|  |  |
| --- | --- |
|  | Karen Wiley  Air Commercial  Flowerdown Hall  RAF Cosford  Wolverhampton  WV7 3EX  Email: [karen.wiley895@mod.gov.uk](mailto:karen.wiley895@mod.gov.uk)  Phone: 0300 169 2985 |

|  |  |
| --- | --- |
|  |  |
| Address Line 1 | Your Reference: |
| Address Line 2 |  |
| Address Line 3 | Our Reference: 700707390 |
| Address Line 4 |  |
|  | Date: 31 March 2021 |
| FAO |  |
|  |  |

Dear Sir/Madam,

Invitation To: Tender Reference Number: 700707390- Provision of a Water Cooling Towers Monitoring and Maintenance Service at HMS Sultan

1. You are invited to tender for the Provision of a Water Cooling Towers Monitoring and Maintenance Service at HMS Sultan in accordance with the attached documentation.
2. The anticipated date for the contract award decision is May 2021, please note that this is an indicative date and may change.
3. You must submit your Tender no later than 30 April 2021
4. Please confirm receipt of this tender to Miss Karen Wiley stated in the E-mail address karen.wiley895@mod.gov.uk.

Yours faithfully

K Wiley

Karen Wiley

Commercial Officer

Air Commercial

General Acquisition DCTT

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**DEFFORM 47R (SC1A)**

Edition 12/16

**Invitation To Tender**

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

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

2. In addition to the Notices and Instructions specified elsewhere in the Invitation to Tender (ITT) the following shall also apply: N/A

**SC1A ITT - Competitive**

**Contents**

**SC1A ITT Comp**

**(Edn 15 Feb 21)**

**Ministry of Defence**

**Invitation to Tender (ITT)**

**Less Complex Requirements**

**(Competitive)**

|  |  |
| --- | --- |
| To: | ITT Reference No: 700707390  ITT Issue Date: 31 March 2021  Due for return by (Due Date): 30 April 2021 |
|  | From: Air Commercial  Address: Flowerdown Hall, RAF Cosford, Wolverhampton, WV7 3EX  MOD Commercial Officer: Karen Wiley  Tel No: 0300 169 2985  Email: karen.wiley895@mod.gov.uk |

**This ITT consists of:**

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

2. Annex A - Offer.

3. Annex B - Tender Evaluation Criteria.

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

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

6. MOD Terms and Conditions for Less Complex Requirements

7. DEFFORM 68 (see Clause 9 of Terms and Conditions)

**The Tenderer must return:**

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

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

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

**Invitation to Tender – Competitive**

**Notices To Tenderers**

1.        You are invited to tender, in accordance with the following Conditions, for the supply of Deliverables detailed in the accompanying ITT Material. **The issue of an ITT is not a commitment by the Secretary of State for Defence - ‘the Authority’ - to place an order as a result of the tendering exercise or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance thereof, is a matter solely for the commercial judgement of your company. The Authority reserves the right to:**

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

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

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

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

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

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

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

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

**Publicity Announcement**

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

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

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

a.        Contractor’s Name;

b.        Nature of the Deliverables to be supplied;

c.        Award criteria;

d.        Rationale for Contract award;

e.        Total price of the Contract awarded.

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

**Codes of Practice**

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

**Submission of Tender**

7.        Tenderers must:

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

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

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

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

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

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

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

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

11.        The Defence Sourcing Portal is security accredited to OFFICIAL-SENSITIVE. Material that is protectively marked above this classification must not be uploaded. Please contact karen.wiley895@mod.gov.uk if you have a requirement to submit documents above OFFICIAL SENSITIVE.

12.        You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the Defence Sourcing Portal. You must contact karen.wiley895@mod.gov.uk to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

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

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

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

**Formation of Contract**

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

**Instruction to Tenderers**

1.        **Small and Medium-sized Enterprises** The Authority is committed to supporting the Government’s small and medium-sized enterprise (SME) initiative; its ambitious target is that every £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of MOD spending should be spent with SMEs by 2020; this applies to the money which the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an SME.

A key aspect of the Government’s SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the Prompt Payment Code.

Suppliers are also encouraged to work with the Authority to support the Authority’s SME initiative. Information on the Authority’s purchasing arrangements, our commercial policies and our SME policy can be found at Gov.UK.

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

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

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

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

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

7.        **Completion of Tender**

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

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

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

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

10.        **ITT Material**

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

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

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

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

11.        **Samples**

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

(1)        The Tenderer's name and address.

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

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

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

12.        **Notification of Inventions etc.**

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

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

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

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

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

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

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

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

13.        **Ozone Depleting Substances** The Tenderer must state whether the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly.

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

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

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

a.        Tenderers should be aware that, if they are awarded the Contract, the content of the Contract may be published by the MOD to the general public in line with government policy set out in the Prime Minister’s letter of May 2010 (<https://www.gov.uk/government/policies/improving-the-transparency-and-accountability-of-government-and-its-services>).

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

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

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

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

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

18.        **Conflicts of Interest**

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

b.        Accordingly, Tenderers shall notify immediately the Authority of any current or potential CoI relating to the requirement and shall give particulars of every instance.

c.        Where the Authority permits the Tenderer or any entity within the Tenderer’s potential supply chain or any entity providing advisory services to the Tenderer or its potential supply chain to work on both the client and supply side, the Contractor shall, as a legally binding agreement or Condition of Contract, be required to:

(1)        Adopt a formally agreed, legally binding, Compliance Regime (CR) between the Authority and the Contractor. This shall include but not be limited to:

(a)        Manner of operation and management;

(b)        Roles and responsibilities;

(c)        Standards for integrity and fair dealing;

(d)        Levels of access to and protection of competitors sensitive information and Government Furnished Information;

(e)        Confidentiality / Non-Disclosure Agreements (NDA’s)(e.g. DEFFORM 702);

(f)        The Authority rights of audit;

(g)        Physical and Managerial separation.

(2)        Identify potential or actual Conflicts of Interest;

(3)        Investigate breaches.

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

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

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

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

23.        **Confidential Information.** All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government, in particular, they report to the Cabinet Office and HM Treasury for all expenditure, Further , the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.

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

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

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

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

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

**Annex A**

**Annex A**

**SC1A ITT Ref No**

**Ministry of Defence**

**TENDER**

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

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

The following additional information is provided:

|  |  |
| --- | --- |
| **Notification of Inventions** | |
| Please state below details invention or design, other restriction and any allegation of infringement specified in Paragraph 12.b and 12.d (continue on a separate sheet if necessary). | |
| **Ozone Depleting Substances** | |
| Please state below details of the use of substances specified in Paragraph 13, or state “NIL RETURN” (continue on a separate sheet if necessary). | |
| **Asbestos** | |
| By signing this Offer, the Contractor confirms that the Deliverables do not incorporate asbestos as specified in Paragraph 15 | |
| **Premises where Contract will be performed (if applicable)** | |
| The Deliverables, or any part of them supplied under this Contract resulting from this Tender will be manufactured and or bought in from premises detailed below: | |
| **Value of Tender (excluding VAT)** | |
| Total cost of Deliverables, including packaging, required computed at the Tenderer's quoted price        £    Total value of tender (to be repeated below in WORDS)  £ (WORDS:     ) | |
| **Value Added Tax** | |
| If registered for Value Added Tax purposes, please insert    a.        Registration No    b.        Total amount of Value Added Tax payable on this tender (at current rate(s))        £ | |
| **Transparency** | |
| Should the Tenderer be awarded a Contract resulting from this tender, it understands that the Authority may publish the content of the Contract to the general public. The Commercially Sensitive Information which forms part of the Purchase Order is completed to assist the Authority in applying the appropriate exemptions in the FOIA and the EIR. | |
| 1. We certify that the offer made in connection with the above tender is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any third party. Arrangement in this context includes any transaction or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:  a. the offered price has not been divulged to any third party person,  b. no arrangement has been made with any third party that they should refrain from tendering,  c. no arrangement with any third party has been made to the effect that we will refrain from bidding on a future occasion,  d. no discussion with any third party has taken place concerning the details of either’s proposed price, and  e. no arrangement has been made with any third party otherwise to limit genuine competition.  2. We understand that any instances of illegal cartels, market sharing arrangements or other anti-competitive practices, suspected by the Ministry of Defence will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.  3. We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.  4. We agree that the Authority may share the Contractor’s information / documentation (submitted to the Authority during this procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A. | |
| **Dated this       day of       Year** | |
| **Signature:**                                **In the capacity of**                                          (State official position e.g. Director, Manager, Secretary etc.) | |
| **Name:** (in BLOCK CAPITALS)      **duly authorised to sign this tender for and on behalf of:**      (Tenderer's Name) | **Postal Address:**        **Telephone No:**    **Telex No:**    **Fax No:**    **Email:** |

**Annex B**

**ANNEX B**

**SC1A ITT Ref No**

**Ministry of Defence**

**Technical Evaluation Criteria**

**Contents**

1. Purpose
2. Evaluators
3. Criteria
4. Marking of Responses
5. The Technical Evaluation Process
6. Moderation of Evaluators
7. Results from Pass/Fail Criteria
8. Technical Compliance
9. Provision of Results to Tender
10. **Purpose**
    1. This Annex details the process which the technical elements of the Tenders submitted in response to this Invitation to Tender (ITT) will be evaluated, including the criteria the Tenderer is required to address and the weightings of these criteria. The technical elements consist of the solution proposed by the Tenderer to deliver the outputs detailed within the Statement of Requirement (SoR) within the limitations described within the SoR and associated Terms and Conditions.
11. **Evaluators**
    1. The response to the technical elements of this ITT will be assessed by a team of Subject Matter Experts (SMEs) deemed appropriate by the Authority. These SMEs will evaluate each Tender and will be referred to further in this Annex as the evaluators.
12. **Criteria**
    1. The technical evaluation criteria are set out at Appendix 1 and Appendix 2 including the marking method and any weighting applied to the criteria.
13. **Marking of Responses**
    1. All criteria will be marked using the relevant marking matrices detailed below:
       1. **Pass / Fail** - Where the marking method for a criterion is **Pass or Fail** then the Tender will be marked in accordance with Table 1 detailed below:

**Table 1 - Technical Evaluation Marking for Pass / Fail Criteria**

| **Mark** | **Proposed Solution** |
| --- | --- |
| Pass | The Tender shows **all** of the following:  1. The Tenderer has demonstrated that the solution is fully deliverable; evidence for this:   * Details how the capability will be delivered. * Complies with necessary standards detailed in the criteria and recognises key constraints. * Shows efficiencies in the use of resources.   2. Any effects on the Authority resulting from the Tenderer’s solution are acceptable. |
| Fail | The Tender shows **any** of the following:  1. The Tenderer has failed, or only partially, demonstrated that the solution is deliverable; evidence for this:   * Vaguely details how the capability will be delivered. * Only complies with necessary standards detailed in the criteria but does not recognise key constraints. * Does not clearly show efficiencies in the use of resources.   2. Some effects on the Authority resulting from the Tenderer’s solution are undesirable. |

* 1. The Tenderer is to respond using the Defence Sourcing Portal (DSP). The Technical Evaluation criterion have been provided at Appendix 2 however all responses must be uploaded to the corresponding criterion located within the Technical Envelope. The responses to the criterion detailed within the Appendix and the DSP Technical Envelope are to be clear and concise; responses that are unclear or unstructured may result in the Tenderer receiving a lower mark due to the difficulty for the evaluators to identify the information.
  2. Where the Tenderer does not upload their response to the DSP, then the Tenderer’s response will not be evaluated and be deemed non-compliant.

1. **The Technical Evaluation Process**
   1. The Tenderers solution to the technical elements of this ITT are to address all of the responses required and detailed in Appendix 2. These responses will be assessed by a team brought together by the Authority as detailed at Section 2. The Tenderer’s solution to each technical criterion will be assessed for compliance by the evaluators.
   2. Once each response has been fully considered then either a Pass or Fail mark will be awarded.
2. **Moderation of Evaluations**
   1. Once all evaluators have completed their evaluations then a moderation exercise will be undertaken. The moderation will review disparities between the markings awarded by the evaluators.
   2. The moderation may result in evaluators being requested to reconsider the original mark awarded.
   3. Where the moderation determines that a Tenderer’s response is found to have areas of minor uncertainty the evaluators may request, via the relevant Commercial Officer, a Clarification Question (CQ) to be raised. On the return of the response of the CQ by the Tenderer, the evaluators will re-evaluate the relevant criteria using the response to the CQ in a reiteration of the Technical Evaluation Process detailed above at Section 5.
   4. CQs will only be raised if there seems to be areas of minor misunderstanding as to the meaning of the Tender by the evaluators or where the evaluators perceive there to have been a genuine mistake by the Tenderer. Where a Tenderer has not submitted a response, omits responses to criteria, or has significant areas of non-compliance then a CQ will not be raised.
3. **Results from Pass / Fail Criteria**
   1. For those criteria, which will be marked on a Pass / Fail basis, then the following will apply.
   2. Where multiple evaluators are assigned to assess the Tenderer’s response then a consensus of the result of each criteria from each evaluator will be used to create a Consensus Result. Where any one evaluator marks the criteria as a Fail then the Consensus Result will default to Fail.
   3. No Weightings will be applied to those criteria marked on a Pass / Fail basis.
4. **Technical Compliance**
   1. Unless otherwise stated against a particular criterion, the material detailed in this Section shall be used to determine if a Tenderer’s bid is deemed to be technically compliant or non-compliant.
   2. Where there is a Fail in any part of those criteria marked as Pass or Fail then the Tenderer’s bid will be considered to be technically non-compliant.
   3. Where a Tenderer’s bid is deemed to be technically non-compliant, the Tenderer’s bid will not be taken forward for a Commercial score to be awarded.
   4. Where a Tenderer’s bid is deemed to be technically compliant, then the Final Technical Score shall be the measure that will be used for reconciliation with the Commercial score to determine the “Winning Tenderer” in accordance with the weightings detailed at Appendix 1.
5. **Provision of Results to Tenderers**
   1. The Successful Tenderer or Tenderers will not, by default, be provided with a breakdown of the technical evaluation. Such a breakdown of their results may be requested through the relevant Commercial Officer.
   2. Unsuccessful Tenderer or Tenderers will be provided with the following level of breakdown of the technical evaluation provided in the Notification of Contract Award Decision letters issued following completion of the competition:
      1. For criteria marked on a Pass / Fail basis, the Tenderer will be provided with the Consensus Result displaying if the Tenderer has achieved a Pass or Fail mark in accordance with the marking matrix at Section 4.
      2. For all criteria, the reasons for the mark provided to the Tenderer.
      3. For all criteria, the relative mark of the Successful Tenderer(s) and the Successful Tenderer(s)’s relative characteristics and advantages.

**Appendix 1 Specific Tender Evaluation Details 700707390**

Provision of a Water-Cooling Towers Monitoring and Maintenance Service at HMS Sultan

**Weighting between Technical and Commercial elements**

* 1. The award of a Contract for this Requirement shall be based on the Lowest Priced Technically and Commercially compliant tender. The award shall be to the supplier who offers the lowest price Technically and Commercially compliant bid. Where a supplier’s bid is not Technically and Commercially compliant then the bid will not be considered on price.
  2. Although there are no weightings attributed to the Technical and Commercial elements, the DSP may display “percentage weight” as the scoring method within the envelopes. The scoring within the DSP will be pass/fail, weightings will not apply. The award for this tender event will be as specified at 1.1.

1. **Technical Evaluation Criteria**
   1. All technical question asked are subject to a pass fail/mark as detailed in Table 1 below:

**Table 1 - Marking Method and Weightings**

| **Criteria** | **Marking Method** | **Weighting (%)** |
| --- | --- | --- |
| 1 | Pass / Fail | N/A |
| 2 | Pass / Fail | N/A |
| 3 | Pass / Fail | N/A |
| 4 | Pass / Fail | N/A |
| 5 | Pass / Fail | N/A |
| 6 | Pass / Fail | N/A |
| 7 | Pass / Fail | N/A |

**Appendix 2 Technical Evaluation Criterion for 700707390**

|  |  |
| --- | --- |
| Criterion Number: 1 | Demonstrate how your company will monitor the water quality of the evaporative water-cooling towers in accordance with applicable legislation and the required frequency. Your response should include how your company actively checks for the presence of Legionella and any other abnormalities. Please also provide detail on the content that can be expected in any reports that are provided to site. |
| Statement of Requirement (SOR)  Reference: | Serials B.1 and B.2 |
| Marking Method: | Pass/Fail |
| Tenderer’s Response: | Please upload your response to the Defence Sourcing Portal |
|  |  |
| Criterion Number: 2 | Provide evidence that your company has the capability to maintain and replace critical items the course of the upkeep of the water cooling towers in accordance with ACoP (L8). Maintenance tasks includes, but is not limited to, checking and replenishing salt levels in softener brine tanks, chlorination of towers and servicing of duplex water softeners. |
| Statement of Requirement (SOR)  Reference: | Serials B.3, B.6, B.7 and B.12 |
| Marking Method: | Pass/Fail |
| Tenderer’s Response: | Please upload your response to the Defence Sourcing Portal |
|  |  |
| Criterion Number: 3 | Demonstrate that your company has the capability to clean, inspect, service and disinfect water towers and associated water treatment equipment. Your response should also include demonstrating your company has the ability to undertake super-chlorination of water towers, removal, cleaning and replacement of pack fill and drift eliminators and provision of the required reports. |
| Statement of Requirement (SOR)  Reference | Serials B.4 and B.5 |
| Marking Method: | Pass/Fail |
| Tenderer’s Response: | Please upload your response to the Defence Sourcing Portal |
|  |  |
| Criterion Number: 4 | Demonstrate how you company will provide a call out procedure with a response time within 4 hours. The call out service must be able to respond to calls regarding an increase in Legionella bacteria levels above those recommended in ACoP (L8) and any breakdown that occurs. |
| Statement of Requirement (SOR)  Reference | Serials B.8 and B.10 |
| Marking Method: | Pass/Fail |
| Tenderer’s Response: | Please upload your response to the Defence Sourcing Portal |
|  |  |
| Criterion Number: 5 | Demonstrate that your company has the ability to provide robust risk assessments. |
| Statement of Requirement (SOR)  Reference | Serial B.9 |
| Marking Method: | Pass/Fail |
| Tenderer’s Response: | Please upload your response to the Defence Sourcing Portal |
|  |  |
| Criterion Number: 6 | Demonstrate how your company can provide the relevant training in order that the site’s Responsible Person has an understanding of managing evaporative cooling towers. Training is to include monitoring and control, record keeping and supervisory responsibilities. |
| Statement of Requirement (SOR)  Reference | Serial B.11 |
| Marking Method: | Pass/Fail |
| Tenderer’s Response: | Please upload your response to the Defence Sourcing Portal |
|  |  |
| Criterion Number: 7 | Please provide evidence that your company uses a recognised Quality Management system in the form of an in-date ISO 9001:2015 certificate, or equivalent accreditation, in a scope appropriate to this requirement. |
| Statement of Requirement (SOR)  Reference | N/A |
| Marking Method: | Pass/Fail |
| Tenderer’s Response: | Please upload your response to the Defence Sourcing Portal |
|  |  |

**Appendix 3 Commercial Evaluation Methodology 700707390**

The Commercial Evaluation will be marked on the following basis: Completion and upload of the following documents to the Commercial Envelope in the Defence Sourcing Portal. Any fail attributed to a bid will render that bid as non-compliant.

|  |  |
| --- | --- |
| Document | Evaluation Criteria |
| 1 x priced copy of the ITT. The ITT includes:   * Annex A - Tenderers are asked to quote a firm price for the overall tender. Price should be submitted in GBP and exclusive of VAT. * Schedule 2 Schedule of Requirements - Tenderers are asked to quote firm prices for all line items listed in the statement of requirements. Prices should be submitted in GBP and exclusive of VAT. * Purchase Order, including the Contractor's Commercially Sensitive Information Form. In signing the Purchase Order, the supplier agrees to unconditional acceptance of the Authority’s Terms and Conditions and Clauses; Forms and Annexes, including acceptance of the Publications and standards listed within the ITT and SOR. | Pass / Fail |
| 1 x unpriced copy of the ITT. The ITT includes:   * Annex A * Schedule 2 Schedule of Requirements * Purchase Order, including the Contractor's Commercially Sensitive Information Form. In signing the Purchase Order, the supplier agrees to unconditional acceptance of the Authority’s Terms and Conditions and Clauses; Forms and Annexes, including acceptance of the Publications and standards listed within the ITT and SOR | Pass/Fail |
| |  | | --- | | A Supplier Assurance Questionnaire must be completed ensuring that the minimum cyber risk profile (Very Low) is met which is linked to reference number – “**RAR-8SZE8PT3**” This must be completed via the internet based DCPP Cyber Security Model online: <https://supplier-cyber-protection.service.gov.uk/dcpp>  Where you cannot demonstrate that you have achieved the proportionate security requirements associated with this requirement, a Cyber Implementation Plan (CIP) must be submitted. Where a bidder has produced a CIP which is deemed unacceptable by the RAF Senior Information Officer (SIRO) to accept then they will be declared non-compliant for this requirement. Further guidance is provided on the DCPP website once you commence the Supplier Assurance Questionnaire, please note that you must include the above RAR reference at the start of this process.  Please ensure that you complete the Supplier Assurance Questionnaire by the tender close date | | Pass/Fail  Pass– The Tender shows of the following  1. The Tenderer meets or exceeds the level of security of the DCPP Cyber Security Model for the requirement.  2. Where the Tenderer does not meet the level of security of the DCCP Cyber Security Model for the requirement and a Cyber Implementation Plan has been submitted and found to be acceptable by the Authority.  3. Any effects on the Authority resulting from the Tenderer’s solution are  Fail – The tender shows any of the following  1.The Te1.Tenderer has failed to meet the level of security of the DCPP Cyber Security Model for the requirement.  2. Where the Tenderer does not meet the level of security of the DCCP Cyber Security Model for the requirement and a Cyber Implementation Plan has been submitted and found to be unacceptable by the Authority.  3. Some effects on the Authority resulting from the Tenderer’s solution are undesirable.  4. The supplier fails to complete a Supplier Assurance Questionnaire |

**Appendix 4 Price Evaluation Methodology 700707390**

Suppliers must provide a firm price for all items listed on the Schedule 2 Schedule of Requirements and a total tender price on the Annex A of their priced ITT. Suppliers must also enter their total tender price into the price section of the Commercial Envelope on the Defence Sourcing Portal. Your total tender price is for the purposes of evaluation only; it must be noted that no work is guaranteed as a result of this framework agreement.

In order for you to calculate your tender price for evaluation, please follow these instructions:

* Provide a firm price in all of the year columns for each line item
* Calculate a price for each line item by multiplying your yearly rates by the required frequency.
* Due to the reactive nature of the tasks detailed at lines 6 and 7 of the Schedule of Requirements, the Authority has provided an average frequency based on historical data from 2018-2021, denoted by \*\*, for you to price your tender against.
* These figures have been provided for the purpose of pricing your tender only. Actual figures may vary and it must be noted that no work is guaranteed as a result of this framework agreement.
* A worked example has been provided at Table 1

The compliant bid with the lowest total tender price will be the overall total lowest priced bid.

**Appendix 5 Technical, Commercial and Price Reconciliation 700707390**

The award of a Contract for this requirement shall be based on the lowest priced technically and commercially compliant tender.

* A pass for the Technical Element as per Appendix 2
* A pass for all the Commercial elements as per Appendix 3
* Lowest Price – Overall total lowest priced bid of all items as per Appendix 4

A worked example has been provided below.

|  |  |  |  |
| --- | --- | --- | --- |
| Supplier | Technical Score | Commercial Score | Total Tender Price |
| A | Pass | Pass | £30,000 |
| B | Pass | Pass | £35,000 |
| C | Pass | Fail | Not Evaluated |
| D | Fail | Not Evaluated | Not Evaluated |
| E | Pass | Pass | £29,000 |

Overall Result:

Supplier E had the lowest priced, technically and commercially compliant bid. Supplier E is the successful tenderer.

**Table 1**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item | Description | Frequency | Instructions to Tenderer | Year 1  Firm Price £ (ex-VAT)  01 June 2021 – 31 May 2022 | Year 2  Firm Price £ (ex-VAT)  01 June 2022 – 31 May 2023 | Year 3  Firm Price £ (ex-VAT)  01 June 2023 – 31 May 2024 | Year 4  Firm Price £ (ex-VAT)  01 June 2024 – 31 May 2025 | Price Calculations  Rate x frequency in a 12 month period unless otherwise stated |
| 1 | To carry out weekly visits to monitor water quality, check and replenish salt levels in softener brine tasks and produce a written report highlighting any abnormalities, if found, in the water samples and include any recommendations for remedial action. (Statement of Requirements, Table 1, serial 2 and 3) | Weekly | Please advise your monthly rate as this will be paid monthly. | 100\* | 100\* | 100\* | 100\* | Y1 – 100x12=1200  Y2 – 100x12=1200  Y3 – 100x12=1200  Y4 – 100x12=1200  Total - 4800 |
| 2 | To carry out four visits per annum to undertake Legionella sample analysis (Statement of Requirements, Table 1, serial 1) | Four visits per annum | Please advise your rate per visit | £25\* | £25\* | £25\* | £25\* | Y1 – 25x4=100  Y2 – 25x4=100  Y3 – 25x4=100  Y4 – 25x4=100  Total - 400 |
| 3 | One visit per annum during the site Easter closure period to carry out cleaning and inspection of each of the cooling tower, inspection of associated water treatment equipment and provision of a written report (Statement of Requirements, Table 1, serial 4) | One visit per annum | Please advise your rate per visit | £500\* | £500\* | £500\* | £500\* | Y1 – 500x1=500  Y2 – 500x1=500  Y3 – 500x1=500  Y4 – 500x1=500  Total - 2000 |
| 4 | One visit per annum during the site summer closure period to carry out inspection, servicing and disinfection of the cooling towers and provision of a written report. Removal, cleaning and replacement of pack fill and drift eliminators. (Statement of Requirements, Table 1 serial 5) | One visit per annum | Please advise your rate per visit | £1000\* | £1000\* | £1000\* | £1000\* | Y1 – 1000x1=1000  Y2 – 1000x1=1000  Y3 – 1000x1=1000  Y4 – 1000x1=1000  Total - 4000 |
| 5 | Two visits (one prior to and one post the Christmas closure period) per annum to chlorinate cooling towers  (Statement of Requirements, Table 1, serial 6) | Two visits per annum | Please advise your rate per visit | £200\* | £200\* | £200\* | £200\* | Y1 – 200x2=400  Y2 – 200x2=400  Y3 – 200x2=400  Y4 – 200x2=400  Total - 1600 |
| 6 | Call out charge for repairs or Legionella bacteria increase (Statement of Requirements, Table 1, Serials 8 and 11) | Variable | Please advise your call out rate | £50\* | £50\* | £50\* | £50\* | Hourly rate x 3\*\*  Y1 – 50x3=150  Y2 – 50x3=150  Y3 – 50x3=150  Y4 – 50x3=150  Total - 600 |
| 7 | Labour for repairs or remedial works following a call out 08:00-16:00 Mon-Fri\*\*\* | Variable | Please advise your hourly rate | £30\* | £30\* | £30\* | £30\* | Hourly rate x 131\*\*  Y1 – 30x131=3930  Y2 – 30x131=3930  Y3 – 30x131=3930  Y4 – 30x131=3930  Total – 15,720 |
|  | \*estimated figures for demonstration purposes only, these do not represent any actual pricing  \*\*historical frequency for pricing purposes only. Actual figures may vary however it must be noted that no work is guaranteed as a result of this framework agreement.  \*\*\*all repairs will be tasked and authorised via the ESS7 process detailed in item 11 of the Statement of Requirement. In the event that any materials are required to complete a task, the Authority will pay actuals. | | | | | | | Total Tender Price  £29,120.00 |

**Standardised Contracting Terms**

**SC1A**

**1 Definitions - In the Contract:**

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

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

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

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

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

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

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

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

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

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

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

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

**2 General**

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

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

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

(1) the terms and conditions;

(2) the purchase order; and

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

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

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

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

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

**3 Application of Conditions**

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

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

**4 Disclosure of Information**

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

**5 Transparency**

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor’s rights at law.

**6 Notices**

a. A Notice served under the Contract shall be:

(1) in writing in the English Language;

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

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

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

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

b. Notices shall be deemed to have been received:

(1) if delivered by hand, on the day of delivery if it is the recipient’s Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;

(2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;

(3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient’s time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient’s time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

**7 Intellectual Property**

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

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

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

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

c. The Contractor shall ensure that the Contractor Deliverables:

(1) correspond with the specification;

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

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

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

**9 Supply of Data for Hazardous Contractor Deliverables**

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

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

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

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

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

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

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

(1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and

(2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

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

(1) information required by the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and

(2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and

(3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

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

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

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

**10 Delivery / Collection**

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

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

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

**11 Marking of Contractor Deliverables**

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

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

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

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

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

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

**13 Progress Monitoring, Meetings and Reports**

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

**14 Payment**

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.

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

d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.

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

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

**15 Dispute Resolution**

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

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

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.

**16 Termination for Corrupt Gifts**

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

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

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

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

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

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

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

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

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

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

c. Where the Contract has been terminated under Clause 16.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

**17 Material Breach**

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

**18 Insolvency**

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

**19**        **Limitation of Contractor’s Liability**

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

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

(1) for:

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

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

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

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

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

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

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

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

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

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

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

**SCHEDULE 2 – SCHEUDLE OF REQUIREMENTS FOR THE PROVISION OF A WATER COOLING TOWERS MONITORING AND MAINTENANCE SERVICE AT HMS SULTAN**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item | Description | Frequency | Instructions to Tenderer | Year 1  Firm Price £ (ex-VAT)  01 June 2021 – 31 May 2022 | Year 2  Firm Price £ (ex-VAT)  01 June 2022 – 31 May 2023 | Year 3  Firm Price £ (ex-VAT)  01 June 2023 – 31 May 2024 | Year 4  Firm Price £ (ex-VAT)  01 June 2024 – 31 May 2025 |
| 1 | To carry out weekly visits to monitor water quality, check and replenish salt levels in softener brine tasks and produce a written report highlighting any abnormalities, if found, in the water samples and include any recommendations for remedial action. (Statement of Requirements, Table 1, serial 2 and 3) | Weekly | Please advise your monthly rate as this will be paid monthly. |  |  |  |  |
| 2 | To carry out four visits per annum to undertake Legionella sample analysis (Statement of Requirements, Table 1, serial 1) | Four visits per annum | Please advise your rate per visit |  |  |  |  |
| 3 | One visit per annum during the site Easter closure period to carry out cleaning and inspection of each of the cooling tower, inspection of associated water treatment equipment and provision of a written report (Statement of Requirements, Table 1, serial 4) | One visit per annum | Please advise your rate per visit |  |  |  |  |
| Item | Description | Frequency | Instructions to Tenderer | Year 1  Firm Price £ (ex-VAT)  01 June 2021 – 31 May 2022 | Year 2  Firm Price £ (ex-VAT)  01 June 2022 – 31 May 2023 | Year 3  Firm Price £ (ex-VAT)  01 June 2023 – 31 May 2024 | Year 4  Firm Price £ (ex-VAT)  01 June 2024 – 31 May 2025 |
| 4 | One visit per annum during the site summer closure period to carry out inspection, servicing and disinfection of the cooling towers and provision of a written report. Removal, cleaning and replacement of pack fill and drift eliminators. (Statement of Requirements, Table 1 serial 5) | One visit per annum | Please advise your rate per visit |  |  |  |  |
| 5 | Two visits (one prior to and one post the Christmas closure period) per annum to chlorinate cooling towers  (Statement of Requirements, Table 1, serial 6) | Two visits per annum | Please advise your rate per visit |  |  |  |  |
| 6 | Call out charge for repairs or Legionella bacteria increase (Statement of Requirements, Table 1, Serials 8 and 11) | Variable | Please advise your call out rate |  |  |  |  |
| 7 | Labour for repairs or remedial works following a call out 08:00-16:00 Mon-Fri\* | Variable | Please advise your hourly rate |  |  |  |  |
|  | \*all repairs will be tasked and authorised via the ESS7 process detailed in item 11 of the Statement of Requirement. In the event that any materials are required to complete a task, the Authority will pay actuals. | | | | | | |

**Purchase Order**

**PURCHASE ORDER**

**Contract No: 700707390**

**Contract Name:** Monitoring and Maintenance of Water Cooling Towers at HMS Sultan

**Dated:**

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to £118,133) (Edn 02/18)

|  |  |
| --- | --- |
| **Contractor** | **Quality Assurance Requirement (Clause 8)** |
| Name:    Registered Address: | As stated in the SOR |

|  |  |
| --- | --- |
| **Consignor (if different from Contractor’s registered address)** | **Transport Instructions (Clause 10)** |
| **Name:**    Address: | Select method of transport of Deliverables    To be Delivered by the Contractor |

|  |  |
| --- | --- |
| **Progress Meetings (Clause 13)** | **Progress Reports (Clause 13)** |
| The Contractor shall be required to attend the following meetings:  Subject: Contract Progress Meeting  Frequency: Quarterly  Location: HMS Sultan | The Contractor is required to submit the following Reports: As detailed in section B of the SOR  Subject: As detailed in serials B.2, B.4 and B.5 of the SOR  Frequency: As detailed in serials B.2, B.4 and B.5 of the SOR  Method of Delivery: Hard copy reports are to be provided to John Abbatt. Contact details can be found at Serial A.15.c of the SOR  Soft copy reports are to be provided to John Abbatt and Lisa Cook. Contact details can be found at serials A.15.c and A.15.a of the SOR respectively.  Delivery Address: Delivery addresses can be found in serial A.15 of the SOR |

|  |
| --- |
| **Payment (Clause 14)** |
| **Payment is to be enabled by CP&F.** |

|  |  |
| --- | --- |
| **Forms and Documentation** | **Supply of Hazardous Deliverables (Clause 9)** |
| Forms can be obtained from the following websites:  <https://www.aof.mod.uk/aofcontent/tactical/toolkit>  (Registration is required).  <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>  <https://www.dstan.mod.uk/>  (Registration is required).  The MOD Forms and Documentation referred to in the Conditions are available free of charge from:  Ministry of Defence, Forms and Pubs Commodity Management  PO Box 2, Building C16, C Site  Lower Arncott  Bicester, OX25 1LP  (Tel. 01869 256197 Fax: 01869 256824)  Applications via email:  [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk)  If you require this document in a different format (i.e. in a larger font) please contact the Authority’s Representative (Commercial Officer), detailed below. | A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:  a. The Commercial Officer detailed in the Purchase Order, and  b. [DSA-DLSR-MovTpt-DGHSIS@mod.uk](mailto:DSA-DLSR-MovTpt-DGHSIS@mod.uk)  by the following date:  or if only hardcopy is available to the addresses below:  Hazardous Stores Information System (HSIS)  Defence Safety Authority (DSA)  Movement Transport Safety Regulator (MTSR)  Hazel Building Level 1, #H019  MOD Abbey Wood (North)  Bristol BS34 8QW |
| **Contractor Commercially Sensitive Information (Clause 5). Not to be published.** | |
| **Description of Contractor’s Commercially Sensitive Information:** | |
| **Cross reference to location of sensitive information:** | |
| **Explanation of Sensitivity:** | |
| **Details of potential harm resulting from disclosure:** | |
| **Period of Confidence (if Applicable):** | |
| **Contact Details for Transparency / Freedom of Information matters:**  **Name:**  **Position:**  **Address:**  **Telephone Number:**  **E-mail Address:** | |
|  | |

|  |  |
| --- | --- |
| **Offer and Acceptance** | |
| A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for       days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to £118,133) (Edn 02/18).  Name (Block Capitals):  Position:  For and on behalf of the Contractor  Authorised Signatory ………………………………..  Date: | B) Acceptance  Name (Block Capitals):  Position:  For and on behalf of the Authority  Authorised Signatory ………………………………..  Date: |
| **C) Effective Date of Contract:** | |

**DEFFORM 68**

**(Edn 02/19)**

**Hazardous Articles, Deliverables, Materials or Substances Statement by the Contractor**

Contract Number:

Contract Title:

Contractor:

Date of Contract:

\* To the best of our knowledge there are no hazardous Articles, Deliverables, materials or substances to be supplied.

\* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:     ) attached in accordance with either:

DEFCON 68 ; or

Condition 9 of Standardised Contract 1A/B Conditions ;

Contractor’s Signature:

Name:

Job Title:

Date:

\* check box (☒) as appropriate

**To be completed by the Authority**

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Department of Safety & Environment, Quality and Technology (D S & EQT)

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol, BS34 8JH

Email: [DESTECH-QSEPEnv-HSISMulti@mod.gov.uk](mailto:DESTECH-QSEPEnv-HSISMulti@mod.gov.uk)

**Project specific DEFCONs and DEFCON SC variants that apply to this Contract:**

**DEFCON 502 (SC1)**

DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes

**DEFCON 503 (SC1)**

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

**DEFCON 531 (SC1)**

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

**DEFCON 534**

DEFCON 534 (Edn. 06/17) - Subcontracting and Prompt Payment

**DEFCON 537**

DEFCON 537 (Edn. 06/02) - Rights of Third Parties

**DEFCON 538**

DEFCON 538 (Edn. 06/02) - Severability

**DEFCON 566**

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

**DEFCON 076 (SC1)**

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

**DEFCON 532A**

DEFCON 532A (Edn. 04/20) -Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

**DEFCON 630 (SC1)**

DEFCON 630 (SC1) (Edn. 12/16) - Framework Agreements

**DEFCON 658 (SC1)**

DEFCON 658 (SC1) (Edn. 11/17) - Cyber

**DEFCON 658 - Cyber Risk Profile - Very Low**

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

**DEFCON 532A (SC1)**

DEFCON 532A (SC1) (Edn. 08/20) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

**Payment Terms**

All payments will be processed via the MOD e-payment platform CP&F.

**The processes that apply to this Contract are**

Supplier personnel must ensure they adhere to the site access requirements as detailed at serial A.8.a in the Statement of Requirements. The supplier is to contact Lisa Cook, whose details can be found at serial A.15.a in the Statement of Requirements, to begin this process.

**Quality Assurance Conditions**

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

No Deliverable Quality Plan is required reference DEFCON 602B 12/06.

Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties.

Safety Critical Items shall be subject to independent inspection in accordance with Def Stan. 05-061 Part 9, Issue 5 - Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items.

Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.

**Deliverables**

**Deliverables Note**

This matrix is intended to provide an overview of the parties’ contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

**Supplier Contractual Deliverables**

Supplier Contractual Deliverables

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Description | Due | Responsible Party |
| Contract Data Sheet Condition 9.c | provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such. |  | Supplier Organization |
| Progress Meetings Condition 13 | Attendance at progress meetings in accordance with the contract |  | Supplier Organization |
| Payment Condition 14.b | Submission of Invoices |  | Supplier Organization |
| Marking of Hazardous Deliverables Condition 9.b | Ensure packaging is marked in accordance with the contract |  | Supplier Organization |
| Payment Condition 14.c | Payment |  | Supplier Organization |

**Buyer Contractual Deliverables**

Buyer Contractual Deliverables

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Description | Due | Responsible Party |
| Transparency Condition 5.b | Redact documents prior to publishing in line with contract. |  | Buyer Organization |
| Notification of Claim Condition 7.b | Notify contractor of any third party claim and assist the contractor to dispose of said claim |  | Buyer Organization |
| Termination Condition 16, 17, 18 | Written notice of Termination due to corrupt Gifts as stipulated in the contract |  | Buyer Organization |

**DEFFORM 111**

**DEFFORM 111**

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

Name: Karen Wiley

Address: Flowerdown Hall, RAF Cosford, Wolverhampton, WV7 3EX

Email: karen.wiley895@mod.gov.uk         0300 169 2985

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

Name: Lisa Cook

Address Allied Trades 1, HMS Sultan, Military Road, Gosport, PO12 3BY

Email: Lisa.Cook294@mod.gov.uk                 02392 542301

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

N/A

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

 N/A

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

**Branch/Name:** N/A

N/A

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

**5. Drawings/Specifications are available from** Lt Gary Miles

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

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

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

**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].

**8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

 44 (0) 161 233 5394

**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](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

**\* NOTE**

1**.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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.

**Statement of Requirement**

**The Provision of a Template Statement of Requirement for the Royal Air Force**

| Ref | Requirement | | | |
| --- | --- | --- | --- | --- |
|  |  | | | |
| **A** | **General Requirements** | | | |
|  |  | | | |
| **A.1** | **Scope of Requirement** | | | |
| A.1.a | To monitor the water quality of evaporative water towers (3 in number) and to inspect, service, maintain and repair of said water towers. Further details can be found at section B. | | | |
|  |  | | | |
| **A.2** | **Definitions** | | | |
| A.2.a | In addition to the definitions detailed in the Terms and Conditions of the Contract the following definitions shall also apply. Where the definitions below contrast to those detailed in the Terms and Conditions of the Contract then the definitions within the Terms and Conditions of the Contract shall take precedence. | | | |
|  | Definition | Interpretation | | |
|  | Contractor’s Personal Use | Any use of MOD furnished property, facilities or equipment intended for the primary benefit of the Contractor or the Contractor’s Personnel which is contrary to the MOD’s interests is considered personal use. | | |
|  | Contractor’s Personnel | Any employees, including sub-contractors or other agents working on behalf of the Contractor, shall be deemed the Contractor’s Personnel. | | |
|  | Designated Officer | The Designated Officer is the MOD representative responsible for the Requirement and is as defined at Box 2 of DEFFORM 111 of this Contract. | | |
|  |  | | | |
| **A.3** | **Abbreviations and Acronyms** | | | |
| A.3.a | In addition to the abbreviations and acronyms detailed in the Terms and Conditions of the Contract the following abbreviations and acronyms will be used. | | | |
|  | Abbreviation or Acronym | Interpretation | | |
|  | AOC | Air Officer Commanding | | |
|  | DII | Defence Information Infrastructure | | |
|  | DII(F) | Defence Information Infrastructure (Future) | | |
|  | DO | Designated Officer | | |
|  | MOD | Ministry of Defence | | |
|  | OC | Officer Commanding | | |
|  | RAF | Royal Air Force | | |
|  | SC | Security Check | | |
|  | SoR  ACOP  HSE  HMS  MoD  SC  COSHH  BPSS | Statement of Requirement  Approved Code of Practice  Health and Safety Executive  Her Majesty’s Ship  Ministry of Defence  Security Check  Control of Substances Hazardous to Health  Baseline Personnel Security Check | | |
|  |  | | | |
| **A.4** | **References** | | | |
| A.4.a | In addition to the references detailed in the Terms and Conditions of the Contract the following references shall also apply as well as any subsequent revisions and amendments to the references. This list does not absolve the Contractor from conforming to any other relevant publications. | | | |
|  | Reference | | Version | Source |
|  | Data Protection Act 2018 | | 2018 c. 12 | <http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted> |
|  | Government Security Classifications  Health and Safety at Work etc. Act 1974  ACOP L8  HSG 274 Part 1  The Confined Space Regulations 1997 | | 1.0  -  2013 L8 4th Edition  2014  - | <https://www.gov.uk/government/publications/government-security-classifications>  <https://www.legislation.gov.uk/ukpga/1974/37/contents>  <https://www.hse.gov.uk/pUbns/priced/l8.pdf>  <https://www.hse.gov.uk/pUbns/priced/hsg274part1.pdf>  <https://www.legislation.gov.uk/uksi/1997/1713/contents/made> |
|  |  | | | |
| **A.5** | **Processes and Related Taskings** | | | |
| A.5.a | Work Orders (ESS7 – Annex A), shall be issued and provides authority to the Supplier to attend site and undertake the work. Acknowledgement of the order along with the details of who is attending, when and vehicle details forms an audit trail and prevents undue delay at the security gate when attending site. | | | |
| A.5.b | The Supplier’s engineer attending site shall report to the nominated HMS Sultan point of contact as detailed on the ESS7 form on arrival and again on completion of the site visit. The Supplier’s engineer shall obtain a signature on Part 3 of the works order (ESS7) which forms part of the audit trail. | | | |
|  |  | | | |
| **A.6** | **Site** | | | |
| A.6.a | The Site for the delivery of all services is HMS SULTAN. HMS SULTAN is located in Military Road, Gosport, Hampshire PO12 3BY. | | | |
|  |  | | | |
| **A.7** | **Security** | | | |
| A.7.a | All information related to or generated by this Contract is to be treated in the appropriate manner in accordance with Government Security Classifications. The classification of the material to be handled shall not exceed OFFICIAL in nature. | | | |
| A.7.b | All personal data processed under this Contract is to be treated in accordance with the Data Protection Act 2018. | | | |
| **A.8** | **Site Access** | | | |
| A.8.a | The successful Suppliers will be required to complete a Basic Security Check Standard Application which shall allow unescorted access to the site on successful clearance. Until clearance has been achieved Suppliers shall be escorted whilst on the site. The Authority will bear no costs incurred by the Supplier or any employees of the Supplier for BPSS or SC checks. | | | |
| **A.9** | **Safety and Environmental Provisions** | | | |
| A.9.a | When on the Site the Contractor is to comply with all MOD Safety, Health and Environmental Protection regulations and policy. | | | |
|  |  | | | |
| A.9.b | Prior to work commencing, the Supplier will be required to forward the following:  a. Risk Assessment  b. Method Statement  c. Copy of the company's Health and Safety Policy.  d. History of the company's safety performance.  e. Certification and tests of plant and equipment being employed.  f. COSHH assessments for any hazardous materials being brought and used on site. | | | |
| A.9.c | Supplier shall supply all tools and lifting equipment and access equipment (with current certification) and any other equipment as necessary to complete the task. | | | |
| A.9.d | All work shall be carried out in accordance with all current Regulations and standards appertaining to the type of work undertaken. | | | |
| A.9.e | The worksite is to be kept clean and tidy at all times. | | | |
| **A.10** | **Hours of Operation and Times of Delivery** | | | |
| A.10.a | All services to the Site shall be delivered between the hours of 08:00 - 16:00 on weekdays with exception of recognised UK Bank Holidays and Public Holidays. Work outside of these hours will only be undertaken following formal approval by the Authority. | | | |
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| **A.11** | **Quality Assurance** | | | |
| A.11.a | No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. | | | |
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| A.12.b | No Deliverable Quality Plan is required reference DEFCON 602B 12/06. | | | |
| A.12.c | Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties. | | | |
| A.12.d | Safety Critical Items shall be subject to independent inspection in accordance with Def Stan. 05-061 Part 9, Issue 5 - Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items. | | | |
| A.12.e | Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel. | | | |
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| **A.12** | **Contract Monitoring** | | | |
| A.12.a | For the purposes of contract monitoring, representatives of the Contractor will routinely report to the Designated Officer on the performance of the Contract. | | | |
| A.12.b | The Contractor is responsible for the performance of the Contract by any sub-contractors or other agents working on behalf of the Contractor. The Contractor is to deal with any issues relating to any sub-contractors or other agents working on behalf of the Contractor, this however does not exclude sub-contractors or other agents working on behalf of the Contractor from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so. | | | |
| A.12.c | If any sub-contractors or other agents working on behalf of the Contractor are found unsuitable, for whatever reason, the Contractor is to engage with the relevant sub-contractors or other agents to broker a resolution. | | | |
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| **A.14** | **Personnel Qualification Requirements and Training** | | | |
| A.14.a | No specific qualifications or training has been identified however the Contractor is to ensure that all personnel are suitable qualified to undertake the deliverables required under this contract, | | | |
| **A15**  A.15.a  A.15.b  A.15.c  A.15.d | **Points of Contact**   |  |  |  |  |  | | --- | --- | --- | --- | --- | | Authority’s Designated Officer | Lisa Cook | Business Development Officer  Room 7, Allied Trades 1  HMS SULTAN  Military Road  Gosport  PO12 3BY | Email  Lisa.Cook294@mod.gov.uk | Telephone number: 02392 542301 | | Authority’s Project Officer | Lt Gary Miles | Future Training Officer  Defence School of Marine Engineering (DSMarE)  HMS SULTAN  Military Road  Gosport  PO12 3BY | Email  Gary.Miles981@mod.gov.uk | Telephone number: 02392 546149 | | Training Equipment Support Manager | John Abbatt | Training Equipment Support Manager (TESM)  Room 1-29, Parsons Building  HMS SULTAN  Military Road  Gosport  PO12 3BY | Email  John.Abbatt433@mod.gov.uk | Telephone number: 02392 546174 | | Maintenance Co-Ordinator | Jim Casey | Maintenance Co-Ordinator (MMS-COORD)  Room 1-34, Parsons Building  HMS SULTAN  Military Road  Gosport  PO12 3BY | Email  Jim.Casey104@mod.gov.uk | Telephone number: 02392 543180  02392 542294  02392 546149 | | | | |

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| **B** | | **Deliverable Requirements** | |
| Ref | Requirement | | Additional Information | | Quantity | Standard of Performance |
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| B.1 | To monitor and control the prevention of legionella in the evaporative cooling towers. To carry out routine sampling to test for the presence of Legionella bacteria | |  | | 4 visits per annum | HSE Approved Code of Practice (ACoP) for the control of Legionella in Water Systems (L8)  Legionnaires Disease: Technical Guidance Part 1: The control of legionella bacteria in evaporative water cooling systems (HSG274 Part 1-2013. |
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| B.2 | Monitor general water quality and produce reports highlighting any abnormalities found and provide recommendations for remedial action and produce a treatment programme. | |  | | Weekly | Legionella in water systems (L8) monitoring  P122 (Table 1)  P123 (Table 1) |
| B.3 | Check and replenish as required salt levels in softener brine tanks. | | SULTAN to provide salt.  Water capacity of tanks:  Spey cell-10000 litres  Watt hanger-7000 litres  Morrell Block-7250 litres | | Weekly |  |
| B.4 | Cleaning of cooling towers and inspection of associated water treatment equipment. Work shall include super-chlorination of each tower prior to and post pumping out and a written report is to be supplied. | | Reports required for:  Pack fill  Drift eliminator  Spray heads  Overall Tower condition  Spey Hot Well (Confined space) | | Annual visit to occur during Easter closure period (exact dates to be confirmed) | Confined space regulations (1997) |
| B.5 | Inspect, service and disinfect all cooling towers Work shall include super-chlorination of each tower prior to and post pumping out and a written report is to be supplied. Remove clean and replace pack fill and drift eliminators. | | Supplier to supply all materials.  Reports required for:  Pack fill  Drift eliminator  Spray heads  Overall Tower condition  Spey Hot Well  (Confined space) | | Annual visit to be carried out in Summer closure period (exact dates to be confirmed | Confined space regulations (1997) |
|  |  | |  | |  |  |
| B.6 | Chlorinate towers prior to and post-Christmas shut down period | |  | | 2 visits per year, 1 prior and 1 after Christmas (exact dates to be confirmed) |  |
| B.7 | To maintain and replace critical items in the course of the upkeep in accordance with ACoP (L8) | |  | | As required |  |
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| B.8 | Provision of a call out procedure and respond to a breakdown call out for emerging repairs within 4 hours | | Response should include provision of recommendations for repair | | As required |  |
| B.9 | To carry out an independent system risk assessment (RA) as and when any component change or operational update is carried out. | | Note: A component change would only require an RA on that particular system; Watt, Morell or Spey. Whereas an operational update would require all three systems to be involved on an ‘as required’ basis. | | As required |  |
| B.10 | Provision of a call out procedure to react to any increase in legionella bacteria levels above those recommended in ACoP (L8) | | Should a high-risk scenario occur, such as a positive Legionella result, the Supplier is to provide a disinfection team within four hours in order to shot dose the water system if required. Corrective actions and resampling to be carried out as necessary. | | As required | Action levels in accordance with HSG 274 Part 1 refers. |
| B.11 | To provide suitable training for a responsible person on site in order that they have an understanding of managing evaporative cooling towers. | | Estimated one person per year. Not more than approximately 5 persons per year.  Training to include monitoring and control, record keeping and supervisory responsibilities | | As required |  |
| B.12 | To service 3 in number Duplex water softeners (One per tower) | |  | | Annually |  |
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**Annex A**

**Work Order Form (ESS7)**

