



Crown
Commercial
Service



Ministry
of Defence



Combat Air Commercial
Typhoon Delivery Team
MOD Abbey Wood #1128
Walnut 1a
Bristol
BS34 8JH
Email: (REDACTED)

28 May 2019

Dear Supplier,

LETTER OF INVITATION TO TENDER – Typhoon Future Synthetic Training Infrastructure Subject Matter Expert support Contract – TFST FAST/00245

You are invited by the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland "the Authority" to tender for the above project under the Crown Commercial Services (CCS) Project Management & Full Design Team Services (PMFDTS) Framework Agreement.

This Invitation to Tender (ITT) comprises the following volumes of documents:

- Volume 1: Instructions to Tenderers
- Volume 2: Tender Return
- Volume 3: Evaluation Methodology
- Volume 4: Scope of Services
- Volume 5: The Form of Contract

Please note the following:

- 1) Please return requested documents according to the dates provided in the Invitation to Tender documents. If you do not wish to submit a tender, please notify: (REDACTED) and (REDACTED) within 72 hours of receipt. As part of our quality initiative it would be helpful for us to know your reasons for not tendering.
- 2) All communication during the competition should be via email to (REDACTED). The Client will aim to respond to any clarification questions within two working days. Should any clarifications be received after 12 June 2019 the Client will not guarantee to respond.
- 3) Please read the instructions on the tendering procedures carefully since failure to comply with them may invalidate your tender.
- 4) The Client reserves the right to disqualify tenders received after the stated deadline.

- 5) The Client reserves the right not to appoint any Tenderer as a result of this process.
- 6) Each Tenderer is responsible for all costs associated with the preparation of their tender - the Client bears no responsibility for the costs incurred by any Consultant in the preparation of their tender response, including where no Tenderer is appointed.
- 7) It is expected that the successful Tenderer will enter into an Agreement with the Client in the form in Volume 5.

Please contact (REDACTED) if you have any questions about the tendering procedure.

Please note the arrangements in the enclosed instructions for the provision of further information or clarification of the requirement.

We look forward to your response.

Yours faithfully,

(REDACTED)
DES FAST-Comrc1

**VOLUME 1
INSTRUCTIONS TO TENDERERS**

CCS User Agreement ref:	PMFDTS-0502-2019
Issue date	28 May 2019
Return deadline	19 June 2019

Project background

- Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland "the Authority". Further information can be found at <https://des.mod.uk/>
- You ("Tenderer") are invited to tender for the provision of professional services in connection with Typhoon Future Synthetic Training (TFST) Infrastructure Subject Matter Expert contract under RM3741 - Project Management & Full Design Team Services, administered by Crown Commercial Services
- The TA services are being procured under the following lot
 - a. Lot 1 – Multi-Disciplinary Services
- (REDACTED)

The Services

- 1 The Services are defined within the Contracting Authority Scope, this can be found within volume 4.
- 2 Tenderers's personnel will need to be able to attend regular (monthly) meetings at the Clients offices at either (REDACTED). Other meetings will take place via conference call.
- 3 Tenderers should note that the actual Services required may vary over time. Change will be managed in accordance with the Contract.
- 4 Tenderers attention is drawn to the proposed Contract which will be based upon Framework Schedule 4B (CCS Template Call Off Agreement).
- 5 Tenderers shall not be permitted to submit any amendments to the proposed Contract or qualify their bid submissions in any way. If a Tenderer submits any amendments to the proposed Contract, Order Form or qualifies their bid submission in any way, the Client may reject their Tender as a non-compliant bid.
- 6 There are no Conflicts of Interest identified by the Authority prior to competition initiation. Should the suppliers identify any potential conflicts of interest, they must make this clear within their Tender documentation.

Submission

- 7 Tenderers are required to:
 - a. complete and answer all of the questions in the Further Competition pro-forma (set out in Volume 2 of this ITT); and
 - b. provide a Supplier Payment Proposal (SPP), this being a report setting out the following
 - i. your detailed understanding of the Contracting Authority Scope
 - ii. your proposed approach to the task
 - iii. your sub-consultants and how they will be managed
 - iv. your resource plan inclusive of key persons CV's
 - v. your fee proposal including discounts applicable to the maximum rates
 - c. hold their tenders open for a minimum period of 120 days
- 8 Tenderers should submit their Tenders in response to the ITT in the form of the Further Competition pro-forma.
- 9 Tenders shall be returned via email to (REDACTED) (maximum file size 10mb) by 12.00pm 19 June 2019 using the subject heading "Date_FAST/00235_Company Name_ TFST Infra SME Contract Tender Response".

To ensure a fair and even-handed assessment please answer the questions in the Further Competition pro-forma, in the correct order, using the same

numbering, and using Arial font no smaller than 11 point fonts. Answers should not exceed the word limits indicated. Any additional information provided (not requested by the Further Competition pro-forma) in excess of the space provided, will be removed prior to evaluation.

- 10 Any signatures must be made by a person who is authorised to commit the Tenderer to any subsequent Contract that may be entered into.

Tender Evaluation

- 11 Tenders will be evaluated against the evaluation methodology set out at Volume 3.
- 12 The successful Tender will be selected on the basis of the Most Economically Advantageous Tender (MEAT), in accordance with the evaluation criteria specified below. Further information on evaluation of the Tender is set out in Volume 3 of this ITT.

Evaluation Criteria	Weighting
Compliance Assessment	
1. Insurance requirements through: Third Party Public Liability Insurance cover of £10m Professional Indemnity Insurance cover of £10m Employers Liability Insurance to minimum statutory level	Pass/Fail [Note – CCS will check for evidence of insurance cover periodically]
2. Other requirements through: Signed and dated Tender Certificate (without caveats/qualifications) Statement confirming conflicts of interest Acceptance of Form of Contract Completion of the Supplier Assurance Questionnaire Confirmation of SC Security Clearance	Pass/Fail
Qualitative and Quantitative Assessment	
4. Approach to service delivery	50%
5. Mobilisation and management of personnel in the timescales required	25%
6. Price	25%
Total	100%

- 13 The Client shall not be bound to accept any Tender received or to award any contract pursuant to this ITT.

Contract

- 14 Any resulting contract will consist of the documents set out in Volume 5. This is based on Framework Schedule 4 B (CCS Template Call Off Agreement)

Conditions of Tender

- 15 The Client does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
- 16 Each Tender will be checked initially for compliance with all requirements and instructions of the ITT. Tenders which are not substantially complete, or which are non-compliant with any of the instructions set out in any part of the ITT may be rejected. The Client is under no obligation to fully evaluate Tenders before declaring them non-compliant.
- 17 Where the pricing of a Tender is abnormally low, and the Client is not satisfied with the explanation given the Client reserves the right to reject the Tender in accordance with the requirements of the Public Contracts Regulations 2015.

Confidentiality

- 18 Save as provided below, this ITT is confidential and it is a condition of the Tenderers continued involvement in this Tender process that the Tenderer undertakes to keep confidential this ITT and all other information concerning the business and affairs of the Client which the Tenderer has received or obtained in connection with this ITT, or in discussion relating to it.
- 19 This applies whether information is provided in electronic, written, oral or by any other media.
- 20 This does not apply to any such information which is in the public domain other than by breach of this obligation or other act or omissions of the Tenderer.
- 21 Tenderers must not discuss their Tender nor canvass for its acceptance, other than with professional advisers who need to be consulted.
- 22 In particular, Tenders shall not be canvassed or discussed with any other Tenderers or employees of the Client.
- 23 If a Tenderer fails to observe its undertakings under paragraph 30 or in any other way, does not treat this ITT as confidential, the Client may (without limitation to any other remedies it may have) reject the Tenderer's Tender.

Freedom of Information, Environmental Information Statement and Transparency Agenda

- 24 The Client is subject to The Freedom of Information Act 2000 ("Act"), The Environmental Information Regulations 2004 ("EIR") and Government obligations in respect of transparency in procurement.
- 25 As part of the Client's duties under the Act or EIR, it may be required to disclose information concerning the further competition process or the Contract to anyone who makes a request.

- 26 If the Tenderer considers that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the Tenderer if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties" together with valid reasons in support of the information as being exempt from disclosure under the Act or EIR.
- 27 The Client will not be held liable for any loss or prejudice caused by the disclosure of information that;
- i has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
 - ii. does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
 - iii. in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.
- 28 The Government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. As part of the transparency agenda, the Government has made certain commitments with regard to procurement and contracting. This includes the requirement to publish all Tender and contract documents for contracts over £10,000 from January 2011. Tenderers should therefore be aware that the Tender documents and the resulting Contract (with appropriate redactions made in accordance with the exemptions under the Act) will be published as part of the Clients' obligations under the transparency agenda.
- 29 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 Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice. For these purposes, the Client may disclose within Government any of the Tenderer's documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Client during this Procurement. The information will not be disclosed outside Government. Tenderers taking part in this competition consent to these terms as part of the competition process
- 30 Only the Tenderers on the CCS PMFDTS Framework Agreement Lot 1 are permitted to participate in this competition.
- 31 The Client may consult with the Tenderer, should it be successful, to inform its decision regarding any exemptions applicable for redacting parts of the resulting Contract, but Client shall have the final decision in its absolute discretion.

**VOLUME 2
FURTHER COMPETITION PRO - FORMA**

DETAILS OF TENDERER (*Tenderers must complete*)

1. Name of Tenderer.....
2. Contact details:
Name of main Tender contact.....

Position.....

Address.....

Telephone.....Mobile.....

Email.....

Name of alternative contact.....

Position.....

Address.....

Telephone.....Mobile.....

Email.....

PLEASE ANSWER ALL OF THE FOLLOWING QUESTIONS

If the Tenderer fails to answer a question or part of a question, it shall be awarded 0 marks for that question.

Please note that the word/page limits inserted in brackets after each question are not to be exceeded. Responses will be ignored to the extent they exceed the relevant word/page limit, inclusive of attachments.

Tenderers must not alter this document in any way.

1. Compliance Assessment – PASS/FAIL

1.1 Insurance requirements:

1.1.1 Please provide confirmation that you have the minimum cover, and have supplied PDF copies of insurance documents relating to, in respect of:

- a. Employers liability insurance;
- b. Public liability insurance;
- c. Professional Indemnity insurance.

1.2 Tender Certificate

1.2.1 Please provide (a PDF scanned copy) of the signed and dated Tender Certificate (without any caveats and un-authorized amendments).

1.3 Conflict of Interest

1.3.1 All Tenderers must provide a statement of how they will deal with any current conflict of interest, or one which may arise during the provision of the services (including conflicts within the supply chain) Conflicts may include where Tenderers are:

- a. There are no Conflicts of Interest identified by the Authority prior to competition initiation. Should the suppliers identify any potential conflicts of interest, they must make this clear within their Tender documentation.

1.4 Form of Contract

1.4.1 Does the Tenderer accept the Form of Agreement specified in Volume 5, this being based upon Framework Schedule 4 B (CCS Template Call Off Agreement) inclusive of Client Amendments.

1.5 Cyber Security

1.5.1 This requirement is subject to the Defence Cyber Protection Partnership. Further to DEFCON 658 the Cyber Risk Level of the Contract is LOW, as defined in Def Stan 05-138. All Tenderers are required to complete the mandatory Supplier Assurance

Questionnaire via the Supplier Cyber Protection Service (Octavian) at <https://supplier-cyber-protection.service.gov.uk/>, using the serial number (REDACTED), to demonstrate compliance with the required cyber risk level.

1.6 Security Clearance

1.6.1 Please provide confirmation that the Tenderer's personnel hold a minimum of SC Security Clearance, or will have gained this by Contract Award.

1 Approach to Service Delivery (50%)

- a) Demonstrate the approach to be taken in the delivery of the Contracting Authority Scope. The response shall explain how relevant expertise, knowledge, skills, systems, processes and technology will enhance delivery. **(Maximum 400 words) (20%)**
- b) Please confirm the Tenderers key personnel (max 5) in delivering the Contracting Authority Scope including rationale for their appointment. The response should include an organogram, CV's for those proposed, inclusive of location and grade. **(Maximum 400 words for narrative as to why these key personnel are being proposed; 1 side A4 for organogram; CVs of up to five key personnel at 1 side A4 per CV) (10%)**
- c) Provide a detailed methodology for delivery (split by workplan stages) of the Contracting Authority Scope specified in the ITT and priced under the SPP, particularly drawing on your approach to similar projects. Please include an explanation as to how the location of proposed key personnel will inform the methodology and working arrangements. **(Maximum 1000 words) (20%)**

2 Availability and management of personnel in the timescales required (25%)

- a. Demonstrate the approach to mobilisation and management of the required resource to support delivery of the Contracting Authority Scope. Your response should illustrate how this will flex to meet the changing resource demands of the workstages. **(Maximum 1000 words)(20%)**
- b. Provide your approach to providing cover for leave, sickness or staff leaving to ensuring continuity of a quality service to the Client. **(Maximum 250 words)(5%)**

3 Price (25%)

Please submit your fees (split by workplan stages) associated with the SPP and the Contracting Authority Scope. This should include confirmation that these include all necessary outputs and deliverables in accordance with the Framework Agreement Schedule 2, Annex A (Schedule of Services). Please confirm any appropriate discounts. **(Response to be delivered on separate workbook)**

TENDER CERTIFICATE

I/We the undersigned, hereby Tender and offer to provide the Services which is more particularly referred to in the Invitation to Tender supplied to me/us for the purpose of Tendering for the provision of the Services and upon the terms thereof.

I/we certify that the information supplied is accurate to the best of my/our knowledge and I/we understand that false information could result in the exclusion of my/our Tender.

I/we understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will entitle the Client to cancel any contract currently in force and will result in my/our exclusion from the list of Tenderers invited to Tender and/or exclusion of my/our Tender.

I/we hereby certify that I/we have/will not canvassed any Director, employee, representative or adviser of the Client in connection with the proposed award of the contract by the Client and that no person employed by me/us or acting on my/our behalf, or advising me/us, has/will done any such act.

I/we confirm that save as expressly provided for, the Tenderer undertakes to keep confidential all information concerning is ITT and all other information concerning the business and affairs of the Client which the tender has received or obtained in connection with this ITT, or in discussion relating to it.

I/We confirm that we accept the Contract as issued with the Invitation to Tender.

I/We undertake in the event of acceptance of our Tender to execute the Contract within 10 business days of such acceptance (or otherwise as agreed with the Client).

I/We agree that the Client may disclose the Contractor's information/documentation (submitted to the Client during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes

Statement of non-canvassing.

I/we hereby certify that I/we have not canvassed any Minister, Director, employee, representative or adviser of the Client in connection with the proposed award of the Contract by the Client, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any Minister, Director, employee, representative or adviser of the Client in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

Statement of non-collusion

The essence of selective Tendering for the Contract is that the Client shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person.

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

- (a) communicate to a person other than the Client, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or
- (b) enter into any agreement or agreements with any other person that they shall refrain from Tendering or as to the amount of any offer submitted by them; or
- (c) offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

Conflict Of Interest

I/we confirm that, based on the information provided in the ITT and in the general public domain I/we would have no conflicts of interest in respect of providing the Services if offered this appointment

I/we agree that the Client may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

I/we confirm that the Tender remains valid for a minimum of six months from the date of this Tender Certificate.

I/we confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

Signed: Witnessed:

Name: Name:

Position: Position:

For and on behalf of **[Tenderer]**

.....

VOLUME 3 EVALUATION METHODOLOGY

1 PASS/FAIL QUESTIONS		Pass/Fail	
<p>Please Note: The following questions are Pass / Fail, therefore if a Tenderer cannot or is unwilling to answer 'Yes', their Tender will be deemed non-compliant and they will be unable to be considered for this requirement. The Tenderer should confirm by deleting the inappropriate answer.</p>			
1.1	Has a PDF copy of the Employers Liability insurance certificate been submitted to CCS within the last 12 months?	Yes	No
1.2	Has a PDF copy of the Public Liability insurance certificate been submitted to CCS within the last 12 months?	Yes	No
1.3	Has a PDF copy of the Professional Indemnity insurance certificate been submitted to CCS within the last 12 months?	Yes	No
1.4	Has a signed and dated PDF copy of the signed Tender Certificate been submitted	Yes	No
1.5	Has a statement on how Conflicts of Interest will be addressed been provided?	Yes	No
1.6	Does the tenderer accept the Form of Agreement specified in Volume 4? (Framework Schedule 4B including Client specific amendments)	Yes	No
1.7	Has the Supplier Assurance Questionnaire been completed via the Supplier Cyber Protection Service (Octavian)?	Yes	No
1.8	Does the tenderer's personnel hold a minimum of SC Security clearance? Or will have gained this by Contract Award?	Yes	No

2 Approach to Service Delivery		Weighting 20%
Question:		
Please demonstrate how your expertise, knowledge, skills, systems processes and technology will enhance delivery of the Contracting Authority Scope.		
Maximum 600 words		
Marking Scheme:		
The following marking scheme will be used to assess the response provided to this question:		
0%	No information is provided.	
5%	Information is generic relying on the organisation's general experience and not	

	tailored to the specifics of the services required.
10%	The Tenderer provides convincing reasons for its appointment and demonstrates application of best practice in the delivery of the Contracting Authority Scope. This is supported by limited examples demonstrating that experience gained from other projects is being applied to the services to add value.
20%	The Tenderer provides strong and convincing reasons for its appointment and demonstrates strong application of best practice in the delivery of the Contracting Authority Scope. This is supported by comprehensive examples demonstrating that experience gained from other projects is being applied to the services to add value.

2 Approach to Service Delivery 2		Weighting 10%
Question:		
Please confirm the Tenderers key personnel (max 5) proposed to deliver the Contracting Authority Scope including rationale for their appointment. The response should include an organogram, CV's for those proposed, inclusive of location and grade.		
Maximum 400 words, 1 side A4 Organisation Chart, 5 CV's 1 side A4 each		
Marking Scheme:		
The following marking scheme will be used to assess the response provided to this question:		
0%	The Tenderer provides no information or the personnel whose details are provided or approach are not suitable.	
3%	The Tenderer provides details of only some suitably qualified key personnel and / or only example CV's of the type of staff; or an insufficient narrative or organogram is provided.	
7%	As 10% but there is some concern with at least one of the key personnel or roles or the narrative and / or organogram is not fully clear or appropriate.	
10%	The Tenderer provides details of suitably qualified key personnel with roles to be fulfilled identified having very relevant expertise for the type of Services required. Key personnel's office locations are stated. A clear and appropriate narrative and resourced organogram is provided.	

2 Approach to Service Delivery 3		Weighting 20%
Question:		
Provide a detailed methodology for delivery of the Contracting Authority Scope specified in the ITT and priced under the SPP, particularly drawing on your approach to similar projects. Please include an explanation as to how the location of proposed key personnel will inform the methodology and working arrangements.		

Maximum 1000 words	
Marking Scheme:	
The following marking scheme will be used to assess the response provided to this question:	
0%	No information is provided.
5%	Information is generic and does not provide sufficient evidence of understanding the Services needed.
7%	As 20% with more than two minor concerns or omissions or a more significant concern or omission.
10%	As 20% with one or two minor concerns or omissions.
20%	The Tenderer provides comprehensive and convincing evidence of the methodology (split by workplan stage) to deliver all of the required Services, and appropriately draws on their approach to similar projects and the Success Criteria. Includes a strong explanation as to how the location of proposed key personnel will inform the methodology and working arrangements including in regard to working with the Client.

3	Mobilisation and Management of Personnel	Weighting 20%
Question:		
Demonstrate the approach to mobilisation and management of the required resource to support delivery of the Contracting Authority Scope. Your response should illustrate how this will flex to meet the changing resource demands of the workstages		
Maximum 1000 words		
Marking Scheme:		
The following marking scheme will be used to assess the response provided to this question:		
0%	No information is provided.	
5%	The Tenderer only partly demonstrates adequate staffing but not throughout the commission with little or no explanation of how it would provide the flexibility to deal with the peaks or changes of the requirements under this appointment. Provides limited information on existing commitments of staff.	

10%	As 20% with more than two minor concerns or omissions or a more significant concern or omission.
15%	As 20% with one or two minor concerns or omissions.
20%	The Tenderer provides good convincing explanations as to its ability to provide continually suitably qualified and capable staff to meet demanding timescales and comprehensive details of how it will deal with instructions being given by the Client and with peaks in the demand or changes in the Services requirements and an immediate engagement. The staffing levels appear reasonable at all levels. Provides information on existing commitments of staff.

3	Mobilisation and Management of Personnel	Weighting 5%
2		
Question:		
Provide your approach to providing cover for leave, sickness or staff leaving to ensuring continuity of a quality service to the Client.		
Maximum 250 words		
Marking Scheme:		
The following marking scheme will be used to assess the response provided to this question:		
0%	No information is provided or inadequate.	
1%	The Tenderer provides very little detail other than generic. It is not clear how the Service needs will be met.	
3%	The Tenderer provides a reasonable approach with a clear indication of how the Service quality will be maintained.	
5%	The Tenderer provides a detailed and comprehensive proposal on how it will monitor and manage this arrangement with a clear indication of how the Service quality will be maintained.	

4	PRICE	Weighting 25%
Guidance:		
Tenders shall include a fully costed, firm price proposal, with an attached payment schedule. A price for the four further one year options should also be provided.		
All prices shall be in GBP and exclusive of VAT.		
Question:		

Please submit your fees (split by workplan stages) associated with the SPP and the Contracting Authority Scope. This should include confirmation that these include all necessary outputs and deliverables in accordance with the Framework Agreement Schedule 2, Annex A (Schedule of Services). Please confirm any appropriate discounts.

Marking Scheme:

This mark will be awarded to the lowest priced Potential Provider. Remaining Potential Providers will receive a mark out of this maximum mark on a pro rata basis dependent on how far they deviate from the lowest price.

The calculation that will be used to determine marks is as follows:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 25 \text{ (maximum mark available)}$$

**VOLUME 4 – Typhoon Future Synthetic Training (TFST) Infrastructure
Subject Matter Expert (SME) Statement of Requirement**

Redacted in its entirety under the Military sensitive technical information exemption

VOLUME 5
THE FORM OF CONTRACT

We propose to use Framework Schedule 4 B (CCS Template Call Off Agreement) with a schedule of amendments, as attached. Please confirm acceptance of the proposed form of agreement as part of your tender submissions.

Date _____

ORDER FORM

Between

The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland “the Authority”

And

[SUPPLIER]

For the provision of

Typhoon Future Synthetic Training (TFST) Infrastructure Subject Matter Expert

ORDER NUMBER: [insert order number, if applicable]

THIS CALL OFF CONTRACT is made the [.....] day of [.....]

PARTIES:

1. 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. (the “**Contracting Authority**”); and
2. **[FRAMEWORK SUPPLIER NAME]** which is a company incorporated in and in accordance with the laws of [] (Company No. [] whose registered office address is at [] (the “**Supplier**”).

BACKGROUND

- (A) The Minister for the Cabinet Office (the “**Cabinet Office**”) as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the “**Authority**”), established a framework for project management and full design team services for the benefit of public sector bodies.
- (B) The Supplier was appointed to the framework and executed the framework agreement (with reference number **RM3741**) which is dated 03 May 2017 (the “**Framework Agreement**”).
- (C) On the *22 May 2019* the Contracting Authority, acting as part of the Crown, [and in the Framework Agreement is identified as a “Contracting Authority”] invited the Supplier along with other framework suppliers to tender for the provision of services in accordance with the Call Off Procedure (as defined in the Framework Agreement).
- (D) On the *19 June 2019* the Supplier submitted a tender response and was subsequently selected by the Contracting Authority to perform the Services.
- (E) The Supplier has agreed to provide the Services in accordance with this Call Off Contract and the Framework Agreement.

IT IS AGREED AS FOLLOWS:

1. The Contract Particulars and Contract Conditions annexed hereto form part of this Call Off Contract.
2. The Contracting Authority will pay the Supplier the Fee and carry out his duties in accordance with the Contract Particulars, Contract Conditions and the Framework Agreement.
3. The Supplier shall perform the Services in accordance with the Contract Particulars, Contract Conditions and the Framework Agreement.
4. This Call Off Contract is the entire agreement between the parties in relation to the Services and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.

5. Neither party has been given, nor entered into this Call Off Contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
6. Nothing in clauses 4 or 5 above shall exclude liability in respect of misrepresentations made fraudulently.

Executed under hand

<p>Signed for and on behalf of The Contracting Authority</p> <p>.....</p> <p>.....</p> <p style="text-align: right;">(signature)</p> <p>Print Name:</p> <p>.....</p>	<p>Signed for an on behalf of the [Supplier]:</p> <p>.....</p> <p>.....</p> <p style="text-align: right;">(signature)</p> <p>Print Name:</p> <p>.....</p>
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Contract Particulars

Where there is an option in these Contract Particulars for a Clause to apply or not apply or for a deliverable to be required or not required and the relevant selection is not made, then the relevant provision shall be deemed to be 'not applies' or 'not required'.

1	<p><u>PROJECT</u></p> <p>1.1 The Project is for the deployment of an Infrastructure SME for Typhoon Future Synthetic Training (TFST)</p> <p>1.2 The Property is: (REDACTED)</p>				
2	<p><u>SERVICES</u></p> <p>2.1 The Services to be provided by the Supplier are:</p> <ul style="list-style-type: none"> • Core Service Discipline 2 – Architectural Services • Core Service Discipline 4 – Civil and Structural Engineer Services • Core Service Discipline 5 – Building Services Engineer • Core Service Discipline 7 – Client Adviser • Core Service Discipline 10 – BIM Information Manager • Core Service Discipline 11 – BIM Coordinator <p>together with the following non-core service disciplines: Not applicable</p> <p>2.2 The Procurement Type is:</p> <ul style="list-style-type: none"> • Design & Build (Two Stage) <p>2.3 The scope of Services are to be performed up to RIBA Stage 1-5</p>				
3	<p><u>TIMESCALES</u></p> <p>3.1 The Programme is: To be One year in duration with the option of four additional option years that may be exercised by the Authority before the contract completion.</p> <p>The project schedule is included within the SOR</p>				
4	<p><u>FEES AND PAYMENT</u></p> <p>4.1 The Basic Fee is a [fixed fee of £[insert agreed fixed fee]] which is calculated and paid in instalments in accordance with Schedule 2 (Fees and Payment).</p> <p>4.2 The Final Date For Payment of an instalment of the Fee is: [23] days after the Due Date for payment.</p> <p>4.3 The Due Date for Payment of an instalment of the Fee is [7] days after the date of receipt of the Supplier's invoice.</p> <p>4.4 The interest rate for late payment is: [3% per annum above the Bank of England base rate in force from time to time]</p>				
5	<p><u>PERSONNEL</u></p> <p>5.1 Key Personnel - The Supplier's Key Personnel are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Role/position</th> </tr> </thead> <tbody> <tr> <td>[Name]</td> <td>[Position]</td> </tr> </tbody> </table>	Name	Role/position	[Name]	[Position]
Name	Role/position				
[Name]	[Position]				

	<p>5.2 The Contracting Authority’s Representative is: (REDACTED) DES FAST-Comrc1</p> <p>The authority of the Contracting Authority’s Representative to instruct any Additional Services that increase the Fee is limited to a total increase of the Fee of unlimited.</p> <p>5.3 The Supplier’s Representative is: [Insert Name]</p> <p>(Note: The Contracting Authority’s Representative and Supplier’s Representative are important positions to be held by senior members of the Contracting Authority or Supplier’s organisations who have day-to-day contact with and involvement of the Services)</p>												
<p>6</p>	<p><u>NOTICES</u></p> <p>6.1 Notices under this Call Off Contract shall be submitted to:</p> <table border="1" data-bbox="395 779 1337 1048"> <thead> <tr> <th data-bbox="395 779 863 824">To the Contracting Authority</th> <th data-bbox="863 779 1337 824">To the Supplier</th> </tr> </thead> <tbody> <tr> <td data-bbox="395 824 863 1048"> Contracting Authority’s Representative MOD Abbey Wood, #1128 Walnut 1a Bristol BS34 8JH If by e-mail: (REDACTED) </td> <td data-bbox="863 824 1337 1048"> Supplier’s Representative [Insert address to where notices should be sent] If by e-mail: [Insert e-mail addresses] </td> </tr> </tbody> </table> <p>(Note: certain notices, such as termination and the like are not permitted to be by e-mail, however, other more general communications will likely benefit from being by e-mail. Accordingly, ensure that the correct e-mail address is given and it is best to provide more than one (in case the recipient is absent). Further, these details can be changed at any time by notice to the other side.)</p>	To the Contracting Authority	To the Supplier	Contracting Authority’s Representative MOD Abbey Wood, #1128 Walnut 1a Bristol BS34 8JH If by e-mail: (REDACTED)	Supplier’s Representative [Insert address to where notices should be sent] If by e-mail: [Insert e-mail addresses]								
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<p>7</p>	<p><u>INSURANCE</u></p> <p>7.1 The Supplier shall maintain the following insurances in accordance with Clause 18 of this Call Off Contract:</p> <table border="1" data-bbox="395 1294 1337 1727"> <thead> <tr> <th data-bbox="395 1294 708 1429">Insurance</th> <th data-bbox="708 1294 1023 1429">Level of cover</th> <th data-bbox="1023 1294 1337 1429">Period following completion of the Services or earlier termination</th> </tr> </thead> <tbody> <tr> <td data-bbox="395 1429 708 1541">Public Liability Insurance</td> <td data-bbox="708 1429 1023 1541">As required under Framework Schedule 14 (Annex 1 – Part A)</td> <td data-bbox="1023 1429 1337 1541">12 months</td> </tr> <tr> <td data-bbox="395 1541 708 1653">Employer’s Liability Insurance</td> <td data-bbox="708 1541 1023 1653">As required under Framework Schedule 14 (Annex 1 – Part C)</td> <td data-bbox="1023 1541 1337 1653">12 months</td> </tr> <tr> <td data-bbox="395 1653 708 1727">Professional Indemnity Insurance</td> <td data-bbox="708 1653 1023 1727">£10,000,000</td> <td data-bbox="1023 1653 1337 1727">6 years</td> </tr> </tbody> </table>	Insurance	Level of cover	Period following completion of the Services or earlier termination	Public Liability Insurance	As required under Framework Schedule 14 (Annex 1 – Part A)	12 months	Employer’s Liability Insurance	As required under Framework Schedule 14 (Annex 1 – Part C)	12 months	Professional Indemnity Insurance	£10,000,000	6 years
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Professional Indemnity Insurance	£10,000,000	6 years											
<p>8</p>	<p><u>LIABILITY</u></p> <p>8.1 The Supplier’s limitation of liability under Clause 23 of the Call Off Contract is: £10,000,000 for each and every claim in the aggregate.</p> <p>8.2 The liability period in Clause 24 (Liability Period) and Clause 5 (Records, Audit Access and Open Book Data) of the Call Off Contract is: 6 years from the last date of practical completion (or equivalent terminology) under the Building Contract for the Project (or where there is more than one Building Contract, the last date of practical completion to occur</p>												

9	<p><u>COLLATERAL AND NOVATION AGREEMENTS</u></p> <p>9.1 The Key Sub-Consultants are:</p> <table border="1" data-bbox="395 286 1326 443"> <thead> <tr> <th data-bbox="395 286 874 331">Discipline</th> <th data-bbox="874 286 1326 331">Name (if known)</th> </tr> </thead> <tbody> <tr> <td data-bbox="395 331 874 443">[Insert discipline – eg Acoustic sub-consultant, structural engineering sub-consultant etc.][Not applicable]</td> <td data-bbox="874 331 1326 443">[Name – if known at the time of entering into the Call Off Contract, if not, leave blank]</td> </tr> </tbody> </table> <p>(The Key Sub-Consultants are those who are appointed by the Supplier to perform an important part of the Services and from whom the Contracting Authority, and possibly third parties, will require a collateral warranty. Note also that there is a list of ‘Key Sub-Contractors’ contained in Framework Schedule 7 that the Supplier is entitled to sub-contract part of the Services to (see Clause 14.5 of this Call Off Contract). Consider whether any of those Key Sub-Contractors should be listed here.)</p> <p>9.2 The Supplier shall procure each of the following documents in the form annexed to the Call Off Contract:</p> <table border="1" data-bbox="395 663 1326 1077"> <thead> <tr> <th data-bbox="395 663 874 707">Document</th> <th data-bbox="874 663 1326 707">Particulars</th> </tr> </thead> <tbody> <tr> <td data-bbox="395 707 874 831">Collateral Warranty/ Warranties from the Supplier in favour of [any Beneficiary]</td> <td data-bbox="874 707 1326 831">Not Required</td> </tr> <tr> <td data-bbox="395 831 874 976">Collateral Warranty/Warranties from Key Sub-Consultants in favour of [any Beneficiary]</td> <td data-bbox="874 831 1326 976">Not Required</td> </tr> <tr> <td data-bbox="395 976 874 1077">Parent Company Guarantee</td> <td data-bbox="874 976 1326 1077">Not Required</td> </tr> </tbody> </table> <p>9.3 Clause 14.7 (Novation) does not apply.</p>	Discipline	Name (if known)	[Insert discipline – eg Acoustic sub-consultant, structural engineering sub-consultant etc.][Not applicable]	[Name – if known at the time of entering into the Call Off Contract, if not, leave blank]	Document	Particulars	Collateral Warranty/ Warranties from the Supplier in favour of [any Beneficiary]	Not Required	Collateral Warranty/Warranties from Key Sub-Consultants in favour of [any Beneficiary]	Not Required	Parent Company Guarantee	Not Required
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Parent Company Guarantee	Not Required												
10	<p><u>DISPUTE RESOLUTION</u></p> <p>10.1 The nominating body for the Adjudicator is: the Chartered Institute of Arbitrators</p> <p>10.2 The dispute resolution mechanism is: Arbitration.</p> <p>10.3 If arbitration is selected, then:</p> <ul style="list-style-type: none"> • The arbitration procedure is the London Court of International Arbitration Rules; • The number of arbitrators shall be one • The place where arbitration is to be held is Bristol • The language to be used in the arbitration proceedings shall be English • The governing law of the contract shall be the substantive law of England and Wales • If the parties cannot agree the identity of the arbitrator then the nominating body shall be: Chartered Institute of Arbitrators 												
11	<p><u>KEY PERFORMANCE INDICATORS</u></p> <p>11.1 Clause 33 (Key Performance Indicators) does not apply</p>												
12	<p><u>BUILDING INFORMATION MODELLING (“BIM”)</u></p> <p>12.1 Clause 34 (Building Information Modelling) applies</p> <p>12.2 A BIM Protocol does not apply</p>												

	<p>12.3 If a BIM Protocol does <u>not</u> apply:</p> <ul style="list-style-type: none"> • The Supplier shall act as the BIM Information Manager
13	<p><u>SECURITY REQUIREMENTS</u></p> <p>13.1 Clause 26 (Security Requirements) does not apply – Security shall be covered within the additional MoD DEFCONS appended to this contract.</p>
14	<p><u>PROTECTION OF CONTRACTING AUTHORITY DATA</u></p> <p>14.1 Clause 28 (Protection of Contracting Authority Data) does not apply – Data protection is covered under the additional MoD DEFCONS</p> <p>14.2 If Clause 28 (Protection of Contracting Authority Data) applies, the Business Continuity and Disaster Recovery Plan shall be provided by the supplier prior to contract initiation</p>
15	<p><u>STAFF TRANSFER</u></p> <p>15.1 Clause 31 (Staff Transfer) Does not apply</p>
16	<p><u>MOD ADDITIONAL CLAUSES AND ACCESS TO MOD SITES</u></p> <p>16.1 Clause 32 (MOD Additional Clauses and Access to MOD Sites) Applies</p> <p>16.2 If Clause 32 applies, then the MOD Terms and Conditions are listed in the MOD DEFCONS and DEFFORMS Schedule appended to this Call Off Contract and they shall apply to this Call Off Contract.</p>
17	<p><u>QUALITY MANAGEMENT POINTS</u></p> <p>17.1 Clause 35 (Quality Management Points) Does not apply.</p>
18	<p><u>COLLABORATIVE PERFORMANCE FRAMEWORK</u></p> <p>Not used</p>
19	<p><u>LAW OF THE CONTRACT ALTERNATIVE CLAUSES</u></p> <p>19.1 Clause 40.1 (Scots Law) does not apply</p> <p>19.2 Clause 40.2 (Northern Ireland Law) does not apply</p>