

**Ministry of Defence Police Method of Entry Training Rig**

**DNO/228**

**SC1b**

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# Standardised Contracting Terms

## SC1B

**(Edn10/22)**

**1 Definitions - In the Contract:**

**Articles** means, in relation to Clause 9 and Schedule 3 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2 General**

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

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

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

(1) the terms and conditions;

(2) the schedules; and

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

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

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights 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. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

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

**4 Disclosure of Information**

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

**5 Transparency**

a. Notwithstanding an other condition of this Contract, including 531 (SC1), the Contractor understands that the Authority may publish the Transparency Information to the general public.

b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.

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

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

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

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

(3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

**6 Notices**

a. A Notice served under the Contract shall be:

(1) in writing in the English Language;

(2) authenticated by signature or such other method as may be agreed between the Parties;

(3) sent for the attention of the other Party’s representative, and to the address set out in the Contract;

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

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

b. Notices shall be deemed to have been received:

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

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

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

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

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

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

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

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

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

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

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

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.

c. The Contractor shall ensure that the Contractor Deliverables:

(1) correspond with the specification;

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

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

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

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

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

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

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

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

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

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

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

(1)         if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in Schedule 3; and

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

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

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

(1)        activity; and

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

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

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

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

**10 Delivery / Collection**

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

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

c. The Authority shall be deemed to have accepted the Contractor Deliverables 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 Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.

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

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

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

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

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

b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:

(1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;

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

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

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

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

**13 Plastic Packaging Tax**

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

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

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

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

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

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

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

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

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

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

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

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

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

**14 Progress Monitoring, Meetings and Reports**

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

**15 Payment**

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

b. Where the Contractor submits an invoice to the Authority in accordance with clause 15a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 15b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 15c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor’s obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

**16 Dispute Resolution**

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

b. In the event that the dispute or claim is not resolved pursuant to Clause 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

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

**17 Termination for Corrupt Gifts**

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

a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

(2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

(a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 17.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

**18 Material Breach**

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor’s material breach of the Contract.

**19 Insolvency**

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

**20 Limitation of Contractor’s Liability**

a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

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

(1) for:

a. any liquidated damages (to the extent expressly provided for under this Contract);

b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor’s failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;

d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

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

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

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

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

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

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

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

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

## DEFCON 503 (SC1)

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

## DEFCON 531 (SC1)

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

## DEFCON 534

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

## DEFCON 538

DEFCON 538 (Edn 06/02) - Severability

## DEFCON 566

DEFCON 566 (Edn 10/20) - Change of Control of Contractor

## DEFCON 76 (SC1)

DEFCON 76 (SC1) (Edn. 11/22) - Contractor's Personnel At Government Establishments

## DEFCON 82 (SC1)

DEFCON 82 (SC1) (Edn. 06/21) - Special Procedure For Initial Spares

## DEFCON 113

DEFCON 113 (Edn 02/17) - Diversion Orders

## DEFCON 524A (SC1)

DEFCON 524A (SC1) (Edn. 12/22) – Counterfeit Materiel

## DEFCON 532A (SC1)

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

## DEFCON 602A (SC1)

DEFCON 602B (Edn 04/23) - Quality Assurance (With Deliverable Quality Plan)

## DEFCON 608

DEFCON 608 (Edn 07/21) - Access and Facilities to be Provided by the Contractor

## DEFCON 609 (SC1)

DEFCON 609 (SC1) (Edn. 07/21) - Contractor's Records

## DEFCON 620 (SC1)

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

## DEFCON 624 (SC1)

DEFCON 624 (SC1) (Edn. 08/22) - Use Of Asbestos

## DEFCON 627 (SC1)

DEFCON 627 (Edn 11/21) - Quality Assurance - Requirement for a Certificate of Conformity

## DEFCON 637

DEFCON 637 (Edn 05/17) - Defect Investigation and Liability

## DEFCON 658 (SC1)

DEFCON 658 (SC1) (Edn. 10/22) – Cyber

**Cyber Risk Profile - Very Low RAR-825914823**

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138.

## DEFCON 691 (SC1)

DEFCON 691 (SC1) (Edn. 03/15) - Timber and Wood - Derived Products

## DEFCON 707

DEFCON 707 (Edn 10/23) - Rights in Technical Data

# 22. The special conditions that apply to this contract are:

## Russian and Belarusian Exclusion Condition for Inclusion in Contracts

**Russian and Belarusian Exclusion Condition for Inclusion in Contracts**

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

a. the Contract Deliverables and/or Services contain any Russian/Belarussian products and/or services; or

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

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

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

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

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

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

## Third Party IPR Authorisation

**AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

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

## Quality Assurance Conditions

**AQAP 2310**

NATO Quality Management System Requirements for Aviation, Space and Defence Suppliers.

Edition B Version 1

**DEFSTAN 05-061 Pt 4**

Quality Assurance Procedural Requirements - Contractor Working Parties

Issue 3

# SC1B Schedules

## Schedule 1 - Additional Definitions of Contract

[N/A]

## Schedule 2 - Schedule of Requirements

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Contractor Deliverables** | | | | | | | | | | | |
| **Item No** | **MOD Stock Ref. No** | **Part No.**  **(where**  **applicable)** | **Specification** | **Consignee**  **Address**  **Code** (full  address is  detailed in  DEFFORM  96) | **Packaging Requirements inc. PPQ and DofQ** (as detailed in DEFFORM 96) | **Delivery**  **Date** | **Total Qty** | **Price (£) Ex VAT** | | |
| **Per Item** | **Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))** |
| 1 | N/A | N/A | [REDACTED – COMMERCIAL] |  |  |  | [REDACTED – COMMERCIAL] |  | [REDACTED – COMMERCIAL] |
| 2 | N/A | N/A | [REDACTED – COMMERCIAL] |  |  | [REDACTED – COMMERCIAL] | [REDACTED – COMMERCIAL] | [REDACTED – COMMERCIAL] | [REDACTED – COMMERCIAL] |
|  |  |  |  |  |  |  |  | **Total Price** | **£52,005.31** |

|  |  |
| --- | --- |
| **Item**  **Number** | **Consignee Address (XY code only)** |
|  |  |

\* Any Ad Hoc call outs will be priced on request

## SC1B - Schedule 3 - Contract Data Sheet

|  |  |  |
| --- | --- | --- |
| **Contract Period** | | Effective date of Contract: 06/05/2024  The Contract expiry date shall be: 31/01/2030 |
| **Clause 6 - Notices** | | Notices served under the Contract can be transmitted by electronic mail  Yes  Notices served under the Contract shall be sent to the following address:  Authority: AWE Aldermaston, Reading, RG7 4PR  Contractor: R.M.I Engineering Limited  80 Compair Crescent  Ipswich  Suffolk  IP2 0EH |
| **Clause 8 – Supply of Contractor Deliverables and Quality Assurance** | | Is a Deliverable Quality Plan required for this Contract?  Yes for the design and/or manufacture of the MoE Rig  If yes:  A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC1)  If required, the Deliverable Quality Plan and/or Deliverable Quality Plan with Assurance Information must be delivered to the Authority (Quality) within 90 Business Days of Contract Award. |
| **Clause 9 – Supply of Data for Hazardous Substance, Articles and Materials in Contractor Materials** | | A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement), and if applicable, UK REACH Article 31 compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor’s statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:  The Authority’s Representative (Commercial)  by the following date:  So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format.  (1) Hard copies to be sent to:  Hazardous Stores Information System (HSIS)  Spruce 2C, #1260  MOD Abbey Wood (South)  Bristol, BS34 8JH  (2) Emails to be sent to:  DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk  SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team.: |
| **Clause 10 – Delivery/Collection** | Contract Deliverables are to be:  Delivered by the Contractor: Yes  Special Instructions: Delivered and Installed on Authority’s site by 31st January 2025  Collected by the Authority: No  Special Instructions (including consignor address if different from Contractor’s registered address): | |
| **Clause 12 – Packaging and Labelling of Contractor Deliverables** | Additional packaging requirements:  N/A | |
| **Clause 14 – Progress Meetings** | | The Contractor shall be required to attend the following meetings:  Type: Design and Installation Meetings  Frequency: Fortnightly for duration of design and build of rig  Location: MS Teams or Contractor's/Authority’s Site  Type: Annual Review Meetings  Frequency: Annually  Location: MS Teams |
| **Clause 14 – Progress Reports** | | The Contractor is required to submit the following Reports:  Type: MS Word  Frequency: Monthly for the duration of the design and build of the rig, then yearly after scheduled service  Method of Delivery: Email  Delivery Address: [REDACTED – PERSONAL] |

# DEFFORM 111

## DEFFORM 111

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

Name: [REDACTED – PERSONAL]

Address: MOD Main Building, London, SW1A 2HB

Email: [REDACTED – PERSONAL]( N/A

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

Name: [REDACTED – PERSONAL]

Address MOD Abbeywood, Bristol, BS34 8JH

Email: [REDACTED – PERSONAL]( N/A

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

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

(

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

**Branch/Name:**

( [REDACTED – PERSONAL]

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

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

**7.** **Quality Assurance Representative:** Patrick Lethbridge

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](#https://www.gov.uk/government/organisations/ministry_of_defence/about/procurement)

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

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

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

**\* NOTE**

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

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

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

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

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

|  |
| --- |
| Contract No:       708698451- MDP Method of Entry Training Rig |
| Description of Contractor’s Sensitive Information: [REDACTED – PERSONAL] |
| Cross Reference(s) to location of Sensitive Information: [REDACTED – COMMERCIAL] |
| Explanation of Sensitivity: [REDACTED – COMMERCIAL] |
| Details of potential harm resulting from disclosure: [REDACTED – COMMERCIAL] |
| Period of Confidence (if applicable):   [REDACTED – COMMERCIAL] |
| Contact Details for Transparency / Freedom of Information matters:    Name:    [REDACTED – PERSONAL]    Position:      Operations Director    Address:      [REDACTED – PERSONAL]    Telephone Number:      [REDACTED – PERSONAL]    Email Address:      [REDACTED – PERSONAL] |

# Schedule 5 - Notification of IPR restrictions (IAW Clause 7)

## DEFFORM 711

DEFFORM 711 (Edn 11/22)

**Ministry of Defence**

**DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS**

**DEFFORM 711 - PART A – Notification of IPR Restrictions**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1, ITT/Contract Number | | 708698451- MDP Method of Entry Training Rig | | |
| 2. ID# | 3. Unique Technical Data Reference Number / Label | 4.  Unique Article(s) Identification Number / Label | 5.  Statement  Describing IPR Restriction | 6.  Ownership of the Intellectual Property Rights |
| 1 | [REDACTED – COMMERCIAL] | [REDACTED – COMMERCIAL] | [REDACTED – COMMERCIAL] | [REDACTED – COMMERCIAL] |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |
| 8 |  |  |  |  |
| 9 |  |  |  |  |
| 10 |  |  |  |  |

Please continue on additional sheets where necessary

DEFFORM 711 (Edn 11/22)

**DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)**

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure

[REDACTED – COMMERCIAL]

DEFFORM 711 (Edn 11/22)

**Completion Notes**

**Part A**

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority’s ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, 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 the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;

c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;

d) action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

|  |  |
| --- | --- |
| Block 1 | Enter the associated Invitation to Tender (ITT) or Contract number as appropriate. |
| Block 2 | No action – This sequential numbering is to assist isolation and discussion of any line item |
| Block 3 | Identify a unique reference number for the information / technical data (i.e. a Contractor’s document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same. |
| Block 4 | Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil entry.  NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions. |
| Block 5 | This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it. |
| Block 6 | Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also. |

DEFFORM 711 (Edn 11/22)

**Part B**

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked “NIL RETURN”.

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

a) (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from Her Majesty’s Government (HMG).

b) (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.

c) (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.

d) (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

e) (FEX) Foreign Export Controlled

Notes:

1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority’s Senior Commercial Officer, and by following the amendment process set out in the Contract.

2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.

3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.

4. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

Example PBS

The DEFFORM 711 on the Commercial Toolkit <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defforms/word/711_0422.doc> contains a theoretical pictorial example but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.

# Schedule 6 - Key Performance Indicators

|  |  |  |
| --- | --- | --- |
| KPI ID | 1 | |
| KPI Description | Major servicing to be performed annually and on time.  The supplier should contact the lead MoE Instructors:   * 30 days prior to the service date for personnel scheduling * 10 working days prior to service date for visitor passes to be arranged | |
| Measure | Measured by the number of days since the last annual service was arranged | |
| Monitoring Frequency | Annual Review Meetings | |
| Performance Bands | | |
| Rating | Description | Threshold |
| Good | Contractual Target | The annual service is achieved on time and approved in line with the agreed schedule |
| Approaching Target | Performance just below contractual target but not a major cause for concern unless underperformance is sustained | The annual service has been delivered and approved but up to 2 weeks behind the agreed schedule |
| Requires Improvement | Interventions Required | The annual service has been delivered and approved but two to six weeks behind the agreed schedule |
| Inadequate | Major interventions or contractual rectifications plans required | The annual service has been delivered and approved but more than six weeks behind the agreed schedule  OR  An annual service is not agreed or approved. |

|  |  |  |
| --- | --- | --- |
| KPI ID | 2 | |
| KPI Description | Ad Hoc Servicing queries must be responded to within 5 working days | |
| Measure | Measured by percentage of queries that have been responded to within the stated timeframe | |
| Monitoring Frequency | Annual Review Meetings | |
| Performance Bands | | |
| Rating | Description | Threshold |
| Good | Meets the target of 5 working days | The quality of the query response meets the Approving Authority requirements. |
| Approaching target | Queries responded to but within 5 to 10 working days | The quality of the query response meets the Approving Authority requirements but is behind schedule. |
| Requires Improvement | Interventions required | The query response has been delivered, however within 10 to 30 working days which is over the agreed schedule. |
| Inadequate | Major interventions required | The query response has been delivered but more than 30 working days after the query was made.  OR  No response to the query has been delivered. |

|  |  |  |
| --- | --- | --- |
| KPI ID | 3 | |
| KPI Description | Response to Non-Serviceability Issues -  Notification to the supplier from the MDP must be responded to within 2 working days.  If an on-site inspection is required by the supplier, this must be performed within 10 working days | |
| Measure | Measured by percentage of notifications that have been responded to within the stated timeframe | |
| Monitoring Frequency | Annual Review Meetings | |
| Performance Bands | | |
| Rating | Description | Threshold |
| Good | Contractual Target | The response time meets the approving Authority’s requirements |
| Approaching Target | Performance just below contractual target but not a major cause for concern unless underperformance is sustained | The response quality meets the Approving Authority requirements but is behind schedule. |
| Requires Improvement | Interventions Required | The query response has been delivered, however within 10 to 30 working days which is over the agreed schedule. |
| Inadequate | Major interventions or contractual rectifications plans required | The query response has been delivered but more than 30 working days after the query was made.  OR  No response to the query has been delivered. |

|  |  |  |
| --- | --- | --- |
| KPI ID | 4 | |
| KPI Description | Social Value KPI - The use of local suppliers to reduce carbon footprint through transportation of supplies. 90% or more of 1st tier supply chain to be local | |
| Measure | Measured as a percentage of the number of suppliers used for materials that are from the local area | |
| Monitoring Frequency | Annual Review Meetings | |
| Performance Bands | | |
| Rating | Description | Threshold |
| Good | Contractual target of over 90% of supplies are procured locally | The percentage of local suppliers used meets the approving Authority’s requirements |
| Approaching Target | Performance just below contractual target but not a major cause for concern unless underperformance is sustained | The percentage of local suppliers used is 85 to 90%. |
| Requires Improvement | Interventions Required | The percentage of local suppliers used is below 85 to 80% |
| Inadequate | Major interventions or contractual rectifications plans required | The percentage of local suppliers used is below 80% |

# Offer and Acceptance

## Offer and Acceptance

**Contract DNO/228-708698451 for the provision of Ministry of Defence Police Method of Entry Training Rig**

This Contract shall come into effect on the date of signature by both parties.

**For and on behalf of the Contractor:**

|  |  |
| --- | --- |
| Name and Title |  |
| Signature |  |
| Date |  |

**For and on behalf of the Secretary of State for Defence:**

|  |  |
| --- | --- |
| Name and Title |  |
| Signature |  |
| Date |  |

Annex A to SC1b Contract

# **Statement of Requirements**

**USER DEFINED REQUIREMENT FOR THE METHOD OF ENTRY RIG AT ATOMIC WEAPONS ESTABLISHMENT**

**Introduction**

This User Defined Requirement (UDR) relates to the provision of a long-term installation of a Method of Entry (MoE) Rig at Atomic Weapons Establishment (AWE), to support the ongoing capability requirement of the Ministry of Defence Police (MDP) across the AWE complex to effectively search structures. The purpose of this document is to fully define the Technical/Operational requirements of the item(s).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SERIAL** | **CATEGORY** | **OBJECTIVE** | **PRIORITY** | **ACCOUNT** |
| 1 | MoE Rig Size, number and dimensions of lanes, doors, fixtures, and fittings | Provide the right quantity and dimensions of Doors / Lanes / Fixtures and Fittings to meet Learning Outcomes. | High | The MDP require a MoE rig, that the Police MoE instructors will deliver training on. This training will be in line with the College of Policing - National Police Firearms Training Curriculum (NPFTC) and will be delivered by suitably qualified police trainers only. The supplier will fit and service the MoE rig, whilst MDP instructors will deliver the MoE training. To meet the MDP Learning Outcomes and Assessment Criteria within Firearms Method of Entry Level 1 (Standard) and Level 2 (Advanced), there must be a minimum number of doors and other associated furniture to meet the requirements in an efficient and capable way. The rig will be a cuboid shaped steel frame, dissected by lanes. The officers will train from both outside the frame and within the lanes. Each lane will feature doors of varying natures / characteristics at each end of said lanes. The MoE rig supplier must be able to provide a frame and all the doors described below whilst remaining efficient and economical with the dimensions and size of the rig. This is to enable the user to fit the rig into the designated venue/building whilst maintaining sufficient space to work around it effectively. Viewing can be arranged, and dimensions of building can be provided.  The following specifications will be set out as a minimum to meet for the MoE Rig.    Lanes:   * Number of – 4 * Width – 1000 – 1200mm * Length – 1500 – 2000mm   Doors/Gate:   * Number of – 7 conventional + 2 adjustable frames (see below for door specifics) * Aperture width – 1000-1200mm (matching lane width) * Door frame width both left and right – 140-180mm x 140-180mm, constructed of steel * Must feature locking points at the top, middle and bottom of the door. * Locks will be replicated using pine battens of approximately 200mm length, 20mm height and 20mm width. * Inward opening doors should feature a ‘strike plate’ to absorb the impact of kinetic equipment. the strike plate should be made from plywood sheet and able to withstand kinetic impact form a 35lb enforcer over multiple uses. This would approximately be around 300 hits per locking point per annum. * Outward opening doors should feature a baton running up the length of the locking edge of the door in order to enable the practise of outward opening method of entry with hooligan tools. This must be able to withstand the impact of a hooligan being forced in with the use of an enforcer and subsequently pried open. This use occurs approximately 200 times per annum. * The doors should be made from wood and be of a thick enough width/gauge to withstand multiple kinetic strikes. It would be expected that the doors would withstand MOE strikes for 5 years.   Typical Overall MoE Rig Footprint for example:  Width – 4700mm – 5700mm  Length – 1780mm – 2360mm  Working space around the frame required – 1500 – 2500mm  Required Doors/Gate   1. 3 x Inward Opening – Hinged / Hanging Left: For officers to carry out Kinetic, hydraulic and Pneumatic MoE whilst utilising left hand leading MoE techniques, as well as determining specific firearms team formation on the door, defined by the emerging room view. 1 x door to be approached and operated on by officers from outside the frame, allowing for a larger working space. 1 x door to be operated on from within the lane confines, creating a confined space working area. 2. 1 x Inward Opening – Hinged / Hanging Right: For officers to carry out Kinetic, hydraulic and Pneumatic MoE whilst utilising right hand leading MoE techniques, as well as determining specific firearms team formation on the door, defined by the emerging room view. Ideally should be manufactured to hang for officer approach from outside the frame but could be within the confines of the lane. 3. 1 x Outward Opening – Hinged / Hanging Left: For officers to utilise outward opening door MoE equipment, mainly kinetic tools, as well as determining specific firearms team formation on the door, defined by the emerging room view. 4. 2 x Outward Opening – Hinged / Hanging Right: For officers to utilise outward opening door MoE equipment, mainly kinetic tools, as well as determining specific firearms team formation on the door, defined by the emerging room view. 5. 1 x Barred Metal Gate: Hinged either way, to be used for defeating chains and padlocks. When gate is opened, the frame should also have the capacity to be utilised for mounting metal fencing of various natures, to be used in conjunction with bolt cutters (kinetic L1) and disc cutter (battery/fuel L2). 6. 2 x Adjustable Door Frame: For mounting and securely bracing composite doors, for achieving lock breaking (lock snapping and lock pulling) on typical domestic and locking office doors (Level 1). Further to this will be the use of the reciprocating saw to quickly defeat said doors. (Level 2). 7. 1 x Stepped / Confined Approach: Step to be constructed primarily in conjunction on an inward opening door (most found), however can be on outward or other. A door that is between two lanes (adjoining), to enhance proficiency in carrying out Firearms Method of Entry in confined spaces would be a favourable feature.   Required Level 2 Rig Features   1. Adjustable Window Frame: To insert various natured window frames consisting of either float, toughened/safety, or laminate glass of differing sizes, into the adjustable frame to meet the Level 2 FMoE requirement. Window frames are typically sourced by MDP MoE instructors from local window fitting companies as used windows for disposal, so will vary in size. Most common UK window sizes range from 635 x 890mm to 736 x 1498mm. These should be able to be placed and clamped securely into position, so the window frame does not move when being hit by a hooligan tool. The window frame should feature a protected backdrop so that any glass can be caught, managed, and cleared as simply as possible. This will minimise time spent clearing debris and maximise Health and Safety. 2. Mount / Vice for Metal and Hot Works: To insert metals for use with hot works in conjunction with the disc cutter. Metals will typically include pipes, bars and any other specific metal utilised on AWE, that the MoE team deem as necessary to be familiarised with. |
| 2 | MoE Provider | Initiate supply and service of MoE Rig, Kit and Equipment from an industry certified source. | High | It is highly recommended that the MoE provider is recognised as appropriately qualified and recognised as such within the industry, for providing a high quality and reliable service. It is imperative that quality management principles are adhered to and therefore recommended that the provider is at minimum ISO 9001 certified. |
| 3 | Type of Frame | The Frame must be guaranteed to a high quality with robust and sturdy metal, as well as associated furniture. | High | For effective longevity and consistency in training, the rig will need to be long lasting. The material it is constructed of, preferably steel, will need to be thick enough to enhance its lifetime. We would expect the rig to endure a 15-year period of use. The checks and replacements would form part of the annual serviceability inspection carried out by the supplier. Throughout its life it will need to withstand high force impacts from kinetic, hydraulic, pneumatic and fuel powered equipment. The Rig must achieve the ability to withstand any degradation and fatigue when used as specified. |
| 4 | MoE Rig Quality | The Rig needs to be constructed to a high quality with a long-term product guarantee | High | The design will more than likely be bespoke, constructed to requirements set out by MDP MoE specialists. However, the bespoke design will likely be drawn from and based on existing designs. Construction and material used in the rig must be of high quality. Work carried out must be completed by professional and experienced designers as well as fitters. This must produce a lifetime guarantee on the product |
| 5 | MoE Rig and Furniture Quality | The Rig furniture needs to be constructed to a high quality. | High | The doors and other furniture used within the MoE rig must be made to a high standard using quality wood and metal. The doors used must be of a thick gauge typically between 40 and 50mm, and a suitable ply to withstand a multitude of kinetic, hydraulic, and pneumatic MoE breaches. Whilst the Rig should be fixed into position in the identified indoor venue, therefore benefiting from protection from weather, the building will not be completely free of moisture and cold. The wood used must have a resistance to moisture ingression so that it does not become distorted within the frame. The steel frame itself must be resistant to the ingress of rust. |
| 6 | MoE Rig Dimensions | Provider to design and construct a rig that meets the user requirement, with minimal space taken. | Medium / High | The provider must be able to design and construct an MoE rig that meets the training needs set out by the MoD Police. The NPFTC and the modules set within are not accessible to the public eye. Therefore, ongoing consultation is encouraged and may be required during the design process to ensure any ideas meet the needs of the end user. The MDP MoE specialist trainers will be able to provide guidance through knowledge of the curriculum itself and the accumulative exposure to a variety of MoE Rigs use throughout their career, to accurately consult on design. Furthermore, whilst this design must achieve the requirements being demanded, it must also necessitate as minimal space as possible. To meet the criteria set out in both Level 1 (standard) and Level 2 (advanced) MoE, the MoD Police will require a minimum of a 4-lane rig, with 7 doors, comprising of both inward and outward opening. Attached to this will be the capacity to carry out hot works and window breaching. The customer (DNO), cannot give specific measurements as to the size of the structure in which the rig will be housed, the design must nonetheless be of a reasonable footprint. A need for a 1.5 – 2 metre working space around each side of the rig will also need to be considered. Therefore, economy and ingenuity in design must be always taken into consideration. Site visits will be arranged for all tenderers. |
| 7 | MoE Rig  Manoeuvrability | Ability to remove and relocate the rig should the venue become unserviceable. | Medium / High | As has occurred with many buildings and venues across the MoD and Home Office Policing, the building or location the Rig is situated may become unusable for various reasons. Therefore, in these circumstances, the rig should have the capacity to be removed from its location and re-sited in another so it can continue to be used. |
| 8 | MoE Rig Servicing and Maintenance - Annual | Supplier to have the capacity to service and maintain the rig they provide. | Medium / High | Once a rig has been sourced, delivered, and fitted, the provider will provide their own expert personnel to annually service and maintain the rig and its associated furniture. This must be reliable and carried out to a high standard in order to encourage the lifespan of the rig. The provider should have the capability to meet this requirement and guarantee that a regular service plan can be put in place. Further to this they should be able to provide a forecast of costing for the servicing and maintenance. If this service is not available with the rig as a ‘package’, there is a real risk that the organisation will not be able to source a service provider that holds the essential and specialist knowledge in maintaining such bespoke equipment.  The strike plates and batons are to be replaced on an annual basis. |
| 9 | MoE Rig Maintenance - AdHoc | Supplier to provide a manual and training to MDP MoE instructors to conduct minor servicing and maintenance. | Medium | To maximise the ongoing operational capability of the MoE rig and in turn Police Officers themselves, the MDP MoE instructors should be provided with the knowledge and capabilities that will certify them to carry out minor non-specialist servicing and repairs. The rig will feature areas where natural wear occurs through use. This for example occurs on the door strike plates. These should be designed to be replaced in a reasonably easy manner as it is recognised these are essentially sacrificial pieces of material. Although the life span of these is considerable given the quantity and weight of kinetic energy put through them, they nonetheless will need replacing at appropriate intervals. To save cost, time and missed training contact hours, the MDP MoE instructors should be able to maintain such items themselves. It is expected that the supplier will provide a list of minor repairs that the MDP will be allowed to perform without invalidating the service plan or guarantee. Any minor repairs that cannot be performed by the MDP MoE instructors will need to be performed by the supplier. |
| 10 | Optional MoE Rig Adaptability – Policing General | Supplier to have the capacity to service and maintain the rig they provide. | Medium/ High | As the industry designs in lockable apertures progress and the method used by criminals to defeat police changes, we too must have the ability to remain flexible in what the curriculum can deliver in order to meet the latest needs. This in turn means the rig provided should be designed so that it can be adapted in the future. Should lanes need adding or furniture need changing, the rig should have the capacity to support this. |
| 11 | Optional MoE Rig Adaptability – Specialist Policing at AWE | Ability to add to or change the Rig to allow for change in curriculum. |  | As with any MoD and Police Force, there may be a proclivity for specific and somewhat unique doors or windows to be used in certain areas and therefore the MoE officers will need to train on these, to become familiar in how to breach and defeat them. This is certainly the case with AWE unique doors & windows. Therefore, it would be highly preferable if the MoE provider, upon request, were able to provide the MoD police with replicable items such as doors, that have been identified by police on site for needing MoE familiarity. These items must have the capacity to be used in conjunction with the MoE rig, for the officers to become well practised and efficient in defeating the security measures, being especially favourable in a time a critical situation. |

**Security**

To be allowed access to site at AWE Aldermaston by security, contractors must be able to provide the information listed below:

* Name
* National Insurance Number
* Place of Birth (any contractor from a Tier 1 or 2 country will not be granted access due to the length of time it would take for security clearance compared to the length of the requirement)
* Date of Birth
* Any criminal convictions – this will be submitted to security for consideration

At all times, the contractors must be escorted by AWE personnel in a 1:4 ratio

**Cyber Security**

The cyber risk profile has been classified as “**Very Low**”. Tenderers for this contract must complete a Supplier Assurance Questionnaire (SAQ) via this link [Supplier Assurance Questionnaire (SAQ) (Page 1 of 26) (office.com)](https://forms.office.com/pages/responsepage.aspx?id=7WB3vlNZS0iuldChbfoJ5Tia6pS3VU5EuhfRvV-BqYtURTFYMUpPOElZTjNUNDhaVjFLVklJMVpPUi4u). The Risk Assessment Reference is **RAR-825914823**.

Should the SAQ not pass security checks, the winning tenderer will be given the opportunity to implement a Cyber Implementation Plan to reach the MOD Cyber Security standards prior to contract award.

**Site Visits**

**It is recommended at your earliest convenience Tenderers should contact Commercial Officer Shashikant Patel (Shashikant.Patel147@mod.gov.uk) to arrange a site visit to view where the rig is to be installed.**