*DF47ST Edn 09/21*

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|  | **Angus MacKay**  Def Comrcl Head Office Business Partner 3-1  Ministry of Defence  Kentigern House  65 Brown Street  Glasgow G2 8EX  United Kingdom  Email: Angus.Mackay240@mod.gov.uk |

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| --- | --- |
|  |  |
|  | Your Reference: |
|  |  |
|  | Our Reference: 705751450 |
|  |  |
|  | Date: 11 November 2022 |
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|  |  |

Dear Sir/Madam,

Invitation To: Tender Reference Number: 705751450- ONLINE DEVELOPMENT PORTAL TO SUPPORT THE FEMALE TALENT PROGRAMME

1. You are invited to tender for ONLINE DEVELOPMENT PORTAL TO SUPPORT THE FEMALE TALENT in accordance with the attached documentation.
2. The requirement is for PROVISION OF AN ONLINE DEVELOPMENT PORTAL TO SUPPORT THE FEMALE TALENT PROGRAMME.
3. The anticipated date for the contract award decision is 3-February-2023, please note that this is an indicative date and may change.
4. You must submit your Tender to the Defence Sourcing Portal by 6-Jan-2023 15:00:00.

Yours faithfully

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**DEFFORM 47R**

**DEFFORM 47R**

**DEFFORM 47R (SC1A)**

Edition 12/16

**Invitation To Tender**

**Standardised Contracting Template 1A - Special Notices and Instructions to Tenderers**

1. The contents of this invitation to tender must not be disclosed to un-authorised persons and must be used only for the purposes of tendering.

**SC1A ITT - Competitive**

**Contents**

**SC1A ITT Comp**

**(Edn 02/22)**

**Ministry of Defence**

**Invitation to Tender (ITT)**

**Less Complex Requirements**

**(Competitive)**

|  |  |
| --- | --- |
| To: All Bidders | ITT Reference No:  705751450  ITT Issue Date:    11 November 2022  Due for return by (Due Date):  6-Jan-2023 15:00:00 |
|  | From:  Ministry of Defence  Def Comrcl Head Office Business Partner 3-1    Address:  Kentigern House  65 Brown Street  Glasgow G2 8EX  United Kingdom    MOD Commercial Officer:   Angus MacKay  Email: Angus.Mackay240@mod.gov.uk |

**This ITT consists of:**

1. Invitation to Tender – Less Complex Requirements - Competitive Procurement (this document).

2. Annex A - Offer.

3. Annex B - Tender Evaluation Criteria.

4. Special Notices and Instructions to Tenderers (DEFFORM 47R (SC1A)) (one copy).

5. Purchase Order, including the Schedule of Requirements (two copies).

6. MOD Terms and Conditions for Less Complex Requirements

7. Statement of Requirement SOR

**The Tenderer must return:**

1. Completed Annex A to this ITT (one copy).

2. Completed Purchase Order, including the Schedule of Requirement (two copies).

[Any other relevant documentation for requirement e.g. Technical Drawings, Safety Data Sheet, etc].

3. Answers to item B5, the Tender Evaluation Matrix. Please upload the answers to the Defence Sourcing Portal DSP.

4. Answers to Schedule Two, Pricing Schedule. Please upload the answers to the Defence Sourcing Portal DSP.

**Invitation to Tender - Competitive**

**Notices To Tenderers**

1. You are invited to tender, in accordance with the following Conditions, for the supply of Deliverables detailed in the accompanying ITT Material. **The issue of an ITT is not a commitment by the Secretary of State for Defence - ‘the Authority’ - to place an order as a result of the tendering exercise 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 the commercial judgement of your company. The Authority reserves the right to:**

a. undertake an iterative tendering process following receipt of the tender;

b. waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority;

c. seek clarification or documents in respect of a Tenderer's submission;

d. disqualify any Tenderer that does not submit a compliant tender in accordance with the instructions in this ITT;

e. disqualify any Tenderer that is guilty of serious misrepresentation in relation to its tender, expression of interest, the PQQ or the tender process;

f. withdraw this ITT at any time, or to re-invite tenders on the same or any alternative basis;

g. choose not to award any Contract as a result of the current procurement process; and / or

h. make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

**Publicity Announcement**

2. Tenderers are advised that the MOD may wish to publicise the award of the Contract for the requirement described in the Schedule of Requirements in the attached Purchase Order.

3. Any Tenderer who wishes to make a similar announcement, either coincident with or subsequent to the MOD's announcement, should contact the Authority’s Representative (Commercial Officer) named in the Purchase Order. The content of any announcement a successful Tenderer may wish to make must be cleared in writing and in advance by the MOD Authority’s Representative (Commercial Officer) named in the Purchase Order who shall liaise with the MOD Security branch responsible for clearance of publicity material for open publication.

4. If the notice inviting tenders was advertised in Contracts Finder, the MOD will publish the following information on the Contract awarded unless the MOD decides that there are specific and valid reasons for not doing so:

a. Contractor’s Name;

b. Nature of the Deliverables to be supplied;

c. Award criteria;

d. Rationale for Contract award; and

e. Total price of the Contract awarded.

5. Under no circumstances should a successful Tenderer(s) confirm to any third party the fact of their acceptance of an offer of Contract prior to informing the MOD of their acceptance, and / or ahead of the MOD's announcement of the award of Contract.

**Codes of Practice**

6. The attention of Tenderers is drawn to the agreements that have been reached by the MOD / Industry Commercial Policy Group (CPG) on Codes of Practice. The Codes of Practice are intended to demonstrate a commitment by the MOD and its suppliers to the establishment of better working relationships in the supply chain, based upon openness and trust. The opportunity also exists for Tenderers to advertise any subcontracts valued at over £10,000 in the Defence Sourcing Portal and further details can be obtained directly from: https://www.gov.uk/guidance/subcontract-advertising. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrclSSM-Suppliers@mod.gov.uk.

**Submission of Tender**

7. Tenderers must:

a. Sign and date Part A (but not Part C) (“Effective date”) of the Offer and Acceptance box on both copies of the Purchase Order, scan and return them both as PDFs, as part of their tender. The Terms and Conditions are to be kept by the Tenderer for their records.

b. Complete the Consignor Box with the name and address of the Consignor where the MOD stipulates that the Deliverables will be transported by the MOD (as defined in the Purchase Order under the Transport Instructions box);

c. Complete the Schedule to the Purchase Order by populating the Delivery Date column (if stated to do so), the Firm Price (£) Ex VAT sub columns (Per Item and Total including packing), finally completing the Total Firm Price at the bottom of the Schedule.

d. Sign, scan and return one copy of the tender form, at Annex A to this Invitation to Tender – Less Complex Requirements – Competitive Procurement, as a PDF, as part of their tender.

e. Provide any further information requested in this Invitation to Tender.

8. Your Tender must be submitted electronically via the Defence Sourcing Portal no later than the date and time stated above. The Authority reserve the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. DVD) are no longer required and will not be accepted by the Authority. You must provide one priced copy of your Tender and one unpriced copy. You should ensure that there are no prices present in your unpriced copy.

9. You must ensure that your completed SC1A ITT Comp Annex A is signed, scanned and uploaded to the Defence Sourcing Portal, with the SC1A Purchase Order and Schedule of Requirements as a PDF. Your Tender must be compatible with MSWord and other MSOffice applications.

10. Tenderers must ensure they are registered on the Defence Sourcing Portal in order to submit their Tender response. A supplier registration guide and a supplier user guide is available on the Defence Sourcing Portal landing page.

11. The Defence Sourcing Portal is security accredited to OFFICIAL-SENSITIVE. Material that is protectively marked above this classification must not be uploaded. Please contact if you have a requirement to submit documents above OFFICIAL SENSITIVE.

12. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the Defence Sourcing Portal. You must contact to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

13. If you have any difficulty accessing the Defence Sourcing Portal or if you have any questions with regards to the tendering exercise itself, please contact the MOD Commercial Officer named above.

14. Any request for an extension of the period for tendering must be submitted on the DSP at least four (4) Business Days before the tender return date. Any extension will be at the sole discretion of the Authority and if granted will be granted to all Tenderers. All correspondence connected with your tender which requires attention before the tender return date, or communications stating that no tender will be submitted, must be submitted on the DSP. **This procedure is designed to preserve equity between Tenderers by ensuring that no premature disclosure of tender details can take place.**

15. **No useful purpose is served by enquiring about the result of this ITT.** Tenderers will be notified of the Authority’s decision as early as possible.

**Formation of Contract**

16. Once the evaluation process has been completed, the Tenderers will be notified of the outcome of the competition and the name of the successful Tenderer. The Authority’s Representative (Commercial) stipulated on the Purchase Order will accept the successful tender by signing and dating Part B of the Offer and Acceptance box of the Purchase Order and dating Part C to signify the Effective Date (i.e. the date of the Contract). The Effective Date shall be no earlier than the date of acceptance of the tender and shall allow a reasonable time for the acceptance to be communicated to the Contractor. One copy of the completed Purchase Order will then be returned to the Contractor to be attached to their copy of the Terms and Conditions.

**Instruction to Tenderers**

1.**Small and Medium-sized Enterprises** The Authority is committed to supporting the Government’s small and medium-sized enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of MOD spending should be spent with SMEs by 2020; this applies to the money which the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an SME.

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 sub-contractors are encouraged to make their own commitment and register with the [Prompt Payment Code](https://www.smallbusinesscommissioner.gov.uk/ppc/).

Suppliers are also encouraged to work with the Authority to support the Authority’s SME initiative. Information on the Authority’s purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](https://www.gov.uk/)and the DSP.

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2. **Price** In order to facilitate the comparison of tenders, the prices quoted for the Deliverables and Packaging must reflect the terms of the Purchase Order and be set out in strict accordance with the requirements of the Schedule to Purchase Order.

3. **Orders for Parts of the Tender** The Authority reserves the right, **unless the Tenderer expressly states that parts of the tender may not be accepted separately in their tender**, to order some or all of the Deliverables stated in the Schedule to the Purchase Order.

4. **Alternative Conditions** The Tenderer shall comply with the notices and instructions set out in this ITT and submit a tender compliant with the MOD Terms and Conditions for Less Complex Requirements. Any offer made subject to additional or alternative contractual conditions will not be considered and will be rejected on the grounds of those conditions alone.

5. **Tender Evaluation** The tender evaluation shall be carried out in accordance with the Evaluation Criteria stated in the ITT tender documentation. **The Authority can only evaluate those things stated in your tender.**

6. **Alteration to Purchase Order** Any alteration to the Purchase Order suggested by the Tenderer (e.g. an alternative Delivery offer), should be effected by striking through the original entry and inserting the alternative adjacent to it. The Tenderer's attention is, however, drawn to paragraphs 3 to 5 above.

7. **Completion of Tender**

a. In the event of a Deliverable appearing more than once in the attached Schedule of Requirements, whether separately or as part of an assembly, the Tenderer is requested to quote on the basis of the total quantity for that Deliverable.

b. The Tenderer should ensure that their tender is clear and in a form which will allow the Authority to take copies for evaluation purposes.

8. **Tenders for Selected Deliverables** Tenders need not necessarily be for all the Deliverables listed in the Schedule to the Purchase Order. The words “No Tender” should be inserted in the price column against items for which no offer is made.

9. **Bid costs** The Tenderer will bear all costs associated with preparing and submitting their Tender. If the Tender process is terminated or amended by the Authority, the Tenderer will not be reimbursed.

10. **ITT Material**

a. ITT Material means information (including for example, drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings, in whatever form or medium, patterns and samples) issued to you by the Authority or on its behalf, or to which you have been given access, for the purposes of responding to this ITT. ITT Material remains the property of the Authority or other owners and is released solely for the purpose of tendering. The Tenderer shall notify the Authority’s Representative (Commercial Officer) without delay if any additional ITT Material is required for the purpose of tendering. The Tenderer shall be responsible for the safe custody and due return of ITT Material, and shall be responsible for all loss or damage sustained while in their care, and until re-delivered to the Authority.

b. **Destruction of ITT Material** You must immediately confirm destruction of (or in the case of software, that it is beyond use) all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful.

c. **Intellectual Property Rights in ITT Material** The Intellectual Property Rights in ITT Material may belong to the Authority or a third party. The ITT Material may only be used for the purpose of responding to this ITT and shall not be copied, or disclosed to anyone other than employees of the Tenderer involved in the preparation of the tender, without the prior written approval of the Authority. If the Tenderer discloses the ITT Material other than to employees involved in the tender preparation, or uses the ITT Material other than for the purpose of tendering, the Authority, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.

d. **Confidentiality Agreements** Some or all of the ITT Material issued in connection with this ITT may already be the subject of Confidentiality Agreements. The provisions of such agreements are in addition to, and not in substitution for, any obligations arising from receipt of or access to ITT Material under the terms of this ITT, and the provisions of sub-paragraphs 10.a - c above.

11. **Samples**

a. Where it is indicated in Annex B that samples may be required for evaluation, the Tenderer must be prepared to submit them without charge. Samples should be clearly labelled with the following particulars:

(1) The Tenderer's name and address.

(2) The ITT Reference Number and tender return date.

(3) Description and Item Number as shown in the Schedule to the Purchase Order.

b. The Authority shall retain all samples for twelve (12) months. After this period the Authority shall destroy the samples unless you specifically state you require their return. The sample of any subsequent contracts shall be kept indefinitely.

12. **Notification of Inventions etc.**

a. The Tenderer acknowledges that their prices shall include the use of any intellectual property rights which they own or control to the extent that their use is required for the performance of any resultant Contract. The Tenderer also acknowledges that their prices include subsequent use by the Authority of anything delivered under the Contract.

b. In their tender the Tenderer shall notify the Authority of:

(1) any invention or design the subject of patent or registered design rights (or application therefore) of which the Tenderer is aware , and;

(2) any other restriction (including any export requirement or restriction) as to disclosure or use or obligation to make payments in respect of intellectual property (including technical information) to which the Tenderer is subject, and;

(3) any allegation of infringement of intellectual property rights made against the Tenderer;

which pertains to or appears to be relevant to the performance of any resultant Contract or to subsequent use by the Authority of anything required to be done or delivered under any resultant Contract.

c. The Tenderer shall, at the request of the Authority, give the Authority particulars of every restriction and obligation referred to in sub-paragraph 12.b.(2). above.

d. If the information required under this Paragraph 12 has been provided previously, the Tenderer may satisfy these requirements by giving details of the previous notification.

13. **Ozone Depleting Substances** The Tenderer must state whether 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.

14. **Hazardous Deliverables and Substances** It is a condition of this ITT that where the ITT calls for, or the Tenderer proposes, the use of Hazardous Deliverables or substances, the Tenderer shall provide with their tender a completed Safety Data Sheet in accordance with Clause 9 of the Terms and Conditions. Failure to comply fully with this condition may result in the tender being deemed non-compliant thus rendering it ineligible for further consideration by the Authority.

15. **Elimination Of Asbestos** It is a condition of this ITT that the Deliverables shall not incorporate asbestos of any kind. The Tenderer will confirm this by signing and returning the tender form at Annex A to this ITT as part of their tender.

16. **Transparency, Freedom of Information and Environmental Information Regulations**

a. Tenderers should be aware that, if they are awarded the Contract, the content of the Contract may be published by the MOD to the general public in line with government policy set out in the Government’s Transparency Principles.

b. Before publishing the Contract, the MOD will redact any information which would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 (“the FOIA”) or the Environmental Information Regulations 2002 (“the EIR”).

c. The FOIA and the EIR provide a more general statutory right of access to information held by or on behalf of public authorities, including information provided by third parties such as suppliers. This right of access is subject to a number of exemptions, including confidential information and commercially sensitive information. Further details of MOD policy on FOIA and EIR can be found on Knowledge in Defence (KiD) (https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm click on "Commercial Toolkit" then "MOD Commercial Management" then "Freedom of Information").

d. In order to assist the MOD in applying the exemptions in the FOIA and the EIR, Tenderers should complete the appropriate Tenderer’s Sensitive Information box in the Purchase Order, explaining which parts of their Tender they consider to be sensitive or confidential. Tenderers are also requested to include in the box the details of a named individual who may be contacted with regard to this information.

e. Tenderers should note that, while their views will be taken into consideration, the ultimate decision whether to publish or disclose information provided to the MOD lies with the MOD. Tenderers are advised to give as much detail as possible on the Form. It is highly unlikely that a contract will be exempt from disclosure in its entirety. Should the MOD decide to publish or disclose information against the wishes of a Tenderer, the Tenderer will be given prior notification.

17. **Consultation with Credit Reference Agencies** The Authority may consult credit reference agencies to assess the creditworthiness of a Tenderer. Information on creditworthiness may be used by the MOD to support and influence decisions to enter into business with a Tenderer.

18. **Conflicts of Interest**

a. MOD policy states that it is sometimes in the MOD’s wider business interests to allow suppliers to operate on both the client and supply side. Conflicts of Interest (CoI) can occur outside of direct commercial relationships between the MOD and its suppliers and therefore all personnel involved in acquisition (both Authority and Tenderer) should be familiar with the Conflicts of Interest Commercial Policy Statement (CPS).

b. Accordingly, Tenderers shall notify immediately the Authority of any current or potential or perceived CoI relating to the requirement and shall give particulars of every instance. Tenderers should be aware that withholding knowledge of such interests may result in disqualification from a competition.

c. Where an actual or potential COI exists or arises or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime to the Authority upon request. The proposed Compliance Regime must be of a standard which, in the Authority’s sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details that cover those areas listed at (1) to (7) below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:

(1) the manner of operation and management;

(2)…roles and responsibilities Manner of operation and management;

(3) standards for integrity and fair dealing; for integrity and fair dealing;

(4) levels of access to and protection of competitors sensitive information and Government Furnished Information;

(5) confidentiality and/or Non-Disclosure Agreements (NDA’s)(e.g. DEFFORM 702);

(6) the Authority rights of audit;

(7) physical and managerial separation.

d. Tenderers are ultimately responsible for ensuring that no COI exists. Any Tenderer who fails to comply with the requirements in this paragraph 18 (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority

19. **Canvassing** Any Tenderer who directly or indirectly seeks to persuade any officer, member, employee, or agent of the MOD concerning this procurement except by responding to this ITT or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent of the MOD concerning any other Tenderer, tender or proposed tender concerning this procurement before the end of the selection process will be disqualified from consideration for this procurement.

20. **Collusive Behaviour** The Tenderer’s attention is drawn to the requirements of the Competition Act 1998, Part 1. Any Tenderer found to have been part of a ‘Concerted Practice’ or ‘Agreement’, the purpose of which was to prevent, restrict or distort competition, shall be disqualified from consideration from this procurement. Disqualification will be without prejudice to any to any civil remedy available to the Authority or criminal liability which the conduct of the Tenderer may attract.

21. **Bribery** Any Tenderer who offers to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done, any act or omission concerning this tender shall be disqualified. Disqualification will be without prejudice to any to any civil remedy available to the Authority or criminal liability which the conduct of the Tenderer may attract.

22. **Authority Remedies for Breach of Contract** Tenderers should be aware of the contractual remedies set out at Clause 17 of the Terms and Conditions of the Contract which may apply in the event of a breach of contract by the Contractor. Damages for breach of contract are not limited under the Contract. However Tenderers should also note under Clause 17 that in exercising its rights and remedies under the Contract the Authority must act in a reasonable and proportionate manner having regard to the nature and consequences of the breach of contract. If Tenderers are unsure about the potential liability under the Contract, they should seek advice as appropriate.

23. **Confidential Information.** 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.

For these purposes, the Authority may share within Government any of the Contractor’s documentation / information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. The information will not be disclosed outside Government. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A and consent to these terms as part of the competition process.

24. **Cyber Essentials Accreditation** For all new requirements advertised from 1st January 2016 which entail the transfer of MOD identifiable information from customer to supplier or the generation of information by a supplier specifically in support of the MOD contract, MOD will require suppliers to have a Cyber Essentials certificate by the contract start date at the latest, and for it to be renewed annually. This requirement must be flowed down the supply chain.

In this context ‘information’ means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract.

Please notify the Authority as soon as you become aware of any issues with Supply Chain ability to comply with Cyber Essentials.

**THE TENDERER MUST SIGN AND RETURN ONE COPY OF SC1A ITT Comp (Annex A) WITH THEIR TENDER**

**Annex A**

**Annex A**

**SC1A ITT Ref No**

**Ministry of Defence**

**TENDER**

**To the Secretary of State for Defence (hereinafter called "the Authority")**

The undersigned Tenderer having read the Invitation to Tender – Less Complex Requirements – Competitive Procurement and accompanying Conditions of Contract, offers to supply the Deliverables (to the extent which the Authority may determine in ordering the Deliverables ) at the price or prices and at the time or times stated and in accordance with any drawings and / or specifications stated in the Purchase Order and subject the above mentioned MOD Terms and Conditions..

The following additional information is provided:

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| **Notification of Inventions** | |
| Please state below details invention or design, other restriction and any allegation of infringement specified in Paragraph 12.b and 12.d (continue on a separate sheet if necessary). | |
| **Ozone Depleting Substances** | |
| Please state below details of the use of substances specified in Paragraph 13, or state “NIL RETURN” (continue on a separate sheet if necessary). | |
| **Asbestos** | |
| By signing this Offer, the Contractor confirms that the Deliverables do not incorporate asbestos as specified in Paragraph 15 | |
| **Premises where Contract will be performed (if applicable)** | |
| The Deliverables, or any part of them supplied under this Contract resulting from this Tender will be manufactured and or bought in from premises detailed below: | |
| **Value of Tender (excluding VAT)** | |
| Total cost of Deliverables, including packaging, required computed at the Tenderer's quoted price        £    Total value of tender (to be repeated below in WORDS)                                        £    (WORDS:     ) | |
| **Value Added Tax** | |
| 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))        £ | |
| **Transparency** | |
| Should the Tenderer be awarded a Contract resulting from this tender, it understands that the Authority may publish the content of the Contract to the general public. The Sensitive Information which forms part of the Purchase Order is completed to assist the Authority in applying the appropriate exemptions in the FOIA and the EIR. | |
| 1. We certify that the offer made in connection with the above tender 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:  a. the offered price has not been divulged to any third party person,  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.  2. We understand that any instances of illegal cartels, market sharing arrangements or other anti-competitive practices, suspected by the Ministry of Defence 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.  3. We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.  4. 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 Information in DEFFORM 539A. | |
| **Dated this       day of       Year** | |
| **Signature:**                                **In the capacity of**                                          (State official position e.g. Director, Manager, Secretary etc.) | |
| **Name:** (in BLOCK CAPITALS)      **duly authorised to sign this tender for and on behalf of:**      (Tenderer's Name) | **Postal Address:**        **Telephone No:**    **Telex No:**    **Fax No:**    **Email:** |

**Annex B**

**ANNEX B**

**SC1A ITT Ref No**

**Ministry of Defence**

**Tender Evaluation Criteria**

B1. This section details how your Tender will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria.

B2. Negotiations do not apply to this tender process.

**Evaluation of Tenders**

B3. On receipt of Tenders, the Authority shall evaluate each individual bid as follows:

* The Commercial evaluation is undertaken first by representatives of DEF Comrcl – HO BP3-1. This is processed by checking all bids are submitted as per the instructions of the ITT. Only bids passing this stage proceed to the technical stage.
* The Technical Evaluation will be undertaken by representatives from DS Sec - Talent AH. Only bids that are commercially and technically compliant will qualify for the financial evaluation. The Technical Evaluation will be calculated based on the Bidder`s answer to Technical Questions from the Tender Evaluation Matrix, item B5 to this Section, to which will be attributed the Non-cost Score.
* The Financial Evaluation will also be undertaken by representatives of DEF Comrcl – HO BP3-1. The Financial Evaluation will attribute the Cost Score, calculating the total of the firm prices for all three years together to provide one firm price and this will be what will be applied to the evaluation form. The price proposed for each year has to include all services described in the Statement of Requirement. Prices must be firm prices in GBP ex VAT.

B4. The evaluation is taken by dividing the technical score by firm price in accordance with the weightings and formula below.

Where: wQ = weighting of Non-cost Score (in this case 60%)

wC = weighting of Cost Score (in this case 40%)

**B5 - Tender Evaluation Matrix**

**Tender Evaluation**

**Provision to Procure an online Developmental Portal – Aug 22**

The Authority reserve the right to regard Questions 1.01 as overall non-compliant.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item Number** | **Requirements/criteria** | **Score** | **Weighting** | **Supporting Comments** |
| **1.01.a – Commercial off the shelf licence and membership to access an online development portal that will be available for all personnel but specifically targets females.** | Please confirm with a yes and no whether your organisation can provide a licence, membership and link to access a COTS (Commercial Off the Shelf) online development portal that will provide an abundance of online talent management tools, POD casts, videos, articles, webinars and other leadership resources as well as having the provision to advance all talent. The portal should have the tools that can be used by all Defence staff at all ranks and grades.  Please provide details of the above. | **Highly important** | N/A – this is a compliance question.  Traffic Light System  Green – Yes  Red - No | Given the importance of the question, any no answer will be deemed overall technically non-compliant. |
| **1.01.b** | Please provide a detailed programme of all the training courses available on the developmental portal, including those specifically targeting women. |  | 1 |  |
| **1.01.c** | Please provide details of the specific training packages in all areas of leadership, including and not limited to: self-awareness, including the impacts of behaviours to help identify and control other people’s perception of the individual; effective stakeholder management, how to make difficult decisions including managing and taking risks, managing stress, well-being in yourself and others; how to unlock barriers and challenges faced by women; coaching and mentoring skills, diversity and inclusion and how to get the best of yourself and your teams. |  | 2 |  |
| **1.01.d** | Please confirm with a yes or no whether there are opportunities to have syndicate discussions on individuals’ leadership challenges. Provide a safe and confidential learning environment. If yes, please provide details. |  | N/A – this is a compliance question.  Traffic Light System  Green – Yes  Red - No | We reserve the right to deem a no answer as being overall technically non-compliant. |
| **1.01.e** | Please provide details of any provisions for learning tools that can support the advancement and the development of female talent. This includes how to overcome some of the professional challenges that females face, including managing a work-life balance. |  | 2 |  |
| **1.01.f** | Please provide details of how your organisation can demonstrate that they understand the blockers and challenges faced by females. This must also be proven by providing evidence of research. |  | 1 |  |
| **1.01.g** | Please provide strong evidence of how the development portal can provide females with the right skillsets and confidence to excel using the latest best practice, concepts and supporting theories. |  | 2 |  |
| **1.01.h** | Please provide details of any interactive training sessions delivered by experts in female business leadership programmes. |  | 1 |  |
| **1.01.i** | Please provide details of the opportunities for MOD personnel to attend events or webinars that hosts inspirational female speakers, networking opportunities that enables women to build strong connections with role models both in Defence and all sectors and organisations, including internationally. |  | 3 |  |
| **1.01.j** | Please provide details on the varied content and online events to connect, support and help drive the advancement of women throughout their careers. Content should combine virtual keynote sessions, mentoring, coaching and digital learning content to stretch personal development, challenge mindsets and develop maximum impact. |  | 2 |  |
| **1.01.k** | Please provide details on how your organisation can provide access to a range of networking opportunities, with provision to access networks across cross-sector organisations within the UK and internationally and including hosted national and international events in the UK that celebrate outstanding achievements by females. |  | 2 |  |
| **1.01.l** | Please provide details on how your organisation can promote Defence’s presence through networking. |  | 1 |  |
| **1.01.m** | Supplier will need to provide opportunities for accredited continuing professional development. |  | 2 |  |
| **1.02.a - Access to the Online Portal**. | Please set out the steps required for MOD personnel to access the online portal with ease. |  | 3 |  |
| **1.02.b** | Please confirm with a yes or no whether your product will require additional operational capability development to enable the link to be used by MOD users. |  | N/A – this is a compliance question.  Traffic Light System  Green – Yes  Red - No | A no will be deemed as non-compliant. |
| **1.02.c** | Please confirm whether the link to the online development portal will be available for immediate use from the first day of the contract start date (8th Mar 23). |  | 3 |  |
| **1.02.d** | Please confirm with a yes or no that you have noted that the contract award will be for 3 years (insert clause on termination) |  | N/A – this is a compliance question.  Traffic Light System  Green – Yes  Red - No | We reserve the right that a no answer may be deemed non-compliant. |
| **1.03.a – Support to MOD** | Please provide details of how your organisation will work alongside MOD on providing relevant toolkits to support internal learning and development comms activities including Leadership training courses. |  | 3 |  |
| **1.03.b** | Please provide details on how your organisation can support internal MOD training activities as required, including hosting learning events, including how to navigate around the online development portal as part of the contract. |  | 3 |  |
| **1.03.c** | Please provide details of how you will support the organisation to promote online portal across the different parts of Defence. |  | 2 |  |
| **1.04.a – Flexibility** | Please confirm with a yes or no if your organisation will be flexible to react to any Defence requirements. |  | N/A – this is a compliance question.  Traffic Light System  Green – Yes  Red - No | We reserve the right to deem a no as non-compliant. |
| **1.05.a – MOD landing page** | Please provide details on how your organisation can provide an MOD branded landing page in conjunction with their own sites and pages as an opportunity to create MOD specific content. In addition, the platform must enable the establishment of a closed group for MOD personnel to upload MOD specific content and webinars if needed. |  | 1 |  |
| **1.06.a – Well Established Organisation** | Please provide details and evidence on whether your organisation is well-established for several years and can demonstrate and provide evidence of a high level of proven track record of successes elsewhere including improving gender diversity and cultural values. |  | 1 |  |
| **1.07.a - Management Information** | Please provide details on how your organisation will share current list of registered MOD users and their e-mail addresses with MOD on a quarterly basis. |  | 2 |  |
| **1.07.b** | Please confirm with a yes or no that you will provide MOD with monthly updates via quarterly Board meetings, and data providing details of usage data, membership numbers, members and KPIs/dashboards that will help senior management make informed decisions on its usage and benefit must be made available. |  | N/A – this is a compliance question.  Traffic Light System  Green – Yes  Red - No | We reserve right to deem a no as non-compliant. |
| **1.08.a – Security** | Please explain how MOD data will be stored and protected in accordance with the DPA, this includes names, the name of Service and members e-mail addresses. |  | 3 |  |
| **1.08.b** | Please provide details how you will ensure the eligibility of MOD users at the point of registration and how a current and accurate eligible list of members will be maintained. |  | 2 |  |
| **1.08.c** | Can you confirm with a yes or no whether MOD’s data will be held in the UK? |  | N/A – this is a compliance question.  Traffic Light System  Green – Yes  Red - No | We reserve right to deem a no as non-compliant. |

|  |
| --- |
| Weightings |
| 3 = High |
| 2 = Medium |
| 1 = Low |

* The Tenderer must answer the questions on the Tender Evaluation Matrix through the Defence Sourcing Portal DSP.
* The Authority's expectation is that Bidders should score a 3 or above for each of the questions which, with weighting, will result in a score of 126 or above. However, the Authority reserves the right to award a contract to bidders who score below a 3 for a question where it is satisfied that their overall technical ability is acceptable.
* Each question has to be answered on a separate page and has to be a bespoke, stand alone, answer without references to other answers or references elsewhere in the tender;
* Only your answer to the questions will be evaluated. Please do not include flyers or brochures or any other corporate literature.
* The Tender Return should be written in English, using Arial font size 11 and no more than a whole A4 page for each Question, including relevant diagrams / maps / designs. Where the evidence exceeds this requirement, a line will be drawn through the pages of the Tender Return in excess of the page limit specified, and this part of the Tender Return will not be considered by the Authority”.
* The Scoring Matrix and weightings are calculated together once bids are evaluated. The score is multiplied by the weighting to gain a score for each question. For example, a question weighted 3(High) and gaining a score of 4(Good) would result in a score of 12 (3 x4).

|  |  |  |
| --- | --- | --- |
| **Criterion Scores:** | | |
| Each individual criterion will be evaluated against the following scoring mechanism. | | |
| 0 | Not Answered | The Tender does not include examples and does not demonstrate how the solution will deliver the stated requirement. |
| 1 | Poor | The Tender provides a limited response. The proposed solution includes limited examples and is dependent on support from the Authority. |
| 2 | Not Acceptable | The solution is unlikely to meet the requirement. The examples and solution provided have some gaps and it is clear that the solution will need support from the Authority. |
| 3 | Acceptable | There is evidence of meeting the criteria. The proposed solution gives a good idea of how the Tenderer will meet the requirement. The examples demonstrate how the Tenderer would manage the requirement. The proposed solution gives confidence that it can be delivered with little support from the Authority. |
| 4 | Good | In addition to the evidence, you have the confidence from the Tender that the requirement will be delivered on time, with no support required from the Authority. The examples and proposed solutions meet all of the technical, quality, safety and interoperability requirements in the Statement of Requirement (SOR). |
| 5 | Excellent | In addition to the solution and examples, the Tenderer has provided a proposal which exceeds expectations, shows insight into the project and includes examples of how they would manage the requirement. The Authority has confidence of success. |

**Annex C**

**Key Tendering Activities**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date & Time** | **Responsibility** | **Submit to:** |
| Issue ITT | 30/11/2022 | The Authority | Defence Sourcing Portal |
| Final date for Clarification Questions/Requests for additional information | 07/12/2022 | Tenderers | Defence Sourcing Portal |
| The Authority issues Final Clarification Answers | 14/12/2022 | The Authority | All Tenderers |
| Tender Return | 06/01/2023 | Tenderers | Defence Sourcing Portal |
| Tender Evaluation | 27/01/2023 | The Authority | N/A |
| Contract Award | 03/02/2023 | The Authority | Defence Sourcing Portal |

**Notes**

**Tenderers Conference**

C1. A Tenderers Conference is not being held.

**Clarification Questions**

C2. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

**Tender Return**

C3. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

**Negotiations**

C4. Negotiations do not apply to this tender process.

**Validity**

C3. Your Tender must be valid and open for acceptance for 90 days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further 30 calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to 14 calendar days after any legal proceedings have concluded.

**Schedule One**

**PROVISION OF AN ONLINE DEVELOPMENT PORTAL TO SUPPORT THE FEMALE TALENT PROGRAMME**

**Dated 22 Jul 22**

**Statement of Requirement**

**The provision to purchase a Licence and annual membership for access to an online development resource portal to support the Female Talent Programme**

**A General Requirements**

**A.1 Scope of Requirement**

Chiefs of Staff have committed to identify a series of programmes of enhanced talent management programmes to improve the gender diversity of the pipeline for females in the Armed Forces. There are several interventions that support the programme including the procurement of a licence and an annual membership to access an online portal that is available to everyone at all ranks and grades. To achieve this, the portal must provide the provision for accessing personal development modules that educate and support females through a range of online resources, including leadership training, mentoring frameworks, webinars, podcasts and reading material on a full range of career development topics as well as networking opportunities to hear from and learn from senior female roles models across a range of industries and sectors. In addition to this, the portal must have the capability to deliver highly professional resources that can be used by everyone across the Defence Enterprise at all ranks and grades. This package will provide valuable access to inspirational leaders through webinars and an end-to-end portfolio of leadership education interventions to all personnel. The supplier will need to provide a MOD branded landing page in conjunction with their own sites and pages as an opportunity to create MOD specific content.

This requirement will support the current positive pathway initiatives for improving gender balance in Defence. DS Sec will pay for the costs for the 3-year contract. Full cost of the contract will be split over 3 years with the first payment being made in FY22/23. Defence has a requirement to purchase an off-the-shelf product that is ready to use by all personnel immediately.

**A.2 Definitions**

A2.a In addition to the definitions detailed in the Terms and Conditions of the Contract the following definitions shall also apply. Where the definitions below contrast to those detailed in the Terms and Conditions of the Contract then the definitions within the Terms and Conditions of the Contract shall take precedence:

|  |  |
| --- | --- |
| **Definition** | **Interpretation** |
| Authority | Organisation that will oversee and manage the Contract on a day-to-day basis. |
| Event | Formal training or education intervention. |
| Programme(s) | Formal training or education intervention. |
| Supplier | The academic institute or other organisation that will provide/deliver the programme of enhanced talent management. |
| Requirement | The services required by the Authority to meet the training and education needs of the RAF’s strategic leaders. |

**A.3 Abbreviation and Acronyms**

|  |  |
| --- | --- |
| **Abbreviation or Acronym** | **Interpretation** |
| DO | Designated Officer |
| DSAT | Defence Systems Approach to Training |
| JSP 822 | Joint Service Publication 822: Defence Direction and Guidance for training and Education |
| FTP | Female Talent Programme |
| RAF  RN | Royal Air Force  Royal Navy |
| SC | Security Check |
| SLC | Shrivenham Leadership Centre |
| SLT | Senior Leadership Team |

**A.4 References**

A.4.a In addition to the references detailed in the Terms and Conditions of the Contract the following references shall also apply as well as any subsequent revisions and amendments to the references. This list does not absolve the Suppliers from conforming to any other relevant publications.

|  |  |  |  |
| --- | --- | --- | --- |
| **Reference** | | **Version** | **Source** |
| JSP 822 | V2.1 Dec 16 | | http://defenceintranet.diif.r.mil.uk/libraries/library1/DINSJSPS/20160421.1/JSP822\_Part1.pdf |
| Government Security Classifications | | 1.0 | https://www.gov.uk/government/publications/government-security-classifications |
|  | |  |  |

**A.5 Processes and Related Taskings**

A.5.a This requirement does not relate to or feed into any other need which the Supplier needs to be aware of, or other interdependencies which will affect the Requirement.

**A.6 Site**

A.6.a Access to the development portal will be delivered online.

**A.7 Security**

A.7.a No access to MoD facilities will be required by the Supplier; no Security Check (SC) clearance necessary. If the Supplier is to attend occasional meetings at an MoD facility, they will be accompanied by an authorised member of the host organisation at all times.

A.7.b All information related to or generated by this Contract is to be treated in the appropriate manner in accordance with Government Security Classifications. The classification of the material to be handled shall not exceed OFFICIAL in nature.

A.7.c All personal data processed under this Contract is to be treated in accordance with the Data Protection Act 1998.

**A.8 Site Access**

A.8.a Not Required.

**A.9 Safety and Environmental Provisions**

A.9.a The Supplier is to comply with current and emerging Government Safety, Health and Environmental Protection Regulations.

**A.10 Hours of Operation and Times of Delivery**

A.10.a The Supplier is to provide a detailed programme of events outlining the timing and location of training interventions, webinars or for attendance at events.

**A.11 Quality Assurance**

A.11.a The Supplier is to comply with the Quality Assurance guidelines provided at JSP 822, Part 1, Chapter 1: Defence Systems Approach to Training (DSAT).

**A.12 Contract Monitoring**

A.12.a Representatives of the Supplier will, post each event, report to the DO on the performance of the Contract.

A.12.b The Supplier is responsible for the performance of the Contract by any sub-contractors or other agents working on behalf of the Supplier.

A.12.c The Supplier is to deal with any issues relating to any sub-contractors or other agents working on behalf of the Supplier, this however does not exclude sub-contractors or other agents working on behalf of the Supplier from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so.

A.12.d If any sub-contractors or other agents working on behalf of the Contractor are found unsuitable, for whatever reason, the Contractor is to engage with the relevant sub-contractors or other agents to broker a resolution

**A.13 Deliverable Requirements**

A.13.a In order for the Armed Forces to support the self-development of female leaders with a particular focus on the role they can play both in society and within Defence as their responsibilities increase, the Suppliers are to provide a portfolio of online development programmes aimed at all personnel but targeting females to help them progress in their careers.

| **Requirement** | **Additional Information** | **Quantity** | **Standard of performance** |
| --- | --- | --- | --- |
| **PROVISION TO PROCURE A LICENCE AND MEMBERSHIP TO GAIN ACCESS TO AN ONLINE DIGITAL DEVELOMENT PORTAL**  The supplier will need to provide a licence, membership and link to access a COTS (Commercial Off the Shelf) online development portal that will provide an abundance of online talent management tools, POD casts, videos, articles, webinars and other leadership resources as well as having the provision to advance all talent. The portal should have the tools that can be used by all Defence staff at all ranks and grades.  The Supplier must provide a detailed programme of all the training courses available on the developmental portal, including those specifically targeting women.  As well of the above, the portal must also include specific training packages in all areas of leadership, including and not limited to: self-awareness, including the impacts of behaviours to help identify and control other people’s perception of the individual; effective stakeholder management, how to make difficult decisions including managing and taking risks, managing stress, well-being in yourself and others; how to unlock barriers and challenges faced by women; coaching and mentoring skills, diversity and inclusion and how to get the best of yourself and your teams.  Online syndicate discussions on individuals’ leadership challenges. Provide a safe and confidential learning environment.  The online development tool must have the provision for learning tools that can support the advancement and development of female talent. This includes how to overcome some of the professional challenges that females face, including managing a work-life balance.  The product must provide content to address the blockers and challenges faced by females. This content must be evidence based through proven research.  Provider must provide strong evidence of how the development portal can provide females with the right skillsets and confidence to excel using the latest best practice, concepts and supporting theories.  The COTS product must incorporate the learning from past research of the blockers and challenges faced by females and have learning tools to help overcome this.  The COTs product must provide development programmes to equip females with the right skillsets and confidence to excel using the latest best practice, concepts and supporting theories.  The portal will include interactive training sessions delivered by experts in female business leadership programmes.  The portal will need to include opportunities to attend events or webinars that hosts inspirational female speakers, networking opportunities that enables women to build strong connections with role models both in Defence and all sectors and organisations, including internationally.  The online portal must provide a varied content and online events to connect, support and help drive the advancement of women throughout their careers. Content should combine virtual keynote sessions, mentoring, coaching and digital learning content to stretch personal development, challenge mindsets and develop maximum impact.  The supplier will need to provide access to a range of networking opportunities, with provision to access networks across cross-sector organisations within the UK and internationally and including hosted national and international events in the UK that celebrate outstanding achievements by females.  The Supplier will need to promote Defence’s presence through networking.  To support MOD with promoting the Online Portal across the different parts of Defence.  Supplier will need to provide opportunities for accredited continuing professional development.  The Supplier will need to be prepared to provide an MOD branded landing page in conjunction with their own sites and pages as an opportunity to create MOD specific content. In addition, the platform must enable the establishment of a closed group for MOD personnel to upload MOD specific content and webinars if needed.  The COTS product must not require additional operational capability development to enable the link to be used by MOD users.  The Online Development portal must be available for immediate use from the first day of the contract start date (8th Mar 23).  MOD data must be stored and protected in accordance to the DPA this includes names, the name of Service and members e-mail addresses.  The supplier must provide details of the eligibility of MOD users at the point of registration and how they will maintain a current and accurate eligible list of members.  Supplier to share current list of registered MOD users and their e-mail addresses with MOD on a quarterly basis.  MOD will need monthly updates via quarterly Board meetings, and data providing details of usage data, membership numbers, members and KPIs/dashboards that will help senior management make informed decisions on its usage and benefit must be made available.  As part of the online development portal arrangements, the supplier will need to work alongside MOD to provide relevant materials, drawn from the portal, to support internal learning and development and comms activities.  Supplier is required to support internal MOD training activities as required, including hosting up to 10 events per year on how to navigate around the online development portal.  The contract award will be for 3 years. |  |  | To the satisfaction of the Authority. Attendees will be required to provide written feedback on each intervention and comment on the appropriateness of content. |

**Schedule Two – Pricing Schedule**

Prices must be in £GBP ex VAT. Prices must be Firm Price.

| **Item No.** | **Item Details** | **Total**  **Qty** | **Price (£) Ex VAT** | |
| --- | --- | --- | --- | --- |
|  |  |  | **Per Item** |
|  | **Specification**  License and Membership of Portal for YEAR 1 | 1 |  |
| **Delivery Date**  8th March 2023 |
|  | **Specification**  License and Membership of Portal for YEAR 2 | 1 |  |
| **Delivery Date**  8th March 2024 |
|  | **Specification**  License and Membership of Portal for YEAR 3 | 1 |  |
| **Delivery Date**  8th March 2025 |

TOTAL VALUE = £

**Schedule Three - Standardised Contracting Terms**

**SC1A**

(Edn 10/22)

**1 Definitions - In the Contract:**

**Article** means, in relation to Clause 9 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

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

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

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

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

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

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

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

**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.

**Mixture** means a mixture or solution composed of two or more substances;

**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;

**PPT**means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;

**PPT Legislation** means the legislative provisions set out in Part 2 and Schedule 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

**Plastic Packaging Component(s)** shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

**Sensitive Information** means the information listed as such in the purchase order, 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;

**Substance** means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the 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 purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

(1) the terms and conditions;

(2) the purchase order; and

(3) the documents expressly referred to in the purchase order.

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

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

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

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 16 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

**3 Application of Conditions**

a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

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

**4 Disclosure of Information**

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

**5 Transparency**

a. Notwithstanding any other condition of this Contract, and in particular Clause 4, 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.

d. 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 Sensitive Information;

(2) taking into account the Sensitive Information set out in the purchase order, 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 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 purchase order;

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

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.

b. Notices shall be deemed to have been received:

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

**Notification of Intellectual Property Rights (IPR)** Restrictions

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):

(1) DEFCON 15 - including notification of any self-standing background Intellectual Property;

(2) DEFCON 90 - including copyright material supplied under clause 5;

(3) DEFCON 91 - limitations of Deliverable Software under clause 3b;

e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.

Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

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

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

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.

c. The Contractor shall ensure that the Contractor Deliverables:

(1) correspond with the specification;

(2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor’s skill and judgement; and

(3) comply with any applicable Quality Assurance Requirements specified in the purchase order.

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

**9 Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables**

a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

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

(1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain Hazardous Substances, Mixtures or Articles; and

(2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);

(3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and

(4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance.

c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:

(1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in the purchase order; and

(2 if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.

d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:

(1) activity; and

(2) the substance and form (including any isotope).

f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.

g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 18.

h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

**10 Delivery / Collection**

a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

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

**11 Marking of Contractor Deliverables**

a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order. or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.

b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

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

d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

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

b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:(1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;

(2) the International Maritime Dangerous Goods (IMDG) Code;

(3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

(4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

c. 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.

**13 Plastic Packaging Tax**

a**.** The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.

b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.

c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.

d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.

e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.

f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:

(1) confirmation of the tax status of any Plastic Packaging Component;

(2) documents to confirm that PPT has been properly accounted for;

(3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and

(4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.

g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 13.f above is accurate.

h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

**14 Progress Monitoring, Meetings and Reports**

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

**15Payment**

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 15a, 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 15b 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 15c 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.

**16 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 16.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.

**17 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 17.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 17.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.

**18 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 their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 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.

**19 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.

**20 Limitation of Contractor’s Liability**

a. Subject to Clause 20.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.

**Schedule Four**

**21 The project specific DEFCONs and SC variants that apply to this Contract**

**DEFCON 503 (SC1)**

DEFCON 503 (SC1) (Edn. 06/22) - Formal Amendments To Contract

**DEFCON 531 (SC1)**

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

**DEFCON 532B** (Edn 05/22) - Protection of Personal Data where Personal Data is not being processed on behalf of the Authority

**DEFCON 534**

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

**DEFCON 537**

DEFCON 537 (Edn. 12/21) - Rights of Third Parties

**DEFCON 538**

DEFCON 538 (Edn. 06/02) - Severability

**DEFCON 566**

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

**Schedule Five**

**General Conditions**

**Third Party IPR Authorisation**

AUTHORISATIONBY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

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

**Schedule Six**

**PURCHASE ORDER**

**SC1A PO**

**(Edn10/22)**

**Contract No:**   705751450

**Contract Name:** ONLINE DEVELOPMENT PORTAL TO SUPPORT THE FEMALE TALENT PROGRAMME

**Dated:**

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to the applicable procurement threshold).

|  |  |
| --- | --- |
| **Contractor** | **Quality Assurance Requirement (Clause 8)** |
| Name:    Registered Address: |  |

|  |  |
| --- | --- |
| **Consignor (if different from Contractor’s registered address)** | **Transport Instructions (Clause 10)** |
| **Name:**    Address: | Not applicable |

|  |  |
| --- | --- |
| **Progress Meetings (Clause 14)** | **Progress Reports (Clause 14)** |
| The Contractor shall be required to attend the following meetings:  AS PER SOR STATEMENT OF REQUIREMENT | The Contractor is required to submit the following Reports:  AS PER SOR STATEMENT OF REQUIREMENT |

|  |  |
| --- | --- |
| **Payment (Clause 15)** | |
| **Payment is to be enabled by CP&F.** | |
| **Forms and Documentation** | **Supply of Hazardous Deliverables (Clause 9)** |
| Forms can be obtained from the following websites:  <https://www.kid.mod.uk/maincontent/business/commercial/index.htm>  (Registration is required).  <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>  <https://www.dstan.mod.uk/>  (Registration is required).  The MOD Forms and Documentation referred to in the Conditions are available free of charge from:  Ministry of Defence, Forms and Pubs Commodity Management  PO Box 2, Building C16, C Site  Lower Arncott  Bicester, OX25 1LP  (Tel. 01869 256197 Fax: 01869 256824)  Applications via email:  [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)  If you require this document in a different format (i.e. in a larger font) please contact the Authority’s Representative (Commercial Officer), detailed below. | Not applicable. |

|  |
| --- |
| **Contractor’s Sensitive Information (Clause 5). Not to be published.**  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. |
| Description of Contractor’s Sensitive Information: |
| Cross reference to location of Sensitive Information: |
| 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:  E-mail Address: |
|  |

|  |  |
| --- | --- |
| **Offer and Acceptance** | |
| A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for       days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).  Name (Block Capitals):  Position:  For and on behalf of the Contractor  Authorised Signatory ………………………………..  Date: | B) Acceptance  Name (Block Capitals):  Position:  For and on behalf of the Authority  Authorised Signatory ………………………………..  Date: |
| **C) Effective Date of Contract:** | |

**SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF   
ONLINE DEVELOPMENT PORTAL TO SUPPORT THE FEMALE TALENT PROGRAMME**

| **Item No.** | **Item Details** | **Total**  **Qty** | **Price (£) Ex VAT** | |
| --- | --- | --- | --- | --- |
|  |  |  | **Per Item** |
|  | **Specification**  License and Membership of Portal for YEAR 1 | 1 |  |
| **Delivery Date**  8th March 2023 |
|  | **Specification**  License and Membership of Portal for YEAR 2 | 1 |  |
| **Delivery Date**  8th March 2024 |
|  | **Specification**  License and Membership of Portal for YEAR 3 | 1 |  |
| **Delivery Date**  8th March 2025 |

TOTAL VALUE = £

**Schedule Seven**

**DEFFORM 111**

**DEFFORM 111**

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

Name: Flavia Fanchin Moedinger

Address: MOD Main Building, London, SW1A 2HB

Email: Email: flaviafanchin.moedinger100@mod.gov.uk

(( Tel: 03001 58 5676

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

Name: Beena Panicker

Address: MOD Main Building, London, SW1A 2HB

Email:  Beena.panicker599@mod.gov.uk

(( 07866 183045

**3. Packaging Design Authority** Organisation & point of contact:

Not applicable

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

**Branch/Name:**

((

**(b) U.I.N.**

**5. Drawings/Specifications are available from**

**6.** **Intentionally Blank**

**7.** **Quality Assurance Representative:**

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

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

**9. Consignment Instructions** The items are to be consigned as follows:

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

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

Air Freight Centre

IMPORTS (( 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS (( 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

**B.JSCS**

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

JSCS Fax No. 01869 256837

[www.freightcollection.com](http://www.freightcollection.com/)

**11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

(( 0151-242-2000 Fax: 0151-242-2809

**Website is:** [https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing](#https://www.gov.uk/government/organisations/ministry_of_defence/about/procurement)

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

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](file:///C:\u07\appmprod\log\Leidos-FormsPublications@teamleidos.mod.uk)

**\* NOTE**

**1.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

https://www.kid.mod.uk/maincontent/business/commercial/index.htm

2. 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.