



Ministry
of Defence

Contract
701074373 –
TEPMT Enabling Framework

14 December 2020 to 31 March 2021
with optional extension to 31 October 2021

Between the Secretary of State for Defence of And
the United Kingdom of Great Britain and
Northern Ireland

Team Name and Address:
Navy Commercial
MP1.1, NCHQ
Leach Building
Whale Island
Portsmouth
PO2 8BY

Contractor Address:

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, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the Contract. 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 Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

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

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

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

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

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

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

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

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

2 General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the schedules; and
- (3) the documents expressly referred to in the agreement.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights 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. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

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

5 Transparency

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6 Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day 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.
- c. 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.

8 Supply of Contractor Deliverables and Quality Assurance

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

9 Supply of 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 Contract.:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
- (1) information required by the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 or any replacement thereof; and
 - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
 - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- 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 Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, 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 specified in the schedule of requirements.
- 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 Contract and Def Stan 81-041 (Part 1 and Part 6).

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. 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 76 SC1 (Edn 12/16) - Contractor's Personnel at Government Establishments

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 532A SC1 (Edn 08/20) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534 (Edn 06/17) – Subcontracting and Prompt Payment

DEFCON 538 (Edn 06/02) - Severability

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

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

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

DEFCON 630 SC1 (Edn 12/16) – Framework Agreements

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

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 19 November 2020.

Schedule 1 – Statement of Requirements

Background

1. The TEPMT enabling framework is required to provide the Royal Navy's Training Equipment Project Management Team (TEPMT) with a list of selected and approved Contractors to deliver a variety of taskings, giving a competitive and effective means to conduct a varied array of training projects within the Maritime Warfare School (MWS) Establishments.

Framework

2. The framework will be split into ten separate Lots. Contractors can apply to be added to any number of Lots.

Lot 1 - Equipment Installation, Commissioning & Disposal

Lot 2 - Equipment Setting to Work

Lot 3 - Equipment Modification & Survey Work

Lot 4 - Break Fix Repair & Maintenance

Lot 5 - Local Area Networks (LAN) Installations

Lot 6 - Asbestos Analytical

Lot 7 - Asbestos Removal & Disposal

Lot 8 - Cherry Picker Hire

Lot 9 - Crane Hire

Lot 10 - High Pressure and Low-Pressure Air Faults

3. The framework will initially run from its commencement date until 31 March 2021.

4. The framework shall have an option period commencing 1 April 2021. If the Authority chooses to invoke this option period, all Contractors will be given a minimum one month's notice of the decision. The end date of the option period shall be determined at the time that it is invoked but shall not exceed 31 October 2021.

5. All Contractors selected for the framework shall be provided with individual Contracts operating under the same Terms & Conditions.

6. The planned tasks detailed in Annex B are anticipated requirements, for information purposes only, and not a commitment by the Authority to request Services or make payments. Additional tasks, not listed at Annex B, may also arise. Once tasks are confirmed as required under the framework they shall be notified through the formal Tasking Process.

7. There is no guarantee that Services will be required from all Contractors selected for the framework. Payments will only become due to Contractors if they are allocated tasks and deliver Services in accordance with the Tasking Process.

8. On commencement of the framework, £1 may be paid to each selected Contractor, to enable the Contractor to remain on the framework for its duration.

9. Contractors shall provide maximum Pricing Rates for each individual Lot and shall not exceed these Pricing Rates for any services provided throughout the duration of the framework.

Establishments

10. The framework will deliver Services required in the following Establishments:

10.1 HMS Collingwood – Newgate Lane, Fareham, PO14 1AS

10.2 HMS Excellent – Phoenix, Whale Island, Portsmouth, PO2 8ER

10.3 Defence Diving School (DDS) – West Bund Road, Horsea Island, Portsmouth, PO6 4TT

- 10.4 Sea Survival Training Centre (SSTC) – West Bund Road, Hosea Island, Portsmouth, PO6 4TT
- 10.5 HMS Temeraire – Burnaby Road, Portsmouth, PO1 32HB
- 10.6 HMS Sultan, Military Road, Gosport PO12 3BY
- 10.7 H M Naval Base, Portsmouth, PO1 3LT.

11. All work will normally be required to be carried out within the working hours of the establishments, 0800 – 1600 Monday to Thursday and 0800-1530 Friday. Work outside of the normal working hours can only be agreed by the Training Equipment Project Management Team (TEPMT) Senior Project Manager (SPM).

Quality

12. All work shall be carried out using fully trained and competent staff, in accordance with current Regulations & Standards appertaining to the type of work undertaken, including but not limited to:

- 12.1 The Provision and Use of Work Equipment Regulations 1998 (PUWER).
- 12.2 Electricity at Work Regulations 1989.
- 12.3 Manufacturers guidance.
- 12.4 Waste Electrical and Electronic Equipment Directive.
- 12.5 JSP 375 MoD Health and Safety Handbook.
- 12.6 JSP 604 Defence Manual of Information and Communications Technology (ICT).
- 12.7 BS 7671 requirements for electrical installations – IEE Wiring Regulations 18th Edition.
- 12.8 International Standard ISO/IEC 17025. (Control of Asbestos Regulations 2012) and BS EN ISO/IEC 17020.
- 12.9 Valid HSE/ALU licence
- 12.10 For asbestos removal, although not essential accreditation from one/all the following would be preferred
 - Asbestos Removal Contractors Association (ARCA)
 - United Kingdom Accreditation Service (UKAS)
 - United Kingdom Accreditation Service (UKAS)

13. The Contractor must comply with the Establishment Orders when required to undertake any work on a MoD site:

- 13.1 Contractor shall have ISO 9001 accreditation with a suitable scope for the work required (copy included with tender and updated when necessary).
- 13.2 Contractor shall be NICEIC registered (copy included with tender and updated when necessary).
- 13.3 Contractors must have a Quality Plan setting out how quality standards will be met and maintained (copy included with tender and updated when necessary).
- 13.4 All persons working on the contract to be suitably qualified and experienced (SQEP) for the work being carried out (evidence to be provided if required).

- 13.5 The Contractors staff must be certified by the Establishment Approved Persons (AP), as required for hazardous systems. As an example to obtain this certification individual electricians / electrical fitters, shall, in accordance with Establishment current directives:
- a. Prove their competence by showing original indentures and in date I.E.E. course certification.
 - b. Hold an in-date Basic First Aid Certificate
 - c. Hold an in-date Basic Fire Fighting Certificate
 - d. Be In possession of approved test equipment, electrical safety locking mechanisms and safety signs.
- 13.6 The Contractor must provide in date certification where necessary for all service tasks.
- 13.7 The Contractor must meet any requirements necessary to allow their staff to be granted unescorted access to all stated establishments (including any requirement for BPSS security clearance).

Health and Safety

14. Prior to contract commencement (and to be updated when necessary) the Contractor will be required to provide the following:

14.1 A Risk Assessment, to cover potential service tasks. This should include, but not necessarily be limited to, the following elements:

- a. Task should be identified.
- b. Hazards should be identified.
- c. Hazards should be eliminated where possible.
- d. Persons at risk should be identified.
- e. All risks should be formally logged.
- f. Controls should be developed for these risks.
- g. The Assessment should be recorded.
- h. Controls should be implemented.

14.2 Proposed Safe System of Work / Method Statement. This should include, but not necessarily be limited to, the following elements:

- a. Details of the work to be done.
- b. Method of doing this work.
- c. Location of the worksite.
- d. Project timing and phasing.
- e. Details of personnel, their skills, training and competence.
- f. Details of equipment to be used including maintenance procedures and records.

14.3 Copy of the company's Health & Safety Policy.

14.4 History of the company's safety performance.

15. Prior to starting work on each task, the Contractor will be required to provide the following:

15.1 Certification and Test of Plant and Equipment being employed.

15.2 COSHH assessments for any hazardous materials being used.

15.3 Method Statements & Risk Assessments must ensure that the work site will always be kept clean and tidy with all waste resultant from work being undertaken removed from site by Contractor and disposed of law MoD Sustainable Procurement Policy and UK Environmental & Waste Disposal Regulations.

15.4 Evidence that all contractors on site are in date for 4Cs (Site specific).

16. The Contractor must have a minimum of £5M Public liability insurance whilst working on any site under this Contact.

Equipment

17. In order to undertake all elements of work the Contractor must provide, but not necessarily be limited to, the following.

17.1 All tools and lifting equipment (which must have in-date certification) and any other equipment as necessary to complete the task, unless otherwise stated.

17.2 All equipment materials required to carry out the task, unless otherwise stated.

17.3 All work should be undertaken without MoD assistance, unless otherwise stated.

Tasking Process

18. When the Authority assesses that a task is required under a specific Lot of the framework, each Contractor that is allocated to that Lot will be notified of the requirement via a Tasking Order Form. These will usually be issued at least 14 days prior to the work being required. Exceptionally, short notice or emergency tasks may be required with 1-2 days' notice.

19. Tasking Order Form Part A will provide details of the work required, the likely start date and required completion date. This may be supplemented by additional documents, if necessary.

20. If appropriate, a Site Visit may be offered to those Contractors to provide further background on the requirement.

21. On occasions where the Authority consider a task to be more complex, and where there is more than one Contractor allocated to the relevant Lot, technical evaluation criteria may be added to the Tasking Order Form and scores allocated against this during assessment of Contractor proposals. Any evaluation criteria and scoring will be clearly detailed on the Tasking Order Form.

22. Each invited Contractor shall complete and return Tasking Order Form Part B, to confirm if they are able to complete the task. If they are able to undertake the work, they shall provide a proposal detailing how they intend to complete the task along with details of any personnel expected to undertake the work, the expected start and end dates and the total price.

23. Contractors prices shall include, but not necessarily be limited to, the number of hours they require to complete the task along with their pricing rate (not to exceed their maximum pricing rate in the Contract) and the costs for any parts required (not to exceed the price paid for those parts).

24. For each proposal received, the Authority shall assess if it has confidence that the Contractor will be able to meet all the requirements set out in the Tasking Order Form.

25. If more than one proposal is received for a specific task, from those Contractors who are assessed as able to meet the requirement, the Contractor with the lowest price shall be awarded the task, unless additional technical evaluation criteria have been included within the Tasking Order Form, in which case the Contractor who receives the highest score in accordance with the stated criteria shall be awarded the task.

26. If only one proposal is received for a specific task, provided that Contractor is assessed as able to meet the requirement, that Contractor shall be awarded the task.

27. In the event that no proposal is received for a specific task or no proposal is assessed as able to meet to the requirement, the Authority reserves the right to source the work from other providers.

28. All Contractors who have submitted a proposal shall be formally notified of the outcome on Tasking Order Form Part C.

29. Following notification of award of a task, the Contractor shall deliver the requirements in accordance with this Contract. Contractors may be required to attend project or tasking meetings.

30. On completion of a task, the Contractor shall submit their final claim for costs on Tasking Order Form Part D along with evidence of/receipts for anything being claimed in addition to Pricing Rates. The Authority shall reserve the right to challenge any costs quoted.

31. The Authority shall confirm if they are content with the work undertaken by completing Tasking Order Form Part E. A Purchase Order for the sum due shall be raised and receipted in CP&F and the supplier shall submit their invoice for payment against this Purchase Order in Exostar.

Schedule 1 Annex A – Tasking Order Form

TEPMT Enabling Framework Lot X

Establishment	UIN	Establishment Order Number
PART A - Task Description To detail all requirements and full description of work to be carried out with details of any Site Visit required.		
Task Earliest Start Date	Task Required Completion Date	
Task Issue Date	Task Proposal Return Date	
Establishment Contact & Number/Email	Establishment Authorising Officer Signature	

PART B – Contractor Proposal Relevant box to be ticked and supporting information/documents provided.	
<input type="checkbox"/> Our proposal for this task is attached. Our price for this task will be £ (exc VAT).	
<input type="checkbox"/> We are declining this task for the following reasons:	
Contractor Name	Contractor Contact & Number/Email

PART C – Establishment Acceptance

Relevant box to be ticked.

- You have been awarded this task. Confirmation is given for work to commence on:
- You have not been awarded this task as it was not considered to be the best value for money proposal.
- You have not been awarded this task for the following reason:

Establishment Contact & Number/Email	Establishment Authorising Officer Signature

PART D – Contractor Costs

Relevant boxes to be ticked and supporting information/documents provided.

- This task was completed on:
- Our breakdown of final costs is attached (including evidence of costs for any parts purchased).

Task Completion Date	Contractor Contact & Number/Email

PART E - Payment

All relevant boxes to be ticked. Payment to be raised in CP&F.

- All required tasks were undertaken to a satisfactory standard
- Costs has been reviewed and accepted

Purchase Requisition Number	Purchase Requisition Raised Date
Purchase Order Number	Purchase Order Received Date

Schedule 2 - Schedule of Requirements

Deliverables			
Lot Number	Specification	Maximum Rate	Maximum Rate

This is an enabling contract under which tasks will be raised and awarded as required. There is no guarantee that the estimated required hours or prices will be met.

Item Number	Consignee Address (XY code only)
All	As detailed in Statement of Requirements

Item Number	Payment Schedule
1	Payment to be made following completion of each individual task

Schedule 3 - Contract Data Sheet

<p>Contract Period</p>	<p>Effective date of Contract: 14 December 2020</p> <p>The Contract expiry date shall be: 31 March 2021</p>
<p>Clause 6 - Notices</p>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Commercial Officer</p> <p>Contractor: Contract Manager</p>
<p>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements:</p> <p>As detailed in Statement of Requirements</p>

<p>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</p>	<p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority’s Representative (Commercial)</p> <p>b) DSALand-MovTpt-DGHSIS@mod.uk</p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority’s Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
<p>Clause 10 – Delivery/Collection</p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input checked="" type="checkbox"/></p> <p>Special Instructions:</p> <p>Collected by the Authority <input type="checkbox"/></p> <p>Special Instructions (including consignor address if different from Contractor’s registered address)</p>
<p>Clause 12 – Packaging and Labelling of Contractor Deliverables</p>	<p>Additional packaging requirements:</p> <p>N/A</p>
<p>Clause 13 – Progress Meetings</p>	<p>The Contractor shall be required to attend the following meetings:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>
<p>Clause 13 – Progress Reports</p>	<p>The Contractor is required to submit the following Reports:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: Lee Culshaw

Address: MP1.1 NCHQ, Leach Building, Whale Island, Portsmouth, PO2 8BY

Email: lee.culshaw100@mod.gov.uk

☎ 03001552535

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

3. Packaging Design Authority:

Organisation and point of contact:

DES IMOC SCP TLS Packaging

MOD Abbey Wood,

Bristol, BS34 8JH

Tel: +44(0)30 679 35353

DESIMOCSCP-TLS-Pkg@mod.uk

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



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

As per section 2



(b) U.I.N.

5. Drawings/Specifications are available from:

6. Intentionally Left Blank

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:

- 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
- 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:

See Schedule of Requirement

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

11. The Invoice Paying Authority:

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Liverpool, L2 3YL

Fax: 0151-242-2809

Website is:

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

12. Forms and Documentation are available through*:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site

Lower Arnclott

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

Applications via fax or email: Leidos-FormsPublications@teambleidos.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.