post, on the fourth Business Day

(or the tenth Business Day in the case of airmail) after the

day of posting;

(3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours

on a Business Day (recipient’s time) on completion

of receipt by the sender of verification of the

transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on

the first Business Day (recipient’s time) following

the completion of receipt by the sender of

verification of transmission from the receiving

instrument.

**7 Intellectual Property**

a. The Contractor shall as its sole liability keep the Authority fully

indemnified against an infringement or alleged infringement of

any intellectual property rights or a claim for Crown use of a UK

patent or registered design caused by the use, manufacture or

supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any

infringement claim made against it relating to any Contractor

Deliverable and, subject to any statutory obligation requiring the

Authority to respond, shall permit the Contractor to have the right,

at its sole discretion to assume, defend, settle or otherwise

dispose of such claim. The Authority shall give the Contractor

such assistance as it may reasonably require to dispose of the

claim and will not make any statement which might be prejudicial

to the settlement or defence of the claim

**8 Supply of Contractor Deliverables and Quality Assurance**

a. This Contract comes into effect on the Effective Date of

Contract.

b. The Contractor shall supply the Contractor Deliverables to the

Authority at the Firm Price stated in the Schedule to the purchase

order.

c. The Contractor shall ensure that the Contractor Deliverables:

(1) correspond with the specification;

(2) are of satisfactory quality (within the meaning of the

Sale of Goods Act 1979, as amended) except that fitness

for purpose shall be limited to the goods being fit for the

particular purpose held out expressly by or made known

expressly to the Contractor and in this respect the

Authority relies on the Contractor’s skill and judgement;

and

(3) comply with any applicable Quality Assurance

Requirements specified in the purchase order.

d. The Contractor shall apply for and obtain any licences

required to import any material required for the performance of

the Contract in the UK. The Authority shall provide to the

Contractor reasonable assistance with regard to any relevant

defence or security matter arising in the application for any such

licence.

**9 Supply of Data for Hazardous Contractor Deliverables**

a. The Contractor shall establish if the Contractor Deliverables

are, or contain, Dangerous Goods as defined in the Regulations

set out in this Clause 9. Any that do shall be packaged for UK or

worldwide shipment by all modes of transport in accordance with

the following unless otherwise specified in the Schedule to the

purchase order:

(1) the Technical Instructions for the Safe Transport of

Dangerous Goods by Air (ICAO), IATA Dangerous Goods

Regulations;

(2) the International Maritime Dangerous Goods (IMDG)

Code;

(3) the Regulations Concerning the International

Carriage of Dangerous Goods by Rail (RID); and

(4) the European Agreement Concerning the

International Carriage of Dangerous Goods by Road

(ADR).

b. Certification markings, incorporating the UN logo, the

package code and other prescribed information indicating that the

package corresponds to the successfully designed type shall be

marked on the packaging in accordance with the relevant

regulation.

c. As soon as possible and in any event within the period

specified in the purchase order (or if no such period is specified

no later than one month prior to the delivery date), the Contractor

shall provide to the Authority’s representatives in the manner and

format prescribed in the purchase order:

(1) confirmation as to whether or not to the best of its

knowledge any of the Contractor Deliverables are

Hazardous Contractor Deliverables; and

(2) for each Hazardous Contractor Deliverable, a Safety

Data Sheet containing the data set out at Clause 9.d,

which shall be updated by the Contractor during the

period of the Contract if it becomes aware of any new

relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be

provided in accordance with the extant UK REACH Regulation and any additional information required by the Health

and Safety at Work etc. Act 1974 and shall contain:

(1) information required by the Classification, Labelling

and Packaging (GB CLP) Regulation or any

replacement thereof; and

(2) where the Hazardous Contractor Deliverable is,

contains or embodies a radioactive substance as defined

in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and

(3) where the Hazardous Contractor Deliverable has

magnetic properties, details of the magnetic flux density at

 a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data

Sheets provided to the Authority in accordance with Clause 9.d

for 4 years after the end of the Contract and shall make them

available to the Authority’s representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal

obligation of the Authority or the Contractor.

g. Where delivery is made to the Defence Fulfilment Centre

(DFC) and / or other Team Leidos location / building, the

Contractor must comply with the Logistic Commodities and

Services Transformation (LCST) Supplier Manual.

**10 Delivery / Collection**

a. The purchase order shall specify whether the Contractor

Deliverables are to be delivered to the consignee by the

Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from

the Contractor to the Authority on delivery or on collection in

accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the

Contractor Deliverables within a reasonable time after title and

risk has passed to the Authority unless it has rejected the

Contractor Deliverables within the same period.

1. **Marking of Contractor Deliverables**

a. Each Contractor Deliverable shall be marked in accordance

with the requirements specified in the purchase order or if no

such requirement is specified, the Contractor shall mark each

Contractor Deliverable clearly and indelibly in accordance with the

requirements of the relevant DEF-STAN 05-132 as specified in

the contract or specification. In the absence of such

requirements, the Contractor Deliverables shall be marked with

the MOD stock reference, NATO Stock Number (NSN) or

alternative reference number shown in the Contract.

b. Any marking method used shall not have a detrimental effect

on the strength, serviceability or corrosion resistance of the

Contractor Deliverables.

c. The marking shall include any serial numbers allocated to the

Contractor Deliverable.

d. Where because of its size or nature it is not possible to mark

a Contractor Deliverable with the required particulars, the

required information should be included on the package or carton

in which the Contractor Deliverable is packed, in accordance with

condition 12 (Packaging and Labelling (excluding Contractor

Deliverables containing Ammunition or Explosives)).

**12 Packaging and Labelling of Contractor Deliverables**

**(Excluding Contractor Deliverables Containing Ammunition**

**or Explosives)**

The Contractor shall pack or have packed the Contractor

Deliverables in accordance with any requirements specified in the

purchase order and Def Stan 81-041 (Part 1 and Part 6).

**13 Progress Monitoring, Meetings and Reports**

The Contractor shall attend progress meetings and deliver reports

at the frequency or times (if any) specified in the purchase order

and shall ensure that its Contractor’s representatives are suitably

qualified to attend such meetings. Any additional meetings

reasonably required shall be at no cost to the Authority.

**14 Payment**

a. Payment for Contractor Deliverables will be made by

electronic transfer and prior to submitting any claims for payment

under clause 14b the Contractor will be required to register their

details (Supplier on-boarding) on the Contracting, Purchasing and

Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in

accordance with clause 14a, the Authority will consider and verify

that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under

such an invoice no later than a period of 30 days from the date on

which the Authority has determined that the invoice is valid and

undisputed.

d. Where the Authority fails to comply with clause 14b and there

is undue delay in considering and verifying the invoice, the

invoice shall be regarded as valid and undisputed for the purpose

of clause 14c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by

the Authority shall not be construed as acceptance by the

Authority of the performance of the Contractor’s obligations nor as

a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority

reserves the right to set off any amount owing at any time from

the Contractor to the Authority against any amount payable by the

Authority to the Contractor under the Contract or under any other

contract with the Authority, or with any other Government

Department.

**15 Dispute Resolution**

a. The Parties will attempt in good faith to resolve any dispute or

claim arising out of or relating to the Contract through

negotiations between the respective representatives of the

Parties having authority to settle the matter, which attempts may

include the use of any alternative dispute resolution procedure on

which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant

to Clause 15.a the dispute shall be referred to arbitration and

shall be governed by the Arbitration Act 1996. For the purposes

of the arbitration, the arbitrator shall have the power to make

provisional awards pursuant to Section 39 of the Arbitration Act

1996.

c. For the avoidance of doubt it is agreed between the Parties

that the arbitration process and anything said, done or produced

in or in relation to the arbitration process (including any awards)

shall be confidential as between the Parties, except as may be

lawfully required in judicial proceedings relating to the arbitration

or otherwise. No report relating to anything said, done or

produced in or in relation to the arbitration process may be made

beyond the tribunal, the Parties, their legal representatives and

any person necessary to the conduct of the proceedings, without

the concurrence of all the Parties to the arbitration.

**16 Termination for Corrupt Gifts**

The Authority may terminate the Contract with immediate effect,

without compensation, by giving written notice to the Contractor at

any time after any of the following events:

a. where the Authority becomes aware that the Contractor, its

employees, agents or any sub-contractor (or anyone acting on its

behalf or any of its or their employees):

(1) has offered, promised or given to any Crown servant

any gift or financial or other advantage of any kind as an

inducement or reward;

(2) commits or has committed any prohibited act or any

offence under the Bribery Act 2010 with or without the

knowledge or authority of the Contractor in relation to this

Contract or any other contract with the Crown;

(3) has entered into this or any other contract with the

Crown in connection with which commission has been

paid or has been agreed to be paid by it or on its behalf,

or to its knowledge, unless before the contract is made

particulars of any such commission and of the terms and

conditions of any such agreement for the payment thereof

have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract

under Clause 16.a. the Authority shall:

(1) act in a reasonable and proportionate manner having

regard to such matters as the gravity of, and the identity of

the person committing the prohibited act;

(2) give due consideration, where appropriate, to action

other than termination of the Contract, including (without

being limited to):

(a) requiring the Contractor to procure the

termination of a subcontract where the prohibited

act is that of a Subcontractor or anyone acting on

its or their behalf;

(b) requiring the Contractor to procure the

dismissal of an employee (whether its own or that

of a Subcontractor or anyone acting on its behalf)

where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause

16.a.the Authority shall be entitled to purchase substitute

Contractor Deliverables from elsewhere and recover from the

Contractor any costs and expenses incurred by the Authority in

obtaining the Contractor Deliverables in substitution from another

supplier.

**17 Material Breach**

In addition to any other rights and remedies, the Authority shall

have the right to terminate the Contract (in whole or in part) with

immediate effect by giving written notice to the Contractor where

the Contractor is in material breach of its obligations under the

Contract. Where the Authority has terminated the Contract under

Clause 17 the Authority shall have the right to claim such

damages as may have been sustained as a result of the

Contractor’s material breach of the Contract.

**18 Insolvency**

The Authority shall have the right to terminate the contract if the

Contractor is declared bankrupt or goes into liquidation or

administration. This is without prejudice to any other rights or

remedies under this Contract.

**19 Limitation of Contractor’s Liability**

a. Subject to Clause 19.b the Contractor's liability to the

Authority in connection with this Contract shall be limited to £5m

(five million pounds).

b. Nothing in this Contract shall operate to limit or exclude the

Contractor's liability:

(1) for:

a. any liquidated damages (to the extent

expressly provided for under this Contract);

b. any amount(s) which the Authority is entitled to

claim, retain or withhold in relation to the

Contractor’s failure to perform or under-perform its

obligations under this Contract, including service

credits or other deductions (to the extent expressly

provided for under this Contract);

c. any interest payable in relation to the late

payment of any sum due and payable by the

Contractor to the Authority under this Contract;

d. any amount payable by the Contractor to the

Authority in relation to TUPE or pensions to the

extent expressly provided for under this Contract;

(2) under Condition 7 of the Contract (Intellectual

Property), and DEFCONs 91 or 638 (SC1) where

specified in the contract;

(3) for death or personal injury caused by the Contractor’s

negligence or the negligence of any of its personnel,

agents, consultants or sub-contractors;

(4) for fraud, fraudulent misrepresentation, wilful

misconduct or negligence;

(5) in relation to the termination of this Contract on the

basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the

Supply of Goods and Services Act 1982; or

(7) for any other liability which cannot be limited or

excluded under general (including statute and common)

law.

c. The rights of the Authority under this Contract are in addition

to, and not exclusive of, any rights or remedies provided by

general (including statute and common) law.

**20 The Project Specific DEFCONs and DEFCON SC Variants that apply to this Contract are:**

DEFCON 5J (Edn 11/16) - Unique Identifiers

DEFCON 14 (Edn 06/21) - Inventions And Designs Crown Rights And Ownership Of Patents And Registered Designs

DEFCON 16 (Edn 10/04) - Repair And Maintenance Information

DEFCON 21 (Edn 06/21) - Retention Of Records

DEFCON 76 SC1 (Edn 06/21) - Contractor's Personnel at Government Establishments

DEFCON 82 (Edn 06/21) – Special Procedures for Initial Spares

DEFCON 90 (Edn 06/21) - Copyright

DEFCON 113 SC1 (Edn 02/17) – Diversion Orders

DEFCON 129J SC1 (Edn 06/17) – The Use of the Electronic Business Delivery Form

DEFCON 502 SC1 (Edn 11/16) - Specifications Changes

DEFCON 503 SC1 (Edn 12/16) – Formal Amendments to Contract

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

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

DEFCON 538 (Edn 06/02) - Severability

DEFCON 566 Edn 10/20) - Change of Control of Contractor

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

DEFCON 620 SC1 (Edn 12/16) – Contract Change Control Procedure

DEFCON 627 SC1 (Edn 12/16) - Requirement for a Certificate of Conformity

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

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

**21 The special conditions that apply to this Contract are:**

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

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

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

The Contractor shall notify the Authority as soon as they become aware of any circumstance which will impact on their ability to deliver any of the requirements or meet any of the stated timescales.

Requirements to be delivered in accordance with this contract and, where it does not conflict with this contract, in line with proposal included in tender dated **25 Jun 2021.**

SC1A PO (Edn 03/21)

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**PURCHASE ORDER**

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 £122,976).

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| **Contractor** | **Quality Assurance Requirements (Clause 8)** |
| **Name:** Innovative Technology Projects Ltd**Registered Address:** Unit 27, Stephenson Road Industrial Estate, St. Ives, CambridgeshirePE27 3WJ | AQAP 2131 |
| **Consignor (if different from Contractor’s registered address)** | **Transport Instructions (Clause 10)** |
| Name: Address:  | Select method of transport of DeliverablesTo be Delivered by the Contractor [x] To be Collected by the Authority[ ] Each consignment of the Deliverablesshall be accompanied by a Delivery Note |

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| **Progress Meetings (Clause 13)** | **Progress Reports (Clause 13)** |
| The Contractor shall be required to attend the following meetings:To be arranged if and when required unless already detailed in Statement of Requirements. | The Contractor is required to submit the following Reports:To be arranged if and when required unless already detailed in Statement of Requirements. |

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| **Payment (Clause 14)** |
| Payment is to be enabled by CP&F. |
| **Forms and Documentation** | **Supply of Hazardous Deliverables (Clause 9)** |
| Forms can be obtained from the following websites:<https://www.aof.mod.uk/aofcontent/tactical/toolkit>(Registration is required). <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing><https://www.dstan.mod.uk/>(Registration is required).The MOD Forms and Documentation referred to in the Conditions are available free of charge from:Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C SiteLower ArncottBicester, OX25 1LP  (Tel. 01869 256197 Fax: 01869 256824)Applications via email:DESLCSLS-OpsFormsandPubs@mod.ukIf 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 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:a. The Commercial Officer detailed in the Purchase Order, and b. DSA-DLSR-MovTpt-DGHSIS@mod.ukby the following date:      or if only hardcopy is available to the addresses below:Hazardous Stores Information System (HSIS)Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019MOD Abbey Wood (North)Bristol BS34 8QW |

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| **DEFFORM 111****(Edn 03/21)****Appendix - Addresses and Other Information** |
|  | 1. **Commercial Officer:**

Name: Elizabeth MeatyardAddress: 4 Deck, NCHQ, Leach Building, Whale Island, Portsmouth, PO2 8BY Email: Elizabeth.meatyard100@mod.gov.uk🕿  |  | **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 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD🕿 44 (0) 161 233 5394 |  |
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|  | 1. **Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available):

Name: Address: Email 🕿  |  | **9. Consignment Instructions:**The items are to be consigned as follows:As detailed in Schedule of Requirements  |  |
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|  | 1. **Packaging Design Authority:**

Organisation and point of contact: (where no address is shown please contact the Project Team in Box 2)🕿 |  | **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 8JHAir Freight CentreIMPORTS 🕿 030 679 81113 / 81114 Fax 0117 913 8943EXPORTS 🕿 030 679 81113 / 81114 Fax 0117 913 8943Surface Freight CentreIMPORTS 🕿 030 679 81129 / 81133 / 81138 Fax 0117 913 8946EXPORTS 🕿030 679 81129 / 81133 / 81138 Fax 0117 913 8946B. **JSCS** JSCS Helpdesk 🕿 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 Users requiring an account to use the MOD Freight Collection Serviceshould contact DESWATERGUARD-ICS-Support@mod.gov.uk in thefirst instance. |  |
|  |
|  | 1. **(a) Supply/Support Management Branch or Order Manager**

**Branch/Name:**As per box 2🕿 **(b) U.I.N.**  |  |
|  |
|  | 1. **Drawings/Specifications are available from:**

 |  | **11. The Invoice Paying Authority:**Ministry of Defence 🕿 0151-242-2000DBS FinanceWalker House, Exchange Flags Fax: 0151-242-2809Liverpool, L2 3YL **Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>  |  |
|  |
|  | 1. **Intentionally Left Blank**
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|  | 1. **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] |  | **12. Forms and Documentation are available through \*:**Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C SiteLower ArncottBicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)**Applications via fax or email:** Leidos-FormsPublications@teamleidos.mod.uk |  |
|  |  |
|  |  | **\* NOTE****1.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>2. If the required forms or documentation are not available on the MOD Intranet site requests should be submitted through the Commercial Officer named in Section 1.  |  |
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|  |  | **Schedule of Requirements** |  |
|  |  | **Year 1** (July 2021 to 30 March 2022) | **Year 2** (31 March 2022 to 31 Mar 2023) |
| **Item** | **Description\*** | **Price Per Item** | **Estimated Annual Qty \*\*** | **Expected Annual Cost** | **Price Per Item** | **Estimated Annual Qty \*\*** | **Expected Annual Cost** |
| 1 | Digital Repair  |  |  |  |  |  |  |
| 2 | Loan module in factory repair |  |  |  |  |  |  |
| 3 | Annual test, calibration and critical safety modifications |  |  |  |  |  |  |
| 4 | Instructor and student manual updates |  |  |  |  |  |  |
| 5 | Familiarization training for new instructors |  |  |  |  |  |  |
|  |  | **Price Per Man Hour** | **Estimated Hours Annually** | **Expected Annual Cost** | **Price Per Man Hour** | **Estimated Hours Annually** | **Expected Annual Cost** |
| 6 | Repairs on site |  |  |  |  |  |  |
|  |  | Year 1 Max Total Liability |  | £ | Year 2 Max\*\*\* Liability |  |  £ |
|  | \*Quantities shown are expected numbers and not a guarantee of amounts required or due. \*\*Quantity ordered under the contract may differ dependent on The Authority requirements.\*\*\* Maximum | **Maximum Contract Liability**  | **£40,271.00** |

 **Statement of Requirements**

**Statement of Requirements**

**NIDA Support Contract Statement of Requirement (SOR)**

A requirement has been identified by the Training Equipment Project Management Team (TEPMT) to place a 2-year contract for In Service Support for NIDA located in Marlborough building (F107, F109, F111, F113, F120 and F199).

1. This In Service Support contract will bring support for NIDA under a contractual framework and enable one supplier to provide quick, time effective and cost-effective repairs to failures that occur. This will minimise unprogrammed time (UPT) and have minimal effect on the training output.
2. The contract is to run from July 21 until 31 Mar 23, all contract payments will be made through the contract raised on CP&F to the successful tender.
3. The contract should be based upon first line support via Telephone/Email/Remote access (where appropriate).

 a Support services must be completed within 1 working day where they can be undertaken digitally and 3 working days where in person support is required.
4. To ensure submission of a complete and comprehensive quote, a full survey of the contract equipment fits will be conducted prior to the agreed tender submission date.
5. The outline of this contract requirement are as follows:
	1. Repairs on site where possible
	2. Loan modules during factory repairs
	3. Annual test, calibration and critical safety modifications
	4. Instructor and student manual updates
	5. Familiarisation training for new instructors
6. Quote should include a detailed description of the support that will be delivered against the detailed items in the table below:

|  |  |  |
| --- | --- | --- |
| **Req No** | **Requirement** | **Remarks** |
| **1** | **NIDA Support** |  |
| 1.1 | Repairs on site where possible | To prevent UPT if faults/failures cannot be solved by that detailed in para 3. The supplier should be able to visit site within the shortest time frame possible to rectify the fault. Incidents will be reported by the customer within 3 days of the defect occurring.  |
| 1.2 | Loan of NIDA cards/boards during factory repair.  | If defective cards/boards cannot be repaired on site, the supplier must be able to provide a loan card/board to cover the time period for factory repair. |
| 1.3 | Annual Test, Calibration and Critical Safety Modifications | All equipment is to be tested and calibrated annually. Supplier is to supply copies of the testing and calibration certification the Training Equipment Manager.Critical safety Modifications released by the manufacture are to be installed at the earliest opportunity. |
| 1.4 | Instructor and student manual updates. | All instructor and student manuals are to be updated on release from the manufacturer. |
| 1.5 | Familiarisation training for new instructors | The supplier should be able to familiarisation training to instructors when required.  |
| 1.6 | In the case of hardware failure  | In the case of hardware breakdown, any replacement items supplied should be covered by the terms of the manufacturer’s warranty, as applicable.The Supplier should consider the option to replace equipment rather than repair, if this is considered by the Supplier to be more appropriate. |

1. Additional requirements:
	1. Components shall have both ISO 9001 and NICEIC accreditations with personnel suitably qualified and/or experienced to conduct the scope of work required.
	2. All work shall be carried out in accordance with current Regulations & standards appertaining to the type of work undertaken.
	3. The contractor shall supply all tools and lifting equipment (with current certification) and any other equipment as necessary to complete this task.
	4. The whole of the work covered by this specification shall be undertaken without MoD assistance unless otherwise stated.
	5. All materials required to carry out the task shall be supplied by the contractor unless otherwise stated
	6. Contractors are to be able to work unescorted within the establishment either through having the appropriate security clearance or providing their own escorts that have the appropriate security clearance, unless otherwise stated. SC clearance is preferred but as a minimum BPSS is required.
	7. Prior to commencement of any work by contractors on site they must conduct a site induction brief (4 Cs) with the Training Equipment Installation Coordinator (TEIC). The safety brief is site generic and the brief is valid for a period of up to 12 months. The contractor must carry the 4Cs card issued by TEIC at all times when working on site and be able to produce the card upon request. A site (building) specific brief must be obtained from the building manager or TU prior to work commencing.
	8. TEPMT TEIC and contractors shall consult the onsite asbestos register to identify any possible issues with the proposed work schedule and on asbestos materials in the vicinity of the work to be undertaken.

**Health and safety**

1. Prior to the start of the contract, and every 6 months through the contracts duration, the contractor will be required to forward the following:
2. Risk Assessment that includes:
	* 1. The tasks should be identified.
		2. All hazards should be identified, including COVID-19.
		3. Hazards should be eliminated where possible.
		4. Persons at risk should be identified.
		5. All risks should be evaluated.
		6. Controls should be developed for these risks.
		7. The Assessment should be recorded.
		8. Controls should be implemented.
		9. The Assessment should be reviewed and monitored as necessary.
3. Proposed Safe System of Work / Method Statement that should include:
4. Details of work to be done.
5. Method of doing this work.
6. Location of the worksite.
7. Project timing and phasing.
8. Details of Personnel, their skills, training and competence.
9. Details of equipment to be used including Maintenance procedures and records.
10. Additional precautions due to COVID-19 requirements.
11. Copy of the company’s Health and Safety Policy.
12. History of the Company’s safety performance.
13. Certification and Tests of Plant and Equipment being employed.
14. COSHH assessments for any hazardous materials being brought and used on site.
15. The company is responsible for ensuring that all employees are compliant with the H&S requirements detailed in their RAMS, eg use of PPE.
16. Waste management certification as required.
17. The company shall provide evidence that they have current 3rd party liability insurance with a minimum value of £5M.
18. Recently there has been reports concerning the lack of PPE worn by contractors in HMS Collingwood. Contractors are reminded that the wearing of all PPE is mandatory for the specific task as detailed iaw the risk assessment. In particular:
19. Hard hats are to be worn when necessary and where there is a danger of knocks and falling items.
20. High Visibility jackets ***must be worn*** when working outside of buildings and inside as necessary.
21. Safety shoes/boots are always to be worn when working on site. Plimsolls are never acceptable.
22. Risk Assessment and Method statement are always to be on hand for the task in progress.
23. All workers are to be in date for the 4C’s Induction with TEIC before commencing any work.
24. ‘Lone man’ working’ is not allowed within TEPMT controlled projects.
25. Contractors must ‘sign in/out’ of the building before and on completion of the working period.
26. Contractors not abiding with the ethos of the induction training and H&S regulation will be escorted off site. Repeated transgressions may result in breach of contract.

**Working hours**

1. The contractor will normally be required to contain work within the routine working hours of the Establishment i.e. 0800 – 1600 Monday to Thurs, 0800 – 15.30 Fri. Work outside of routine working hours must be agreed and authorised with the TEPMT Senior Project Manager (SPM) a minimum of 48hrs in advance.

**Worksite**

1. The worksite is always to be kept clean and tidy. All waste to be removed and disposed of iaw current legislation and the site cleaned before handover to TEPMT.

**Miscellaneous information**

Establishment: HMS COLLINGWOOD

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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 90 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 £122,979)Name (Block Capitals): Position: For and on behalf of the Contractor:Authorised Signatory Date: | B) AcceptanceName (Block Capitals): Position: Commercial ManagerFor and on behalf of the Authority: NAVY COMMAND COMMERCIAL, MINISTRY OF DEFENCEAuthorised Signatory Date:  |
| C) **Effective Date of Contract**: **1 Jul 21**  |