



Ministry  
of Defence

[REDACTED]  
Army Commercial BFG Proc 4  
Bldg 5, Catterick Barracks  
BFPO 39

Tel: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

Address Line 1  
Address Line 2  
Address Line 3  
Address Line 4

Your Reference:

Our Reference: 700001600

Date:

FAO

Dear Sir/Madam,

Invitation To Tender: Purchase Order Reference Number: 700001600- The Provision of Equine Dentistry Services to Military Working Horses

1. You are invited to tender for The Provision of Equine Dentistry Services to Military Working Horses in competition in accordance with the attached documentation.
2. The anticipated date for the contract award decision is 03-MAY-2019, please note that this is an indicative date and may change.
3. You must submit your Tender no later than 15-APR-2019 10:00. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.
4. Please confirm receipt of this tender by email to the above-named Commercial Officer.

Yours faithfully

### Invited Suppliers

Supplier Name	Supplier Address	Contact Name	Contact Email
---------------	------------------	--------------	---------------

NOT APPLICABLE – Open Procedure.

# DEFFORM 47

## Contents

This invitation consists of the following documentation:

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

- o Section A - Introduction
  - Funding
  - DEFFORM 47 Definitions
  - Purpose
  - ITT Documentation and ITT Material
  - Tender Expenses
  - Material Change of Control from Supplier Selection
  - Contract Conditions
  - Consultation with Credit Reference Agencies
  - Other Information
- o Section B - Key Tendering Activities
- o Section C - Instructions on Preparing Tenders
  - Tenders for Selected Contractor Deliverables
  - Construction of Tenders
  - Validity
  - Variant Bids
- o Section D - Tender Evaluation
- o Section E - Instructions on Submitting Tenders
  - Submission of your Tender
  - Samples
- o Section F - Conditions of Tendering
  - Conforming to the Law
  - Bid Rigging and Other Illegal Practices
  - Conflicts of Interest
  - Government Furnished Assets
  - Standstill Period
  - Publicity Announcement
  - Sensitive Information
  - Reportable Requirements
  - Specific Conditions of Tendering
- o DEFFORM 47 Annex A – Tender Submission Document (Offer)
  - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
- Schedule of Requirements: Schedule 2
- Statement of Requirement: Schedule 3

- Contract Conditions – SC1A – Schedule 1
- DEFFORM 111 - Appendix to Contract - Addresses and Other Information
- Tenderer's Commercially Sensitive Information Form (DEFFORM 539A) – Schedule 4
- DEFFORM 28 - Tender Return Label

## **SECTION A - INTRODUCTION**

### **Funding**

A1. Funding has been approved on 06-SEP 2018.

### **DEFFORM 47 Definitions**

A2. "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.

A3. "Tenderer" means the economic operator or group of operators in the form of a consortium, including sub-contractors, who have been invited to submit a response to this Invitation to Tender. Where "you" is used this means an action on you the Tenderer.

A4. "Invitation to Tender" (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.

A5. A "Tender" is the offer that you are making to the Authority.

A6. "Contractor Deliverables" means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements, if specified) and any associated technical data which the contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.

A7. "Schedule of Requirements" (Schedule 2) means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A8. The "Statement of Requirement" (Schedule 3) details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached to this DEFFORM 47. This may include the System Requirements Document (SRD).

A9. "Conditions of Tendering" means the conditions set out in the DEFFORM 47 that govern the competition.

A10. "Contract Conditions" means the attached conditions that will govern any resultant contract.

A11. A "Third Party" is any person who is not an employee of the Authority or Tenderer, as defined at A3.

### **Purpose**

A12. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority's requirement. This documentation explains and sets out the:

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

A13. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A14. This ITT has either been issued to all potential Tenderers that expressed an interest or has been issued to all potential Tenderers chosen during the Tender selection stage listed on page 2 of this DEFFORM 47.

A15. This Requirement was Advertised (Publication: DCO) and is in accordance with Public Contracts Regulations 2015.

### **ITT Documentation and ITT Material**

A16. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A16.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. immediately return 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; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A17. Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A16 above.

### **Tender Expenses**

A18. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

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

A19. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

## **Contract Conditions**

A20. The Contract conditions (Standardised Contracting Terms – SC1A, Schedule 1, are attached to this document.

## **Consultation with Credit Reference Agencies**

A21. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

## **Other Information**

### **A22. Cyber Risk**

The Cyber Risk Assessment reference is RAR-X3N82ZGW and the Cyber Risk was assessed as Not Applicable. On the Suitability Assessment Questionnaire on Defence Contracts Online, please ignore the Cyber questions, these will not be marked.

### **A23. Tender Returns**

Please note that when submitting your Tender, if it arrives before the date and time specified in the RFQ cover letter, it must arrive between the hours of 09.00-16.00 CET to avoid the possibility of rejection.

## SECTION B – KEY TENDERING ACTIVITES

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

Stage	Date and Time	Initiated By	Submit to:
Invitation to Bidders Conference	N/A	The Authority	All Tenderers
Date for Confirmation of attendance at Bidders Conference	N/A	Tenderers	Army Commercial BFG Proc 4
Final date for Clarification Questions / Requests for additional information	05-APR-2019	Tenderers	Army Commercial BFG Proc 4
Final Date for Requests for Extension to return date	05-APR-2019	Tenderers	Army Commercial BFG Proc 4
The Authority issues Final Clarification Answers	10-APR-2019	The Authority	All Tenderers (3)
Tender Return	15-APR-2019 10:00	Tenderers	The Tender Board, using DEFFORM 28 attached to this document.
Tender Evaluation	15-APR-2019-26-APR-2019	The Authority	N/A
Negotiations	N/A	The Authority	N/A
Reverse Auction	N/A	The Authority	N/A
Trials / Testing	N/A	The Authority	N/A

### Notes

1. A Bidders Conference is where the Authority presents the requirement to all Tenderers at the same time. A copy of the presentation will be issued to all Tenderers regardless of attendance. It gives you an opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those attending the Bidders Conference to the above-named contact, by the date shown, so that access to the site can be arranged.
2. The Tenderer must make requests for an extension in writing (email is sufficient) to the above-named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.
3. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed, you must inform the Authority of this and the reason why when submitting the question. The



Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.

Negotiations are not permitted under the Open or Restricted Procedures.

## **SECTION C – INSTRUCTIONS ON PREPARING TENDERS**

### **Tenders for Selected Contractor Deliverables**

C1. The Authority reserves the right to reject all or part of your Tender where you have not tendered for all of the Contractor Deliverables.

### **Construction of Tenders**

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in GBP. Prices must be Firm Price. Further details of price breakdown – please submit a breakdown of your price showing how it has been arrived at in terms of labour costs, materials, sub-contract costs, overheads and profit.

C3. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

### **Validity**

C4. In accordance with F3 your Tender must be valid / open for acceptance for 90 calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

### **Variant Bids**

C5. Variant Bids. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITT Documentation. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

C6. The Authority can only evaluate Variant Bids during this competition where it was stated at the expression of interest stage that Variant Bids would be accepted. In these circumstances the Authority will give full and careful consideration to any permitted variant bids received. Any variant bid should, as far as possible, meet the attached Conditions of Tendering and Contract Conditions. Where you submit a variant bid, you are required to submit two Tenders, one against the Statement of Requirement and one variant bid. The standard Tender must meet the 'minimum' tender evaluation criteria as set out in Section D (Tender Evaluation) and must be submitted in accordance with the Conditions of Tendering. Variant bids will be evaluated in accordance with the tender evaluation criteria as set out in Section D (Tender Evaluation) and must be submitted in accordance with the Conditions of Tendering.

## SECTION D – TENDER EVALUATION

D1. This section details how your TENDER will be evaluated, including the evaluation criteria to be used.

### The Tender Evaluation will be on the basis of:

Most Economically Advantageous TENDER (MEAT) ratio: **60%** Technical, **40%** Price

To give a total score the following calculation shall be used:

This TENDER will be evaluated using the MEAT method. This is a comparative score and the scoring method is worked out using the ratio above. The optimum is the highest technical score and lowest price, this together would get the highest total score. If you had the highest technical score but your price was double that of the lowest compliant TENDER, this would receive a lower total score. The score will be calculated to two decimal places. In the event of two or more Tenders being awarded the same total, the TENDER with the lowest price will be selected.

The Winning TENDER shall be the one that is Commercially compliant in accordance with paragraph D4 below, and that attains the highest combined Technical and Price points score.

### Evaluation Process

D2. The Tender evaluation process is split into a number of phases and shall be conducted separately for Commercial, Technical and Price aspects.

### Evaluation Overview

D3. An overview of the evaluation phases for this requirement is as follows:

Phase	Name	Evaluation	Evaluation Criteria
1	SAQ Evaluation	Evaluation of the Supplier Assessment Questionnaire (SAQ) responses. Should the tenderer fail to pass the SAQ evaluation then the tenderer's TENDER will not be considered further.	Pass/Fail
2	Commercial Evaluation	<p>The Commercial evaluation will check whether the tenderer has submitted all of the required information as described at paragraph D4 below.</p> <p>These will be judged as a 'tender compliance' issue (i.e. Pass/Fail).</p> <p>Any suggested adjustments to the MOD Terms and Conditions by the tenderer will be subject to a 'risk assessment', to assess their acceptability, and may therefore be rejected if the associated risk is evaluated as being too high for the Authority to accept.</p> <p>Should the tenderer's TENDER be marked as a</p>	Pass/Fail

		'Fail' against any of the requirements described in paragraph D4, the tenderer's TENDER may be deemed 'non-compliant' and therefore excluded from the remainder of the evaluation process.	
3	Technical Evaluation	The qualitative evaluation by the Authority's Subject Matter Experts, which will be undertaken independently without sight of pricing information. It will be conducted by scoring the tenderer's responses to the Technical RORs at paragraph D11, in accordance with the scoring table outlined at D9.	A mark that comprises 60% of overall score.
4	Price Evaluation	Assessment conducted by the Authority to ensure a fair and reasonable overall price has been submitted by the tenderer.	A mark that comprises 40% of overall score

### Commercial Evaluation Responses Required

D4 Tenderers should submit the following in order to comply with the Commercial requirements of this Tender:

	Subject – Commercial	Evaluation Criteria
1	A fully completed SAQ on Defence Contracts Online, re D3, Phase 1. <i>(Note: the Cyber section will not be counted as this is not applicable.)</i>	Pass or Fail
2	A signed completed DEFFORM 47 Offer - Tender Certificate	Pass or Fail
3	A statement within the TENDER submission that the Terms and Conditions of Contract are accepted by the Tenderer	Pass or Fail
4	Confirmation that the Tender is open for at least 90 calendar days.	Pass or Fail
5	A completed Tenderer's Commercially Sensitive Information Form (Schedule 4).	Pass or Fail
6	A Firm Price for all items of the Schedule of Requirements (Schedule 2 to the draft Contract) for each year of the Contract, excluding the option years which will be negotiated at a later date.	Pass or Fail
7	A breakdown of the price showing how it is has been arrived at in terms of labour costs, materials, sub-contract costs, overheads and profit.	Pass or Fail
8	A statement confirming that your Tender response is based on the latest published version of the TENDER and that any additional information published by the Authority during the clarification phase has been considered in your Tender response.	Pass or Fail

D5. Evaluation will be carried out in accordance with the Evaluation Criteria specified in the table above. Failure to meet these Evaluation Criteria may result in your tender being declared commercially non-compliant and therefore excluded from the remainder of the evaluation process.

D6. Those tenders assessed as commercially compliant in accordance with the guidance provided in this section D will be scored in terms of their Technical proposal. The Technical Evaluation is the qualitative evaluation carried out by the Authority's Subject Matter Experts; undertaken independently without sight of pricing information. It will be conducted by scoring the tenderer's responses to the Technical RORs at paragraph D11.

		<p>reservations or weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.</p> <p>Medium, acceptable risk solution to the contracting authority.</p>
Partially acceptable response (one or more areas of major weakness)	4	<p>Weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the tenderer will be able to provide the services and/or some reservations as to the tenderer's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.</p> <p>May represent a high-risk solution for the contracting authority.</p>
Unsatisfactory response (potential for some compliance but very major areas of weakness)	2	<p>Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements: little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate that the tenderer will be able to provide the services and/or considerable reservations as to the tenderer's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.</p> <p>Would represent a very high-risk solution for the contracting authority.</p>
No response (complete non-compliance)	0	<p>No response at all or insufficient information provided in the response such that the solution is totally un-assessable and/or incomprehensible.</p>

D7. The Technical Evaluation will assess the technical effectiveness of each Tender. The evaluators will allocate a score against each of the Requirements of Response (ROR) based upon the evaluator's individual assessment. Following the individual assessments, the Technical Evaluation Team will be convened for a single set of overall consensus scores to be agreed and allocated to each ROR response.

D8. The Technical Evaluation carries a score of '60', in accordance with the MEAT ratio of 60% Technical, 40% Price. The Technical Evaluation score shall be calculated as a proportion of the total marks achieved by the Tenderer against the maximum number of marks available. For example, if a tenderer is awarded a total of 800 marks out of the maximum 1,000 achievable, then they will be allocated a Technical Evaluation score of 48 points  $((800/100) \times 60)$ .

D9. The scoring guide characteristics applicable to all RORs are as follows:

Outstanding response (fully compliant, with some areas exceeding requirements)	10	Submission sets out a robust solution (as for an 8 score) and, in addition, provides or proposes additional value and/or elements of the solution which exceed the requirements in substance and outcomes in a manner acceptable to the contracting authority; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources not only to deliver the requirements, but also exceed it as described. Low/no risk solution for the contracting authority.
Fully satisfactory /very good response (fully compliant with requirements).	8	Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Low/no risk solution for the contracting authority.
Satisfactory and acceptable response (compliant with no major concerns)	6	Submission sets out a solution that largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some relevant evidence) provided to support the solution; minor

D10. Scoring against each of the RORs shall be carried out in accordance with the following:

ROR Ser No.	Subject	Weighting	Score	Maximum Marks Achievable
		As below	10/8/6/4/2/0	As below
ROR 1	Service Delivery – Communication	20		200
ROR 2	Capacity and Capability – Examination of the MWH	30		300
ROR 3	Quality Measures	30		300
ROR 4	Management	20		200
<b>MAXIMUM MARKS AVAILABLE</b>				<b>1,000</b>

D.11 Details of the Technical RORs are as follows, tenderers must complete a full response against each of the requirements:

ROR Ser No	Description	Weighting
1	<p><b><u>ROR 1 – Service Delivery – Communication</u></b></p> <p><b>Aim:</b></p> <p>To select a Contractor with effective communication pathways to allow the Authority to fully engage with the Contractor in order to fulfil its duty to provide professional dentistry services throughout its Military Working Horse (MWH) population.</p> <p>To select a Contractor who can meet the requirements of the Statement of Requirement (SOR), Schedule 3.</p> <p><b>Background:</b></p> <p>The Authority requires to contact the future contractor easily, through all means.</p> <p><b>Confidence Characteristics:</b></p> <ul style="list-style-type: none"> <li>• A readily accessible service that is available to the Authority during normal working hours.</li> <li>• A Proposal that meets the Authority's needs.</li> </ul> <p><b>Evidence Required:</b></p> <ul style="list-style-type: none"> <li>• Demonstrate how the Authority will be able to communicate with your company to make arrangements for the examinations as indicated in the SOR.</li> <li>• Provide a detailed proposal of the model you will have in place to meet the service requirements of the SOR.</li> </ul>	20

2	<p><b><u>ROR 2 – Capacity and Capability -Examination of the MWH.</u></b></p> <p><b>Aim:</b></p> <p>To select a fully qualified and experienced contractor with sound capability and sufficient capacity to carry out the examinations on the numbers of MWH specified in the SOR, schedule 3, at the frequencies and in the locations specified.</p> <p><b>Background:</b></p> <p>The Authority requires a Contractor with sound capability and sufficient capacity to meet the examination frequency for all its MWH.</p> <p><b>Confidence Characteristics:</b></p> <ul style="list-style-type: none"> <li>• A fully qualified and experienced Contractor who has sufficient capacity to be able to carry out the necessary volume of examinations in accordance with the SOR, Schedule 3, at the frequencies stated.</li> </ul> <p><b>Evidence Required:</b></p> <ul style="list-style-type: none"> <li>• Demonstrate how you would achieve the volume of examinations at the necessary frequencies each year whilst maintaining a high standard of work.</li> <li>• Provide a detailed plan showing how you would achieve this.</li> </ul>	30
3	<p><b><u>ROR 3 – Quality Measures</u></b></p> <p><b>Aim:</b></p> <p>To select a Contractor who will provide high quality Equine Dental Technicians (EDTs) to ensure high standards of oral health among the MWH population.</p> <p><b>Background:</b></p> <p>The Contractor must be able to ensure high quality work to enable the Authority to ensure the welfare of the MWH.</p> <p><b>Evidence Required:</b></p> <ul style="list-style-type: none"> <li>• Provide details of your Quality Assurance Framework (QAF), including (not limited to) the general structure, purpose, management and operation of your QAF;</li> <li>• Describe how you would work in partnership with the Authority to ensure that the quality of the service is maintained.</li> </ul>	30



4	<p><b><u>ROR 4 – Management</u></b></p> <p><b>Aim:</b></p> <p>To select a Contractor who has robust and effective management practices in place.</p> <p><b>Background:</b></p> <p>The Contractor must have an effective management structure in place to ensure flexibility and responsiveness.</p> <p><b>Confidence characteristics:</b></p> <ul style="list-style-type: none"> <li>• Capacity and flexibility to respond.</li> <li>• Willingness to engage with and work with the Authority.</li> </ul> <p><b>Evidence Required:</b></p> <ul style="list-style-type: none"> <li>• Describe the processes you will put in place to ensure effective management of the requirement, including outlining your ability to maintain a flexible approach. If subcontracting any element of the requirement, describe how you intend to manage the sub-contract in terms of outputs and relationships.</li> <li>• Describe how you will manage the requirement with the Authority.</li> </ul>	20
---	--	----

### **Evaluation of Price**

D12. Following the Commercial and Technical Evaluations, those Tenders assessed as compliant in accordance with the guidance provided in this section D will be scored in terms of their Price proposal. For the purposes of Price evaluation, the Firm Prices provided for Item 1 of Schedule 2 (Schedule of Requirements) for Contract Years 1, 2 and 3 will be added together and multiplied by 400 to give a total price for routine examinations. Advanced treatments will not form part of the evaluation.

D13. The Price Evaluation carries a score of '40', in accordance with the MEAT ratio of 60% Technical, 40% Price. The maximum score of 40 will be allocated to the commercially and technically compliant bidder who submits the lowest Tender price. The score for all other commercially and technically compliant responses will be calculated based on the percentage difference that results from dividing their Tender Price by the lowest commercially and technically compliant Tender Price and multiplying that result by 40.

### **Non-Competition Value for Money Analysis**

D14. In the event that only one Tender is received, the Authority reserves the right to consult the MOD Cost Assurance and Analysis Team in order to conduct an independent Value for Money Assessment.

## **SECTION E – INSTRUCTIONS ON SUBMITTING TENDERS**

### **Submission of your Tender**

E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserves the right to reject any Tender received after the stated date and time. You must provide 1 unpriced and 1 priced copies of your Tender. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.

E2. You must include the electronic copies of the priced and unpriced Tender with the associated paper copies only. You must label CDs containing electronic copies of the Tender with "Includes Prices" or "Unpriced". The electronic copies of the Tenders must be compatible with Microsoft Office Word 2010 and other MS Office 2010 applications. If you, password protect or encrypt any information on CDs containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.

E3. You must complete and include DEFFORM 47 Annex A (Offer) with your Tender. Where you select 'Yes' to any questions you must attach the relevant information.

E4. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your priced Tender.

E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.

E6. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.

E7. If you intend to hand deliver your Tender, you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.

E8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

### **Samples**

E9. Where samples are required for evaluation purposes you must be prepared to submit them without charge. You should clearly label samples with the following particulars:

- a. your name and address;
- b. the Tender Reference Number and due date for return of the Tender; and
- c. the Description and Item Number as shown in the Schedule of Requirements.

E10. You should send any samples to the named Commercial Officer after the Tender return date.

E11. The Authority may retain all samples for twelve (12) months from the Tender return date. After this period, the Authority will destroy the samples unless you specifically state you require their return. The Authority may keep samples associated with a successful Tender indefinitely.

E12. Samples that are consumed will not be returned.

F1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to any offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. The Authority reserves the right to:

- a. seek clarification or additional documents in respect of a Tenderer's submission;
- b. visit your site;
- c. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- d. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;
- e. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
- f. withdraw this ITT at any time, or re-invite Tenders on the same or any alternative basis;
- g. re-issue this ITT on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and / or the Single Source Contract Regulations 2014;
- h. choose not to award any contract as a result of the current procurement process;
- i. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and / or;
- j. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C4 and subject to paragraph F3.

F3. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C4. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings are instigated, challenging the award of the contract, prior to entry into contract, it is a condition of this ITT that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

### **Conforming to the Law**

F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

### **Bid Rigging and Other Illegal Practices**

F6. You must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

### **Conflicts of Interest**

F7. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision. There may be instances where it is essential that you do not have a Conflict of Interest (COI).

F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:

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

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

### **Government Furnished Assets**

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

### **Standstill Period**

F10. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORM 158 is sent. Where this is not a working day, it extends to midnight at the end of the next working day.

### **Publicity Announcements**

F11. The Authority will publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition between suppliers. You should complete and return DEFFORM 539A (Schedule 4) as explained in the DEFFORM 47 Annex A and associated Appendix 1.

F12. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

F13. Under no circumstances should you confirm to any Third Party the Authority's acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

### **Sensitive Information**

F14. 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, related aspects of good procurement practice and answering Freedom Of Information requests.

F15. 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. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (Schedule 4) and consent to these terms as part of the competition process. This allows the MOD to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F16. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT/ITN) to any third party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

### **Reportable Requirements**

F17. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you attach the relevant information.

F18. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority's evaluation of your tender, as detailed in Section D.

F19. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your bank and the relevant bank account number on contract award.

### **Specific Conditions of Tendering**

F20. N/A

## Ministry of Defence

Tender Ref No. 700001600.....

**TENDER SUBMISSION DOCUMENT (OFFER)**

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

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

<b>Applicable Law</b>				
I agree that any contract resulting from this competition shall be subject to English Law				Yes / No*
*Where 'No' is selected, Scots Law will apply.				
<b>Total Value of Tender (excluding VAT)</b>				
£ ..... .....				
WORDS ..... .....				
<b>UK Value Added Tax</b>				
If registered for Value Added Tax purposes, please insert:				
a. Registration No .....				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
<b>Location of work (town / city) where contract will be performed by Prime:</b>				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No

<b>Mandatory Declarations</b> (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):	<b>Tenderer's Declaration</b>
Is the offer subject to the Authority contracting for all the Contractor Deliverables?	Yes* / No
Is the offer made subject to a Minimum Order Quantity?	Yes* / No
Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?	Yes* / No
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528	Yes* / No
Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?	Yes* / No
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?	Yes / No
Have you completed Form 1686 for sub-contracts?	Yes / No
Have you completed the compliance matrix/ matrices?	Not Required
Are you a Small Medium Sized Enterprise (SME)?	Yes / No
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by <u>EC 744/2010</u> ) of the European Parliament and of the Council.	Yes* / No
Have you attached The Bank / Parent Company Guarantee?	Not Required
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Not Required
Have you completed the additional Mandatory Requirements?	Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
<b>Tenderer's Declaration of Compliance with Competition Law</b>	
We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and	

whether or not legally binding. In particular:

- a. the offered price has not been divulged to any Third Party,
- b. no arrangement has been made with any Third Party that they should refrain from tendering,
- c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,
- d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and
- e. no arrangement has been made with any Third Party otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.

We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.

Dated this..... day of ..... Year .....

**Signature:**

**In the capacity of**

.....  
.....

(Must be original)

(State official position e.g.

Director, Manager, Secretary etc.)

**Name: (in BLOCK CAPITALS)**

**Postal Address:**

**duly authorised to sign this Tender for and on behalf of:**

**Telephone No:**

**Registered Company Number:**

(Tenderer's Name)

**Dunn And Bradstreet number:**



## **Information on Mandatory Declarations**

### **Part Tender**

1. Under Condition of Tendering F1, the Authority reserves the right to order some or part of your Tender. If your offer is subject to the Authority contracting for all the Contractor Deliverables, select 'Yes' and provide further details in your Tender.

### **Minimum Order Quantities**

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

### **IPR Restrictions**

3. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding) .
4. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclose the Contractor Deliverable, including export restrictions. In particular, you must identify:
  - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
  - b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
  - c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
  - d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.
5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
6. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

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

7. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will

provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

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

a. Whether all or part of any Contractor Deliverables are or will be subject to:

(1) a non-UK export licence, authorisation or exemption; or

(2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

10. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.

11. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 8.

12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

### **Import Duty**

13. European Union (EU) legislation permits the use of various procedures to suspend customs duties.

14. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.

15. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty's Revenue & Customs (HMRC) authorisations.

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

16. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. The process will require submission of the

single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the Security Policy Framework - Contractual Process.

### **Small and Medium Enterprises**

17. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that every £1 in every £3 that the Government spends should be with small businesses by 2020. 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.

18. 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.

19. 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.

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

BiP Solutions Ltd

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

Tel No: 0845 270 7099

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

21. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 (Government Transparency and Accountability) and the information contained within DEFCON 539.

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

23. You should complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A or SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.

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

### **Electronic Purchasing**

25. Tenderers must note that use of the Contracting, Purchasing and Finance (CP&F) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender you agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant.

## **Change of Circumstances**

26. If you have not previously submitted a Statement Relating to Good Standing or circumstances have changed, please select 'Yes' and submit a Statement Relating to Good Standing with your Tender.

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

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

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

28. In July 2011 the Military Aviation Authority (MAA) launched a new set of Regulatory Publications. Key to these is the Regulatory Articles (RA), which prescribe Acceptable Means of Compliance (AMC) for each separate Regulation. Where there are MAA Requirements Tenderers who wish to propose an alternative means of compliance must obtain agreement in principle from the MAA (through the Project team) in advance of submitting their Tender. AMC are strongly recommended practices and a justification will be required if they are not followed. Tenderers must consult the MAA where there is more than one AMC. You must confirm how you intend to comply with the RA, and the date you consulted with the MAA.

## **Bank or Parent Company Guarantee**

29. A Parent Company or Bank Guarantee may be required. In the event that your tender is identified as the most favourable / compliant tender, but MOD assesses that a Parent Company or Bank Guarantee is required, then one will be requested (in the form of DEFFORM 24 / 24A as appropriate). No contract will be awarded until a suitable Parent Company or Bank Guarantee, as appropriate, is in place.

## **The Armed Forces Covenant**

30. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives as a result of their service.

31. The Covenant is based on two principles:

- a. the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
  - b. special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.
- The Authority encourages all Tenderers, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

32. The Armed Forces Covenant provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces such as employing Reservists, a company or organization can also see real benefits in their business.

33. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can

alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: [employerrelations@rfca.mod.uk](mailto:employerrelations@rfca.mod.uk)

Address: Defence Relationship Management

Ministry of Defence

Holderness House

51-61 Clifton Street

London, EC2A 4EY

34. Paragraphs 30 – 33 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender review, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

# SCHEDULE 1 - Standardised Contracting Terms

## 1 Definitions - In the Contract:

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

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

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, 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;

**Contractor Commercially Sensitive Information** means the information listed as such in the purchase order, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

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

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

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

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

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

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

## 2 General

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

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

c. If there is any inconsistency between these terms and conditions and the 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 under the Contract.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

### **3 Application of Conditions**

- a. 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. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

### **6 Notices**

- a. A Notice served under the Contract shall be:
  - (1) in writing in the English Language;
  - (2) authenticated by signature or such other method as may be agreed between the Parties;
  - (3) sent for the attention of the other Party's representative, and to the address set

- out in the 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 a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt 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

## **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 Hazardous Contractor Deliverables**

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the 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).

b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

c. As soon as possible and in any event within the period specified in the 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 are Hazardous Contractor Deliverables; and
- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
- (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

## **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 thirty (30)

days 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)**

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).

#### **13 Progress Monitoring, Meetings and Reports**

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings.

#### **14 Payment**

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

## **15 Dispute Resolution**

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

## **16 Termination for Corrupt Gifts**

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

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

## **17 Material Breach**

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

## **18 Insolvency**

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

## **19 Limitation of Contractor's Liability**

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
  - (1) for:
    - a. any liquidated damages (to the extent expressly provided for under this Contract);
    - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
    - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
    - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
  - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
  - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
  - (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
  - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
  - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
  - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

**PURCHASE ORDER****ContractNo:** 700001600**Contract Name:** The Provision of Equine Dentistry Services to Military Working Horses**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 £118,133) (Edn 02/18)

<b>Contractor</b>	<b>Quality Assurance Requirement (Clause 8)</b>
Name:	N/A
Registered Address:	

<b>Consignor (if different from Contractor's registered address)</b>	<b>Transport Instructions (Clause 10)</b>
Name:	Select method of transport of Deliverables
Address:	To be Delivered by the Contactor [Special Instructions]
	To be Collected by the Authority [Special Instructions]
	Each consignment of the Deliverables shall be accompanied by a delivery note.

<b>Progress Meetings (Clause 13)</b>	<b>Progress Reports (Clause 13)</b>
<p>The Contractor shall be required to attend the following meetings:</p> <p>Subject: Contract Review meetings</p> <p>Frequency: Biannually</p> <p>Location: One of the MWH units listed on the SOR (Schedule 3) paras 4 and 7- TBA</p>	<p>The Contractor is required to submit the following Reports:</p> <p>Subject: N/A</p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address:</p>
<b>Payment (Clause 14)</b>	
<p>Payment is to be enabled by CP&amp;F.</p>	
<b>Forms and Documentation</b>	<b>Supply of Hazardous Deliverables (Clause 9)</b>
<p>Forms can be obtained from the following websites:</p> <p><a href="https://www.aof.mod.uk/aofcontent/tactical/toolkit">https://www.aof.mod.uk/aofcontent/tactical/toolkit</a> (Registration is required).</p> <p><a href="https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing">https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</a></p> <p><a href="https://www.dstan.mod.uk/">https://www.dstan.mod.uk/</a> (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arcott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p>	<p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. <a href="mailto:DSA-DLSR-MovTpt-DGHSIS@mod.uk">DSA-DLSR-MovTpt-DGHSIS@mod.uk</a></p> <p>by the following date:</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW</p>

<p>Applications via email:  <u><a href="mailto:DESLCSLS-OpsFormsandPubs@mod.uk">DESLCSLS-OpsFormsandPubs@mod.uk</a></u></p> <p>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.</p>	
---	--

<b>Offer and Acceptance</b>	
<p>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 £118,133) (Edn 02/18).</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of the Contractor</p> <p>Authorised Signatory .....</p> <p>Date:</p>	<p>B) Acceptance</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of the Authority</p> <p>Authorised Signatory .....</p> <p>Date:</p>
<p><b>C) Effective Date of Contract:</b></p>	

## SCHEDULE 2

### SCHEDULE OF REQUIREMENTS FOR THE PROVISION OF EQUINE DENTISTRY SERVICES TO THE LONDON DISTRICT MILITARY WORKING HORSE POPULATION

Item Number	DELIVERABLES Description	YEAR 1 – 2019-2020 Price per MWH in £ ex VAT	YEAR 2 – 2020-2021 Price per MWH in £ ex VAT	YEAR 3 – 2021-2022 Price per MWH in £ ex VAT
		YEAR 1 – 2019-2020 Price per MWH in £ ex VAT per additional minute.	YEAR 2 – 2020-2021 Price per MWH in £ ex VAT per additional minute.	YEAR 3 – 2021-2022 Price per MWH in £ ex VAT per additional minute.
1	Provision of routine dental examinations at each of the locations listed in the Statement of Requirement (SOR), Schedule 3 for a total population of 400 MWH.			
2	Provision of dental plans for each MWH and review at each treatment session.			
3	Provision of advanced dental care to any of the MWH who require treatment, as identified at examination, as follows:			
3(a)	Extraction of teeth or dental fragments with negligible periodontal attachment.			
3(b)	The removal of erupted, non-displaced wolf teeth in the upper or lower jaw under direct and continuous veterinary supervision.			
3(c)	Palliative rasping of fractured and adjacent teeth.			

**Note:** Your price should be Firm for each year of the Contract and include all travel costs. The two option years (or parts thereof), will be negotiated, if required, during Contract Year 3.



## **19 Project specific DEFCONs and DEFCON SC variants that apply to this contract**

DEFCON 502 (SC1) - Edition 12/16  
Specifications Changes

DEFCON 503 (SC1) - Edition 12/16  
Formal Amendments To Contract

DEFCON 531 (SC1) - Edition 06/17  
Disclosure of Information

DEFCON 532B - Edition 05/18 – **NOT APPLICABLE**  
Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 534 - Edition 06/17  
Subcontracting and Prompt Payment

DEFCON 537 - Edition 06/02  
Rights of Third Parties

DEFCON 538 - Edition 06/02  
Severability

DEFCON 566 - Edition 12/18  
Change of Control of Contractor

### **Special Indemnity Conditions**

DEFCON 076 (SC1) - Edition 12/16  
Contractor's Personnel at Government Establishments

### **Quality Assurance Conditions**

No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming Products under this Contract.

## 20 Special conditions that apply to this Contract

### 20.1 Option Years

If the Authority wishes to take up the two option years (or parts thereof), the Contractor will be advised no later than 3 months before the end of Contract Year 3.

### 20.2 Security

All Equine Dental Technicians treating MWH will need to be Counter Terrorist Check security cleared.

### 20.3 Key Performance Indicators (KPIs)

Key Performance Indicators (KPIs) enable the Authority to accurately measure performance in key service delivery areas against clear pre-defined targets. In addition, KPIs are considered to be of benefit to the Contractor, who should be able to regularly self-assess his performance against the pre-defined targets and, where there are signs of under achievement, take early steps to improve the appropriate aspects of service delivery.

The Authority will measure the Contractor's delivery against the following Key Performance Indicators (KPIs):

Service Level Criterion	Key Indicator	Measurement Methodology	Service Level Performance Measure
PI.1 Level of service provided to the Authority	Quality of Service	Number of examinations audited by a third party within each 6-month period which meet good industry practice/total number of examinations audited in the same period.	100%
PI.2 Accurate and timely billing of Contractor.	Accuracy & Timeliness	Number of invoices submitted within 10 days post examinations within each 6-month period/Total number of invoices submitted in the same period.	90%

## **Schedule 3 - Statement of Requirements**

**Title: Equine Dentistry Services for Military Working Horses**

**Customer Sponsor: Headquarters London District**

**Users: Household Cavalry Mounted Regiment and The King's Troop Royal Horse Artillery**

**Requirement: The provision of Equine Dentistry Services for Military Working Horses (MWH)**

### **Background**

1. Horses' teeth continually erupt throughout their life. Due to modern methods of keeping horses, i.e. stabled and on soft diets which are high in concentrates, their teeth are not worn away like their wild ancestors. As a result of continued eruption and domestication, they need dental intervention and regular dental care in order to prevent oral pathology impacting on the welfare of the horse. This pathology can develop at any time during the horse's life but is more commonly seen in young adolescents and the mature horse – typical of the Military Working Horse.

### **Key Aspect of the Requirement**

2. If left untreated the horse will experience discomfort and pain which will prevent a horse carrying out ceremonial duties and there is a high chance that this will also attract unwanted media attention on welfare grounds. Horses with dental issues and, therefore, oral pain can become increasingly difficult to ride safely. They become very reactive when a rider is on top increasing the chance of an accident and injury to the rider.

3. Good dental care is primarily about prevention, as in human dentistry and poor dental care and hygiene has a massive impact on the welfare of the equine.

### **Users**

4. The Household Cavalry Mounted Regiment (HCMR) who are located in Hyde Park Barracks, Knightsbridge, London, SW7 1SE with their Training Wing (HCTW) located in Combermere Barracks, St Leonards Road, Windsor, SL4 3DN and The Kings Troop Royal Horse Artillery (KTRHA) who are located in King George VI Lines, Repository Road, Woolwich, London SE18 4BB.

### **Specification**

5. The provision of equine dental care by a fully qualified Equine Dental Technician who has passed the British Equine Veterinary Association (BEVA) and the British Veterinary Dental Association (BVDA) Equine Dental Technician (EDT) examinations and can demonstrate that they have been undertaking equine dentistry procedures to a satisfactory standard.

### **Requirement**

6. To provide routine and advanced dental care to circa 400 military working horses of the Household Cavalry Mounted Regiment and The Kings Troop Royal Horse Artillery.

7. Visits are to be made at regular intervals through the year to each unit as follows:

- a. HCMR - 7 visits treating up to 33 horses per visit
- b. HCTW - 2 visits treating up to 33 horses per visit
- c. KTHRA - 5 visits treating up to 25 horses per visit

In addition, one visit a year to the Royal Military Academy Sandhurst, Camberley, Surrey, GU15 4PQ is required to treat up to 8 horses.

8. Each horse is provided with an individual dental care plan and these are reviewed at the time of treatment with the respective Veterinary Officers.

9. Equine Dental Technicians will be required to provide their own equipment and must hold professional indemnity and third-party liability insurance at all times.

10. All Equine Dental Technicians treating military working horses will need to be Counter Terrorist Check security cleared.

11. The Ministry of Defence reserves the right to terminate the services of any Equine Dental Technician should there be any concerns from a qualified veterinarian regarding the quality of clinical care delivered or animal welfare.

#### **Demanding Authority**

12. Veterinary Officers serving with the Household Cavalry Mounted Regiment and The King's Troop Royal Horse Artillery,

**SCHEDULE 4 – DEFFORM 539A Edn 08/13**

<b>Contractor Commercially Sensitive Information (Clause 5). Not to be published.</b>
Description of Contractor's Commercially 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: Email Address:

## DEFFORM 111

### Appendix - Addresses and Other Information

#### 1. Commercial Officer

Name: [REDACTED]

Address: Bldg 5, Catterick Barracks, Detmolder Strasse 440, 33605 Bielefeld, Germany.

Email: [REDACTED] ☎ [REDACTED]

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

Name: [REDACTED]

Address: HQ London District, Horse Guards, Whitehall, London. SW1A 2AX

Email: [REDACTED]

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

N/A

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

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

Branch/Name: N/A

☎ N/A

(b) U.I.N. A5651A

#### 5. Drawings/Specifications are available from N/A

#### 6. Intentionally Blank

#### 7. Quality Assurance Representative: N/A

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: N/A

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>

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

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

**Applications via fax or email:** [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk)

#### **\* NOTE**

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

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

DEFCONS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/defcon.htm>

Archived DEFCONS:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/archive.htm>

DEFFORMS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec.htm>

Archived DEFFORMS:

[https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec\\_archive.htm](https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec_archive.htm)

SC1A <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template1a.htm>

SC1B <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template1b.htm>

SC2 <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template2.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 1.**

Not to be used for General  
Correspondence with the  
Ministry

Affix  
Stamp  
..

The Tender Board  
Army Commercial  
Catterick Barracks  
BFPO 39  
FAO: [REDACTED]

**Tender No: 700001600**  
**Due: 15 April 10:00 CET**

DEFFORM 28