

## Ministry of Defence

## Tender Submission Document (Offer)

To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called "the Authority")

The undersigned Tenderer, having read the ITT Documentation, offers to supply the Contractor Deliverables at the stated price(s), in accordance with any referenced drawings and / or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Conditions or any amendments issued by the Authority will apply.

<b>Applicable Law</b>				
I agree that any contract resulting from this procurement shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
<b>Total Value of Tender (excluding VAT)</b>				
£ .....				
WORDS .....				
<b>UK Value Added Tax</b>				
If registered for Value Added Tax purposes, please insert:				
a. Registration No .....				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
<b>Location of work (town / city) where contract will be performed by Prime:</b>				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be performed	Contractor Deliverables	Estimated Value	SME Yes / No
<b>Mandatory Declarations</b> (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			<b>Tenderer's Declaration</b>	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to Registered Designs or Patents?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions?			Yes* / No	
Are the Contractor Deliverables subject to Overseas Expenditure?			Yes* / No	
Have you complied with all regulations relating to the operation of the collection of custom import duties?			Yes / No	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?			Yes / No	
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)			Yes / No	
If you have not already signed a corporate level DEFFORM 30 have you attached one?			Yes / No	

Have circumstances changed since Supplier Selection Stage? If so is a revised Statement of Good Standing attached?	Yes* / No		
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No		
Do the Contractor Deliverables contain hazardous items, materials or substances?	Yes* / No		
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) No 2037/2000 of the European Parliament and of the Council of 29 June 2000? <a href="http://ozone.unep.org/new_site/en/montreal_protocol.php">http://ozone.unep.org/new_site/en/montreal_protocol.php</a>	Yes* / No		
Are you able to support the objectives of Reservist and other supplier support to the Armed Forces?	Yes* / No		
Have you attached The Bank/Parent Company Guarantee	Yes* / No / Not Required		
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles	Yes / No / Not Required		
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).			
<b>Tenderer's Declaration of Compliance with Competition Law</b>			
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ul style="list-style-type: none"> <li>a. the offered price has not been divulged to any Third Party,</li> <li>b. no arrangement has been made with any Third Party that they should refrain from tendering,</li> <li>c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,</li> <li>d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and</li> <li>e. no arrangement has been made with any Third Party otherwise to limit genuine competition.</li> </ul> <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.</p>			
Dated this ..... day of ..... Year .....			
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>Signature:</b>   (Must be original) </td> <td style="width: 50%; vertical-align: top;"> <b>In the capacity of</b>   .....  (State official position e.g. Director, Manager, Secretary etc.) </td> </tr> </table>		<b>Signature:</b>  (Must be original)	<b>In the capacity of</b>  ..... (State official position e.g. Director, Manager, Secretary etc.)
<b>Signature:</b>  (Must be original)	<b>In the capacity of</b>  ..... (State official position e.g. Director, Manager, Secretary etc.)		
<b>Name:</b> (in BLOCK CAPITALS)  <b>duly authorised to sign this Tender for and on behalf of:</b>  (Tenderer's Name)	<b>Postal Address:</b>   <b>Telephone No:</b> <b>Registered Company Number:</b>		

## **FURTHER INFORMATION ON MANDATORY DECLARATIONS**

### **Part Tender**

1. Under Section E Paragraph 1 Condition of Tendering to the ITT, the Authority reserves the right to order some or part of your Tender. If your offer is subject to the Authority contracting for all the Contractor Deliverables select 'Yes' and provide further details in your Tender.

### **Minimum Order Quantities**

2. Where your offer is offer subject to minimum order quantities select 'Yes' and provide further details in your Tender.

### **Notification of Inventions etc.**

3. Where the Contractor Deliverables are subject to any Registered Intellectual Property Rights select 'Yes'.

4. You must clearly state in your Tender any Contractor Deliverable to be produced under any resultant contract that is, or is likely to be, the subject of a Patent, a Registered Design right or an application for either, or an unregistered design right, owned by either yourself or a Third Party. This includes anything of this nature affecting the performance of any resultant contract or subsequent use of any Contractor Deliverable by the Authority. You must specifically draw attention to:

- a. any Patent or Registered Design (or application for either) or unregistered design right you own or control which is or appears to be relevant to the Contractor Deliverables, the use of which by or on behalf of the Authority may give rise to a claim under Sections 55 or 56 of the Patents Act 1977, or Section 12 of the Registered Designs Act 1949, or Section 240 of the Copyright, Designs and Patents Act 1988;
- b. any allegation made against you, whether by claim or otherwise, of an infringement of an intellectual property right (whether a Patent, Registered Design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
- c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
- d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b..

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

6. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

### **Notification of Foreign Export Control Restrictions**

7. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:

- a. Whether all or part of any Contractor Deliverables are or will be subject to:
  - (1) a non-UK export licence, authorisation or exemption; or
  - (2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.
- b. If requested, a summary of every existing expected or known licence and restriction referred to in paragraph 7.a. This includes any related obligation or restriction and the extent they place an obligation or restriction on the Authority, including:
  - (1) the exporting nation and the export licence number, where known;
  - (2) the Contractor Deliverables affected;
  - (3) the nature of the restriction and obligation;

- (4) the authorised end use and end users;
- (5) any specific restrictions on access by Third Parties, or by individuals based on their nationality, to the Contractor Deliverables; and
- (6) any specific restrictions on re-transfer or re-export to Third Parties of the Contractor Deliverables of anything delivered or used in the performance or fulfilment of them.

c. If requested, you must provide an outline of your mitigation plan to manage performance risks on any resultant contract based on paragraph 7a.

8. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraphs 7.a and 7.b. If you are unable to obtain adequate information, you must state this in your Tender when responding to paragraph 7a and 7b.

9. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately.

10. If you have previously provided information under paragraph 7 you can provide details of the previous notification and confirm the validity.

11. This does not include any Intellectual Property specific restrictions mentioned in paragraph 7.

12. It is the Winning Tenderer(s) responsibility to ensure they comply with any restrictions stated in paragraph 7 during the life of the contract. This includes any restrictions the Authority has explicitly stated / clarified in any ITT documentation.

13. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 7.

### **Overseas Expenditure**

14. You must provide details in your Tender of any expenditure outside the UK, including:

- a. country in which sub-contract is placed / to be placed;
- b. name, division and full postal address of sub-contractor;
- c. value of sub-contract; and
- d. date sub-contract placed / to be placed.

15. Should you propose the supply of Articles of US origin the export of which from the USA are subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details in your Tender. This will allow the Authority to make a decision whether the export can or cannot be made under the auspices of the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

### **Import Duty**

16. Council Regulation (EC) No 150/2003 suspends Custom duties on a range of military weapons and equipment. For the purposes of this procurement for any Contractor Deliverables eligible for suspension of import duties and not yet imported into the European Union, you must provide prices excluding **and** including Import Duty.

17. Where the Contractor Deliverables are exempt under Council Regulation (EC) No. 150/2003, the Authority will issue a certificate for those Contractor Deliverables eligible for suspension of import duties.

18. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the collection of import duties. This includes but is not limited to obtaining Her Majesty's Revenue and Customs (HMRC) end use relief authorisation.

### **Sub-contracts Form 1686**

19. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of either Reportable OFFICIAL or OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework – Contractual Process](#) chapter. You can access a word version of Form 1686 on GOV.UK

at:[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/322603/Contractual\\_Process\\_-\\_Appendix\\_5\\_form.doc](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/322603/Contractual_Process_-_Appendix_5_form.doc).

## **Small and Medium Enterprises**

20. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its aspiration is that 25% of spend, direct and through the supply chain, should go to SMEs by 2015. The MOD uses the EU definition of an SME.

21. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their subcontractors are encouraged to make their own commitment and register with the Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>.

22. Suppliers are also encouraged to work with the Authority to support the wider SME initiative. The link below to the Cabinet Office website provides information on the Government's Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative. <https://www.gov.uk/government/policies/buying-and-managing-government-goods-and-services-more-efficiently-and-effectively/supporting-pages/making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>

23. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd

Web address: [www.contracts.mod.uk](http://www.contracts.mod.uk)

Tel No: 0845 270 7099

## **Transparency, Freedom of Information and Environmental Information Regulations**

24. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 (<https://www.gov.uk/government/policies/improving-the-transparency-and-accountability-of-government-and-its-services>) and the information contained within DEFCON539.

25. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

26. You should complete the attached Tenderer's Commercially Sensitive Information Form DEFFORM 539A, explaining which parts of your Tender you consider are commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.

27. You should note that, while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

## **Electronic Purchasing**

28. Tenderers must note that use of the Authority's Purchase to Payment (P2P) system is a mandatory requirement for this contract. You can view information on the P2P system and the methods to connect at [www.d2btrade.com](http://www.d2btrade.com). Please feel free to consult the service provider on connectivity options. The Winning Tenderer will be required to sign DEFFORM 30 (Electronic Transaction Agreements) at a corporate level - if you have not done so before - and unconditionally accept DEFCON 5J (Unique Identifiers), DEFCON 129J (The Use of Electronic Business Delivery Form); and DEFCON 522J (Payment under P2P). Unconditional acceptance of all references to P2P in Section 8 to the Draft Contract is also required. A failure to do so will result in your tender being non-compliant.

## **Statement Relating to Good Standing**

29. A Statement Relating to Good Standing is not required as it has already been completed in your Dynamic Pre-qualification Questionnaire Response dated 21 October 2015. If however your circumstances have changed, please select 'Yes' and submit a Statement Relating to Good Standing with your Tender.

## **Asbestos, Hazardous Items and Depletion of the Ozone Layer**

30. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' and provide further details in your Tender.

## **Reservist and other Supplier Support to the Armed Forces**

31. The 2010 Strategic Defence and Security Review set out what our Armed Forces will look like and outlined the role of the Reserve Forces within that Future Force. Reserves will have a greater role, providing both a larger proportion of the force and Defence capabilities in certain specialist areas that are not practical or cost effective to maintain full time.

32. The MOD wishes to have a more sustained and enduring relationship with suppliers, on Reservist and other military personnel objectives, based on mutual benefit. The personnel objectives include:

- a. Employment of service leavers
- b. Employment of wounded, injured or sick veterans
- c. Employment of the partners of service personnel
- d. Helping local cadet units
- e. Support to Reservist employees
- f. Encouragement of Reserve service

33. Of particular interest to Defence is the need to have more Reservists employed by reserves supportive employers as described in Chapter 4 of the White Paper, 'Reserves in the Future Force 2020; Valuable and Valued' available at: [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/210470/Cm8655-web\\_FINAL.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/210470/Cm8655-web_FINAL.pdf)

34. The Authority therefore encourages all Tenderers, and their suppliers, to:

- a. consider whether they are able to support these objectives; and, if they are
- b. sign the Corporate Covenant, declaring their support for the Armed Forces community.

35. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at: <https://www.gov.uk/the-corporate-covenant>.

36. Specific guidance on how you can support the Reserve Forces, what your support means in practice, and what the potential benefits are for you can be found at: [www.sabre.mod.uk](http://www.sabre.mod.uk).

37. Please provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included in the websites.

Email address: [covenant-mailbox@mod.uk](mailto:covenant-mailbox@mod.uk)

Address: Armed Forces Covenant Team  
Zone D, 6th Floor, Ministry of Defence,  
Main Building, Whitehall, London, SW1A 2HB

38. Where you decide to contribute to meeting the personnel objectives above, you should also report the outcomes of such contributions to the above address so they can be recorded and acknowledged.

39. Paragraphs 31 – 38 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support and we are committed to working with you to this end.

## **Military Aviation Authority (MAA) Requirements**

40. There are no Military Aviation Authority Requirements.

## **Bank or Parent Company Guarantee**

41. A Bank or Parent Company Guarantee is not required.

## COMPLIANCY STATEMENT

Tenderers attention is drawn to Paragraph 3 of DEFFORM 47 in respect of any alternative conditions that may be proposed.

The Tenderer shall indicate his compliance or otherwise with the terms of the ITT and the conditions of the proposed Contract by completing the Compliancy Statement below. Any proposed changes and the reasons for them must be clearly stated when completing the Compliancy Statement, which is to be returned as part of the COMMERCIAL PROPOSAL.

**Any condition, DEFCON, DEFFORM or element of the Invitation to Tender that is not highlighted below will be deemed to have been accepted by the contractor.** Any areas below will be taken into consideration during the assessment of Tenders.

[illegible]

ITT: HQLF4A/005  
PROVISION OF SERVICES AND FACILITIES FOR EX RUCKSACK 2016-19  
TECHNICAL EVALUATION MATRIX

POTENTIAL PROVIDER:		Tender Bid Name/Reference:	
MARKERS NAME (IF APPLICABLE):			

**Numeric assessments** are determined by **awarding a score** out of 5 from the list below against responses to each of serials in the Statement of Requirement document, multiplied by the weighting factor assigned to each section or question. Authority may reject a tender in entirety if the contractor fails to provide a full response against each Statement of Requirement (SOR) serial. The Tenderer must score a minimum of 3 'acceptable' or above before weighting is applied against **serials 2, 3, 4, 7, 13, 14, 15, 18 and 19**, failure to score a minimum of '3' or above on any one of these serials will deem the tender technically non-compliant.

		Technical Evaluation Scoring Mechanism:		
		Each individual criterion will be evaluated against the following scoring mechanism.		
		Score	Assessment	Interpretation/Rationale
		0	Unacceptable	Does not meet the requirement. Does not comply and/or there is insufficient information provided to demonstrate that the Tenderer has the ability, understanding, skills, resources and quality measures required to provide the services and facilities, with no evidence to support the response.
		1	Major Reservations	Major reservations of the Tenderers relevant ability, understanding, skills, resources and quality measures required to provide the services, with little or no evidence to support the response.
		2	Minor Reservations	There is some evidence of meeting the criteria, however there are some gaps and minor reservations of the Tenderers ability, understanding, skills, resources and quality measures required to provide the services and facilities, with little or no evidence to support the response.
		3	Acceptable	Satisfies the requirement. Adequate demonstration by the Tenderer of the relevant ability, understanding, skills, resources and quality measures required to provide the services and facilities, with evidence to support the response.
		4	Good	Satisfies the requirement with minor additional benefits. Above average demonstration by the Tenderer of the relevant ability, understanding, skills, resources and quality measures required to provide the services and facilities. The response identifies factors that will offer potential added value, with evidence to support the response.
		5	Excellent.	Exceeds the requirement. Exceptional demonstration by the Tenderer of the relevant ability, understanding, skills, resources and quality measures required to provide the services and facilities. The response identifies factors that will offer potential added value, with evidence to support the response.

  

Weighting	Category	Total Maximum Possible score - Technical
1	Low	215
2	Meduim	
3	High	Minimum Compliant Score
		129

Serial	Area of Assesment	Indicating Factors / Evidance Required	Score 1-5	Weighting	Actual	Reasoning / Justification / Comment (250 characters)
1	All paragraphs	Provide a statement containing sufficient detail and evidence to confirm to the Authority that you understand the full scope of the requirement.		1		
2	Para 1.3.1.	Provide evidence which demonstrates that you have availability and capacity to provide an Event of this nature at the Venue during the window of 20 Jan to 5 Feb 16.		3		
3	Para 1.3.4., para 1.3.5. and para 1.3.6.	Describe how you plan to provide Suitably Qualified and Experienced Personnel (SQEP) in accordance with Federation International de Ski/International Biathlon Union (FIS/IBU) standards in support of the exercise.		2		



4	Para 1.3.1.1.	Provide evidence that the venue holds an IBU A Licence and hosts an IBU race in the current season.		3		
5	Para 1.3.1.2. and para 3.8.1.	Provide evidence of how you will maintain the course to IBU standards.		2		
6		Provide evidence that a Contractor's official will be provided at the race venue within 30 mins callout 24 hours.		1		
7	Para 1.3.2.	Provide evidence of how you will produce Seed and Qualification lists, Provisional Results, Unofficial Results and Official Results 1 hour after protests close in accordance with AWSA rules.		3		
8	Para 3.2.2	Provide evidence detailing how you will conduct announcing and PA commentary during races and prize givings.		1		
9	Para 5.2.	If there is not enough snow to run the races in the area you intend to use provide evidence of an alternative location.		3		
10	Para 3.1.1	Provide evidence detailing how you will supply a Championships programme.		1		
11	Para 3.1.2	Provide evidence detailing how you will supply biathlon leg numbers.		1		
12	Para 3.1.4	Provide evidence that the Contractors official will attend 2 UK based planning meetings.		2		
13	Para 1.3.1.6 and para 3.3	Provide evidence detailing how you will provide self catering accommodation for approximately 200 competitors over 2800 bed nights a maximum of 5 km from Stadium, bed linen changed after first week.		3		
14	Para 1.3.1.7 and para 3.4	Provide evidence detailing how you will provide accommodation for approximately 35 officials in Bed and Breakfast Hotels over 410 bed nights, a maximum of 800m from race office.		3		

15	Para 1.3.1.8 and para 3.5	Provide evidence that you can provide a Race Office for exclusive use, central to venue and 800m maximum from officials accommodation. With Desks for 15 officials split in 2 large rooms; an Armourers Room; 2 large Store Rooms; Kitchen Facilities; Toilet Facilities; Exclusive use of indoor Meeting room for 65 personnel; Weather proof outdoor display boards for start lists and results; 2 x telephone line, 1 x fax and broadband wifi; Photocopier capable of 15,000 during championships. Repair must be included; Cleaning and rubbish disposal.		3		
16	Para 3.6.	Provide evidence detailing how you will provide Outdoor Prize Giving Venue, suitable for 150 personnel standing. With a Weather proof stage and Podium; Power; PA system and CD; Lighting.		1		
17	Para 3.7	Provide evidence detailing how you will provide an indoor Prize Giving Venue on the final night, suitable for 250 personnel seated at tables. With a Theatrical Stage; PA System, CD and projector; Ten Tables for prizes; Lighting and Heating; Flags; Cultural performance in 2 x 15 minute set; Hot meal and bar facilities (food and drink not provided under contract).		2		
18	Para 1.3.1.2 and para 3.8.1 to 3.8.5	Provide evidence detailing how you will provide, with access throughout Championships, Loipes and Tracks for all races in programme. With all local clearances; Preparation to FIS/IBU race standards; All courses prepared for inspection 24 hours before each race; Exclusive use of a skidoo; Sufficient paper targets for all practices; secure team waxing and changing rooms at the stadium for 30 teams; exclusive use of ranges and tracks during racing and range practice.		3		
19	Para 1.3.1.1 and para 3.8.6	Provide evidence detailing how you will supply Stadium Facilities available race minus 2 hours to race plus 1 hour; Car parking for all teams and 12 officials; Café (food and drink not provided under contract); 2 medical rooms for AWSA staff; Ambulance service and dedicated skidoo with medical team; Timing Room; Armourers Room; Equipment Store Room; Jury Room; Toilets; Commentary Room with PA and music system; Refuse disposal; Fencing at start and finish; 2000 isotonic drinks served in plastic cups		3		
20	Para 3.9	Provide evidence detailing how you will ensure that there is sufficient Loipes for a 30 km patrol race with at least a 20 km loop		2		
				<b><u>TOTAL</u></b>	0	

**THE ELECTRONIC TRANSACTIONS AGREEMENT**

**Between**

**And**

**SECRETARY OF STATE FOR DEFENCE**

**MINISTRY OF DEFENCE**  
**Electronic Transactions Agreement**

THIS AGREEMENT comprises the General Clauses for electronic transactions.

The terms of this Agreement shall govern the conduct and methods of operation between the parties in relation to the electronic exchange of data for the purposes of or associated with the supply of Articles and/or Services pursuant to those contracts which reference it. Except as otherwise provided in the appended terms, the terms do not apply to the substance of the data transfer. This Agreement shall have the date of and be effective from the date of the last signature hereunder.

**AGREED**

For and on behalf of:

For and on behalf of:

**Secretary of State for Defence**

Signature  
: \_\_\_\_\_

Signature  
: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Whose Registered Office is at:

Whose Address is:

Agreement reference number:

**General Clauses**

<b>CLAUSE 1</b>	Definitions
<b>CLAUSE 2</b>	Scope
<b>CLAUSE 3</b>	Security of Data
<b>CLAUSE 4</b>	Authenticity of Messages
<b>CLAUSE 5</b>	Integrity of Messages
<b>CLAUSE 6</b>	Acknowledgement of Receipt of Messages
<b>CLAUSE 7</b>	Storage of Data
<b>CLAUSE 8</b>	Intermediaries
<b>CLAUSE 9</b>	Term and Termination
<b>CLAUSE 10</b>	Interruption of Service
<b>CLAUSE 11</b>	Invalidity and Severability
<b>CLAUSE 12</b>	Notices
<b>CLAUSE 13</b>	Precedence
<b>CLAUSE 14</b>	Virus Control
<b>CLAUSE 15</b>	Limit of Liability
<b>CLAUSE 16</b>	Entire Agreement
<b>CLAUSE 17</b>	Message Implementation Guidelines (MIGs) and additional requirements and information applicable to this Agreement

## Definitions

- a. In this Agreement, in addition to the definitions in DEFCON 501:
- i. **"Acknowledgement of Receipt"** means the procedure by which, on receipt of a Message, the logical presentation or form are checked, and a corresponding acknowledgement or rejection is sent by the receiver;
  - ii. **"Adopted Protocol"** means the method(s) for the Interchange of Messages between the respective Parties and an intermediary appointed pursuant to Clause 8 for the presentation and structuring of the transmission of Messages as defined in Annex A
  - iii. **"Associated Data"** means that data which accompanies a Message but may not be in the Adopted Protocol; such data may include header information, protective markings, designations, Electronic Signatures, date and time of transmission and of receipt;
  - iv. **"Data"** means all Messages and Associated Data transmitted, received or stored in a digital form;
  - v. **"Data File"** means a single record or collection of data records that are logically related to each other, and are handled as a unit;
  - vi. **"Data Log"** means a complete record of all Data Interchanged representing the Messages and their Associated Data between the parties;
  - vii. **"Purchase to Payment Gateway" or "ePurchasing"** mean the service provided by the party under contract to the Authority to manage the electronic receipt, transmission and translation of messages exchanged between the Authority and its suppliers;
  - viii. **"Electronic Signature"** means anything in electronic or digital form incorporated into or otherwise logically associated with an electronic communication for the purpose of establishing the authenticity of the communication or its integrity, or both;
  - ix. **"Expunge"** means the removal of the information contained in a Message document such that the content of the Message is removed from the system in a manner which precludes its retrieval (but with no obligation in respect of the record of its receipt);
  - x. **"Functional Acknowledgement"** means an acknowledgement Message by the receiving party's computer software application which automatically confirms the receipt of a Message at the moment of receipt;
  - xi. **"Interchange"** means the electronic exchange of Data between the Parties using the Adopted Protocol;
  - xii. **"Message"** means Data structured in accordance with the Adopted Protocol and transmitted electronically between the parties including where the context admits any part of such Data.

## 2. Scope

- a. The Messages to be exchanged under this Agreement are detailed in the Message Implementation Guidelines referred to in Annex A, which also includes guidance on how these should be profiled.
- b. This Agreement shall apply to all Messages passed between the parties using the Adopted Protocol. The parties agree that all such Messages shall be transmitted in accordance with the provisions of this Agreement.

- c. The parties may agree additional or alternative terms to reflect additional or different requirements which they may have for the Interchange of Messages, which terms shall form part of this Agreement.

### **3. Security of Data**

- a. Each of the parties shall:
- i. ensure as far as reasonably practicable, that Data is properly stored, is not accessible to unauthorised persons, is not altered, lost or destroyed and is capable of being retrieved only by properly authorised persons;
  - ii. subject to the provisions of Sub-Clause 8.a. ensure that, in addition to any security, proprietary and other information disclosure provision contained in the Contract, Messages and Associated Data are maintained in confidence, are not disclosed or transmitted to any unauthorised person and are not used for any purpose other than that communicated by the sending party or permitted by the Contract;
  - iii. protect further transmission to the same degree as the originally transmitted Message and Associated Data when further transmissions of Messages and Associated Data are permitted by the Contract or expressly authorised by the sending party.
- b. The sending party shall ensure that Messages are marked in accordance with the requirements of the Contract. If a further transmission is made pursuant to Sub-Clause 3. a. iii. the sender shall ensure that such markings are repeated in the further transmission.
- c. The parties may apply special protection to Messages by encryption or by other agreed means, and may apply designations to the Messages for protective Interchange, handling and storage procedures. Unless the parties otherwise agree, the party receiving a Message so protected or designated shall use at least the same level of protection and protective procedures for any further transmission of the Message and its Associated Data for all responses to the Message and for all other communications by Interchange or otherwise to any other person relating to the Message.
- d. If either party becomes aware of a security breach or breach of confidence in relation to any Message or in relation to its procedures or systems (including, without limitation, unauthorised access to their systems for generation, authentication, authorisation, processing, transmission, storage, protection and file management of Messages) then it shall immediately inform the other party of such breach. On being informed or becoming aware of a breach the party concerned shall:
- i. immediately investigate the cause, effect and extent of such breach;
  - ii. report the results of the investigation to the other party;
  - iii. use all reasonable endeavours to rectify the cause of such breach.
- e. Each party shall ensure that the contents of Messages that are sent or received are not inconsistent with the law, the application of which could restrict the content of a Message or limit its use, and shall take all necessary measures to inform without delay the other party if such an inconsistency arises.

### **4. Authenticity of Messages**

- a. Each Message shall identify the sending party and receiving party and its authenticity shall be verified by the means specified in the Adopted Protocol.
- b. The parties agree not to contest the authenticity, admissibility or enforceability of Messages under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the party

to be bound thereby. Messages, when printed from electronic files and records established and maintained in the normal course of business will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

## **5. Integrity of Messages**

- a. The sending party shall ensure as far as is reasonably practicable that all Messages are complete, accurate and secure against being altered in the course of transmission and, subject to Sub-Clauses 5.b. 5.d. and 15, shall be liable for the direct consequences of any failure to perform its obligations under this Sub-Clause 5.a.
- b. Each party will accord all Messages the same status as would be applicable to a document or to information sent other than by electronic means, unless a Message can be shown to have been corrupted as a result of technical failure on the part of a machine, system or transmission line involved in the process of Interchange.
- c. Upon either party becoming aware that a Message has been corrupted or if any Message is identified as incorrect then that party shall inform the other and the sending party shall re-transmit the Message as soon as practicable with a clear indication that it is a corrected Message. Any liability of the sending party which would otherwise accrue from its failure to comply with the provisions of this Sub-Clause 5.c. shall not accrue if Sub-Clause 5.d. applies.
- d. Notwithstanding Sub-Clauses 5.a. and 5.c. the sending party shall not be liable for the consequences of a corrupted or incorrect transmission or any failure to re-transmit if the error is or should in all the circumstances be reasonably obvious to the receiving party. In such event the receiving party shall immediately notify the sending party thereof.
- e. If the receiving party has reason to believe that a Message is not intended for them they shall notify the sending party and if so requested by the sending party shall, so far as is reasonably possible, Expunge from its system the information contained in such Message.

## **6. Acknowledgement of Receipt of Messages**

- a. Except where the Interchange of Messages takes place solely within ePurchasing, immediately upon receipt of a Message at its receipt computer, the receiving party's receipt computer shall automatically transmit a Functional Acknowledgement in return and additionally the sender may request an Acknowledgement of Receipt.
- b. An Acknowledgement of Receipt is required unless stipulated in the Contract to the contrary.
- c. Where an Acknowledgement of Receipt is required, the receiver of the Message to be acknowledged shall ensure that the acknowledgement or a rejection is sent within the time limit specified in the Contract or in Annex A to this Agreement if applicable or, if no limit is specified, within a reasonable period of time.
- d. Where an Acknowledgement of Receipt is required, if the sender does not receive the Acknowledgement of Receipt or rejection within the time limit applicable, or, if no time limit is specified, within a reasonable time, the sender may, upon giving notice to the receiver, treat the message as having no force or effect.
- e. Acknowledgement in accordance with this clause shall not be deemed to constitute acceptance of any offer contained in any Message. Acceptance of an offer contained in any Message which is intended to create a legally binding obligation shall be in accordance with the provisions of the Contract.
- f. A Message shall be understood to have been received from the sender:
  - i. if transmitted between 09.00 and 17.00 hours on a business day (recipient's time) on receipt by the sender of a Functional Acknowledgement; or

- ii. if transmitted at any other time, at 09.00 on the first business day (recipient's time) on receipt by the sender of a Functional Acknowledgement; or
- iii. if the Interchange of Messages takes place solely within ePurchasing, at the moment a Message is completed by pressing the submit button if transmitted between 09.00 and 17.00 hours on a business day (recipient's time) or if transmitted at any other time, at 09.00 on the first business day (recipient's time).

## **7. Storage of Data**

- a. Each party shall maintain a Data Log or shall cause an intermediary to maintain a Data Log recording all Messages and Associated Data as sent and received without modification.
- b. The Data Logs may be maintained as Data Files on computer or by other suitable means provided that a copy of the Data can be readily retrieved and presented in human readable form. Procedures to enable a secure means of archiving Data Logs shall be detailed in the Contract or agreed between the parties.
- c. Each party shall be responsible for making such arrangements as may be necessary for the Data contained in its Data Log to be prepared as a correct record of the Messages and Associated Data as sent or received by that party. In the event that a party has destroyed its Data Log, the other party shall have no obligation to furnish it with any information recorded in its Data Log.
- d. Each party shall ensure that:
  - i. it has appointed an identifiable person responsible for the operation and management of that party's data processing system concerned with the interchange of Messages; and
  - ii. the person responsible for the data processing system concerned with the Interchange of Messages, or such other person as may be agreed by the parties or required by law, shall certify that the Data Log and any reproduction made from it is correct and complete.

## **8. Intermediaries**

- a. Subject to Clause 15 if either party uses the services of an intermediary to transmit, log, store or process Messages, that party shall be responsible for any acts, failures or omissions by that intermediary in its provision of the said services as though they were his own acts, failures or omissions. The Authority shall be liable as between the Authority and the Contractor for any acts, failures or omissions of ePurchasing in its provision of the services of an intermediary as though they were the acts, failures or omissions of the Authority.
- b. Any party using an intermediary shall ensure that it is a contractual responsibility of the intermediary that no change in the substantive data content of the Messages to be transmitted is made and that such Messages are not disclosed to any unauthorised person.

## **9. Term and Termination**

- a. This Agreement shall take effect as of the date of last signature and shall remain in full force and effect until terminated by either party upon giving one month's notice to the other. Any termination of this Agreement shall not affect contracts that call it up by reference prior to that termination.
- b. Notwithstanding termination for any reason, Clauses 3, 7 and 8 shall survive termination of this Agreement.
- c. Termination of this Agreement shall not affect any action required to complete or implement Messages which are sent prior to such termination.



## **10. Interruption of Service**

- a. The parties acknowledge that service may be interrupted at times during the course of this Agreement. In such circumstances, the parties shall immediately consult each other on the use of alternative forms of communication to be used, including facsimile, telephone or paper. Any alternative forms of communication shall not be controlled by this Agreement.
- b. Applicable only in the absence of a relevant clause in the Contract:
  - i. Subject to Sub-Clause 10. a., a party shall not be deemed to be in breach of this Agreement by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any interruption of service or incident of Force Majeure as described in Sub-Clause 10.b.iii. below, of which he has notified the other party without delay
  - ii. The time for performance of that obligation shall then be extended accordingly. Sub-Clause 10. b. i. shall not operate so as to relieve liability for any matter which is a breach of Clause 3 of this Agreement
  - iii. For the purposes of this Agreement, Force Majeure means, in relation to either party, any circumstances beyond the reasonable control of that party.

## **11. Invalidity and Severability**

In the event of a conflict between any provision of this Agreement and any law, regulation or decree affecting this Agreement, the provisions of this Agreement so affected shall be regarded as null and void or shall, where practicable, be curtailed and limited to the extent necessary to bring it within the requirements of such law, regulation or decree but otherwise it shall not render null and void other provisions of this Agreement.

## **12. Notices**

The provisions of DEFCON 526 shall apply.

## **13. Precedence**

In the event of any conflict between the terms of this Agreement and the Contract, then the terms of the Contract shall prevail in relation to the substance of the Messages in connection with the Contract.

## **14. Virus Control**

Each party and its intermediary (if any) shall operate at all times a virus control check for all Interchange of Messages.

## **15. Limit of Liability**

- a. Each party agrees that, in relation to any claim, or series of connected claims, including claims for negligence but excluding claims resulting from wilful misconduct, arising from any delay or omission or error in the electronic transmission or receipt of any message pursuant to this Agreement, the liability of either party to the other shall be limited to £10,000 (exclusive of VAT), or where the Contract provides otherwise, to such other amount as is specified in the Contract.
- b. For the avoidance of doubt, liability in relation to any claim arising under the Contract shall be determined in accordance with the Contract.
- c. In the event that a delay, omission or error as referred to in Clause 15a occurs, which causes a delay in the performance of an obligation by either party under the Contract, the period for the performance of that

obligation by the affected party shall be extended by a period of time equal to the period of any such delay, omission or error.

#### **16. Entire Agreement**

This Agreement, including Annex A and any documents expressly referred to in this Agreement, represents the entire agreement between the parties and supersedes all other agreements oral or written, and all other communications between the parties relating to the subject matter hereof provided that nothing in this Clause shall exclude any liability for fraudulent misrepresentation.

#### **17. Message Implementation Guidelines (MIGs)**

The current and applicable MIG as approved by the MOD within this agreement can be viewed on the D2BTrade Website: <http://www.d2btrade.com>.

## **PURCHASE TO PAYMENT (P2P) SUMMARY**

- 1 The Authority is migrating its purchasing and payment mechanism to an e-commerce solution known as Purchase to Payment (P2P). It is the Authority's intention that the contract resulting from this tender exercise will use P2P for all invoicing and payment processes. Electronic invoicing and payment saves time and cuts down to a minimum paper transaction. It provides a faster, cheaper and better solution for both parties resulting in more useable management information. On average the payment time is reduced to just 8 days from receipt of a valid invoice.
- 2 MOD will send the Supplier an **electronic purchase order** ★ through. On Delivery of P2P Services an **electronic receipt** ★ is raised on P2P by MOD staff. The Supplier then raises and sends an **electronic valid invoice** ★ on their chosen e-commerce system  
★ ★ ★ = 3 way match = payment initiated
- 3 Supplier Connectivity Options  
  
There are 2 main connectivity options:
  - 3.1 Option 1: Web based  
EXOSTAR – Supply Pass ) web based  
The Supplier receives orders and raises invoices using the EXOSTAR Supply Pass web portal
  - 3.2 Option 2: Back office interface  
EXOSTAR – Machine Link )  
XML ) back office interface  
EDI )  
EXOSTAR Machine Link, XML & EDI are all methods of sending messages directly from back office systems that reach P2P. EDI & EXOSTAR Machine Link are either routed via a 3rd party who charge (Charges vary depending on complexities of the link) or using an In House set up. Back office interface set ups can process high volumes of transactions and are proven established technologies for e-Commerce.
- 4 You can view information on the system in use and the methods to connect at [www.d2btrade.com](http://www.d2btrade.com). More information about connectivity options and messaging is available from the Capgemini advisers on the ePurchasing Service Desk telephone number: +44 (0)870 241 3569 or at the following email address: [epurchasing.servicedesk.uk@capgemini.com](mailto:epurchasing.servicedesk.uk@capgemini.com).



**MOD**

**Invitation To Negotiate for:**

Provision of Services and Facilities for Exercise RUCKSACK Events 2016-19

**Tender Number :**

HQLF4A/005



# CONTENTS

This invitation consists of the following documentation:

## **DEFFORM 47ST – INVITATION TO NEGOTIATE**

The DEFFORM 47ST is the document that sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:

- Section A – Introduction Page 1
  - Definitions
  - Purpose
  - ITT Documentation and ITT Material
  - Tender Expenses
  - Material Change of Control from Supplier Selection
  - Contract Conditions
  - Consultation with Credit Reference Agencies
- Section B – Key Activities Page 4
  - Key Dates
  - Points of Contact
  - Clarification Questions and Requests for Extension
  - Precedence
  - Site/Venue Visit
- Section C – Instructions on Preparing Tenders Page 5
  - Tenders for Selected Contractor Deliverables
  - Construction of Tenders
  - Validity
  - Variant Bids
  - Defence Qualifying Contracts
- Section D – Instructions on Submitting Tenders Page 7
  - Submission of your Tender
  - Samples
- Section E – Conditions of Tendering Page 8
  - Conforming to the Law
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  - Sensitive Information
  - Remedies for Breach of Contract
  - Reportable Requirements
  - Conditions of Tendering Specific to this Requirement
- Section F – Specific Instructions to Tenderers Page 11
  - Requirement
  - Duration of Contract
  - Computation of Price
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  - Supplementary Commercial Information
  - Format of Tender Response
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  - Appendix 1 to DEFFORM 110 - Tender Bid Price Breakdown
  - Appendix 2 to DEFFORM 110 – Stage Payment Plan
- Contract Conditions

## **ATTACHMENTS**

- DEFFORM 47ST Annex A (Attached) – Tender Submission Document (Offer)
  - Appendix 1 to DEFFORM 47ST Annex A (Offer) – Information on Mandatory Declarations
- DEFFORM 47ST Annex B (Attached) – Compliancy Statement
- DEFFORM 47ST Annex C (Attached) – Technical Evaluation Matrix
- DEFFORM 30 (Attached) – The Electronic Transactions Agreement
- Draft Contract Annex A (Attached) – Statement of Requirement
- Draft Contract Annex B (Attached) – DEFFORM 111 – Appendix to Contract - Addresses and Other Information
- Draft Contract Annex C (Attached) – DEFFORM 522A – Relevant Form Details for DEFCON 522 Payment Condition
- Draft Contract Annex D (Attached) – DEFFORM 539A – Tenderer's Commercially Sensitive Information Form

Ministry of Defence

## Invitation to Negotiate (ITN)

To: Tenderers:  Gemeinde Ruhpolding	ITT Reference No: HQLF4A/005  ITT Issue Date: 03 March 2015 Due for return by: 21 April 2015 10:00hrs GMT
	: Annmarie Hall – MOD Commercial Wider Markets (MOD Commercial Branch)  Address: MOD Commercial C&C, Army HQ IDL 437, Zone 8, 2nd Floor Ramillies Building Andover, SP11 8HJ Tel No: +44 (0)1264 382 561 Fax No: +44 (0)1264 381 218

### SECTION A - INTRODUCTION

#### Definitions

1. This requirement is issued on behalf of the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"). In this Agreement, the Authority is acting as part of the Crown.
2. "You / Tenderer" means the economic operator or group of operators in the form of a consortium, including subcontractors, which has been invited to submit a response to this Invitation to Tender.
3. "Invitation to Tender" (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.
4. A "Tender" is the offer that you are making to the Authority.
5. "Contractor Deliverables" means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
6. "Schedule of Requirements" Attached below means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.
7. The "Statement of Requirement" details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached to this DEFFORM 47ST. This may include the System Requirements Document (SRD).
8. "Conditions of Tendering" means the Conditions set out in the DEFFORM 47ST that govern the competition.
9. "Contract Conditions" means the attached conditions that will govern any resultant contract.
10. A "Third Party" is any person who is not an employee of the Tenderer as defined at Para 2 above.
11. "Voluntary Transparency Notice" / "Voluntary Ex Ante Transparency Notice" means a mandatory notice used to announce a procurement decision that the Authority intends to place a non-competitive contract under OJEU procedures. This also appears in the DCO. This allows industry to challenge the decision not to compete.



12. "Single Source" means a situation where the Authority has invited a response from one economic operator or group of operators in the form of a consortium.

## **Purpose**

13. The purpose of this ITT is to invite you to propose a solution / best price to our requirement for the Provisions of Services and Facilities for Exercise RUCKSACK 2016-19. This documentation explains and sets out the:

- a. process and timetable for the next stages of the procurement;
- b. instructions and conditions that govern this invitation;
- c. information you must include in your Tender and the required format;
- d. administrative arrangements for the receipt and review of Tenders, and;
- e. Contract Conditions that shall apply in the event that the Authority awards a contract following this invitation.

14. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

15. A Voluntary Ex Ante Transparency Notice (VEAT) for this requirement was published by the Authority in the OJEU dated 18 February 2015 with reference to 2015/S 036-061849 following the Negotiated Procedure under the Public Contract Regulations 2006.

## **ITT Documentation and ITT Material**

16. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any intellectual property rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under subparagraph 16.c above, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation, or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. immediately destroy all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to participate in responding to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and

- g. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

17. You are requested to check that the documentation listed at the contents page to this ITT has been received. In the event that you consider that the above documentation has not been received or believe extracts are missing, you are requested to notify the Commercial Branch named at Page 1 of this ITT. In addition you are requested to report any omissions, ambiguities or errors within this ITT immediately they become apparent.

### **Tender Expenses**

18. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

### **Material Change of Control from Supplier Selection**

19. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect our decision to award the contract to you.

### **Conditions of Contract**

20. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

### **Consultation with Credit Reference Agencies**

21. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

## SECTION B – KEY ACTIVITIES

1. The proposed key dates for this procurement are currently anticipated to be as follows:

Activity	Date and Time	Initiated By	Submit to:
ITT Issue	03 March 2015	The Authority	All Tenderer
Final date for Clarification Questions / Requests for additional information	24 March 2015	Tenderer	The Authority
The Authority Issues Final Answers and Clarifications to Questions/Requests	08 April 2015	The Authority	Tenderer
Final Date for Requests for Extension	13 April 2015	Tenderer	The Authority
Tender Return	21 April 2015 10:00 Hrs	Tenderer	The address detailed at page 1 to this ITT.
Value for Money (VFM) Assessment in accordance with NAPNOC – See Section G and Section H of this DEFFORM 47ST	29 May 2015	The Authority	N/A
The following are indicative timescales for planning purposes only			
Revise or Confirm Offer	12 June 2015	The Authority	N/A
Start of Negotiation	24 June 2015	The Authority	N/A
Best And Final Offer	10 July 2015	The Authority	N/A
Contract Award	24 July 2015	The Authority	N/A

### Points of Contact

2. You shall appoint one person who shall be responsible for all communications with the Authority and to whom the Authority shall address any enquiries. **All enquiries are to be addressed to the issuing Commercial Branch detailed at Page 1 to this ITT.**

### Clarification Questions and Requests for Extension

3. Should you require clarification from the Authority on any aspect of the ITT, the clarification question is to be submitted in writing (e-mail or facsimile are both acceptable) to the Commercial Branch detailed at Page 1 to this ITT at the earliest possible point. You are requested not to store up your questions but rather submit them when a useful number of questions have been identified. Clarification questions submitted other than as directed above will not be answered by the MOD. Any enquiries made by telephone, other than for documents missing from the ITT package, will not be accepted. No approach is to be made to any other department of the Authority on this matter.

4. Requests for an extension is to be made in writing (email is sufficient) to the MOD Commercial Branch detailed at Page 1 to this ITT, by the date and time shown. Any extension is at the sole discretion of the Authority.

### Precedence

5. Information provided in the ITT takes precedence over information you may have received through discussions with MOD staff or the Armed Services. If you believe there is a conflict between data contained in the ITT and information obtained elsewhere then please inform the Commercial Branch detailed at Page 1 to this ITT.

## SECTION C - INSTRUCTIONS ON PREPARING TENDERS

### Tenders for Selected Contractor Deliverables

1. You must Tender for all the Contractor Deliverables listed in the attached Schedule of Requirements.

### Construction of Tenders

2. **Your Tender must be written in English, using Arial font size 11. The Authority would like Prices to be in £GBP which must be Firm Priced, however, If you wish to submit your prices in €Euros please state your reasons for such. Prices must also be in accordance with Section F (Computation of Price) and Section G (Details of Price Breakdown).**

3. To enable the Authority to complete its Value For Money (VFM) Assessment, your price must be broken down. To assist the Authority's VFM Assessment and Tender evaluation please set out your Tender response in accordance with Section F (Specific Instructions to Tenderers) and Section G (Details of Price Breakdown) and Section H (Tender Evaluation).

### Validity

4. Your Tender must be valid / open for acceptance for 90 calendar days from the Tender return date.

### Variant Bids

5. The decision to invite a Single Source response is based on the scope of the requirement. Where you submit a variant bid that is outside the scope of the requirement the Authority may be obliged to compete the requirement.

### Defence Qualifying Contracts

#### Defence Reform Act 2014 – Part 2, Single Source Contracts

6. You must understand the implications of having a Qualifying Defence Contract (QDC) under the provisions of the Defence Reform Act 2014 (DRA): <http://services.parliament.uk/bills/2013-14/defencereform.html>.

7. The DRA will enable secondary legislation, to be called Single Source Contract Regulations 2014 (SSCR), which are expected to come into force:

- a. for new contracts placed on or after 1 December 2014<sup>1</sup> but before 31 March 2015 with a value of £500M (ex VAT) or above;
- b. for new contracts placed on or after 1 April 2015 for contracts with a value of £5M (ex VAT) or above; and
- c. for contracts amended on or after 1 December 2014<sup>1</sup> where the amended contract has a value of £5M (ex VAT) or above, and both parties agree that the amended contract should be a QDC.

8. The DRA and SSCR set out the criteria for determining when a single source contract is a Qualifying Defence Contract (QDC). Any new single source contract that meets the criteria will be a QDC, unless exempted by the Secretary of State for Defence. Exemptions will only be granted in exceptional circumstances.

9. The DRA and SSCR cover such matters as the pricing of qualifying contracts, the information, openness and transparency that the parties must provide to each other, and the rights and obligations of both parties to a QDC once on contract.

10. The DRA requires a primary contractor to be satisfied that the costs proposed for inclusion in the price of a QDC are Allowable Costs, in that they are appropriate, attributable to the contract and reasonable in the

circumstances. The MOD also has an obligation to be satisfied that these criteria are satisfied and at any time may require you to show that this is the case in relation to any particular cost. A new body, the Single Source Regulations Office (SSRO) will in due course issue Statutory Guidance on Allowable Costs that the parties to a qualifying contract will be expected to adhere to, other than in exceptional circumstances. You must understand that either party to a contract that may arise because of this ITT may subsequently make a referral to the SSRO for an adjustment of the contract price, if that party believes the price agreed was not in accordance with the requirements of the DRA / SSCR.

11. The DRA requires that the Contract Profit Rate agreed between the parties for qualifying contracts must be agreed in accordance with the provisions of the DRA and SSCR.

12. The DRA also sets out the criteria for determining when a contract is a Qualifying Sub-contract (QSC) to which the DRA and SSCR will apply. Any single source sub-contract in excess of £25M, placed in support of a QDC or another QSC and which meets the criteria in the DRA, is potentially a QSC. Responsibility for assessing whether a sub-contract is a QSC lies with the party placing the sub-contract. The Tenderer therefore has an obligation to determine whether any planned sub-contract is a QSC. The Tenderer must keep a record of any determinations and notify both the Secretary of State for Defence and the sub-contractor in writing when a sub-contract is determined as a QSC.

13. The MOD Commercial Toolkit (<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>) provides further information about the new single source legal framework. As more detailed information becomes available (including any contract reporting templates and new Contract Conditions) the MOD Commercial Toolkit will be updated.

<sup>1</sup> This date may change.

## SECTION D - INSTRUCTIONS ON SUBMITTING TENDERS

### Submission of your Tender

1. You must send your Tender to the Commercial Branch detailed at Page 1 to this ITT. You must provide paper/CD copies unpriced and paper/CD copies priced copies of your Tender and copies of supporting documents in accordance with the Special Notices and Instructions to Tenderers (SNITS) to this ITT.
2. You must complete and include the information and returns in accordance with Section F (Specific Instructions to Tenderers)
3. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons no individual envelope or box should weigh more than 11 kilos.
4. If you intend to hand deliver your Tender you must inform the Commercial Branch of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.
5. **The Authority cannot assume or use any prior knowledge or experience gained through any previously dealings the Authority may have had with your Organisation in regards to this requirement, therefore it is imperative that you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.**

### Samples

6. Where samples are required for evaluation purposed you must be prepared to submit them without charge. You should clearly label samples with the following particulars:
  - a. Your name and address;
  - b. The Tender Reference Number and due date for return of the Tender; and
  - c. The Description and Item Number as shown in the Schedule of Requirements.
7. The Authority shall retain all samples for 12 months from the Tender return date. After this period the Authority will destroy the samples unless you specifically state that you require their return. The Authority may keep samples associated with a successful Tender indefinitely.
8. Samples that are consumed will not be returned.

## **SECTION E – CONDITIONS OF TENDERING**

1. The issue of ITT Documentation is not a commitment by the Authority to place an order as a result of this ITT or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance thereof, is a matter solely for your commercial judgement. In addition to its legal rights in relation to qualifying contracts under the Defence Reform Act 2014 the Authority reserves the right to:

- a. seek clarification or additional documents in respect of your submission;
- b. not enter into a contract if you are found guilty of serious misrepresentation in relation to your Tender or the Tender process;
- c. re-assess your suitability. For example where there is a material change of control from supplier selection;
- d. reject / negotiate your Tender or part of your Tender;
- e. withdraw this ITT at any time, or to invite other Tenders on the same or any alternative basis;
- f. choose not to award any contract as a result of the current procurement process;
- g. award a contract for some of the Contractor Deliverables unless you specifically oppose this in your Tender or state any minimum order quantities.

2. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 8 and you accept via a DEFFORM 10. Written notification will be issued, to the address you provide, on or before the expiration of the period specified in Section C Paragraph 4.

### **Conforming to the Law**

3. You must comply with the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

4. Your attention is drawn in particular to legislation relating to canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

### **Fraud and Other Illegal Practices**

5. You must report any, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline  
0800 161 3665 (UK) or  
+44 1371 85 4881 (Overseas)

### **Conflicts of Interest**

6. You must notify the Authority immediately of any new Conflicts of Interest (COI) that have arisen or that arise at any point prior to the contract award decision.

7. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:

- a. manner of operation and management;
- b. roles and responsibilities;
- c. standards for integrity and fair dealing;
- d. levels of access to and protection of competitors sensitive information and Government Furnished Information;
- e. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

Should your Tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.

### **Government Furnished Assets**

8. Where the Authority provides Government Furnished Assets (GFA) in support of this procurement, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-99. If the Authority decides not to proceed with this procurement, you must seek disposal instructions for that GFA from the named Commercial Officer.

### **Publicity Announcement**

9. The Authority will publish notification of the contract and may publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain. You should complete and return the attached DEFFORM 539A at Annex D to the Draft Contract as explained in the DEFFORM 47ST Annex A and associated Appendix 1.

10. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

11. Under no circumstances should you confirm to any Third Party the Authority's acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

### **Sensitive Information**

12. 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-governmental role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.

13. For these purposes, the Authority may share within Government any your documentation / information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by you to the Authority during this Procurement. You must identify any sensitive material in the DEFFORM 539A and consent to these terms as part of the tendering process.

### **Remedies for Breach of Contract**

14. You should be aware of the contractual remedies set out in the Contract Conditions. Damages for breach of contract are not limited under the contract. However, you should also note that in exercising its rights and remedies under the contract the Authority must act in a reasonable and proportionate manner having due regard to the nature and consequences of the breach of contract. If you are unsure about the potential liability under the contract, you should seek advice from the named Commercial Officer.



**Reportable Requirements**

15. Listed in the DEFFORM 47ST Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach these returns listed in the Annex and, where you select "Yes" you attach the relevant information.

16. This is not a test of your answer but failure to complete this part of the Annex makes your Tender non-compliant.

**Specific Conditions of Tendering**

17. The Tenderers' attention is drawn to Section F Specific Instructions to Tenderers.

## SECTION F - SPECIFIC INSTRUCTIONS TO TENDERERS

### Requirement

1. Exercise RUCKSACK is the British Army Nordic Skiing Championships. This requirement is for the provision of a suitable venue and facilities to host the event in accordance with Federation International de Ski (FIS) Standards and International Biathlon Union (IBU) Standards. FIS and IBU are the international governing bodies for cross country and biathlon skiing. They produce the rules/regulations and competition requirements for international level events. Further detail on the requirement can be found within the Statement of Requirement at Annex A to the draft contract. FIS documentation can be found online at the following website: <http://www.fis-ski.com/> and IBU documentation at <http://www3.biathlonworld.com/en/downloads-2.html>.

### Duration of Contract

2. Subject to the Authority's rights to determine a contract, the duration of the Contract will be **from the date of contract award for 1 calendar year**, notwithstanding the Authority's rights of earlier termination detailed at condition 2.17 of the draft contract.

3. Subject to the Authority's rights to determine a contract, the successful Tenderer is to agree to hold open irrevocable offers for a further 3 Option Years (which are to be treated as separate options). The Authority has the sole right to exercise its preference to accept each binding offer. The acceptance will be made in writing by the Authority as an amendment to the contract accepting the irrevocable offer that will vary the date of the contract end.

### Computation of Price

4. The Authority requires Tenderers to quote FIRM prices for the 1<sup>st</sup> year and each of the 3 option years (i.e. not subject to variation in any respect) in accordance with DEFFORM 110 Schedule of Requirements, Appendix A to DEFFORM 110 and the instructions given at Paragraph 6 below. Your firm prices are to include all expenses. This will form the common basis on which Tenderer's price(s) will be evaluated.

5. Your total tender price must be in accordance with the table as detailed in Appendix A to DEFFORM 110, this approach will be used in formulating a total tender price as stated in the DEFFORM 47ST (OFFER). **Your offer must also provide comprehensive details of your price breakdown in accordance with Section G to this ITT to enable the Authority to complete it's Value For Money (VFM) Assessment,**

6. Tenderers should note that the total value of the tender for the 1<sup>st</sup> year only must be stated on the DEFFORM 47ST (OFFER), option prices should not be included.

7. Tenderers are to note that the number of staff and scale of facilities actually employed to provide the services and facilities would be a matter for the Contractor (except where prescribed in the conditions and specifications), and no adjustment of price would be made if staff and facilities required were more than stipulated in the Contractor's tender for the task as described in the specification.

8. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supplies of Articles and/or Services by the Contractor to the Authority. However, where Articles and/or Services are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non- EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Articles and/or Services. **If applicable, Tenderers are to provide details as part of their tender confirming this is the case, stating this sum and the percentage the sum equates to of the total tender price as an additional item on the DEFFORM 110, at Appendix A to DEFFORM 110 and included as part of the tender price within the DEFFORM 47ST (OFFER) and your price breakdown in accordance with Section G to this ITT.**

### Purchase to Payment

9. The MOD is progressively migrating its transactional purchasing activity to electronic purchasing using a standard Purchase to Payment (P2P) system operating over the Defence Electronic Commerce Service (DECS).

10. It is anticipated that if successful, the tenderer will have sufficient time between contract award and contract start date to ensure their chosen e-commerce connectivity solution is set up in time to commence the contract trading with MOD on P2P
11. You have confirmed at the Pre-qualification Stage that you are able or willing to trade via P2P.
12. Please provide the following as part of your Tender response:
  - a. Confirmation of the e-commerce solution you plan to implement and proof of how this solution will be implemented;
  - b. Timeframe to implement this solution (and therefore confirmation that they could effect this within the time between contract award and contract start date);
  - c. As a percentage, the discount that has applied to your prices taking account of the faster payment time and reduced paper billing (if any).
  - d. If one has not already been agreed between the resulting contractor and the Authority, a corporate DEFFORM 30 (Edn 01/07) shall be agreed and signed, and copy of this stand alone agreement included in the contract.
13. Tenderers attention is drawn to the relevant terms and conditions included in the draft contract documentation within this tender, which are as follows:
 

DEFCON 5J (Edn 07/08)

DEFCON 522J (Edn 05/03)

DEFCON 129J (Edn 07/08)
14. If not already connected electronically to the MOD's P2P system, tenderers should consult on connectivity options with the service provider. You can view information on the system in use and the methods to connect at [www.d2btrade.com](http://www.d2btrade.com). A P2P Summary can also be found at Annex A to DEFFORM 30.

## Supplementary Commercial Information

15. **Assumptions** - The tenderer is to submit a summary list of all the assumptions, exclusion and/or limitations the Tenderer has made whilst compiling his Tender and any resultant dependencies, including a nil return.
16. **Company** - The Tenderer is to confirm the full legal name, address and registration number of the Company as detailed in the register at Companies House or their country's equivalent organisation. If the Tenderer is a division or subsidiary, then the Company's relationship with the parent company is to be stated.
17. **Insurance Policy** – Tenderers must provide proof of Public Liability Insurance of not less than £5M (or €Euro equivalent to £GBP) per incident and unlimited in the number of occurrences.

## Format of Tender Response

18. The Tender shall be concise, well indexed, and in an easy to follow format but also be in sufficient detail to enable the ITT Evaluation Team to assess the technical and commercial aspects of the proposed programme. Tenders shall be presented in A4 size paper and folded A3 (should the latter be required).
19. The Tender shall be divided into two (2) Proposals comprising a Technical Proposal and a Commercial Proposal. Details of the **Tender prices are to be included in the Priced Commercial Proposal only**. Price details should not appear in any other part of the Tender response.
20. Tenderers shall ensure that a detailed Contents List accompanies the Tender. This is to enable the ITT Evaluation Team to readily identify and verify that all elements of the Tender have been received. The list should include the number of pages (for paper copies) and file sizes (for electronic copies) in each sub section.
21. Each Proposal is to be prepared as an independent self contained document.

22. Your Tender is to be submitted (number of copies required is shown in the table below) as per DEFFORM 47ST. Electronic data provided by the Tenderer shall be compatible with ECI Team Computing Systems including Microsoft® Office Package 2003 and adobe® Reader 9 and/or X Pro. Submissions produced using MS Office 2007 must be saved in compatibility mode for use with MS Office 2003:

Title	PAPER Copies	CD Copies
Technical Proposal  One original (with original signatures) and Four hard copies and one CD-ROM copy, all unpriced	1 un-priced original 3 un-priced copies	1 unpriced
Commercial Proposal  One original (with original signatures) hard copy priced proposal, and one priced CD-ROM copy	1 priced original	1 priced

23. The Tenderer shall confirm that CDs are free from any viruses and that they contain all Tender information. If any data, such as drawings, is not included then these should be separately listed.

24. The Tenderer is to certify that the electronic version is identical in all respects to the 'Hard Copy' Tender. In the event of any discrepancy between the paper copy and CD ROM copies of the Tender response submitted, the paper copy submitted to the Tender Board will take precedence.

25. The Tenderer should complete the response templates without altering the format of the documents other than to make additional space for information that he may wish to include.

26. **The Tenderer's Commercial Proposal** shall contain the following information and/or returns which the Authority deems to be **mandatory criteria**. **Failure to meet the Mandatory Criteria will result in your Tender being non-compliant;**

- a. An original signed DEFFORM 47ST Annex A (offer) (excluding Appendix 1) with one paper copy of your commercial proposal, including a total price computed in accordance with Section F Paragraphs 4-8.
- b. DEFFORM 47ST Annex (offer) Mandatory Declarations completed with required information and forms completed and provided to the Authority in accordance with Appendix 1 to DEFFORM 47ST Annex A (Offer) which is to include:
  - i. Form 1686 for Sub Contracts (link to Form within Appendix 1 to DEFFORM 47ST Annex A (Offer)) – Nil Return Required
  - ii. DEFFORM 539A (Annex D to Draft Contract – Attached separately) – Tenderer's Commercially Sensitive Information – Nil Return required
  - iii. DEFFORM 30 (Attached separately)– Purchase to Payment (P2P) Agreement duly completed and signed
- c. Annex B to DEFFORM 47ST – Compliancy Statement duly completed
- d. P2P Details Requested at Section F Paragraphs 12 a-c to this ITT
- e. Supplementary Information Requested at Section F Paragraphs 15-17
- f. DEFFORM 110 to Draft Contract - Schedule of Requirements duly completed
- g. Appendix 1 and 2 to DEFFORM 110 to Draft Contract - Tender Bid Price Breakdown duly completed and the Tenderers Proposed Stage Payment Plan should the Contractor wish to include stage payments.
- h. Tender Price Breakdown information in accordance with Section G to this ITT.

27. **The Tenderers Technical Proposal** shall contain a comprehensive proposal representing a description of how the Statement of Requirement at Annex A to the Draft Contract will be delivered **and** covering the aspects as indicated at Annex C (Technical Evaluation Matrix) to this DEFFORM 47STR SNITs.

## SECTION G – DETAILS OF PRICE BREAKDOWN

This section details the information required for the Authority to complete its Value For Money (VFM) Assessment.

Your Offer **MUST** detail the following:

<b>Hours / Days</b>	The number of hours / days it takes to complete the requirement.
<b>Hourly / Day Rates</b>	The rate used. Where available these should be agreed CAAS (Cost Assurance and Analysis Services) rates.
<b>Materials</b>	The cost of any raw materials. Please provide a copy of any quotes or invoices with your Tender.
<b>Significant Sub-contractor Costs, e.g. &gt;£50k or €Euro equivalent to £GBP</b>	The cost of bought in facilities, services and / or parts. Please provide a copy of the sub-contractor quotation / invoice with your Tender. You are encouraged to run a competition at sub-contractor level and advertise opportunities in the MOD Defence Contracts Bulletin, where appropriate. If the sub-contract is going to be single source and expected to be circa £20m (or €Euro equivalent to £GBP) or more, you must assess whether you expect it to be a Qualifying Sub-contract under the provisions of the Defence Reform Act 2014, and state the conclusion of your assessment.
<b>Other costs</b>	List any rates used to recover overhead costs not otherwise recovered through the activity-based hourly and daily rates stated above. These rates are usually recovered by the application of a percentage uplift to a base cost (e.g. Material Handling is often recovered as a percentage uplift applied to material costs). Where you have an agreed QMAC (Questionnaire on the Method and Allocation of Costs) you must quote the reference. Where you do not have an agreed QMAC please include a list of what is included in the overhead rate(s). Provide a sub-total that the overhead will apply to.
<b>Profit Rate</b>	State the Profit Rate used. Note that if the contract is a qualifying contract under DRA 2014, then the contract profit rate will have to be agreed in accordance with the provisions of the legislation.
<b>Risk / Opportunities</b>	State whether you have included any contingency for risks and the details on how this has been calculated. State any opportunities that you foresee, e.g. exchange rate movement.
<b>Assumptions</b>	State any assumptions made about your proposal, such as the process, when decisions will be made etc.
<b>Exclusions</b>	State any matters that are excluded which, if they subsequently occur, you would expect the MOD to share cost liability.

The Authority approaches all contract pricing on the basis of the NAPNOC principle (No Acceptable Price, No Contract). We will not enter into any contract that is unacceptably priced. Details can be found on <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

## SECTION H - TENDER EVALUATION

1. Your tender will be evaluated using the Most Economically Advantageous Tender (MEAT) method on the basis of the Best Technical Tender that is Affordable. The contract shall be awarded to the best technical tender within budget. The budget for this procurement is **(REDACTED)** for the first Year. The Authority has a policy of 'No Acceptable Price, No Contract', if the Tenderer's Best and Final Offer following Negotiations is in excess of this budget then the tender will be deemed as non-compliant

2. **Mandatory criteria** – The mandatory criteria is not scored but will be marked as a Pass or Fail. Tenderers are reminded that failure to meet the Mandatory Criteria will result in your Tender being non-compliant. The Mandatory Criteria is as follows:

<b>Mandatory Criteria:</b>		
Commercial Informations>Returns detailed at Section F Paragraph 26 a-h to this ITT		Pass / Fail
Minimum Technical Requirements met (minimum score of 3 before weighting is applied against serials 2, 3, 4, 7, 13, 14, 15, 18 and 19 to the Technical Evaluation Matrix at Annex C to this ITT		Pass / Fail
Minimum Total Technical score of 129 out of a possible 215 to be achieved		Pass / Fail

3. **Pricing Evaluation**– Prices submitted as part of the Commercial Proposal will be assessed in accordance with Section G, Details of Price Breakdown, the pricing construct at DEFFORM 110, Appendix 1 to DEFFORM 110 to the draft contract and the following:

- a. Price should be computed strictly in accordance with Section F Paragraphs 4-8 Computation of Price.
- b. Elements that make up the price of a Tender will be assessed for realism, completeness and affordability. Should the Authority deem it necessary, an independent financial assessment of the financial risks involved shall be conducted. Should the Authority deem the financial risks to be unacceptable your Tender will be determined non-compliant.

4. **Technical Evaluation** - The criteria and associated weightings for the Technical Evaluation are at Annex C to this ITT. Evaluation of these aspects will be based primarily on the production of method statements and supporting evidence provided by the Tenderers. Up to 3 Technical Evaluators with a Winter Sports User background will be appointed, each of whom will score the proposals independently using their professional judgement, objectively and based on the evidence provided before the Tender Assessment Panel (TAP) using the following marking criteria:

<b>Technical Evaluation Scoring Mechanism:</b>		
Each individual criterion will be evaluated against the following scoring mechanism.		
Score	Assessment	Interpretation/Rationale
0	Unacceptable	Does not meet the requirement. Does not comply and/or there is insufficient information provided to demonstrate that the Tenderer has the ability, understanding, skills, resources and quality measures required to provide the services and facilities, with no evidence to support the response.
1	Major Reservations	Major reservations of the Tenderers relevant ability, understanding, skills, resources and quality measures required to provide the services, with little or no evidence to support the response.
2	Minor Reservations	There is some evidence of meeting the criteria, however there are some gaps and minor reservations of the Tenderers ability, understanding, skills, resources and quality measures required to provide the services and facilities, with little or no evidence to support the response.
3	Acceptable	Satisfies the requirement. Adequate demonstration by the Tenderer of the relevant ability, understanding, skills, resources and quality measures required to provide the services and facilities, with evidence to support the response.
4	Good	Satisfies the requirement with minor additional benefits. Above average demonstration by the Tenderer of the relevant ability, understanding, skills, resources

		and quality measures required to provide the services and facilities. The response identifies factors that will offer potential added value, with evidence to support the response.
5	Excellent.	Exceeds the requirement. Exceptional demonstration by the Tenderer of the relevant ability, understanding, skills, resources and quality measures required to provide the services and facilities. The response identifies factors that will offer potential added value, with evidence to support the response.

5. A minimum acceptable total score for technical marks will be set at 129 (or above) out of a possible 215 and a minimum score of 3 is to be achieved before weighting is applied against serials 2, 3, 4, 7, 13, 14, 15, 18 and 19 which is included as part of the mandatory criteria at paragraph 2 above.

## Evaluation Process

7. The process is expected to comprise the following activities:
- a. Separate technical and commercial proposal assessments of all Tenders received. This may include requests for technical and/or commercial proposal clarifications.
  - b. Technical evaluators will score the Technical proposals independently before the Tender Assessment Panel (TAP) without site of the pricing information.
  - c. The commercial evaluation will be undertaken by the Commercial Branch detailed at Page 1 to this ITT. Commercial includes, but is not restricted to, price, cost, risk and legal aspects. An independent financial assessment of the financial risks involved may also be conducted, should the Authority deem it necessary
  - e. On completion of the process, a combined evaluation will be undertaken by the Tender Assessment Panel (TAP). This will include a final review of the technical scores for moderation and consensus before a final score is agreed.
  - f. The Commercial Proposal Prices and scores will be revealed by the Commercial Branch to the TAP once the final technical scores have been agreed. The prices will then be discussed and negotiations will be conducted where necessary.
  - g. Should the Authority deem the tender technically compliant and affordable, the tenderer will be awarded the contract.





**MOD**

**DRAFT CONTRACT FOR:**

Provision of Services and Facilities for Exercise RUCKSACK Events 2016-19

**Tender Number :**

HQLF4A/005

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# 1. DEFFORM 110 - SCHEDULE OF REQUIREMENTS

<b>Tenderers:</b> Gemeinde Ruhpolding	<b>MINISTRY OF DEFENCE</b>	<b>Tender No</b> <b>HQLF4A/005</b>
	<b>Schedule of Requirements for:</b> Provision of Services and Facilities for EXERCISE RUCKSACK Events 2016-19	
<b>Issued With</b> <b>DEFFORM 47ST</b>	<b>On</b> <b>03 March 2014</b>	<b>Previous Contract No</b>

## Requirements

Item Number	Description	Notes to Supplier	Total Price (ex-VAT)
1	YEAR 1 – Provision of Services and Facilities for Exercise RUCKSACK Events 2016	To include all responsibilities of the contractor within the Statement of Requirement at Annex A to the Draft Contract	
2.	OPTION YEAR 1 - Provision of Services and Facilities for Exercise RUCKSACK Events 2017 in accordance with General Condition 2.5.2 of the Draft Contract	To include all responsibilities of the contractor within the Statement of Requirement at Annex A to the Draft Contract	
3.	OPTION YEAR 2 - Provision of Services and Facilities for Exercise RUCKSACK Events 2018 in accordance with General Condition 2.5.2 of the Draft Contract	To include all responsibilities of the contractor within the Statement of Requirement at Annex A to the Draft Contract	
4.	OPTION YEAR 3 - Provision of Services and Facilities for Exercise RUCKSACK Events 2019 in accordance with General Condition 2.5.2 of the Draft Contract	To include all responsibilities of the contractor within the Statement of Requirement at Annex A to the Draft Contract	

## DEFFORM 110 – APPENDIX 1 - PRICE BREAKDOWN

ITEM	DESCRIPTION	YEAR 1			OPTION YEAR 1 (YEAR 2)			OPTION YEAR 2 (YEAR 3)			OPTION YEAR 3 (YEAR 4)		
		PRICE (EACH) (VAT EX)	QTY	PRICE TOTAL (VAT EX)	PRICE (EACH) (VAT EX)	QTY	PRICE TOTAL (VAT EX)	PRICE (EACH) (VAT EX)	QTY	PRICE TOTAL (VAT EX)	PRICE (EACH) (VAT EX)	QTY	PRICE TOTAL (VAT EX)
1	Cost for the Stadium Hire to include all facilities detailed in the SOR and race preparation												
2	Cost for the timing and results service												
3	Cost for FIS and IBU Technical Delegate												
4	Cost for IBU Range Referee												
5	Cost for Chief of Course												
6	Cost for Range Team												
7	Cost by bed night of athlete self catering accommodation for up to 2800 bed nights												
8	Cost by bed night of official B&B accommodation for up to 450 bed nights												
9	Cost of biathlon race office to include all facilities detailed in the SOR.												
10	Cost of Race Programme												
11	Cost of Biathlon Leg Numbers												
12	Cost of Safety drinks and cups												
13	Contractor costs for travel and subsistence												
	Other Costs (detail below):												
TOTAL CONTRACT VALUE (VAT EX)													
TOTAL VAT (IF APPLICABLE <sup>1</sup> )													
TOTAL CONTRACT VALUE (VAT INC)													

<sup>1</sup> EU Country equivalent to tax – Tenderers are to refer to para 6.6 of the SNITS and para 8.2.1 of the proposed contract.

## DEFFORM 110 - APPENDIX 2 – STAGE PAYMENT PLAN

Condition 8.1.4 of the Contract Terms and Conditions refer.

The following Stage Payment Plan shall apply to the Contract:

YEAR 1				
Serial	Agreed earliest date of claim	Details of deliverable that payment is linked to	Percentage of Total Contract Value	Payment Value
A				
B				
C				

If Option Years are taken up, the following shall apply to the Contract:

YEAR 2 – OPTION YEAR 1 (IF TAKEN UP)				
Serial	Agreed earliest date of claim	Details of deliverable that payment is linked to	Percentage of Total Contract Value	Payment Value
A				
B				
C				
YEAR 3– OPTION YEAR 2 (IF TAKEN UP)				
Serial	Agreed earliest date of claim	Details of deliverable that payment is linked to	Percentage of Total Contract Value	Payment Value
A				
B				
C				
YEAR 4– OPTION YEAR 3 (IF TAKEN UP)				
Serial	Agreed earliest date of claim	Details of deliverable that payment is linked to	Percentage of Total Contract Value	Payment Value
A				
B				
C				

## **2. GENERAL CONDITIONS**

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

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

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

DEFCON516 (Edn.04/12) - Equality

DEFCON518 (Edn.11/12) - Transfer

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

DEFCON521 (Edn.04/12) - Sub-Contracting to Supported Businesses

DEFCON526 (Edn.08/02) - Notices

DEFCON527 (Edn.09/97) - Waiver

DEFCON528 (Edn.05/12) - Overseas Expenditure, Import and Export Licences

The Contractor's attention is drawn to clauses 1-3 of DEFCON 528 requiring notification of overseas expenditure. In this connection, the Contractor shall, within one month of acceptance of the Contract, notify the Contracts Branch of details of any overseas sub-contract or order he has placed, or intends to place, in aid of the contract. Details to be provided are: Contract No; Country in which sub-contract placed/to be placed; Name, Division and full postal address of sub-contractor; Value of sub-contract as applicable to main contract; Date placed/to be placed. If no overseas orders are to be placed, the Contractor shall advise the Contracts Branch to this effect in the same timescale

DEFCON528App - Appendix to DEFCON 528 - Overseas Expenditure, Import and Export Licences

DEFCON529 (Edn.09/97) - Law (English) - Where Applicable (See DEFCON 646)

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

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

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

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

DEFCON538 (Edn.06/02) – Severability

DEFCON 539 (Edn 08/13) - Transparency

DEFCON 550 (Edn 02/14) - Child Labour and Employment Law

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

DEFCON620 (Edn.06/14) - Contract Change Control Procedure

DEFCON646 (Edn.10/98) - Law and Jurisdiction (Foreign Suppliers) - Where Applicable (See DEFCON 529)

DEFCON656 (Edn.03/06) - Break

## **2.1 Amendments to Contract - Army Winter Sports**

- 2.1.1 In addition to the requirements of DEFCON 503, the Contractor shall not accept any instructions which may have the effect of altering the terms of the Contract, without the prior written approval of the Commercial Branch. Only the Commercial Branch is authorised to vary the terms and conditions of the Contract. Such variations shall only have effect if agreed in writing. Amendments to the Contract shall be serially numbered and issued only by the Commercial Branch.
- 2.1.2 Any technical or other proposal from the Contractor requiring an amendment to the Contract is to be submitted in writing to the Authority for consideration, together with a cost and time-scale implications. Any such changes accepted by the Authority shall be notified to the Contractor by written amendment to the Contractor, and shall not be effective until accepted by the Authority.
- 2.1.3 Notwithstanding DEFCON 503, nothing said, done or written by any person nor anything omitted to be said, done or written by any person including, but without limitation, any servant or agent of the Authority shall in anyway affect the rights of the Authority, modify, affect, reduce, or extinguish the obligations and liabilities of the Contractor under the Contract, or be deemed to be a waiver of rights of the Authority, unless stated in writing and signed by the Commercial Branch, except as provided for under existing rights such as, but not exclusively, DEFCON 5J and DEFCON 502.
- 2.1.4 For the purposes of this contract, the representative of the Authority for the purpose of DEFCON 502 and DEFCON 503 shall be the Commercial Branch, whose address is detailed at Box 1 of DEFFORM 111 to this contract.

## **2.2 Conditions of Contract - Army Winter Sports**

- 2.2.1 A full set of the relevant Standard Contract Conditions and DEFCONs / DEFFORMs may be obtained from MOD, Forms and Publication Commodity Management, PO Box 2, Building C16, C Site, Lower Arcott, Bicester, OX25 1LP. These are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

## **2.3 Contractor's Personnel - Army Winter Sports**

- 2.3.1 For the purpose of this Contract, the term "Contractor's personnel" shall include all employees of the Contractor and Sub-Contractors to the Contractor who are assigned to the Contract. The Contractor shall bear full responsibility for the actions of these personnel, in connection with the activities associated with the Contract, throughout the duration of the Contract.
- 2.3.2 The Contractor warrants that it will provide suitably qualified personnel and all other resources necessary to complete the Contract. The Contractor shall immediately notify the Project Manager of any loss of key personnel and the proposed remedial action.
- 2.3.3 The Contractor shall appoint a competent and qualified person (the Contract Manager) to manage and assure performance of the Contract. Such appointment shall be subject to the approval of the Authority (Project Manager).
- 2.3.4 The Contract Manager shall have full authority to act on behalf of the Contractor for all purposes of this Contract. The Authority shall be entitled to treat any act of the Contract Manager in connection with this Contract as being expressly authorised by the Contractor, and shall not be required to determine or enquire whether any express authority has in fact been given.
- 2.3.5 Immediately upon the Contract Manager ceasing to act for any reason and, where appropriate, prior to termination of the appointment, the Contractor shall by notice to the Authority appoint a substitute. Such appointment shall be subject to the prior approval of the Authority.
- 2.3.6 Where specific personnel have been proposed by the Contractor for the performance of the Contract, the Contractor shall take all reasonable steps to avoid changes to such personnel and any changes which are unavoidable shall be brought to the immediate attention of the Authority which reserves the right, acting reasonably, to reject such alternative personnel as the Contractor may then propose. The



agreement by the Authority, whether notified or otherwise, to any personnel proposed in any originating tender or subsequent proposal shall not prejudice the requirement upon the Contractor to perform the Contract.

- 2.3.7 If in the opinion of the Authority, acting reasonably, any of the Contractor's employees associated with the performance of the Contract shall misconduct himself or be incapable of efficiently performing his duties or it shall not be in the public or National interest for any such person to be employed or engaged by the Contractor in the performance of the Contract then the Contractor shall remove such person without delay on being required to do so by the Authority (Project Manager).

## **2.4 Data Protection - Army Winter Sports**

- 2.4.1 The Contractor shall take such steps as the Authority may require to enable the Authority to comply, and shall itself comply, with the Data Protection Act 1998 ("the Act") in performing its obligations under the Contract and shall provide the Authority with such information as the Authority may reasonably require to satisfy itself that the Contractor has taken such steps.

## **2.5 Duration - Army Winter Sports**

- 2.5.1 The duration of the Contract shall be from the date of Contract Award for 1 Calendar Year, not withstanding the Authority's rights of earlier termination under condition 2.17.
- 2.5.2 The Contractor agrees to hold open irrevocable offers for Option Years 1, 2 & 3 (which are each treated as separate Options) at the prices detailed in the DEFFORM 110 Schedule of Requirements agreed at contract award. The Authority has the sole right to exercise its preference to accept each binding offer. Such acceptance will be clearly affected in writing by the Commercial Branch, whose details are at Box 1 of DEFFORM 111 to this contract, 30 calendar days prior to the end of the contract. The acceptance in writing will constitute an amendment to the contract accepting the irrevocable offer that will vary the date of the contract end.

## **2.6 Emergencies, Periods of Tension, Transition to War and Hostilities - Army Winter Sports**

- 2.6.1 The Contractor shall continue to provide the Services required in peace, during periods of tension, in transition to war and during hostilities. The Contractor shall also provide any reasonable additional support required in the event that the Authority is directed to respond to any national or international emergency, disaster or other unforeseen task.
- 2.6.2 If the cost or time taken to complete the service is directly affected as a result of any such event described in Condition 2.6.1 above the Contractor shall be entitled to a compensating amendment to the order in respect of price and/or service delivery.

## **2.7 Entire Agreement - Army Winter Sports**

- 2.7.1 This document package and any documents expressly incorporated by reference into the Contract constitute the entire agreement and understanding between the Parties as to the subject matter of it and supersedes all previous representations, arrangement, understandings or agreements (whether oral or written) in respect of it. Neither Party has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly detailed or specifically referred to in the Contract. Nothing in this Condition shall operate to limit or exclude any liability for fraudulent misrepresentation.

## **2.8 Liability and Insurance - Army Winter Sports**

- 2.8.1 Without prejudice to the Authority's rights under the Contract, the Contractor shall for the full term of the Contract maintain all necessary statutory insurance and other appropriate insurances in order to fulfil his requirements under the Contract.

- 2.8.2 The Contractor shall be responsible for and keep the Authority, including its servants, agents, representatives, employees and Sub-contractors fully indemnified against all damages, losses, costs, expenses, actions, demands, proceedings, claims and liability made against or suffered or incurred by the Authority in respect of personal injury, illness or disease (including injury, illness or disease resulting in death) or loss or damage to property and arising directly or indirectly out of any acts or omissions of the Contractor, his servants, agents or Sub-contractors in connection with the Contract, provided that its indemnity shall not apply to the extent that the Contractor is able to show that such injury, illness or disease, or loss or damage to property was caused or contributed to by the negligence or wilful default of the Authority or any government servant.

## **2.9 Notices - Army Winter Sports**

- 2.9.1 For the purposes of DEFCON 526 (Notices), the Authority's addresses for the Services of Notices are detailed at Box 1 (Commercial Branch) and Box 2 (Project Manager) of DEFFORM 111 to this contract. The Contractor's address is as follows:

TBC

## **2.10 Order of Precedence - Army Winter Sports**

- 2.10.1 In the event of any conflict in the Contract, and with regard to Clause e. of DEFCON 501, the following order of precedence shall apply:
- a) Terms and Conditions of the Contract, including DEFCONs
  - b) Schedule of Requirements of the Contract
  - c) Annexes to the Contract in alphabetical order
  - d) Any documents incorporated by reference
- 2.10.2 If there is any doubt over which document shall apply, the Contractor shall seek clarification from the Commercial Branch detailed at Box 1 to DEFFORM 111 Appendix to the Contract.

## **2.11 Public Relations - Army Winter Sports**

- 2.11.1 The responsibility for communicating with representatives of the popular and technical press, radio, television and other communication media on all matters concerning the Contract tasks is borne solely by the Defence Public Relations Staff.
- 2.11.2 The Contractor and his staff may not communicate on these matters with any communication media representative unless specifically granted permission to do so, in writing, by the Project Manager. As a rule, information deriving from, or relating to the Contract tasks or MOD as a whole may not be communicated to a third party without the specific permission to do so, in writing, from the Project Manager.

## **2.12 Relationships Between The Parties - Army Winter Sports**

- 2.12.1 The parties acknowledge and agree that the Contract shall not constitute, create or otherwise give effect to a joint venture, pooling arrangement or partnership. Nothing in the Contract is intended or shall be construed to create a relationship of agency between the Parties. Accordingly, except as expressly authorised herein, neither party shall have any authority to act or make representations on behalf of the other party and nothing herein shall impose any liability on either party in respect of any liability incurred by the other party to any third party.

## **2.13 Responsibility of the Contractor - Army Winter Sports**

- 2.13.1 The Contractor shall be entirely responsible for undertaking the work under the Contract as defined in the Contract Schedule of Requirements, Statement of Requirement at Annex A to this contract.

2.13.2 The Contractor shall be responsible for achieving proper completion of the Contract according to its terms and shall accordingly be responsible, inter alia for:-

- a) Planning, programming and progressing of the work, including Sub-Contracts and appropriate documentation, to a standard acceptable to the MOD Project Manager – See Box 2 to the DEFFORM 111 Appendix to Contract;
- b) Financial management of the work, including financial control and monitoring of all Sub-Contracts;
- c) Providing the Authority with the information it reasonably requires to satisfy itself on a continuing basis that the work is proceeding to time, cost and performance.

## **2.14 Scope of Contract - Army Winter Sports**

2.14.1 The Authority shall appoint a Project Manager whose contact details are held at Box 2 with the Commercial Branch contact details at Box 1 of DEFFORM 111 to this contract.

2.14.2 The Contractor shall appoint a representative with whom the Project Manager/Project Manager's Representative will deal in matters concerning the discharge of the Contractor's responsibilities under the Contract.

2.14.3 The Contractor shall provide the Services in accordance with the terms of the Contract in a manner which meets the Authority's requirement

2.14.4 The Contractor shall provide the Services in accordance with all extant statutory regulations.

## **2.15 Sub-Contractors - Army Winter Sports**

2.15.1 The Contractor shall provide the Authority with full details of any sub-contractors he proposes to employ in order to fulfil any aspect of the services required under the Contract.

2.15.2 The Contractor shall provide the Authority with full details of any proposed changes to his sub-contracting requirements prior to implementing any such changes.

2.15.3 If the Contractor places a sub-contract for any aspect of work required under this Contract, he shall indemnify and keep the Authority fully indemnified in respect of any claims, cost demands and liabilities of any kind whatsoever in connection with or arising out of the sub-contract that would not have arisen but for the sub-contract.

2.15.4 The Contractor shall ensure, to the extent that they are applicable, that the Conditions of this contract are reflected in any Sub-contracts placed by him for any part of the work or Services under the Contract and the Contractor shall not place Sub-contracts with any individual, company or firm unless that individual, company or firm agrees to assume the same obligations corresponding to those imposed on the Contractor by these Conditions. The Contractor shall nevertheless remain liable for the due observance of these Conditions by his servants, agents and Sub-contractors/consultants.

## **2.16 Sustainable Procurement - Army Winter Sports**

2.16.1 The Contractor is encouraged to bring to the attention of the Authority any measures which might promote sustainable procurement from a social, economic and environmental point of view.

2.16.2 Where such steps do not cause increased cost, risk or delay, the Contractor shall take all reasonable steps to procure the observance of the economic, social and environmental legislation related to the subject matter or the execution of the contract by any servants, employees or agents of the Contractor and any subcontractors engaged in the performance of the Contract.

- 2.16.3 If the Contractor becomes aware of any prosecution or proceedings, for criminal breaches of the economic, social and environmental legislation related to the subject matter or the execution of the Contract, against the Contractor, any servants, employees or agents of the Contractor and any subcontractors engaged in performance of the Contract, the Contractor shall immediately notify the Commercial Officer specified in Box 1 of the DEFFORM 111.

## **2.17 Termination - Army Winter Sports**

- 2.17.1 In addition to the Authority's rights under DEFCON 656 the Authority shall have the right to terminate the Contract or any portion at any time subject to one months notice being given in writing. In the event of such notice being given and the Contractor having reasonably performed his obligations under the Contract, the Authority shall indemnify the Contractor against any expenses which in the opinion of the Authority have been reasonably and properly incurred by the Contractor before such termination and in respect of the period of three months after such termination but no allowances shall be made in respect of loss of potential profit.

## **2.18 Transfer of Responsibility - Army Winter Sports**

- 2.18.1 In the event of a transfer of responsibility for the services, in whole or in part, from the Contractor at the expiry, termination or amendment of the Contract the Contractor shall co-operate in the transfer under arrangements to be notified to him by the Authority.

## **2.19 Transparency - Army Winter Sport**

- 2.19.1 "Transparency Information" shall mean 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.
- 2.19.2 "Contractor Commercially Sensitive Information" shall mean the information listed in the Contractor Commercial Sensitive Information at Annex D to the Contract being information notified by the Contractor to the Authority which is acknowledged by the Authority as being commercially sensitive information.
- 2.19.3 Before publishing the Transparency Information to the general public in accordance with clause 1 above, 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 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations").
- 2.19.4 The Authority shall consult with the Contractor before redacting any information from the Transparency Information in accordance with clause 2.4 above. 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 Act or the Regulations. For the avoidance of doubt, nothing in this Contract shall affect the Contractor's rights at law.

## **3. SPECIFICATIONS, PLANS, ETC**

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

DEFCON502 (Edn.06/14) - Specifications Changes

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

DEFCON608 (Edn.10/14) - Access and Facilities to be Provided by the Contractor

### **3.1 Commercial Risk - Army Winter Sports**

3.1.1 The Contractor acknowledges that any risk assessment which has been, or may be, undertaken in connection with this Contract has been, or will be, a project management function only. Such risk assessment does not affect the legal relationship between the parties. The issuing of any risk assessment questionnaire and the process of risk assessment generally, including without limitation, the identification of (or failure to identify):

a) particular risks and their impact;

or

b) risk reduction measures, contingency plans and remedial actions

shall not in any way limit or exclude the Contractor's obligations under this Contract and shall be entirely without prejudice to the Authority's rights, privileges and powers under this Contract. The risks identified as a result of any risk assessment questionnaire and risk assessment process generally remain the risks of the Contractor and are not assumed by the Authority except to the extent that the Authority expressly and unequivocally accepts those risks under the Contract. Any risk assessment questionnaire released was or will be issued by the Authority solely on this basis.

### **3.2 Quality Requirements - Army Winter Sports**

3.2.1 All work under this contract shall be performed in accordance with Federation International de Ski (FIS) Standards and International Biathlon Union (IBU) Standards.

3.2.2 FIS and IBU are the international governing bodies for cross country and biathlon skiing. They produce the rules/regulations and competition requirements for international level events. FIS documentation can be found online at the following website: <http://www.fis-ski.com/> and IBU documentation at <http://www3.biathlonworld.com/en/downloads-2.html>.

3.2.3 For all Quality Assurance requirements The Project Manager at Box 2 of the DEFFORM 111 is to be contacted in the first instance. The Project Manager will then liaise with an available Government Quality Assurance Representative at that time.

## **4. PRICE**

DEFCON127 (Edn.12/14) – Price Fixing Condition for Contracts of Lesser Value

### **4.1 Price Variation - Army Winter Sports**

4.1.1 The prices detailed in the DEFFORM 110 Schedule of Requirements to the contract shall be firm (non-revisable) and not subject to variation. All prices shall be inclusive of all costs associated with the delivery of performance of the contract.

## **5. INTELLECTUAL PROPERTY RIGHTS**

Not Applicable

## **6. LOANS**

Not Applicable

## **7. DELIVERY**

DEFCON5J (Edn.07/08) - Unique Identifiers

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

DEFCON614 (Edn.09/03) - Default

### **7.1 Default - Army Winter Sports**

7.1.1 During the term of the Contract, the Contractor shall, as soon as practicable notify the Authority when the Contractor becomes aware of any circumstances that may lead to a deterioration in the performance of the Services that would (if allowed to persist) amount to a Contractor Default.

7.1.2 The Authority may, by notice in writing determine the Contract made against the contract, in whole or in part (without prejudice to its rights and remedies in respect of a breach by the Contractor of any of the provisions of the Contract), without compensation if, in the opinion of the Authority, the Services provided by the Contractor are not in all respects satisfactory to the Authority in whole or in part and the Contractor shall not have provided satisfactory Services within 14 days after notice has been given to the Contractor specifying the matters in respect of which the Services are regarded as unsatisfactory.

### **7.2 Performance - Army Winter Sports**

7.2.1 The Contractor shall provide and maintain an organisation of a standard commensurate with the performance of all of his obligations under the Contract and have the necessary facilities (other than those provided by the Authority under the terms of the Contract) and employees of appropriate qualifications and experience (where not otherwise specified) to undertake the said obligations with all due care, skill and diligence.

7.2.2 The Contractor shall deliver the services as specified in DEFORM 110 Schedule of Requirements and Annex A Statement of Requirement to the reasonable satisfaction of the Authority's Project Manager.

7.2.3 The Contractor will be expected to show flexibility in order to meet any variations to this requirement and the Authority's Project Manager shall have full power to vary the terms of the Statement of Requirement by requiring that minor elements of the work shall not be done and alternative work conducted in lieu always provided that any instructions given under the provisions of this Condition shall be given in writing and shall be within the capacity of the Contractor's organisation.

7.2.4 No claim by the Contractor for additional payment will be allowed on the grounds of any misunderstanding or misinterpretation of the Statement of Requirement. The Contractor shall not be released from any risks or obligations imposed on or undertaken by him under the Contract on any such grounds or on the grounds that he did not or could not foresee any matter which might affect or have affected the execution of the Contract. The Contractor shall be deemed to have satisfied himself as regards the nature and extent of the services as specified in the Statement of Requirement, the means of communication, supply and conditions subject to all such matters being discoverable by the Contractor.

7.2.5 If at any time during the course of the Contract the Contractor considers that his ability to meet the requirements of the Contract in the most efficient and cost-effective manner could be improved upon by virtue of a change to the Contract he is to make an appropriate proposal or submission to the Authority's Project Manager in the first instance. Should the Authority decide to proceed with the Contractor's proposal or submission, whether in whole or in part, the parties shall enter into good faith negotiations to agree on an appropriate share of the benefits to be achieved.

## **8. PAYMENTS/RECEIPTS**

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

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

DEFCON522 (Edn.07/99) - Payment

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

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

DEFCON534 (Edn.06/97) - Prompt Payment (Sub-Contracts)

### **8.1 Payment - Army Winter Sports**

8.1.1 Where a DEFFORM 30 has been agreed and signed by the Contractor the Purchase to Payment (P2P) electronic method shall be used for all items of the DEFFORM 110 Schedule of Requirements and the following conditions shall apply:

- a) The Authority shall make payments to the Contractor, to be claimed in accordance with DEFCON 522J.
- b) The Authority shall issue a Purchase Order Message in order to establish Unique Order Identifiers for the Items on the Schedule of requirements for the purpose of subsequent P2P transactions. The Contractor shall respond with an Acknowledgement Message. In these circumstances, Purchase Order Messages serve only to convey to the Contractor the information necessary against which to supply an item, prepare a delivery label and to submit an Invoice Message; the Purchase Order Acknowledgement Message serves only to confirm receipt of a Purchase Order Message. No new contract is understood to be formed by this Purchase Order transaction.
- c) The Authority shall hold the Contractor harmless for any delay or failure by the Authority to issue a Purchase Order. However, any delay or failure to issue a Purchase Order shall not relieve the Contractor of his obligations under the Contract.
- d) The Authority and the Contractor shall comply with the Electronic Transactions Agreement comprised in the completed DEFFORM 30, reference TBC dated TBC. The sending by the Contractor of an "Acknowledgement of Receipt" Message is to be regarded as acceptance of the Purchase Order Message to which it refers, unless the Purchase Order Message itself constitutes acceptance in accordance with the terms and conditions of the Contract. Messages under DEFFORM 30 received by the Contractor shall be regarded as having been authorised by the Authority.
- e) In order to facilitate P2P the Authority and the Contractor will need to comply with the arrangements set out in Electronic Transactions Agreement DEFFORM 30 to become P2P enabled. This requires the Contractor entering into an arrangement with a third party to interface with the Authority via the Defence Electronic Commerce System gateway.

8.1.2 Where the Purchase to Payment (P2P) electronic method is not utilised the following shall apply for all items of the DEFFORM 110 Schedule of Requirements:

- a) Once the Contractors responsibilities have been preformed in accordance with the Statement of Requirement at Annex A and the Terms and Conditions of the Contract, the Contractor is to submit a commercial invoice together with a completed AG173 Form to the Project Manager or the Project Managers Representative in line with details listed at DEFFORM 522A to this Contract, ensuring that the details on the AG173 match the DEFFORM 110 item descriptions and prices exactly. The Project Manager will then confirm the contract has been delivered and

performed satisfactorily before seeking agreement from the Commercial Branch and signing the AG173. The Project Manager will then return the signed original AG173 to the Contractor for onward submission for payment to the Bill Paying Branch.

- b) The Contractor shall submit all claims for payment to the Bill Paying Branch, using a properly completed DAB Form 10 where so advised in accordance with DEFFORM 522A at Annex C to the Contract together with a completed AG173 Form which has been signed by the Project Manager, the Contractor's Commercial invoice and any other documentation showing Payment Approval by the Authority.
- c) The Contractor is to confirm with the Commercial Branch that the AG173 has been completed correctly and signed before the original signed document is forwarded to the Bill Paying Branch. The Contractor is to note that failure to complete the paperwork correctly and/or send original signed documents will result in the Bill Paying Branch rejecting the Contractor's claim for payment and may result in significant delays.
- d) The Contractor is to ensure a copy of the completed, signed AG173 is provided to the Commercial Branch for record purposes.

8.1.3 Delivery/Acceptance of items detailed at DEFFORM 110 Schedule of Requirements, in accordance with the Statement of Requirements at Annex A to the contract is only deemed to have occurred by the Authority in the following instances:

- a) When the P2P Purchase Order pertaining to a contract item has been receipted by the Project Manager on P2P;  
  
OR,
- b) When a completed AG173 Form pertaining to a contract item has been signed by the Project Manager and returned to the Contractor for onward submission to the Bill Paying Branch for payment.

8.1.4 In accordance with DEFCON 522 and/or 522J where applicable, Payment shall be upon completion of the contract unless otherwise stated. If the Authority has agreed and accepted a Stage Payment Plan with the Contractor, the Authority shall, subject to the following provisions of this condition, make to the Contractor interim payments (advances) against the price(s) payable for all items within the DEFFORM 110 Schedule of Requirements in accordance with the Stage Payment Plan set out in Appendix B to DEFFORM 110 Schedule of Requirements:

- a) The Contractor shall be entitled to interim payments, to be claimed in accordance with condition 8.1.1 for each stage under the Stage Payment Plan, when:
  - i. The Contractor has completed all work comprised in the Stage for which interim payment is sought in accordance with Annex A Statement of Requirement;
  - ii. All previous stages have been completed, unless the parties expressly agree otherwise; and
  - iii. The Contractor shall have complied with all its contractual obligations which enable the Authority to monitor the Contractor's contractual performance, including but not limited to those obligations related to the provision of information to the Authority.
- b) The Authority shall not be obliged to make an interim payment to the Contractor if it has reasonable cause to believe that the Contractor will be unlikely to render complete performance of its obligations in respect of the items within the DEFFORM 110 Schedule of Requirements.
- c) Where the Authority intends to rely on clause 8.1.4 (b) as the basis for rejecting any claim for an interim payment which the Contractor may make, the Authority shall give



to the Contractor notice in writing of its intention together with the Authority's reason for the rejection.

- d) The Authority shall without prejudice to any other right/remedy of either party, be entitled to recover in full all interim payments under the Contract where;
  - i. The Contract, or part thereof under which all the items within the DEFFORM 110 Schedule of Requirements is terminated other than in accordance with DEFCON 656, or expires by reason of passing of time: and
  - ii. The Contractor has failed to complete performance of all the items within the DEFFORM 110 Schedule of Requirements.
- e) Payment of an interim payment by the Authority under this clause 8.1.4 shall not, unless expressly stated to do so, constitute:
  - i. Acceptance by the Authority of any contractual deliverable;
  - ii. A representation by the Authority that the Contractor has complied with any contractual obligations; or
  - iii. A waiver of the Authority's right to subsequently claim that the conditions for payment of that interim payment were not satisfied.
- f) The Contractor shall be fully acquainted with all aspects of the requirement. Claims for want of knowledge in this respect will not be entertained in any way. Payments may be withheld or reduced by the Authority in the event of unsatisfactory performance, without prejudice to the other rights of the Authority under the Contract.

## **8.2 Value Added Tax - Army Winter Sports**

- 8.2.1 The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supplies of Articles and/or Services by the Contractor to the Authority. However, where Articles and/or Services are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non- EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Articles and/or Services. If applicable, The Contractor is to provide as part of the Contract Price details confirming this is the case, stating this sum and the percentage the sum equates to of the total Contract price as an additional item on the DEFFORM 110, an Appendix A to DEFFORM 110.

## **9. CONTRACT ADMINISTRATION**

DEFCON609 (Edn.06/14) - Contractor's Records

DEFCON642 (Edn.06/14) - Progress Meetings

### **9.1 Progress Review Meetings - Army Winter Sports**

- 9.1.1 The Authority must be kept informed of, and have the facilities for its representatives to visit the contractors site and assess the progress of the work under the Contract. Accordingly, and notwithstanding the requirements for particular information detailed elsewhere in the Contract, the Contractor shall keep the Project Manager informed and, whenever the need arises, inform him as appropriate and without delay of any matter which has or may have an effect on the planned execution of the Contract.
- 9.1.2 The Contractor shall host up to 2 visits per year by the Authority to the Venue at a date and time specified by and agreed by the Authority's Project Manager. During the visit the Contractor shall hold a Progress review meeting with the Authority to review progress against all deliverables and discuss any issues arising as to delivery of the requirement specified in the Statement of Requirement at Annex A to the contract.

- 9.1.3 The Contractor shall be responsible for providing a secretary and for the circulation of minutes for meetings. Minutes recording decisions and actions shall be published no later than 15 working days after the date of the meeting.
- 9.1.4 The Contractor shall provide the Authority's representatives with reasonable access to any relevant technical and commercial information. The Contractor shall ensure that similar rights, requirements and facilities are contractually secured in respect of his Sub-Contractors.

**STATEMENT OF REQUIREMENT (SOR)**  
**THE PROVISION OF SERVICES AND FACILITIES FOR EXERCISE RUCKSACK EVENTS 2016-19**  
**ARMY NORDIC SKIING CHAMPIONSHIPS**

**1.0. General.**

**1.1. Definitions are:**

AWSA: The governing body for Nordic skiing within the Army. The term "AWSA" is synonymous with "Exercise RUCKSACK" and Championship's Officials for the purposes of this Requirement.

Contractor: The relevant authorities of the selected Venue.

Championships: Ex RUCKSACK.

**1.2.** This document identifies the Requirement that is to be provided under a Contract to deliver Exercise RUCKSACK, the British Army Nordic Skiing Championships.

**1.3. Key User Requirements. KURs are:**

**1.3.1. Championship's Venue.** Provide a Championship's Venue with a Biathlon Stadium and Range, located on Mainland Europe and within an 8 hour drive of the 2 Qualifying Championships (Ex SPARTAN HIKE and Ex PIPEDOWN):

**1.3.1.1.** The Biathlon Stadium must be an IBU "A" Licence facility that hosts World Cup and/or World Championship Biathlon Events, on the IBU race calendar. The Biathlon Stadium must have a 30 lane, 50m, electronic target, Biathlon Range which is available for training 3 days prior to the first race and for the duration of the Championships.

**1.3.1.2.** The Biathlon Stadium must have a minimum of a 5 km loop with floodlights, snow cannon and stockpiles of snow; with the ability to maintain the loop to FIS and IBU racing standards, if snow conditions are poor.

**1.3.1.3.** The Venue must be no further than 2 hours from an International Airport.

**1.3.1.4.** The International Airport must be no further than 2 hours flight time from London.

**1.3.1.5.** The Venue must have a local train station and buses to the Stadium.

**1.3.1.6.** Arrange and manage accommodation for up to **2800** bed nights for Army personnel in local self-catering apartments within **5km** of the Race Office.

**1.3.1.7.** Arrange and manage accommodation for up to **450** bed nights for all Officials in local hotels within **800m** of the Race Office.

**1.3.1.8.** Provide exclusive use of a Biathlon Race Office, with wifi and telephones, central to the Venue and within **800m** of all Hotels used by Championships Officials and Visitors.

**1.3.2. Results Service.** Produce a compilation of seeded race start lists and deliver a complete results service in accordance with AWSA Race Rules:

**1.3.2.1.** Seeding list from qualifying championships.

**1.3.2.2.** Provisional Results during races.

**1.3.2.3.** Unofficial Results (immediately after the completion of each race).

**1.3.2.4.** Official Results, which are to include all appropriate Categories (both team & individual) as per the [AWSA Nordic Rule Book Sections 1 to 5](#) and Race Programme. Official results must be produced within one hour of the end of protest time.

**1.3.2.5.** Upload Official results & photos to the designated AWSA Web Site.

**1.3.3. Championship's Dates.** Championship dates for 2016 are Wed 20 Jan to Fri 05 Feb 16 (Officials arrive 18 Jan 16). Dates for 2017 to 2019 are:

**1.3.3.1.** Wed 25 Jan to Fri 10 Feb 17. (Officials arrive 23 Jan 17).

**1.3.3.2.** Wed 24 Jan to Fri 09 Feb 18. (Officials arrive 22 Jan 18).

**1.3.3.3.** Wed 23 Jan to Fri 08 Feb 19. (Officials arrive 21 Jan 19).

**1.3.4. Technical Delegates.** A FIS and IBU Technical Delegate for all Cross Country and Biathlon races. They must speak fluent English.

**1.3.5. Range Staff.** One IBU Range Referee who must speak fluent English and one Range Team (x 12 personnel) to manage the electronic targetry for all biathlon racing and training in accordance with the AWA race programme.

**1.3.6. Chief of Course.** A Chief of Course for all Cross Country and Biathlon races who will set courses under direction of the Chief of Race and in accordance with IBU, FIS and AWSA Race Rules. Must speak fluent English.

**2.0.** The AWSA delegates responsibility for the overall conduct of the Championships to the Championship's Director.

### **3.0. RESPONSIBILITY OF THE CONTRACTOR**

**3.1. Pre-Championship's Requirements.** Pre-Championships requirements are:

**3.1.1. Programme.** Edit, produce and supply the Race Programme (400 copies 24pp + 4pp cover, A5 portrait, saddle-stitched). Submit to AWSA for approval and to be delivered to the venue by the first day of the Championships.

**3.1.2. Biathlon Leg Numbers.** Supply Biathlon Leg Numbers:

**3.1.2.1. Race 1.** 1 to 180.

**3.1.2.2. Race 2.** 1 to 170.

**3.1.2.3. Race 3.** 201 to 240.

**3.1.2.4. Race 4.** 1 to 35 and 41 to 50 (x 4 of each).

**3.1.2.5. Race 5.** 1 to 200.

**3.1.2.6. Race 6.** 1 to 33 (x 4 of each).

**3.1.2.7. Spare.** 20 x Blank.

**3.1.3. Liaison with Military Units and Service Athletes.** Liaise with Army and Service personnel to organise special requirements and arrange accommodation.

**3.1.4. Advanced preparation and Visit.** The Contractor shall host a visit by the Authority to the resort prior to the Exercise at a date and time specified by and agreed by the Project Manager (Exercise Director).

**3.1.4.1.** At the visit the Contractor shall hold a Progress review meeting to review progress against all deliverables and discuss any issues arising as to delivery of the requirement.

**3.1.4.2.** The Contractor shall be responsible for providing a secretary and for the circulation of minutes for progress meetings. Minutes recording decisions and actions shall be published no later than 15 working days after the date of the meeting.

**3.1.4.3.** The Contractor will attend 2 UK based planning meetings at a date and time specified by and agreed by the Project Manager (Exercise Director).

**3.2. Championship's Requirements.** Championship's requirements are:

**3.2.1. Race Programme.** Deliver the race programme shown at [Annex A](#). Any changes to this programme must be agreed by the AWSA and all races are described in the AWSA Rule Book.

**3.2.2. Announcing.** Conduct announcing duties for the duration of each race, from 15 mins prior to each race start, and at Prize Givings.

**3.2.3. Range Team.** Personnel (x 12) to operate the electronic targets during Biathlon Races, available to set the range up, operate targets during range zero and race and then collapse the range afterwards.

**3.3. Competitors' Accommodation.** Arrange and manage accommodation for up to **2800** bed nights for Army personnel in local self-catering apartments.

**3.3.1.** Teams are to be accommodated together.

**3.3.2.** Self-catering accommodation to be within 5 km of the Race Office.

**3.3.3.** Bed linen must be provided and changed after the first week.

**3.3.4.** Teams are to complete an accommodation check list provided by the Contractor and damage inspected on arrival and departure. Payment for damage will normally be settled during this inspection by the individual that caused the damage. Any damage found thereafter may not be accepted by the AWSA as attributable to the AWSA.

**3.3.5.** Qualifying competitors and teams must be confirmed by the AWSA before they are accepted onto the Championship's Contract for payment purposes.

**3.4. Officials' Accommodation.** Arrange and manage accommodation for up to **450** bed nights for all Officials in local hotels.

**3.4.1.** Bed and breakfast to be included.

**3.4.2.** Hotel accommodation must be within 800m of the Race Office.

**3.4.3.** Officials must be confirmed by the AWSA before they are accepted onto the Championship's

Contract for payment purposes.

**3.5. Race Office.** Provide exclusive use of a Biathlon Race Office, central to the Venue and within 800m of all Hotels used by Championships Officials and Visitors. To include:

- 3.5.1.** Desks for 15 x Officials in 2 large rooms with plenty of space around each desk.
- 3.5.2.** An armoury room.
- 3.5.3.** A large store room for Championship's equipment.
- 3.5.4.** A large store room for Championship's prizes.
- 3.5.5.** Kitchen facilities with fridge, dishwasher, tea and coffee making facilities.
- 3.5.6.** Male and Female toilet facilities in the building.
- 3.5.7.** Exclusive use of an indoor room for Team Captains' and Officials' meetings. Four Tables and seating for 65 people.
- 3.5.8.** Weather proof display boards for posting start lists, results and Championships information.
- 3.5.9.** Provision of 2 x telephones and lines, 1 x fax machine and Broadband including Wi-Fi. The bill for their use included in the Contract.
- 3.5.10.** Provision of a dedicated photocopier with collation facility. The guaranteed access to a backup photocopier at all times. The photocopiers must be capable of generating 15,000 copies during the period of the Championships. Toner replacement, maintenance and rapid repair or replacement within 6 hours. All paper for use in the photocopiers will be provided by the AWSA.
- 3.5.11.** Cleaning and disposal of rubbish, including toilet facilities.
- 3.5.12.** A facility to forward mail from the race office once the Championships have concluded to a single UK address.

**3.6. Outdoor Prize Giving.** Provide in a location central to the Venue:

- 3.6.1.** A weatherproof stage and podium.
- 3.6.2.** A power supply.
- 3.6.3.** Public address / CD / tape deck.
- 3.6.4.** A table for prizes.
- 3.6.5.** Flags & Poles – British, host nation and other nations competing.
- 3.6.6.** Outdoor lighting.

**3.7. Final Night Prize Giving Ceremony.** Provide in a location central to the Venue:

- 3.7.1.** A hall for the final prize giving ceremony, capable of accommodating 250 personnel seated at tables. The provision of tables and chairs and their collection and return to the point of origin is the sole responsibility of the Contractor. Access must be available prior to and from 0900 on the day of the prize giving.

- 3.7.2. A large stage and podium.
- 3.7.3. A public address system.
- 3.7.4. Ten Tables for prizes.
- 3.7.5. Flags – British, host nation and other nations competing.
- 3.7.6. Lighting / heating.
- 3.7.7. Toilets.
- 3.7.8. Traditional local cultural performance (2 x 15 minute sets).
- 3.7.9. Hot meal and bar facilities (food and drink not provided under the Contract).

**3.8. Biathlon & Cross Country.** Provide the following:

**3.8.1. Loipes & Tracks.** Access to all Venue cross-country and biathlon loipes and tracks during the Championships and all local clearances completed. Preparation, including floodlighting, mass start lanes, handover boxes / transition areas and the cutting of tracks to FIS/IBU standards. Courses must be prepared for inspection 24 hours before the start of each race, or as soon as the AWSA course setters have confirmed the course.

**3.8.2. Skidoo.** Exclusive use of one self-drive skidoo, including fuel and lubricants. (This is separate to medical skidoos).

**3.8.3. Targets.** Sufficient paper targets for use during practice.

**3.8.4. Wax Rooms.** Secure team waxing and changing facilities at the Stadium for 30 teams with close access to toilet facilities.

**3.8.5. Range Facilities.** Exclusive use of the Range and racing tracks for the duration of the race from the start of zeroing to race end.

**3.8.6. Stadium Facilities.** Use of the following Stadium facilities (including fuel & light) during race days from race minus 2 hours to race end plus 1 hour:

**3.8.6.1.** Car Parks for Officials and competitors. Parking for 12 Officials and VIP vehicles must be as close to the Stadium as possible.

**3.8.6.2.** Café to be open during race days from race minus 2 hours to race end plus 1 hour. Food and drink not provided under the Contract.

**3.8.6.3.** Two Medical Rooms for AWSA Medical Staff.

**3.8.6.4.** An ambulance service and dedicated skidoo with medical team (local mountain rescue team).

**3.8.6.5.** Timing Room.

**3.8.6.6.** Armourer's Room.

**3.8.6.7.** Equipment Store room.

**3.8.6.8.** Jury room.

- 3.8.6.9.** Toilets.
- 3.8.6.10.** Commentary Room with PA and music system.
- 3.8.6.11.** Refuse disposal after each race.
- 3.8.6.12.** Fencing around the start, finish, first 300m of the track and range.
- 3.8.6.13.** Provision of **2000** hot, isotonic energy drinks (for general training and racing) served in plastic cups at the finish of every race (8 race days, 250 per day); to be delivered to the finish area and served by the AWSA.

**3.9. The Patrol Race.** The requirements of the Patrol Race will be discussed in detail on arrival of the Patrol Course Setter. This race will require a similar start/finish area layout to the Cross Country Races but will have equipment checking, weighing and inspection areas added to the start process. The 30 km course will be set by the AWSA, with the Contractor's advice, but must have the option for a single loop up to 20 km long and subsequent 5 km loops. Classical track preparation and marking will be negotiated by the AWSA with the Contractor. An additional skidoo, including fuel and lubricants, must be available from Race minus 5 days.

**3.10. Contractor's Expenses.** The Contractor is responsible for providing all administrative expenses including phone, fax and mobile charges, travel to and from the Championships and subsistence at the Championships, all of which is to be included in the Contract Price.

#### **4.0. RESPONSIBILITY OF THE AWSA**

**4.1.** The AWSA will provide the following:

- 4.1.1.** Championship's Director.
- 4.1.2.** Chief of Staff (Championship Manager).
- 4.1.3.** Chief of Race.
- 4.1.4.** Course Setters.
- 4.1.5.** Starter and Finish Judge.
- 4.1.6.** The activity of photocopying (not the facility) and distribution of results.
- 4.1.7.** Radios.
- 4.1.8.** Perpetual Bibs.
- 4.1.9.** Security of weapons and ammunition.
- 4.1.10.** A detailed description of each Championship race contained within the [AWSA Nordic Rulebook](#).

**4.2. Insurance.** All competitors and officials will have personal insurance cover to provide themselves with financial protection in the case of accident, illness or death. Such cover will also provide third party liability protection in case any athlete causes injury to any other person while free skiing or racing within the terms of their insurance policy. The Venue is to have Public Liability Insurance of not less than £5M per incident and unlimited in the number of occurrences for the conduct of ski racing.



## 5.0. CHAMPIONSHIPS CANCELLATION

**5.1. No Show.** In the event of part or all of the Championships being cancelled, the Contractor will be paid for work completed and expenditure incurred up to the time of cancellation. In the event of cancellation the Contractor shall provide to the Authority a full and comprehensive breakdown of costs up to the point of cancellation.

**5.2. No Snow.** If weather conditions such as poor visibility, high winds or insufficient snow prevent the Championships from taking place, the Contractor is to provide a reserve location in time to deliver the event and which must be within 3 hour driving time from the primary venue. The Authority will take the executive decision on suitability of snow conditions prior to the event in consultation with the Contractor.

Appx:

1. [Ex RUCKSACK Programme.](#)

## APPENDIX 1 TO ANNEX A – EX RUCKSACK PROGRAMME

This programme can be amended by mutual agreement between the Designated Officer and the Contractors Authorised Representative, without the need for a formal contract amendment.

<b>CAPITALS = BRITISH NATIONAL RACE</b>	<b>Bold Border = Marina Race</b>	<b>(IS) = Inter Service Race</b>	<b>(IC) = Inter Corps Race</b>
(All Marina Races plus 4 x 10 km XC are also SAS & Kentish Cup Races)			
Youth Men race with Junior Men. Senior, Junior & Youth females race together			
CT = Classic Technique, FT = Free Technique			

Dates as agreed between the Parties	Event	Race	Venue	Remarks
	Race Office Opens. Key Officials Arrive		Race Office	
	Key Officials' Meeting		Team Captains' Room	
	Teams Arrive.		Race Office	
	Officials' Meeting Team Captains' Meeting XC Training / Course Inspection		Team Captains' Room Team Captains' Room Stadium	(CT)
	XC Training / Course Inspection Team Captains' Meeting Opening Ceremony		Stadium Team Captains' Room TBC	(CT)
		<b>MEN 15 KM XC (IS, IC)</b>	Stadium	(CT)
		<b>LADIES 10 KM XC (IS)</b>	Stadium	(CT)
		<b>BOYS &amp; GIRLS 5 KM XC</b>	Stadium	(CT)
	Team Captains' Meeting Prize Giving		Team Captains' Room TBC	
	Prize Giving after each race	<b>BOYS &amp; GIRLS 5 KM XC</b> <b>LADIES 7.5 KM XC</b>	Stadium Stadium	Mass Start (FT)

<b>CAPITALS = BRITISH NATIONAL RACE</b>	<b>Bold Border = Marina Race</b>	<b>(IS) = Inter Service Race</b>	<b>(IC) = Inter Corps Race</b>
(All Marina Races plus 4 x 10 km XC are also SAS & Kentish Cup Races)			
Youth Men race with Junior Men. Senior, Junior & Youth females race together			
CT = Classic Technique, FT = Free Technique			

Dates as agreed between the Parties		Event	Race	Venue	Remarks
			<b>JUNIOR MEN &amp; SENIOR NOV MEN 7.5 KM XC</b>	Stadium	
			<b>MEN 10 KM XC</b>	Stadium	
		XC Course Inspection		Stadium	(CT/FT)
		Range Open for Zero		Stadium	
		Biathlon Training		Stadium	
		Team Captains' Meeting		Team Captains' Room	
			<b>Men 4 x 10 km XC</b>	Stadium	(2 x CT, 2 x FT)
			<b>Ladies 4 x 5 km XC</b>	Stadium	(2 x CT, 2 x FT)
		Range Open for Zero		Stadium	
		Biathlon Training		Stadium	
		Team Captains' Meeting		Stadium	
			<b>SUPER 16</b>	Stadium	1 Km Knock Out XC (FT)
		Range Open for Zero		Stadium	
		Biathlon Training		Stadium	
		Team Captains' Meeting		Team Captains' Room	
		Range Open for Zero		Stadium	
			<b>20 KM INDIV BIATHLON</b>	Stadium	S Men
			<b>15 KM INDIV BIATHLON</b>	Stadium	J Men & S N Men
			<b>12.5 KM INDIV BIATHLON</b>	Stadium	Women
		Range Open for Zero		Stadium	<b>Visitor Weekend</b>
		Biathlon Training		Stadium	
		Team Captains' Meeting		Team Captains' Room	
				TBC	<i>Army Alpine Disperse</i>
		Range Open for Zero		Stadium	

<b>CAPITALS = BRITISH NATIONAL RACE</b>	<b>Bold Border = Marina Race</b>	<b>(IS) = Inter Service Race</b>	<b>(IC) = Inter Corps Race</b>
(All Marina Races plus 4 x 10 km XC are also SAS & Kentish Cup Races)			
Youth Men race with Junior Men. Senior, Junior & Youth females race together			
CT = Classic Technique, FT = Free Technique			

Dates as agreed between the Parties		Event	Race	Venue	Remarks
			<b>10 KM BIATHLON SPRINT (IS, IC)</b>	Stadium	Men
			<b>7.5 KM BIATHLON SPRINT (IS)</b>	Stadium	Women
		Range Open for Zero	<b>10 KM BIATHLON MASS START</b>	Stadium	Women
			<b>10 KM BIATHLON MASS START</b>	Stadium	Senior Novice Men
			<b>12.5 KM BIATHLON MASS START</b>	Stadium	Senior Men
			<b>10 KM BIATHLON MASS START</b>	Stadium	Junior Men
		<b>Prize Giving</b>		TBC	<b>Visitor Weekend</b>
		Range Open for Zero		Stadium	
		Biathlon Training		Stadium	
		Team Captains' Meeting		Team Captains' Room	
		<b>Prize Giving &amp; Patrol Draw</b>		Prize Giving	
		Range Open for Zero			
			<b>Men 4 x 7.5 km Biathlon</b>	Stadium	
			<b>Women 3 x 6 km Biathlon</b>	Stadium	
		Range Open for Zero		Stadium	
		Patrol Race Training		Stadium	
		Team Captains' Meeting		Team Captains' Room	
			<b>Military Patrol Race</b>	Stadium	Wax Cabins HO/TO by 17:00
		<b>Final Prize Giving</b>		Prize Giving	
		Teams Disperse		Race Office	

## Appendix - Addresses and Other Information

### 1. Commercial Officer

Miss Annmarie Hall  
Proc 4 & Wider Markets Team C2  
MOD Commercial  
Commands and Centre  
Army HQ  
IDL 437, Zone 8, 2nd Floor  
Ramillies Building, Marlborough Lines  
Monxton Road  
Andover, SP11 8HJ  
Tel: +44 (0)1264 382561  
Email: [DEFComrclCC-ArmyHQ-WM-C2@mod.uk](mailto:DEFComrclCC-ArmyHQ-WM-C2@mod.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 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ☎ 44 (0) 161 233 5394

### 2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available)  
Col Adrian Thurgood  
Chief of Staff  
Headquarters, Defence College of Logistics,  
Policing and Administration,  
Princess Royal Barracks,  
Deepcut, CAMBERLEY,  
Surrey, GU16 6RW  
[DCLPA-HQ-COS@mod.uk](mailto:DCLPA-HQ-COS@mod.uk)

### 9. Consignment Instructions

The items are to be consigned as follows:

Not Applicable

### 3. Packaging Design Authority

Not Applicable

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

### 10. Transport.

Not Applicable

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

Not Applicable

(a) UIN A3844A  
(b) RAC NGA 003

### 5. Drawings/Specifications are available from

Not Applicable

### 11. The Invoice Paying Authority (see Note 1)

Ministry of Defence ☎ 0151-242-2000  
DBS Finance  
Walker House, Exchange Flags Fax: 0151-242-2809  
Liverpool, L2 3YL  
Website is:  
<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

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

Not Applicable

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

### 12. Forms and Documentation are available through \*:

Ministry of Defence, Forms and Pubs Commodity Management  
PO Box 2, Building C16, C Site  
Lower Arcott  
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)  
Applications via fax or email: [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk)

### 7. Quality Assurance Representative:

The Project Manager at Box 2 above is to be contacted in the first instance who will liaise with an available Government Quality Assurance Representative at that time.

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

### NOTES

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

2.\* Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

For Official Use Only Recoverable YES ☐ NO ☒

Issue of Government Property YES ☐ NO ☒

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

UK  
TBC

Overseas (non-EC Country)

Overseas (EC Country)  
TBC

If EC specify country:

TBC

Outside the scope  
Exempt

☐  
☐

Item Nos  
Item Nos

TBC

Taxable Zero Rate

☐

Item Nos

Taxable - Standard Rate

☐

Item Nos

TBC

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

Finance Branch

Sp Comd HQ-CivSec-Res2-C2

RAC/LPC No/ Project No

RAC: NGA 003

Requisition No

RCA: 95295

Project Management/  
Production branch  
reference

HQ Sp Comd

Place of manufacture

Not Applicable

Place of packaging

Not Applicable

Contractor's Tel No

TBC

**Ministry of Defence**

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

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

Contract Number: HQLF4A/005

Line Item plus further description if necessary	Relevant Form	Representative of the Authority <sup>1</sup>
ALL		COL ADRIAN THURGOOD
ALL		LT COL STEVE DAVIS

<sup>1</sup> When completing Column 3, "Representative of the Authority", please ensure, wherever practicable, this is not one person and that there are arrangements for payment approval forms to be signed when the usual "Representative" is absent.

## Tenderer's Commercially Sensitive Information Form

ITT Ref No: <b>HQLF4A/005</b>
Description of Tenderer's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information in Tender:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address:  Telephone Number: email Address: