



Ministry
of Defence

Donna Niblett MCIPs
DES Comrcl CC-JFC-6a

Joint Force Command
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To all Tenderers

Your Reference:

Our Reference:
JFC6A/0022

Date:
5th September 2016

Dear Sirs,

1. You will be aware that the MOD expects its suppliers to maintain high standards of integrity and professionalism in their business dealings and adhere to the laws of the countries where they operate.
2. Regulation 57 of **the Public Contracts Regulations 2015** applies to the current procurement. For the purposes of meeting its obligations under the Regulations, the MOD requires all potential suppliers to complete the Statement Relating to Good Standing. This requires a signature on behalf of the company to confirm that none of the matters referred to in Regulation 57(1) (being grounds for mandatory exclusion) or in Regulation 57(6) (being grounds for discretionary exclusion) apply to the supplier.
3. The MOD may disqualify any supplier from the procurement who has been convicted of any of the offences or misconduct listed at Regulation 57(1) and 57(6). If any of the matters referred to in the Statement applies to your company, you must provide additional information on the circumstances, including any remedial action to prevent its recurrence. This additional information, excluding any supporting documentation, shall not exceed 5 A4 pages in total.
4. You are required to report any final convictions or settlements for bid rigging, fraud, bribery, corruption or other dishonest irregularity in connection with procurement and if so, you must demonstrate and provide sufficient evidence of any remedial measures such as but not limited to:

a. any paid or action undertaken to pay compensation in respect of damage caused by the criminal offence or misconduct;

b. what concrete technical, organisational and personnel measures that are appropriate to prevent such behaviour happening again.

5. Any evidence of such anti-competitive behaviour in relation to this procurement procedure could result in you being disqualified from the procedure.

6. The Statement Relating to Good Standing must be signed on behalf of the legal entity seeking to contract for this requirement at Director Level or equivalent.

Yours faithfully,

Donna Niblett

The Statement Relating To Good Standing

Contract Title: FOR THE PROVISION OF PROSTHETIC SERVICES

Contract Number: JFC6A/0022

1. We confirm, to the best of our knowledge and belief, that **(Insert company name here):** including its directors or any other person who has powers of representation, decision or control or is a member (administrative, management or supervisory body) of **(Insert company name here):** has not been convicted of any of the following offences:

- (a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- (b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
- (c) common law offence of bribery;
- (d) bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
- (e) any of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:
 - (i) the offence of cheating the Revenue;
 - (ii) the offence of conspiracy to defraud;
 - (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
 - (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, Article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006;
 - (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
 - (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; or
 - (vii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
 - (viii) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or

- (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Act;
- (f) any offence listed:
 - (i) in section 41 of the Counter Terrorism Act 2008; or
 - (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
- (g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;
- (h) money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;
- (i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
- (j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;
- (k) an offence under section 59A of the Sexual Offences Act 2003
- (l) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994 or under section 71 of the Coroners and Justice Act 2009; or
- (m) any other offence within the meaning of Article 57(1) of Public Contracts Directive –
 - (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
 - (ii) created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made.

2. **(Insert company name here):** further confirms to the best of our knowledge and belief that it:

- (a) being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or is the subject of insolvency or winding-up proceedings, where our assets are being administered by a liquidator or by the court, where we are in an agreement with creditors, where our business activities are suspended or in any analogous situation arising from a similar procedure under the laws and regulations of any State;
- (b) being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
- (c) ~~has not been convicted of a criminal offence relating to the conduct of its business or profession;~~
- (d) has not entered into agreements with other suppliers aimed to at distorting competition;
- (e) has not committed an act of grave misconduct in the course of its business or profession;

- (f) Has had our contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract;
- (g) has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- (h) has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- (i) is not guilty of serious misrepresentation in providing any information required by this Statement;
- (j) in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;
- (k) has fulfilled its obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time.

Organisation's name	
Signed (By Director of the Organisation or equivalent)	
Position	
Date	

PROVISION OF PROSTHETICS

INVITATION TO TENDER (ITT) JFC6A/0022

ITT- TENDER EVALUATION SHEET

TECHNICAL

Technical scores are agreed as accounting for 70% of the evaluation criteria.

The average technical score across the Technical Evaluation Team is calculated using the individual scoring sheets. The Potential Provider who scores the highest technical score is awarded 100 marks and all the other Potential Providers are calculated as a percentage mark of that total.

Please note: The maximum available Technical Marks are 1305 in total. The pass mark required to be deemed technically compliant is: 780 MARKS

COMMERCIAL

Commercial (Price) scores are agreed as accounting for 30% of the evaluation criteria.

The Potential Provider who satisfies all the mandatory criteria and scores the lowest commercially compliant price over the five year period is awarded 100 marks and all other Potential Providers are calculated as a percentage mark of that total

COMBINED

The best value for money order of the bids is established by multiplying the technical score by 0.70 and the commercial score by 0.30 and adding the two figures to obtain a final score and order of preference.

The responsibility of evaluation will sit with the Authority.

EXAMPLE SCORING

Ser	Category	Question	Points		Weighting	Score	Technical Panel Comments
			Maximum Possible	Points Awarded (Column A)			
1	<p>Flexible Service Delivery. Contractor has the capacity to deal with peaks and troughs in demand and cope with sharp variations in patient throughput.</p>	<p>Tenderer is to demonstrate a clear methodology for delivering the required service to meet the levels of demand and the required capacity which:</p> <ul style="list-style-type: none"> • Meets the activities in line with Schedule 1. • Achieves the KPIs (see Annexes A and B of Schedule 1). • Includes the capability to employ, in a timely manner, sufficient qualified personnel to meet the demand. 	5	4	(Column B)	40	

ITT JFC6A/0022

Ser	Category	Question	Points		Weighing	Score	Technical Panel Comments
			Maximum Possible	Points Awarded (Column A)			
1	<p>Flexible Service Delivery. Contractor has the capacity to manage fluctuations in demand/patient throughput in line with Schedule 1, Para 11.a.(1).</p>	<p>Tenderer is to demonstrate a clear methodology for delivering the required service to meet the levels of demand and the required capacity which:</p> <ul style="list-style-type: none"> • Meets the activities in line with Schedule 1. • Achieves the KPIs in line with Schedule 1, Annexes A and B. • Includes the capability to employ, in a timely manner, sufficient qualified personnel to meet the demand. 	5		10		
2	<p>Surge Capability. Contractor has capability to provide surge Manning to support a short notice increase in demand in line with Schedule 1, Paras 11.a.(7) and 11.a.(9).</p>	<p>Tenderer is to provide a surge implementation programme which must:</p> <ul style="list-style-type: none"> • Meet the required standard of delivery in line with the KPIs in Schedule 1, Annexes A and B. • Be fully operational within 2 weeks of request. • Include Prosthetists, Orthotists and Technicians • Include patient transport. • Manufacture/provide prosthetic limbs and orthotic devices. 	5		9		
3	<p>Transition between Sites. Contractor has the capacity to</p>	<p>Tenderer is to demonstrate a clear methodology for delivering a limited rehabilitation service at both</p>	5		10		

	deliver the rehabilitation services at both Headley Court and Stanford Hall during the transition phase in mid-2018 as laid out in Schedule 1, Para 6.	Headley Court and Stanford Hall until: <ul style="list-style-type: none"> Stanford Hall is fully operational; and Headley Court is decommissioned. 					
4	Provision & Manufacture. Contractor has the capability of providing & manufacturing prosthetic limbs and orthotic devices in the required timelines.	Tenderer to provide a clear methodology on how they will deliver prosthetic limbs and orthotic devices within the timelines specified in Schedule 1, Para 11.b.(1) and the KPIs (P5 – P8, and O4 – O7) in Annexes A and B.	5			9	
5	Medical and Healthcare Products Regulatory Agency (MHRA). Contractor complies with the MHRA directive on the manufacture and assembly of prosthetic and orthotic devices.	Tenderer to demonstrate their understanding of the MHRA directive and provide a clear methodology for implementing this programme to ensure compliance with the MHRA directive from the Contract start date.	5			10	
6	Use of Full Market Provision of Prosthetics. Contractor has access to and utilises the full commercial market in the purchase of prosthetic products commensurate with clinical requirement.	Tenderer is to demonstrate how they will utilise the full commercial market to identify and justify the best prosthetics products available commensurate with clinical requirement.	5			7	
7	Provision of Prosthetics. Contractor can provide upper and lower limb prosthetics in line with Schedule 1, Para 11.a.(2).	Tenderer is to demonstrate how they will provide upper and lower limb prosthetics that include the use of current, and where clinically appropriate, developing technology.	5			10	
8	Provision of Orthotics. Contractor can provide orthotic devices in line with Schedule 1, Para 11.a.(3).	Tenderer is to demonstrate how they will provide orthotic devices that include the use of current, and where clinically appropriate, developing technology.	5			10	
9	Carbon Fibre Sockets. All technical staff will be suitably qualified and	Tenderer is to provide evidence of how they will ensure that 100% of Technical staff are trained in carbon fibre socket manufacture prior to commencing	5			7	

	experienced in carbon fibre socket manufacture.	work at DMRC.					
10	Pre-impregnated (Prepreg) Contractor has experience with pre-impregnated products	Tenderer is to provide evidence of their ability and experience in manufacturing and working with pre-impregnated orthotics.	5			9	
11	Technical Support. Contractor can provide technical support in line with Schedule 1, Para 11.a.(18).	Tenderer is to provide evidence of technical support experience in the manufacture of: <ul style="list-style-type: none"> • Prosthetic limbs. • Orthotic devices. 	5			10	
12	Patient Assessment Appointments. Contractor can deliver the full range of patient assessment appointments in line with Schedule 1, Para 11.a.(10) and Annexes A and B.	Tenderer to demonstrate how they will deliver the full range of patient assessment appointments within the timelines specified in Schedule 1, Para 11.a.(10) and Annexes A and B, including: Prosthetics <ul style="list-style-type: none"> • Inpatient assessment within 2 working days following admission to DMRC. • Outpatient appointments within 10 working days of request. • Emergency appointments within 2 working days. Orthotics <ul style="list-style-type: none"> • Inpatient assessment within 2 weeks of admission to DMRC. • Outpatient appointments within 6 weeks of referral. 	5			8	
13	Trauma Care. Contractor has experience in the technical and clinical management of patients with an activity level of K4.	Tenderer is to provide evidence of experience in the technical and clinical management of patients with an activity level of K4.	5			8	
14	Complex Patients. Contractor has experience in treating complex patients.	Tenderer is to provide evidence of experience in treating complex patients.	5			6	
15	High Functional Level Users. Contractor has the ability to provide a progressive	Tenderer to demonstrate how they propose to provide the technical and prosthetic expertise that is required to deliver a High Functional Level Prosthetic Service, including:	5			8	

	prosthetic rehabilitation programme for bi-lateral lower limb amputees with high levels of physical function.	<ul style="list-style-type: none"> Evolving socket technology. Technical limb advances to facilitate high functioning lower limb amputees. 						
16	Advanced Prosthetic Programme. Contractor can provide a service to patients with high level prosthetic user skills in line with Schedule 1, Para 11.a.(8).	Tenderer is to demonstrate how they will provide an Advanced Prosthetic Programme that will maximise patients' future community access and minimise their future disability and cardiovascular risk.	5			8		
17	On-Site Management. Contractor has an on-site manager to lead and provide governance oversight of the prosthetic and orthotic rehabilitation service.	Tenderer is to demonstrate how they will provide on-site management, in line with Schedule 1, Para 11.a.(19), for: <ul style="list-style-type: none"> Leadership and day-to-day management of the rehabilitation services. Overseeing the administrative governance of the rehabilitation service. Delivery of service audits and measurements of performance against KPIs. And for: Prosthetics In line with the KPIs (P12 – P18) in Schedule 1, Annex A. Orthotics In line with the KPIs (O8 – O11) in Schedule 1, Annex B.	5			10		
18	Patient Confidentiality. Contractor maintains patient confidentiality.	Tenderer is to demonstrate how its employees, as part of this contract, will comply with National and MOD policies with regards to patient confidentiality.	5			10		
19	Complaints. Contractor operates a complaints procedure.	Tenderer is to provide evidence of an unambiguous written procedure for handling complaints.	5			8		
20	Clinical Governance. Ensure that the principles of clinical governance underpin the rehabilitation service.	Tenderer is to provide evidence of a clinical governance strategy with a clear methodology on how the framework will be applied in the delivery of the rehabilitation service in line with Schedule 1, Para 27, which includes:	5			10		

21	<p>Quality Assurance. Contractor can comply with MOD legislation in line with Schedule 1, Para 11.c.(1).</p>	<ul style="list-style-type: none"> • Maximising patient safety. • Quality improvement. • Meeting national quality assurance standards. <p>Tenderer is to demonstrate how it will comply with MOD policy on:</p> <ul style="list-style-type: none"> • Engineering. • Quality Assurance. • Training. 	5		10		
22	<p>Medical Alerts. Medical device alerts can be monitored for all devices and components purchased in relation to the contract, in line with Schedule 1, Para 29.</p>	<p>Tenderer is to demonstrate that they have a system in place that:</p> <ul style="list-style-type: none"> • Maintains a full audit trail of all medical device alerts. • Ensures that all Alerts are actioned via a clear and measurable timeframe from the date of receipt. 	5		10		
23	<p>Software Management System. Supply, install and maintain an appropriate prosthetic and orthotic software management system in line with Schedule 1, Para 11.a.(20).</p>	<p>Tenderer is to demonstrate how they will supply, install and maintain a software management system that will be operable from the Contract start date and have the ability to provide the following services:</p> <ul style="list-style-type: none"> • Raise job cards. • Order prosthetic and orthotic components and consumables from across the industry. • Print purchase orders. • Track all prosthetic and orthotic components (e.g. booking in and out to job cards, checking receipt etc). • Carry out part and/or full stock checks. • Establish and maintain stock levels. • Produce reports (e.g. patient component history, component usage, shortages etc). • Produce approval notes and inform the on-site management for invoicing and monitoring of KPI. • Check all received components/parts against order receipts/acknowledgements. 	5		10		
24	<p>Software Management System. Employees are competent in the use of the prosthetic and orthotic software management system.</p>	<p>Tenderer is to demonstrate how they will ensure that:</p> <ul style="list-style-type: none"> • 100% of employees are trained in the use of prosthetic and orthotic software management system from day one of the contract. • All new staff are trained in the use of prosthetic and orthotic software management systems within 	5		8		

25	<p>Qualifications and Experience. Contractor employs Prosthetists and Orthotists that are suitably qualified and experienced in line with Schedule 1, Paras 12 – 18.</p>	<p>1 week of commencing employment.</p> <p>Tenderer is to provide evidence of how they will ensure that at any given time, including day one of the contract:</p> <ul style="list-style-type: none"> • 100% of Prosthetists and Orthotists are registered with the HCPC. • All Prosthetists and Orthotists are conversant with the guidelines published in the British Association of Prosthetists and Orthotists 2000. • A minimum of 80% of Prosthetists and Orthotists have at least 2 years post-registration experience in the care of amputees (see Schedule 1, Para 13). • The number of Prosthetists and Orthotists with less than 2 years post-registration experience in the care of amputees does not exceed 30% of the total number of registered Prosthetists and Orthotists who will have patient contact during any normal working day (see Schedule 1, Para 14). 	5	10			
26	<p>Research and Development. Contractor has that capability and commitment to R&D within the prosthetic industry in line with Schedule 1, Para 11.g.</p>	<p>Tenderer is to provide details of any previous contributions made to R&D within the prosthetics industry.</p>	5	4			
27	<p>Training. Contractor can provide training to MOD Technicians in line with Schedule 1, Para 11.f.(1).</p>	<p>Tenderer is to demonstrate how they will provide training to MOD Technicians in the following subjects for prosthetic limbs and orthotic devices:</p> <ul style="list-style-type: none"> • Manufacture. • Adjustment. • Repair. 	5	8			
28	<p>Continuous Professional Development (CPD). Provision of a comprehensive training package for Prosthetists, Orthotists and Technicians.</p>	<p>Tenderer is to provide details of a training strategy that demonstrates a commitment to CPD for Prosthetists, Orthotists and Technicians, in line with the HCPC and Schedule 1, Para 11.f.(2).</p>	5	8			
29	<p>New Limb Technology. Staff are competent in the use of new major limb component technology as it becomes available for use within the contract.</p>	<p>Tenderer is to provide evidence of a documented training strategy for new limb technology which identifies:</p> <ul style="list-style-type: none"> • Training objectives. • Timescales to manage the integration of new technology advancements. 	5	7			

TENDER EVALUATION - DEFFORM 47 SECTION D

JFC6A/0022

30	Interface with the NHS. Contractor has an interface with the NHS	Tendere is to provide a methodology for effective handover of patient treatment to the NHS, for patients who's care is discharged from DMRC to the NHS.	5		9		
		TOTAL SCORE					

Technical Evaluation Weighting – each question has a weighting listed against it using a 1 to 10 weighting scale, with 10 being the highest weighting.

Technical Evaluation Scoring – scores should be awarded on the basis of the Evaluators' confidence, generated by the Tenderer's response, that the Tenderer has the competencies to meet the technical requirement as follows:

0	Not Answered	Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.
1	Poor	The response addresses some of the elements of the requirement but does not fully detail or explain how the requirement will be fulfilled
2	Partially Acceptable	The response addresses half of the elements of the requirement but contains insufficient / limited detail or explanation how the requirement will be fulfilled
3	Acceptable	The response addresses the majority of the elements of the requirement but does not fully detail or explain how the requirement will be fulfilled
4	Good	The response is sufficiently detailed and demonstrates a good understanding and provides details of how the requirement will be fulfilled
5	Excellent	The response is comprehensive, unambiguous and demonstrates a thorough understanding of requirement and provides details of how the requirement will be met in full.

Commercial (Pricing) Criteria

The Pricing evaluation consists of the Potential Providers submitting commercially compliant, pricing for the requirements detailed within Schedule 2 the Schedule of Requirements for Services for Contract – JFC6A/0022 – as required by the Authority.

It is intended that all bids will be evaluated on pricing by the total charge to the Authority over the entire, potential 60 month contact term

Commercial Scoring Scheme

The total 60 month duration costs submitted by each potential provider will be allocated a score proportionate to the lowest commercially compliant submitted scored bid for the total 60 month duration costs. Therefore, the lowest contractual commercially compliant scored bid will be awarded a maximum weighted score of 30 with the scores for remaining bids determined by the proportionate variance from lowest bid.

This is calculated by dividing the bid which has the lowest commercially compliant, total 60 month duration charge by the individual Potential Providers commercially compliant, total 60 month duration bid total, then multiplying the result by 100 to get the actual Commercial score for each Potential Providers bid, as below:

$$\frac{\text{Commercially compliant, total 60 month duration charge}}{\text{Potential Providers Bid commercially compliant, total 60 month duration Charge}} \times 100 = \text{Actual Commercial score achieved}$$

$$\frac{\text{Actual Commercial score}}{\text{Actual Commercial score achieved}} \times 100 = \text{Commercial Section score out of 30}$$

Worked Example

Potential Provider	Commercially Compliant, Total 60 Month Duration Cost (£)
A	100,000
B	200,000
C	400,000

$$\begin{aligned} \text{Potential Provider A - Actual Commercial Score} &= 100,000 / 100,000 \times 100 = 100 \\ \text{Potential Provider B - Actual Commercial Score} &= 200,000 / 100,000 \times 100 = 50 \\ \text{Potential Provider C - Actual Commercial Score} &= 400,000 / 100,000 \times 100 = 25 \\ \text{Potential Provider A - Weighted Commercial Score} &= 100 \times 0.30 = 30 \\ \text{Potential Provider B - Weighted Commercial Score} &= 50 \times 0.30 = 15 \\ \text{Potential Provider C - Weighted Commercial Score} &= 25 \times 0.30 = 7.5 \end{aligned}$$

THE ELECTRONIC TRANSACTIONS AGREEMENT

Between

And

SECRETARY OF STATE FOR DEFENCE

**MINISTRY OF DEFENCE
Electronic Transactions Agreement**

THIS AGREEMENT comprises the General Clauses for electronic transactions.

The terms of this Agreement shall govern the conduct and methods of operation between the parties in relation to the electronic exchange of data for the purposes of or associated with the supply of Contractor Deliverables pursuant to those contracts which reference it. Except as otherwise provided in the appended terms, the terms do not apply to the substance of the data transfer. This Agreement shall have the date of and be effective from the date of the last signature hereunder.

AGREED

For and on behalf of:

For and on behalf of:

Secretary of State for Defence

Signature: _____

Signature: **DONNA NIBLETT**

Name: _____

Name: **DONNA NIBLETT**

Position: _____

Position: **COMMERCIAL MANAGER**

Date: _____

Date: **5th September 2016**

Whose Registered Office is at:

Whose Address is:

JFC6A, ROOM 1.2.24.
KENTIGERN HOUSE
65 BROWN STREET
GLASGOW
G2 8EX

Agreement reference number: **MOD/
/Corp.DEFFORM 30 Edn 04/15**

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Electronic Transactions

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Annex A	Message Implementation Guidelines (MIGs) and additional requirements and information applicable to this Agreement

1. Definitions

- a. In this Agreement, in addition to the definitions in DEFCON 501 (or Schedule 1 of Standardised Contracting Templates 2 (SC2) or 3 (SC3)):
- i. **"Acknowledgement of Receipt"** means the procedure by which, on receipt of a Message, the logical presentation or form are checked, and a corresponding acknowledgement or rejection is sent by the receiver;
 - ii. **"Adopted Protocol"** means the method(s) for the Interchange of Messages between the respective Parties and an intermediary appointed pursuant to Clause 8 for the presentation and structuring of the transmission of Messages as defined in Annex A
 - iii. **"Associated Data"** means that data which accompanies a Message but may not be in the Adopted Protocol; such data may include header information, protective markings, designations, Electronic Signatures, date and time of transmission and of receipt;
 - iv. **"Data"** means all Messages and Associated Data transmitted, received or stored in a digital form;
 - v. **"Data File"** means a single record or collection of data records that are logically related to each other, and are handled as a unit;
 - vi. **"Data Log"** means a complete record of all Data Interchanged representing the Messages and their Associated Data between the parties;
 - vii. **"Purchase to Payment Gateway" or "ePurchasing"** mean the service provided by the party under contract to the Authority to manage the electronic receipt, transmission and translation of messages exchanged between the Authority and its suppliers;
 - viii. **"Electronic Signature"** means anything in electronic or digital form incorporated into or otherwise logically associated with an electronic communication for the purpose of establishing the authenticity of the communication or its integrity, or both;
 - ix. **"Expunge"** means the removal of the information contained in a Message document such that the content of the Message is removed from the system in a manner which precludes its retrieval (but with no obligation in respect of the record of its receipt);
 - x. **"Functional Acknowledgement"** means an acknowledgement Message by the receiving party's computer software application which automatically confirms the receipt of a Message at the moment of receipt;
 - xi. **"Interchange"** means the electronic exchange of Data between the Parties using the Adopted Protocol;

- xii. **"Message"** means Data structured in accordance with the Adopted Protocol and transmitted electronically between the parties including where the context admits any part of such Data.

2. Scope

- a. The Messages to be exchanged under this Agreement are detailed in the Message Implementation Guidelines referred to in Annex A, which also includes guidance on how these should be profiled.
- b. This Agreement shall apply to all Messages passed between the parties using the Adopted Protocol. The parties agree that all such Messages shall be transmitted in accordance with the provisions of this Agreement.
- c. The parties may agree additional or alternative terms to reflect additional or different requirements which they may have for the Interchange of Messages, which terms shall form part of this Agreement.

3. Security of Data

- a. Each of the parties shall:
 - i. ensure as far as reasonably practicable, that Data is properly stored, is not accessible to unauthorised persons, is not altered, lost or destroyed and is capable of being retrieved only by properly authorised persons;
 - ii. subject to the provisions of Sub-Clause 8.a. ensure that, in addition to any security, proprietary and other information disclosure provision contained in the Contract, Messages and Associated Data are maintained in confidence, are not disclosed or transmitted to any unauthorised person and are not used for any purpose other than that communicated by the sending party or permitted by the Contract;
 - iii. protect further transmission to the same degree as the originally transmitted Message and Associated Data when further transmissions of Messages and Associated Data are permitted by the Contract or expressly authorised by the sending party.
- b. The sending party shall ensure that Messages are marked in accordance with the requirements of the Contract. If a further transmission is made pursuant to Sub-Clause 3. a. iii. the sender shall ensure that such markings are repeated in the further transmission.
- c. The parties may apply special protection to Messages by encryption or by other agreed means, and may apply designations to the Messages for protective Interchange, handling and storage procedures. Unless the parties otherwise agree, the party receiving a Message so protected or designated shall use at least the same level of protection and protective procedures for any further transmission of the Message and its Associated Data for all responses to the Message and for all other communications by Interchange or otherwise to any other person relating to the Message.

- d. If either party becomes aware of a security breach or breach of confidence in relation to any Message or in relation to its procedures or systems (including, without limitation, unauthorised access to their systems for generation, authentication, authorisation, processing, transmission, storage, protection and file management of Messages) then it shall immediately inform the other party of such breach. On being informed or becoming aware of a breach the party concerned shall:
 - i. immediately investigate the cause, effect and extent of such breach;
 - ii. report the results of the investigation to the other party;
 - iii. use all reasonable endeavours to rectify the cause of such breach.
- e. Each party shall ensure that the contents of Messages that are sent or received are not inconsistent with the law, the application of which could restrict the content of a Message or limit its use, and shall take all necessary measures to inform without delay the other party if such an inconsistency arises.

4. Authenticity of Messages

- a. Each Message shall identify the sending party and receiving party and its authenticity shall be verified by the means specified in the Adopted Protocol.
- b. The parties agree not to contest the authenticity, admissibility or enforceability of Messages under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the party to be bound thereby. Messages, when printed from electronic files and records established and maintained in the normal course of business will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

5. Integrity of Messages

- a. The sending party shall ensure as far as is reasonably practicable that all Messages are complete, accurate and secure against being altered in the course of transmission and, subject to Sub-Clauses 5.b. 5.d. and 15, shall be liable for the direct consequences of any failure to perform its obligations under this Sub-Clause 5.a.
- b. Each party will accord all Messages the same status as would be applicable to a document or to information sent other than by electronic means, unless a Message can be shown to have been corrupted as a result of technical failure on the part of a machine, system or transmission line involved in the process of Interchange.
- c. Upon either party becoming aware that a Message has been corrupted or if any Message is identified as incorrect then that party shall inform the other and the sending party shall re-transmit the Message as soon as practicable with a clear indication that it is a corrected Message. Any liability of the sending party which would otherwise accrue from its failure to comply with the provisions of this Sub-Clause 5.c. shall not accrue if Sub-Clause 5.d. applies.

- d. Notwithstanding Sub-Clauses 5.a. and 5.c. the sending party shall not be liable for the consequences of a corrupted or incorrect transmission or any failure to re-transmit if the error is or should in all the circumstances be reasonably obvious to the receiving party. In such event the receiving party shall immediately notify the sending party thereof.
- e. If the receiving party has reason to believe that a Message is not intended for them they shall notify the sending party and if so requested by the sending party shall, so far as is reasonably possible, Expunge from its system the information contained in such Message.

6. Acknowledgement of Receipt of Messages

- a. Except where the Interchange of Messages takes place solely within ePurchasing, immediately upon receipt of a Message at its receipt computer, the receiving party's receipt computer shall automatically transmit a Functional Acknowledgement in return and additionally the sender may request an Acknowledgement of Receipt.
- b. An Acknowledgement of Receipt is required unless stipulated in the Contract to the contrary.
- c. Where an Acknowledgement of Receipt is required, the receiver of the Message to be acknowledged shall ensure that the acknowledgement or a rejection is sent within the time limit specified in the Contract or in Annex A to this Agreement if applicable or, if no limit is specified, within a reasonable period of time.
- d. Where an Acknowledgement of Receipt is required, if the sender does not receive the Acknowledgement of Receipt or rejection within the time limit applicable, or, if no time limit is specified, within a reasonable time, the sender may, upon giving notice to the receiver, treat the message as having no force or effect.
- e. Acknowledgement in accordance with this clause shall not be deemed to constitute acceptance of any offer contained in any Message. Acceptance of an offer contained in any Message which is intended to create a legally binding obligation shall be in accordance with the provisions of the Contract.
- f. A Message shall be understood to have been received from the sender:
 - i. if transmitted between 09.00 and 17.00 hours on a business day (recipient's time) on receipt by the sender of a Functional Acknowledgement; or
 - ii. if transmitted at any other time, at 09.00 on the first business day (recipient's time) on receipt by the sender of a Functional Acknowledgement; or
 - iii. if the Interchange of Messages takes place solely within ePurchasing, at the moment a Message is completed by pressing the submit button if transmitted between 09.00 and 17.00 hours on a business day (recipient's time) or if transmitted at any other time, at 09.00 on the first business day (recipient's time).

7. Storage of Data

- a. Each party shall maintain a Data Log or shall cause an intermediary to maintain a Data Log recording all Messages and Associated Data as sent and received without modification.
- b. The Data Logs may be maintained as Data Files on computer or by other suitable means provided that a copy of the Data can be readily retrieved and presented in human readable form. Procedures to enable a secure means of archiving Data Logs shall be detailed in the Contract or agreed between the parties.
- c. Each party shall be responsible for making such arrangements as may be necessary for the Data contained in its Data Log to be prepared as a correct record of the Messages and Associated Data as sent or received by that party. In the event that a party has destroyed its Data Log, the other party shall have no obligation to furnish it with any information recorded in its Data Log.
- d. Each party shall ensure that:
 - i. it has appointed an identifiable person responsible for the operation and management of that party's data processing system concerned with the interchange of Messages; and
 - ii. the person responsible for the data processing system concerned with the Interchange of Messages, or such other person as may be agreed by the parties or required by law, shall certify that the Data Log and any reproduction made from it is correct and complete.

8. Intermediaries

- a. Subject to Clause 15 if either party uses the services of an intermediary to transmit, log, store or process Messages, that party shall be responsible for any acts, failures or omissions by that intermediary in its provision of the said services as though they were his own acts, failures or omissions. The Authority shall be liable as between the Authority and the Contractor for any acts, failures or omissions of ePurchasing in its provision of the services of an intermediary as though they were the acts, failures or omissions of the Authority.
- b. Any party using an intermediary shall ensure that it is a contractual responsibility of the intermediary that no change in the substantive data content of the Messages to be transmitted is made and that such Messages are not disclosed to any unauthorised person.

9. Term and Termination

- a. This Agreement shall take effect as of the date of last signature and shall remain in full force and effect until terminated by either party upon giving one month's notice to the other. Any termination of this Agreement shall not affect contracts that call it up by reference prior to that termination.

- b. Notwithstanding termination for any reason, Clauses 3, 7 and 8 shall survive termination of this Agreement.
- c. Termination of this Agreement shall not affect any action required to complete or implement Messages which are sent prior to such termination.

10. Interruption of Service

- a. The parties acknowledge that service may be interrupted at times during the course of this Agreement. In such circumstances, the parties shall immediately consult each other on the use of alternative forms of communication to be used, including facsimile, telephone or paper. Any alternative forms of communication shall not be controlled by this Agreement.
- b. Applicable only in the absence of a relevant clause in the Contract:
 - i. Subject to Sub-Clause 10. a., a party shall not be deemed to be in breach of this Agreement by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any interruption of service or incident of Force Majeure as described in Sub-Clause 10.b.iii. below, of which he has notified the other party without delay
 - ii. The time for performance of that obligation shall then be extended accordingly. Sub-Clause 10. b. i. shall not operate so as to relieve liability for any matter which is a breach of Clause 3 of this Agreement
 - iii. For the purposes of this Agreement, Force Majeure means, in relation to either party, any circumstances beyond the reasonable control of that party.

11. Invalidity and Severability

In the event of a conflict between any provision of this Agreement and any law, regulation or decree affecting this Agreement, the provisions of this Agreement so affected shall be regarded as null and void or shall, where practicable, be curtailed and limited to the extent necessary to bring it within the requirements of such law, regulation or decree but otherwise it shall not render null and void other provisions of this Agreement.

12. Notices

The provisions of DEFCON 526 (or Condition H3 if you are using SC2 / SC3) shall apply.

13. Precedence

In the event of any conflict between the terms of this Agreement and the Contract, then the terms of the Contract shall prevail in relation to the substance of the Messages in connection with the Contract.

14. Virus Control

Each party and its intermediary (if any) shall operate at all times a virus control check for all Interchange of Messages.

15. Limit of Liability

- a. Each party agrees that, in relation to any claim, or series of connected claims, including claims for negligence but excluding claims resulting from wilful misconduct, arising from any delay or omission or error in the electronic transmission or receipt of any message pursuant to this Agreement, the liability of either party to the other shall be limited to £10,000 (exclusive of VAT), or where the Contract provides otherwise, to such other amount as is specified in the Contract.
- b. For the avoidance of doubt, liability in relation to any claim arising under the Contract shall be determined in accordance with the Contract.
- c. In the event that a delay, omission or error as referred to in Clause 15a occurs, which causes a delay in the performance of an obligation by either party under the Contract, the period for the performance of that obligation by the affected party shall be extended by a period of time equal to the period of any such delay, omission or error.

16. Entire Agreement

This Agreement, including Annex A and any documents expressly referred to in this Agreement, represents the entire agreement between the parties and supersedes all other agreements oral or written, and all other communications between the parties relating to the subject matter hereof provided that nothing in this Clause shall exclude any liability for fraudulent misrepresentation.

Message Implementation Guidelines (MIGs)

The current and applicable MIG as approved by the MOD within this agreement can be viewed on the D2BTrade Website: <http://www.d2btrade.com>.

INVITATION TO TENDER JFC6A/0022 – PROVISION OF PROSTHETIC SERVICES

SUMMARY STATEMENT

Provision of a Prosthetics and Orthotic Rehabilitation Service to the Ministry of Defence. The service will initially be delivered at the Defence Medical Rehabilitation Centre (DMRC) at Headley Court, Epsom, Surrey; however, following a transition phase in mid-2018, it is the Authority's intent that the DMRC will relocate to Stanford Hall, Loughborough, Nottinghamshire. The Contract shall apply for the initial period from 01 January 2017 to 31 December 2019, including the facility to extend for a maximum of two additional years – to 31 December 2021, subject to the Authority's right of earlier termination. The DMRC provides a key element of the tiered Defence Medical Rehabilitation Programme, delivering concentrated residential and out-patient rehabilitation for Armed Forces personnel with complex musco-skeletal disorders and injuries. This includes rehabilitation for patients with complex trauma injuries, rehabilitation following neurological injury or illness, as well as for patients with joint and soft tissue disease. The military patients present a unique challenge; they have high expectations for service provision and for their future function. The average age of patients is 20-45 and their activity level is K4. The whole spectrum of prosthetic and orthotic rehabilitation is required, including: clinical delivery (approximately 52 prosthetic and orthotic sessions per week and 73 technical sessions per week); on-site management; provision and manufacture of prosthetic and orthotic devices; engineering quality assurance; limb component tracking; training; and research. The Contractor will be required to provide limbs by accessing the whole available market range and must include the use of current and developing technology commensurate with patient and MoD requirements. The successful contractor will provide a high quality rehabilitation service tailored to meet the needs of the patient population, delivering both inpatient and outpatient care. In the event of prolonged periods of increased throughput, which may exhaust the capacity of the prosthetic facilities at DMRC, the Contractor must be prepared to undertake additional services in alternative off-site facilities, sourced and provided by the contractor. The contract will be awarded to one supplier for the whole of the service and will not be split into lots. The contractor needs to ensure that clinical practice is supported by appropriate research and development activity and ensure that prosthetists are registered with the Health Professionals Council and be conversant with the guidelines published by the British Association of Prosthetist and Orthotists (BAPO, 2000).

This requirement is being tendered under 'OPEN' procedure, bids must be submitted by 10am on Thursday 13th October 2016 to the address stated in the 'Invitation to Tender' documents.

Not to be used for
General correspondence
with the Ministry

COMPETITIVE TENDER

AFFIX
STAMP
HERE

**DEF Commercial CC-JFC 6
TENDER BOARD
Room 1.2.24
Kentigern House
65 Brown Street
Glasgow
G2 8EX**

TENDER NO: JFC6A/0022

DUE Date: 13th OCTOBER 2016

Time: 10.00 am

DEFFORM 28
(Edn 4/97)
