



**MOD Terms and Conditions for Less Complex
Requirements**

Contract Number: PA0000001255

Between A L Dalton Limited (the Contractor)

And

**Defence Science Technology Laboratory (the Authority)
on behalf of the secretary of State for Defence**

For

**The Supply, Installation and Commissioning of a CNC
Woodwork Router**

1 Definitions - In the Contract:

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

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

Effective Date of Contract means the date upon which both Parties have signed the Contract;

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

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

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

Issued Property means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

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

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

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

Sensitive Information means the information listed as such in Schedule 4, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to this Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

2 General

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

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

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

- (1) the terms and conditions;

- (2) the schedules; and

- (3) the documents expressly referred to in the agreement.

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

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

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

4 Disclosure of Information

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

5 Transparency

a. Notwithstanding an other condition of this Contract, including 531 (SC1), the Contractor understands that the Authority may publish the Transparency Information to the general public. . b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.

c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

c. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:

- (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR , for the avoidance of doubt, including the Sensitive Information.

- (2) taking into account the Sensitive Information set out in Schedule 4, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and

- (3) present information in a format that assists the general public in understanding the relevance and completeness of

the information being published to ensure the public obtain a fair view on how this Contract is being performed.

6 Notices

- a. A Notice served under the Contract shall be:
- (1) in writing in the English language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.
- b. Notices shall be deemed to have been received:
- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
- (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.

- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Data for Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
- (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
 - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
 - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

16 Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such

damages as may have been sustained as a result of the Contractor's material breach of the Contract.

18 Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

19 Limitation of Contractor's Liability

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

(1) for:

- a. any liquidated damages (to the extent expressly provided for under this Contract);
- b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
- c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
- d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

(2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

(3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;

(4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

20 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

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

DEFCON 503 (SC1) Edn 06/22
Formal Amendments to Contract

DEFCON 524A (SC1) Edn 08/20
Counterfeit Material

DEFCON 531 (SC1) Edn 09/21
Disclosure of Information

DEFCON 532A (SC1) Edn 05/22
Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534 Edn 06/21
Subcontracting and Prompt Payment

DEFCON 538 Edn 06/02
Severability

DEFCON 566 Edn 10/20
Change of Control of Contractor

DEFCON 608 Edn 07/21
Access and Facilities to be provided by the Contractor

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

DEFCON 620 (SC1) Edn 06/22
Contract Change Control Procedure

DEFCON 624 (SC1) Edn 12/16
Use of Asbestos

DEFCON 637 Edn 05/17
Defect Investigation and Liability

DEFCON 656A Edn 08/16
Termination for Convenience – Under £5M

DEFCON 671 Edn 10/22
Plastic Packaging Tax

21 The special conditions that apply to this Contract are:

The following Special Conditions apply to this Contract:

a. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

(1) the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or

(2) that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(a) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

(b) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

b. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

c. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.

d. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

22 The processes that apply to this Contract are:

INVOICE SUBMISSION

Further to Standard Condition 14 (Payment), in order to obtain payment the Contractor shall:

- a. submit an invoice to the Dstl Accounts Payable at the address set out in Box 11 of Schedule 3 Annex A to the Contract (DEFFORM 111) and send a PDF copy of the invoice to the Authority's Representative (Project – see Box 2 of Schedule 3 Annex A to the Contract – DEFFORM 111).
- b. Invoices must quote the Contract number, Milestone number and Purchase Order number (where applicable)

OFFER AND ACCEPTANCE

Contract PA0000001255 for the Supply, installation and Comissioning of CNC Woodwork Router
This Contract shall come into effect on the date of signature by both parties.

A L DALTON LTD (t/a DALTONS WADKIN)
CROSSGATE DRIVE, QUEENS DRIVE IND. EST.
NOTTINGHAM, NG2 1LW
Tel: +44 (0)115 986 5201
www.daltonswadkin.com

For and on behalf of the Company A L DALTON LIMITED

Name, Title and Company Position	[REDACTED] Under FOI exemption
Signature	
Date	

For and on behalf of the Secretary of State for Defence

Name and Title	[REDACTED] Under FOI exemption
Signature	
Date	

Schedule 1 – Additional Definitions of Contract

[NOT USED]

Schedule 2 – Schedule of Requirements for Contract No: PA0000001255

Deliverables								
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT
								Per Item Total inc. packaging (and delivery if specified in the Purchase Order)
1	[NOT USED]	[NOT USED]	Kimla BPF 1531, 3 Axis CNC Machine PO - DSTL0000015359	XY	[NOT USED]	On or before 31 st July 2023	[REDACTED] Under FOI exemption	137,850.00
2	[NOT USED]	[NOT USED]	Tooling Package PO - DSTL0000015359	XY	[NOT USED]	On or before 31 st July 2023	[REDACTED] Under FOI exemption	9,264.00
3	[NOT USED]	[NOT USED]	In house training PO - DSTL0000015359	XY	[NOT USED]	On or before 31 st July 2023	[REDACTED] Under FOI exemption	2,400.00
4	[NOT USED]	[NOT USED]	Workpiece Holding Package PO - DSTL0000015359	XY	[NOT USED]	On or before 31 st July 2023	[REDACTED] Under FOI exemption	4,910.00
5	[NOT USED]	[NOT USED]	Delivery PO - DSTL0000015359	XY	[NOT USED]	On or before 31 st July 2023	[REDACTED] Under FOI exemption	1,200.00
6	[NOT USED]	[NOT USED]	Installation and Comissioning PO - DSTL0000015359	XY	[NOT USED]	On or before 31 st July 2023	[REDACTED] Under FOI exemption	2,400.00
								Total Firm Price £158,024.00

Item Number	Consignee Address (XY code only)
1	Deliveries are to be made to Dstl Porton Down, Salisbury, Wiltshire, SP4 0JQ. Exact Buildings on site are to be confirmed prior to Delivery, by the Authority's Representative (Project).

Schedule 3 - Contract Data Sheet for Contract No: PA0000001255

Contract Period	Effective date of Contract 28 th March 2023 The Contract expiry date shall be: On installation and commissioning of CNC Woodwork Rouet Machine
Clause 6 - Notices	Notices served under the Contract can be transmitted by electronic mail Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Notices served under the Contract shall be sent to the following address: Authority: DSTL [REDACTED] Under FOI exemption Dstl Commercial Services Building 5, Room G-02 Porton Down, Salisbury, Wiltshire, SP4 0JQ [REDACTED] Under FOI exemption [REDACTED] Under FOI exemption Contractor: A L Dalton [REDACTED] Under FOI exemption, A L Dalton Ltd, Crossgate Drive, Nottingham NG2 1LW
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	Is a Deliverable Quality Plan required for this Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan. Other Quality Assurance Requirements: [Not Used]

Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances

A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet (s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

a) The Authority's Representative (Commercial)

b) **[REDACTED] Under FOI exemption**

or: if only a hardcopy is available to:

a) The Authority's Representative (Commercial)

b) Hazardous Stores Information System (HSIS)

Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol, BS34 8QW

DESTECH-QSEPEnv-HSISMulti (MULTIUSER)

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable.

Clause 10 – Delivery/ Collection	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input checked="" type="checkbox"/></p> <p>Special Instructions:</p> <p>DELIVERY TO PORTON DOWN – Exact Location on site to be confirmed.</p> <ol style="list-style-type: none"> 1) Please note that Deliveries are not normally accepted on site after 1600 Hours 2) Deliveries to Porton Down using vehicles in excess of 15 Tonnes Gross Weight must be made via the A30 road, and not through Porton Village. 3) Delivery drivers must carry some form of identification e.g. Driving Licence. 4) Access to the site may not be allowed, if site clearance has not previously obtained and an escort is not available. 5) The Contractor must contact the Authority's Representative (Project) to make final arrangements before delivery. 6) The Contractor is fully responsible for the delivery and unloading of Deliverables from vehicles once on site. 7) Accompanying Delivery Notes must clearly state the Contract Number therein. <p>Collected by the Authority <input type="checkbox"/></p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p> <p>NOT APPLICABLE – CONTRACTOR TO DELIVER</p>
Clause 12 – Packaging and Labelling of Contractor Deliverables	<p>Additional packaging requirements:</p> <p>[NOT USED]</p>
Clause 13 – Progress Meetings	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: PROGRESS UPDATES</p> <p>Frequency: AS REQUIRED PRIOR TO DELIVERY</p> <p>Location: TELEPHONE MEETING</p>
Clause 13 – Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type: NOT REQUIRED</p> <p>Frequency: NOT REQUIRED</p> <p>Method of Delivery: NOT REQUIRED</p> <p>Delivery Address: NOT REQUIRED</p>

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED] Under FOI exemption

Address:
Commercial Services
[REDACTED] Under FOI exemption
DSTL Porton Down
Salisbury
SP4 0JQ

[REDACTED] Under FOI exemption

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

[REDACTED] Under FOI exemption

Address:
[REDACTED] Under FOI exemption
DSTL Porton Down
Salisbury
SP4 0JQ

[REDACTED] Under FOI exemption

3. Packaging Design Authority

Organisation & point of contact:
[NOT USED]

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

(

4. (a) Supply / Support Management Branch or Order Manager: Branch/Name: [NOT USED]

(

(b) U.I.N.

5. Drawings/Specifications are available from

[NOT USED]

6. Intentionally Blank

7. Quality Assurance Representative:

Name: See box 2

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

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

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
(44 (0) 161 233 5397

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

9. Consignment Instructions

The items are to be consigned as follows:

Dstl Porton Down, Salisbury, Wiltshire, SP4 0JQ
Please Contact the Authority's Representative (Project) at Box 2 prior to delivery to agree date and actual building on site.

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

A. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS (030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS (030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS (030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS (030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

11. The Invoice Paying Authority

DSTL Accounts Payable
PO Box 325, Dstl Ports down West
FAREHAM Hants, PO14 9HL
e-mail : ACCOUNTSPAYABLE@dstl.gov.uk
Tel: 01980 950001

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: Leidos-FormsPublications@teamleidos.mod.uk

* NOTE

- Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>
- If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Schedule 4 - Contractor's Sensitive Information (i.a.w. Clause 5) for

Contract No:

PA0000001255

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Contract No:	TBC .
Description of Contractor's Sensitive Information:	NONE .
Cross Reference(s) to location of Sensitive Information:	NA .
Explanation of Sensitivity:	NONE .
Details of potential harm resulting from disclosure:	NONE .
Period of Confidence (if applicable):	NA .
Contact Details for Transparency / Freedom of Information matters:	
Name:	[REDACTED] Under FOI exemption
Position:	MD
Address:	CROSSGATE DRIVE, NOTTS, NG2 1LW .
Telephone Number:	0115 986 5201
Email Address:	[REDACTED] Under FOI exemption

Schedule 5 – The Statement Relating to Good Standing

The Statement Relating To Good Standing

Contract Title: **The Supply, Installation and Commissioning of CNC Woodwork Router**

Contract Number: PA0000001255

1. We confirm, to the best of our knowledge and belief, that **A L Dalton Ltd** including its directors or any other person who has powers of representation, decision or control of **A L Dalton Ltd** has not been convicted of any of the following offences:
 - a. conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - b. involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
 - c. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906*;
 - d. the offence of bribery;
 - e. bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;
 - f. bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
 - g. fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union*, within the meaning of:
 1. the offence of cheating the Revenue;
 2. the offence of conspiracy to defraud;
 3. fraud or theft within the meaning of the Theft Act 1968* the Theft Act (Northern Ireland) 1969*, the Theft Act 1978* or the Theft (Northern Ireland) Order 1978*;
 4. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
 5. in Scotland, the offence of fraud;
 6. in Scotland, the offence of theft;
 7. fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies Act (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
 8. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994*;
 9. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
 10. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968* or section 19 of the Theft Act (Northern Ireland) 1969* or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
 11. in Scotland the offence of uttering; or
 12. in Scotland, the criminal offence of attempting to pervert the course of justice;
 - h. money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007*;
 - i. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA*;
 - j. an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
 - k. in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);

- I. any other offence within the meaning of Article 39(1) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any member State.

* including amendments to the legislation

2. **A L Dalton LTD** further confirms to the best of our knowledge and belief that it:
- a. being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
 - b. being a partnership constituted under Scots law, has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
 - c. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state?
 - d. has not been convicted of a criminal offence relating to the conduct of its business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;
 - e. has not committed an act of grave misconduct in the course of its business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;
 - f. has not been told by a contracting authority, that the Potential Provider does not to possess the reliability necessary to exclude risks to the security of the United Kingdom*;
 - g. has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the member State in which it is established;
 - h. has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the member State in which it is established.

* Please note that under the DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

Organisation's name	A L Dalton LTD
Signed (By Director of the Organisation or equivalent)	[REDACTED] Under FOI exemption
Date	08/09/2022

Schedule 6 – CNC Woodwork Router - Statement Of Requirements

Mandatory requirements:

- Work area: Minimum – 2500mm x 1250mm
- Maximum 415v 63A electrical connection
- Head:
 - 3-Axis
 - Router
 - 90 degree
 - Oscillating knife
- Spindle: Minimum 9kW, 24000rpm
- Z axis clearance: Minimum 400mm
- Interlocked perimeter safety guarding
- Extraction at cutting tool
- Extraction to integrate with existing fixed LEV system (please specify your connection details and flow rate requirements)
- Digital Servo Drives or equivalent
- Positional accuracy of 0.001mm
- Software – Integrated 3D CAD/CAM
- Delivery, offloading, installation and commissioning
- In house training for minimum 4 operators at DSTL Porton Down

Other requirements:

- Vacuum bed clamping system
- Vacuum pump
- Touch probe location reference
- Automatic tool height setting and calibration
- Tool change station with capacity for 8-16 tool holders
- Tooling package – to include but is not limited to:
 - Straight End Cutters
 - § suitable for machining of softwoods, hardwoods, laminates and manmade boards
 - § suitable for continuous operation at the maximum spindle speed
 - § diameters covering the full range of machine capacity in 2mm increments
 - § short and long versions of each diameter
 - Profiled Cutters
 - § suitable for profiling and jointing of softwoods, hardwoods, laminates and manmade boards
 - § profiles are not specified but must include a range of commonly used decorative and jointing profiles
 - Tool Holders
 - § tool holders and collets to suit the tooling offered
 - § quantity to suit the machine capacity offered plus six spare tool holders
 - § bench / wall mounted tool holder to accommodate six spare tool holders
- Work piece holding package – to include but not limited to:
 - A range of rotational, elevating, angled and mechanical clamping solutions suitable for the vacuum table included within the specification
- Minimum 12 months warranty

- User support from supplier / manufacturer for 12 months. Eg technical helpdesk on an ad-hoc user demand basis
- Software Upgrades as required for a minimum of 10 years
- Ability to disable third party / manufacturer remote software access

Schedule 7 – Tender Response

COMMERCIAL RESPONSE

GUIDANCE FOR COMPLETION

Tenderers must complete this worksheet in its entirety, providing a full breakdown of the tendered costs. Additional rows may be added into this worksheet if necessary.

In the event that any line is to be quoted at zero cost this must be clearly indicated.

Costs must be in £GBP and exclusive of VAT.

Your proposal will be deemed non-compliant and excluded from this procurement if you fail to complete this Commercial Response in full.

Additional rows may be added to the worksheet where required.

In order that the Authority can ensure all proposals are assessed on a like-for-like basis, please include a breakdown of your tendered costs as well as the final Total Cost.

The Total Cost must be the total cost for all elements of the solution being proposed. Costs must be submitted on a FIRM basis.

EVALUATION

For the purposes of evaluation, the 'Total Cost' to be used will be the total cost for all elements of the required solution (excluding any additional optional items/services).

Item No.	Description	[REDACTED] Under FOI exemption	
	[Insert a breakdown of costs for the equipment being proposed and any associated services]		
	CNC Woodwork Router		
	New Kimla BPF 1531, 3 Axis CNC Machine (Router and Oscillating Knife) as detailed in technical response		
	Includes 4th rotational "C" axis, complete with larger dust hood and aggregate head for 90 degree working		
	-		
	-		
	-		
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	-		
	-		
	-		
	-		
	Tooling package – as outlined in the Statement of Requirement at Schedule 6		
	In house trainin for a minimum of 4 operators at DSTL Porton Down		
	Software upgrades as required for a minimum of 10 years - Included in machine price		
	Minimum 12 months warranty - Included in machine price		
	Work Piece Holding Package – As outlined in the Statement of Requirement Schedule 6		
	Delivery		
	Installation / commissioning		
	Training - All training included in line above "In house training"		
	TOTAL COST	£	158,024.00

Additional Optional Items/Services (for information only)

Please provide details of any additional optional items/services which may be of interest to the Authority under this procurement.

Any additional items/services proposed in this table will not form part of the scored element of this further competition, however they may be taken up in any resulting contract.

Item No.	Description	[REDACTED] Under FOI exemption	
	Annual planned preventative maintenance (PPM) service contract including one visit per year		
	-		
	-		
	-		
	-	£	-
	-	£	-
	-	£	-

Ministry of Defence

Tender Submission Document (Offer) – Ref Number [ITT –RQ0000012332]

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 and ITT Material, 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 Terms & Conditions or any amendments issued by the Authority shall apply.

Applicable Law				
I agree that any Contract resulting from this competition shall be subject to English Law				Yes / No
Total Value of Tender (excluding VAT)				
£ 158,024-00				
WORDS ONE HUNDRED AND FIFTY EIGHT THOUSAND, AND TWENTY FOUR POUNDS.				
UK Value Added Tax				
If registered for Value Added Tax purposes, insert:				
a. Registration No GB116446187				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £31,604-80				
Location of work (town / city) where Contract will be performed by Prime: NOTTINGHAM, UK.				
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
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528.			Yes* / No	
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?			Yes* / No	
Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions?			Yes* / No NA.	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No NA.	
Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?			Yes* / No N/A	
Have you completed Form 1686 for Sub-Contracts?			Yes* / No NA.	
Have you completed the compliance matrix / matrices?			Yes / No / N/A	
Are you a Small Medium Sized Enterprise (SME)?			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 Sensitive Information form?			Yes* / No	

If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No NA.
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly	Yes* / No
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?	Yes / No / Not Required
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?	Yes / No / Not Required
Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITT?	Yes / No
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<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"> a. the offered price has not been divulged to any Third Party; b. no arrangement has been made with any Third Party that they should refrain from tendering; c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion; d. no discussion with any Third Party has taken place concerning the details of either's proposed price; and e. no arrangement has been made with any Third Party otherwise to limit genuine competition. <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 tender processes, including value for money and related purposes. We certify that we have identified any Sensitive Information in the Tenderer's Sensitive Information form (DEFFORM 539A).</p>	
Dated this <u>08</u> day of <u>SEPTEMBER</u> Year <u>2022</u>	
Signature: <u>[REDACTED] Under FOI exemption</u> in the capacity of <u>MD</u> (Must be scanned original) (State official position e.g. Director, Manager, Secretary etc.)	
Name: (in BLOCK CAPITALS) <u>[REDACTED] Under FOI exemption</u> duly authorised to sign this Tender for and on behalf of: (Tenderer's Name) <u>A L DALTON LTD.</u>	Postal Address: <u>CROSSGATE DRIVE,</u> <u>QUEENS DRIVE IND. EST, NG214W</u> Telephone No: <u>01159865201</u> Registered Company Number: <u>0048767</u> Dunn And Bradstreet number: <u>218233419</u>

Ministry of Defence

DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS**DEFFORM 711 - PART A – Notification of IPR Restrictions**

1. <u>ITT / Contract Number</u>				
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s) Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>
1	None applicable	None applicable	None applicable	None applicable
2				
3				
4				
5				
6				
7				
8				
9				
10				

Please continue on additional sheets where necessary.

<p>Import and Export Control Information</p>
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Contract No.	TBC
--------------	-----

1a: Supplier Name	A L Dalton LTD
1b: Address	Crossgate Drive, Queens Drive Ind., Est.,
1c: City/State	Nottingham
1d: Post/Zip Code	NG2 1LW
1e: Country	UK
1f: CAGE/NCAGE	

[illegible]

Declaration

I certify that the information provided on this DEFFORM 528 is true, complete and accurate to the best of my knowledge. If there is any change that effects the control classification as described on this Form or I become aware of anything that causes the response to no longer be true, complete and accurate, or if any inaccuracies are identified, I will inform the other party in writing as soon as I become aware of such change.

Printed name	[REDACTED] Under FOI exemption
Position or Job Title Held in Company / MOD	MD
Address	A L Dalton Ltd, Crossgate Drive, Queens Drive Ind Est Nottingham, NG2 1LW
E-Mail	[REDACTED] Under FOI exemption
Telephone number	1159865201
Signed (Duly authorised person)	[REDACTED] Under FOI exemption
Date of signature	08/09/2022

Please print off this Declaration Sheet and provide a signed copy with your Tender submission

Invitation To Tender (ITT) for the Supply, Installation and Commissioning of a CNC Woodwork Router
Dstl Ref: RQ000012332

ITT QUALITATIVE RESPONSE WORKBOOK
Stage 2 - Compliance

In the yellow cells, please provide a statement and sufficient supporting evidence to demonstrate that the proposed solution meets the Authority's requirements. Supporting/additional documentation may be provided in support of your response. Where this documentation is provided, you must clearly reference the relevant document and location within the space allowed for the question, including as a minimum the file name and page number.
The Authority will accept no liability for cross-referencing to documentation or information which is not clearly referenced.

Question		Tenderer's Response (Please select)
1	SCIB Terms and Schedules – The Tenderer confirms their unqualified acceptance of the SCIB Terms and Schedules provided with this ITT.	<p>Mandatory Requirements (1-5) are detailed in this workbook for information only. Responses should be provided in the relevant section(s) of the Defence Sourcing Portal (DSP)</p> <p>[REDACTED] Under FOI exemption</p>
2	Tenderer provides a fully completed DEFFORM 47 Annex A (Offer)	
3	Tenderer provides a fully completed (or NIL Return) DEFFORM 528	
4	Tenderer provides a fully completed DEFFORM 711	
5	Tenderer provides a fully completed Contractors Commercially Sensitive Information Form (or NIL Return) as provided at Schedule 4 to SCIB	
6	The Tenderers proposed solution must have a minimum work area = 2500mm x 1250mm	
7	The Tenderers proposed solution does not exceed maximum power electrical connection = 415v 63A	
8	The Tenderers proposed solution head must have the following = 3-Axis, Router, 90Degree and an Oscillating knife	
9	The Tenderers proposed solution must have a spindle = minimum 9kW, 24000rpm	
10	The Tenderers proposed solution must have a Z axis clearance = minimum 400mm	
11	The Tenderers proposed solution must have interlocked perimeter safety guarding	
12	The Tenderers proposed solution must have extraction at cutting tool	
	The Tenderers proposed solution must have extraction to integrate with existing fixed LEV system – (Please specify your connection details and flow rate requirements)	
13	The Tenderers proposed solution must have Digital Servo Drives or equivalent	
14	The Tenderers proposed solution must have a positional accuracy of 0.001mm	
15	The Tenderers proposed solution must have software which contains integrated 3D CAD/CAM	
16	The Tenderers proposed solution must include delivery, offloading, installation and commissioning	
17	The Tenderers proposed solution must include training for 4 operators at DSTL Porton Down	

Invitation To Tender (ITT) for the Supply, Installation and Commissioning of a CNC Woodwork Router
Dstl Ref: RQ0000012332

ITT QUALITATIVE RESPONSE WORKBOOK
Stage 3 - Non-Cost (Quality)

Please provide a statement and sufficient supporting evidence to demonstrate that the proposed solution meets the Authority's requirements. Supporting/additional documentation may be provided in support of your response. Where this documentation is provided, you must clearly reference the relevant document and location within the space allowed for the question, including as a minimum the file name and page number.
The Authority will accept no liability for cross-referencing to documentation or information which is not clearly referenced.

Question	
Other requirements:	
1	Vacuum bed clamping system
2	Vacuum pump
3	Touch probe location reference
4	Automatic tool height setting and calibration
5	Tool change station with capacity for 8 - 16 tool holders
6	Tooling package – to include but is not limited to: o Straight End Cutters suitable for machining of softwoods, hardwoods, laminates and manmade boards suitable for continuous operation at the maximum spindle speed diameters covering the full range of machine capacity in 2mm increments short and long versions of each diameter o Profiled Cutters suitable for profiling and jointing of softwoods, hardwoods, laminates and manmade boards profiles are not specified but must include a range of commonly used decorative and jointing profiles o Tool Holders tool holders and collets to suit the tooling offered quantity to suit the machine capacity offered plus six spare tool holders bench / wall mounted tool holder to accommodate six spare tool holders
7	Work piece holding package – to include but not limited to: A range of rotational, elevating, angled and mechanical clamping solutions suitable for the vacuum table included within the specification
8	Software upgrades as required for a minimum of 10 years
9	Ability to disable third party/manufacturer remote software access
10	Minimum 12 months warranty
11	User support from supplier / manufacturer for 12 months. Eg technical helpdesk on an ad-hoc user demand basis
Delivery timescales	
	It is highly desirable that delivery, installation and commissioning of the equipment is completed by 31st March 2023. Please confirm your lead times for delivery, installation and commissioning of the proposed solution at the Authority's site. Within your response please detail any assumptions and risks which may be relevant to achieving this timescale, including where relevant a proposal for how these may be managed.
Social Value Social Value is the consideration of the social, economic and environmental impact of projects and programmes. It has a lasting impact on individual procurements. The Authority's priority Social Value themes are: - Tackling economic inequality; - Fighting climate change; and - Equal opportunity.	
12	Tackling Economic Inequality - Creating new business, new jobs and new skills / Increasing supply chain resilience and capacity. (For example, creating employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors) Using a maximum of 2000 characters, please provide a method statement to describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome (Tackling Economic Inequality).
13	Fighting Climate Change - Effective stewardship of the environment. (For example, influencing staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement) Using a maximum of 2000 characters, please provide a method statement to describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome (Fighting Climate Change)
	Equal Opportunity - Reduce the disability employment gap / Tackle workforce inequality (For example, demonstrating action to identify and tackle inequality in employment, skills and pay in the contract workforce) Using a maximum of 2000 characters, please provide a method statement to describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome (Equal Opportunity)

[REDACTED] Under FOI exemption

[REDACTED] Under FOI exemption

[REDACTED] Under FOI exemption

[REDACTED] Under FOI exemption

[REDACTED] Under FOI exemption

[REDACTED] Under FOI exemption