# Section 1 – Form of Contract

|  |  |
| --- | --- |
| **Framework Agreement for:** | **CONFLICT, STABILITY & SECURITY FUND (CSSF)**  **FRAMEWORK 2018** |
| **Reference Number:** | **CPG/2350/2018** |
| **Call-Off Title:** | **Mobile Urban Training System (Macedonia)** |
| **Call-Off Reference:** | **702653452** |

This Call-Off Contract is made between the Secretary of State for Defence represented by the Ministry of Defence, acting as part of the Crown (“the Authority"),

and

("the Parties")

SIGNED on behalf of the Parties:

|  |  |  |
| --- | --- | --- |
| For the Supplier: |  | For the Authority: |
|  |  | **REDACTED** |
| By: REDACTED |  |  |
| Full Name: REDACTED |  | Full Name: REDACTED |
| Position held on behalf of Supplier: |  | Position held on behalf of Authority: |
| Date: 17 May 2022 |  | Date: 12 May 2022 |

|  |  |
| --- | --- |
| Framework Agreement with:  Company Number: | **Sustainable Criminal Justice Solutions (SCJS)**  **07869789** |
|  |  |
| Sub Contractors/Consortia: |  |
| Framework Agreement for: | **CONFLICT STABILITY & SECURITY FUND 2018** |
|  |  |
| Framework Agreement Number: | **CPG/2350/2018** |
|  |  |
| Call-off Contract For: | |  | | --- | | **Mobile Urban Training System (Macedonia)** | |
|  |  |
| Contract Number: | **702653452** |
|  |  |
| Call-off Contract PSAB Reference Number: | **TBC** |

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# Section 2 – Call-Off Terms & Conditions and Special Terms

The Authority refers to the following:

## The above-mentioned Framework Agreement.

1. Your proposal of **19 February 2022 (App 1 to CSSF Framework Call Off).**
   1. The Authority requires (“the Supplier”) to provide the Services as stated in the *Statement of Requirement* at Annex 1 and, under the Terms and Conditions of the Framework Agreement, which shall apply to this Call-off Contract as if expressly incorporated herein.

## Commencement and Duration of the Services

* 1. The Supplier shall start the Services no later than **15 May 2022** (“the Start Date”) and Services shall be completed by **30 July 2022** (“the End Date”) unless the Call-off Contract is terminated or extended in accordance with the terms and conditions of the Framework Agreement and by contract variation.
  2. The Authority reserves the right, without prejudice to its termination rights under the Framework Agreement, to terminate this Call-Off Contract (where it is a multi-year contract) at the end of each United Kingdom (UK) financial year, if the Supplier’s performance is not deemed satisfactory or the fund available to the CSSF programme is no longer sufficient to continue financing the programme.

## Recipient

* 1. Authority requires the Supplier to provide the Services to Ministry of Defence of the Republic of North Macedonia (“the Recipient”).

## Financial Limit

* 1. Payments under this Call-off Contract shall not exceed £448,997.00 (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the Statement of Requirements (Annex 1) and Schedule of Prices and Rates (Annex 2).
  2. Payment of invoices will be made monthly in arrears on receipt of an itemised invoice.

## Milestone Payments and Charges

* 1. Any Supplier Personnel employee fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Call-off Contract.
  2. Where applicable Milestone Payments, will be made on satisfactory performance of the Services, at the payment points defined as per Schedule of Prices and Rates. At each payment point set criteria will be jointly agreed as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority when the relevant Milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

## Firm Price

* 1. Where the Parties have agreed in the Schedule of Prices and Rates (Annex 2), that the Services will be provided on a firm price basis, then the firm price shall be paid according to the Schedule of Prices and Rates, which may relate to the achievement of specific Milestones as defined, dates or acceptance and shall be inclusive of all Supplier costs.

## Time and Material

* 1. Where the Parties have agreed in the Schedule of Prices and Rates (Annex 2) that the Services will be provided on a time and materials basis, then:

1. the Services shall be provided in accordance with the rate card set out in the Schedule of Prices and Rates;
2. the Parties shall agree a maximum price, which shall include but not be limited to a resource profile, a fixed date to start and to complete and a set of deliverables, further details of which shall be agreed by the Parties in the Schedule of Prices and Rates;
3. the Supplier shall attach to each invoice, records of the time spent and materials used in providing the Services, together with all supporting documentation including but not limited to all relevant timesheets, receipts (if applicable), a list of Services to which the invoice relates and a reference to the Contract and Schedule of Prices and Rates (Annex 2), as well as any other information as reasonably requested by the Authority from time to time;
4. the Supplier must notify the Authority immediately if it becomes apparent that the cost to complete the Services will be in excess of the maximum price, and shall only proceed with and be paid for Services in excess of the maximum price with the prior written consent of the Authority.

## Officials

* 1. The Authority Project/Contract Officer is as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| ***Title:*** | ***Name:*** | ***Contact Number:*** | ***Email Address:*** |
|  | REDACTED |  |  |
|  | REDACTED |  |  |

## Key Personnel

* 1. The following Supplier Personnel are the key Personnel of the purposes of this Call-Off Contract:

|  |  |  |  |
| --- | --- | --- | --- |
| ***Title:*** | ***Name:*** | ***Contact Number:*** | ***Email Address:*** |
|  | REDACTED |  |  |
|  |  |  |  |
|  |  |  |  |

## Monitoring and Contract Performance Reports

* 1. For the purpose of monitoring of performance, the Supplier shall submit project reports in accordance with the agreements and timescales contained in the Statement of Requirement (Annex 1).

## Duty of Care

* 1. Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Framework Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. The Supplier will be responsible for all security arrangements and Her Majesty’s Government accepts no responsibility for the health, safety and security of individuals or property.
  2. Unless otherwise agreed, the Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified the Authority in respect of any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.
  3. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
  4. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off Contract in relation to duty of care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
  5. Where the Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the Statement of Requirements (Annex 1) and the Security Risk Disclaimer (Annex 3).

## Call-off Contract Signature

* 1. If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at paragraph 9 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

## Special Terms & Conditions

* 1. The following Defence Conditions (DEFCONs) apply:

|  |  |  |
| --- | --- | --- |
| **DEFCON** | **EDN** | **DESCRIPTION** |
| DEFCON 520 | 08/21 | Corrupt Gifts and Payments of Commission |
| DEFCON 522 | 11/21 | Payment and Recovery of Sums Due |
| DEFCON 537 | 12/21 | Rights of Third Parties |
| DEFCON 538 | 06/02 | Severability |
| DEFCON 539 | 08/13 | Transparency |
| DEFCON 550 | 02/14 | Child labour and Employment Law |
| DEFCON 602B | 12/06 | Quality Assurance (without Deliverable Quality Plan) |
| DEFCON 658 | 10/17 | Cyber Ref 708974484  Cyber Risk Level – N/A |

* 1. The following Defence Forms (DEFORMS) apply:

|  |  |  |
| --- | --- | --- |
| **DEFFORM** | **EDN** | **DESCRIPTION** |
| 111 | 07/21 | Addresses and Other Information |
| 532 | 10/19 | Personal Data Particulars |
| 539A | 01/22 | Tenderer’s Commercially Sensitive Information Form |

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# Annex 1 – Statement of Requirements

**DETAILED DESCRIPTION OF REQUIREMENT FOR MOBILE URBAN TRAINING SYSTEM (MACEDONIA)**

|  |
| --- |
| **Introduction**  **Purpose**   1. The Authority requires provision and delivery of a Mobile Urban Training System to the Krivolak Training Area (KTA) in order to provide realistic contemporary training to the Army of North Macedonia (ARNM). |
| **Background**   1. The Macedonian vision is to develop the KTA as a regional centre for delivering light role and mechanised infantry training over complex terrain within the contemporary operating environment. The training area will also be employed for special force and airborne forces training. Currently the training area offers outstanding and testing terrain, providing opportunities to exercise procedures for arid, desert, mountain and forested terrain; however, the urban training facilities on the area are extremely limited, currently consisting only of around 12 small buildings replicating mountain dwellings. The training area contains no suitable facilities for training in the contemporary operating environment, within a realistic human terrain, or in a sub-threshold exercise scenario. The area is key in preparing assigned units for North Macedonia’s NATO capability targets, which include the delivery of an Infantry Battalion at readiness from summer 2022 and an Infantry Battalion Group (BG) from 2026. 2. The aspiration is for the KTA to be adaptable and flexible and to support both live and blank fire training. The Macedonian authorities have identified several potential locations for urban training to be conducted dependent on the size of the grouping exercising and the training scenario; Urban training facilities, therefore, need to be mobile. Furthermore, flexibility in configuring the buildings has advantage in building complexity and variety into training. 3. The Army of North Macedonia (ARNM) has a programme of activity to develop training estate infrastructure and support facilities. This includes robust arrangements for perimeter security, Counter Improvised Explosive Device (CIED) facilities, tented camps, refurbishment of the railhead and improvements to field firing areas. There is already a programme for the delivery of some fixed urban training estate and this project proposing a mobile, re-deployable package of buildings complements that programme. 4. Providing a complex of relocatable urban training objectives and realistic props to replicate the contemporary operational human terrain will support Army of the Republic of North Macedonia (ARNM) infantry training and NATO readiness training on the KTA will develop a contemporary training estate |
| **Objective**   1. The objective is the provision and delivery of 14 Relocatable Habitable Units (RHUs) that are mobile and reconfigurable in order to provide a realistic, contemporary training estate facility to the ARNM and improve their operational readiness. An initial Training package for assembly, disassembly and relocation is to be included as part of the delivery. |
| **Scope**   1. Mobile Urban Training System is to represent an urban, contemporary operating environment to include the following elements:   **RHUs**  • Four 8ft x 12ft buildings in a standard configuration  • One 8ft x 12 ft building with a roll-up door  • Two 12ft x 16ft buildings  • Five 12ft x 32 ft buildings  • Two 16ft x 20ft L-shaped buildings  14 buildings in total. The buildings must be weatherproof and safe for year-round use (including protection from wind, rain, snowfall etc.) and must be fire retardant.  The system RHUs must be capable of multi-storey and complex configurations, with interchangeable interior and exterior panels. The system must contain a range of doors, windows, stairs and props to add realism (e.g. shops, markets, public and residential buildings) to reflect a generic, but realistic contemporary operating environment. The buildings must be covered in a range of neutral textures representing various building materials.  The system must be able to support a large group of role players replicating the civilian population with realistic multi-storey buildings, market stores and other local infrastructure.  The system must be relocatable and reconfigurable to provide an agile, adaptable and challenging urban training resource. The system must be lightweight and RHU assembly/disassembly should be possible by a group of 3 pax or less in under 2 hours. The RHUs should require few tools for assembly and reconfiguration. Reconfiguration requirements must be detailed within the submission. The system should not require Military Construction (MILCON).  **Training**  The supplier must assemble the system and provide an initial training package to an agreed number of the ARNM to enable them to assemble, disassemble and relocate the system units independently. Supportable Training Aids, such as assembly/reassembly manuals and guides on how to make the most of the system, are to be provided as part of the training package to assist with assembly and disassembly of the units.  Training aids must be provided in English (essential) and Macedonian (desirable).  **Compliance**  The supplier must demonstrate how it meets cross-Government quality delivery standards as set out by the CSSF Framework. The system must be fire rated to British or European standards and must demonstrate compliance with all relevant and applicable Health and Safety Certification and relevant ISO standards. The supplier must provide a report upon delivery and assembly confirming compliance with these standards.  The system should have an expected lifespan of 5 years with a 12-month warranty. |
| **Timings and Deliverables**   1. Delivery of the system must be no later than **30th July 2022** to Krivolak Training Area. Training and assembly should also be completed by **30th July 2022**. The supplier should inform the Authority if these dates are unachievable. 2. A report from the supplier, submitted no later than **30th July 2022**, should cover the details of the items delivered and assembled, the initial training package and the readiness of the selected members of the ARNM to relocate the system. |
| **Security**   1. This project will be delivered at Unclassified level under the supervision of UK MOD, Defence Attaché Skopje and the UK MOD Regional Transformation Advisor. The project will be delivered to the KTA, owned by the ARNM/North Macedonia MOD. Krivolak and KTA are assessed as a low threat environment. There are no major security issues associated with the delivery of the Urban Training System. |
| **Contract and Performance Management**   1. The Contractor’s performance will be monitored by TBC. 2. The requirement will be deemed completed as soon as successful delivery, assembly and assembly/disassembly training of the system has taken place and been conducted with the ARNM. 3. Should the contractor fail to meet the required standards for the Urban Training System TBC will report to Army Commercial for rectification. 4. Payment shall be made via the Contracting, Purchasing and Finance system. |
| **Other Considerations**   1. **Government Furnished Supplies.** The supplier will be responsible for the delivery and installation of the Urban Training System including all Health and Safety aspects (risk assessments, insurance etc.). Upon successful delivery of the Urban Training System and initial training package, ownership of the equipment shall transfer to the ARNM/North Macedonia MOD. 2. **COVID 19.** Personnel will be provided by the supplier to conduct delivery of the requirement and training on assembly for ARNM personnel at KTA. COVID-19 travel restrictions must be accounted for and adhered to. Depending on the restrictions mandated by Macedonia at the time, delivery personnel may have to quarantine upon arrival and/or return from Macedonia. [North Macedonia Entry Requirements](https://www.gov.uk/foreign-travel-advice/north-macedonia/entry-requirements). |

# Annex 2 – Schedule of Prices & Rates

|  |  |
| --- | --- |
| **Item** | **Firm Price £ ex VAT** |
| Mobile urban training system including props. Price includes delivery of system, unloading and installation. |  |
| Training to personnel to enable them to assemble, disassemble and relocate the mobile urban training system. Heavy machinery (crane and forklift) for relocation not included.  Provision of training aids and training manual in English and Macedonian. |  |
| Maintenance contract covering labour and travel for thirty call outs, valid for a period of up to five years from date of commissioning. Replacement parts charged separately.  Call out time 48-72 hours.  Additionally, staff costs including project management, prop assembly team. |  |
| **Total** | **£448,997 (ex VAT)** |

REDACTED

# Annex 3 – Security Risk Disclaimer

1. This Annex is not used for this requirement.

# Annex 4

**DEFFORM 532 (Edn 05/22)**

# Personal Data Particulars

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

|  |  |
| --- | --- |
| **Data Controller** | The Data Controller is the Secretary of State for Defence (the Authority).  The Personal Data will be provided by:  *Commercial Officer, Army Commercial Procure NI* |
| **Data Processor** | The Data Processor is the Contractor.  The Personal Data will be processed at:  *SCJS, Chandlery Building, School Lane, Hamble, SO31 4NB*  *Telephone: 02380 453488* |
| **Data Subjects** | The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: *[please specify]*  *Not Applicable* |
| **Categories of Data** | The Personal Data to be processed under the Contract concern the following categories of data: *[please specify]*  *Not Applicable* |
| **Special Categories of data (if appropriate)** | The Personal Data to be processed under the Contract concern the following Special Categories of data: *[please specify]*  *Not Applicable* |
| **Subject matter of the processing** | The processing activities to be performed under the contract are as follows: *[please specify]*  *Not Applicable* |
| **Nature and the purposes of the Processing** | The Personal Data to be processed under the Contract will be processed as follows:  *Not Applicable* |
| **Technical and organisational measures** | The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:  *Not Applicable* |
| **Instructions for disposal of Personal Data** | The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):  *Not Applicable* |
| **Date from which Personal Data is to be processed** | Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:  *Not Applicable* |

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

**NB** It is the Authority’s view that personal data, as defined by the Data Protection Act 2018, will not be processed under the terms of this contract.

# Annex 5 – Insurance

**CALL-OFF CONTRACT REFERENCE: 702653452**

1. The Contractor shall affect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor’s performance of the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.

2. The Contractor shall hold Employer’s Liability Insurance in respect of staff in accordance with any legal requirement for the time being in force.

3. The Contractor shall produce to the Designated Officer, on request, a broker’s verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies, if required”.

4. If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by this Contract, the Authority may make alternative arrangements to protect his interests and may recover the costs of such arrangements from the Contractor.

5. The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the contractor to determine the amount of insurance cover required.

6. Neither failure to comply nor full compliance with the insurance provision of this Contract shall limit or relieve the Contractor of its liabilities and obligations under this Contract.

7. Where any insurance requires payment of a premium, the Contractor shall be liable for such premium.

8. Where any Insurance is subject to an excess or deductible below which the indemnity from Insurers is excluded, the Contractor shall be liable for such excess or deductible and shall indemnify the Authority against any loss or claims which would otherwise be insured but for the excess or deductible. The Contractor shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

# Annex 6 – Supplier Code of Conduct

*(Appendix B of the Framework Agreement refers)*

1. This Annex is not used for this requirement.

# Annex 7

# DEFFORM 111

**(Edn 07/21)**

**Addresses and Other Information**

|  |  |
| --- | --- |
| **1. Commercial Officer**  Name: Army Commercial NI Procure  Address: Thiepval Barracks, Lisburn, BFPO 801  Email: [ArmyComrcl-NI-Mailbox@mod.gov.uk](mailto:ArmyComrcl-NI-Mailbox@mod.gov.uk) | **8. Public Accounting Authority**  1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  (( 44 (0) 161 233 5397  2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  (( 44 (0) 161 233 5394 |
| **2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)  Name: SPO RWE W Balkans CSSF  Address TBC  Email: TBC | **9. Consignment Instructions** The items are to be consigned as follows: N/A |
| **3. Packaging Design Authority** Organisation & point of contact: N/A  (Where no address is shown please contact the Project Team in Box 2) | **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  Users requiring an account to use the MOD Freight Collection Service should contact [DESWATERGUARD-ICS-Support@mod.gov.uk](mailto:deswaterguard-ics-support@mod.gov.uk) in the first instance. |
| **4. (a) Supply / Support Management Branch or Order Manager:**  **Branch/Name:** N/A  **(b) U.I.N.** |
| **5. Drawings/Specifications are available from** N/A | **11. The Invoice Paying Authority**  Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL  (( 0151-242-2000 Fax: 0151-242-2809  **Website is:** [https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing](#https://www.gov.uk/government/organisations/ministry_of_defence/about/procurement) |
| **6. Intentionally Blank** | **12. Forms and Documentation are available through \*:**  Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)  **Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk) |
| **7.** **Quality Assurance Representative:** Michael Jackman  Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.  **AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk>[/index.html](file:///C:/u07/appmprod/log/C:.html¿) [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed]. | **\* NOTE**  **1.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>  **2.** If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1. |

## Annex 8

## DEFFORM 539A

## Edn 08/13

# Tenderer’s Commercially Sensitive Information Form

|  |
| --- |
| ITT Ref No: 702653452 |
| Description of Tenderer’s Commercially Sensitive Information:  *Not Applicable* |
| Cross Reference(s) to location of sensitive information in Tender:  *Not Applicable* |
| Explanation of Sensitivity:  *Not Applicable* |
| Details of potential harm resulting from disclosure:  *Not Applicable* |
| Period of Confidence (if applicable):  *Not Applicable* |
| Contact Details for Transparency / Freedom of Information matters:  Name:  Position:  Address:  Telephone Number:  Email Address:  *Not Applicable* |