



Ministry
of Defence

All Tenderers

Your Reference:

Our Reference: 700008282

Date: 7 May 2020

Dear Sir/Madam,

Invitation To: Tender Reference Number: 700008282- HOCS3a -Provision of Radiation
Protection Advisor Services for the MDP

1. You are invited to tender for HOCS3a -Provision of Radiation Protection Advisor for MDP in accordance with the attached documentation.
2. The anticipated date for the contract award decision is 29 June 2020, please note that this is an indicative date and may change.
3. You must submit your Tender no later than 1000hrs on 11 June 2020, using AWARD® Virtual Tender Board.
4. Please confirm receipt of this tender to stated in the E-mail address
@mod.gov.uk.

Yours faithfully

Invited Suppliers

Supplier Name	Supplier Address	Contact Name	Contact Email
AWE PLC	AWE, Aldermaston, Reading, RG7 4PR		
NUVIA LIMITED	Chadwick House, Birchwood Park, Warrington WA3 6AE		

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DEFFORM 47R

SC1A ITT - Competitive

Contents

SC1A ITT Comp
(Edn 05/18)

Ministry of Defence

Invitation to Tender (ITT) Less Complex Requirements(Competitive)

To: All Tenderers	ITT Reference No: 700008282 ITT Issue Date: 7 May 2020 Due for return by (Due Date): 11 June 2020
	From: Head Office Commercial 3a (MOD Commercial Branch) Address: Kentigern House, 65 Brown Street, Glasgow G2 8EX MOD Commercial Officer: Tel No: +44 (0)1412242706 Email:

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 Contracts Online and further details can be obtained directly from:

BiP Solutions Ltd

Web address: 'www.contracts.mod.uk'

Tel No: 0141 270 7329

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 and return them both 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 and return one copy of the tender form, at Annex A to this Invitation to Tender – Less Complex Requirements – Competitive Procurement, as part of their tender.
- e. Provide any further information requested in this Invitation to Tender.

8. Your tender is to be submitted in the English language, electronically via AWARD® Virtual Tender Board as detailed in clause 9.

9. Electronic Tender Submission

- a. Your Tender must be submitted electronically via the AWARD® Virtual Tender Board by '11 June 2020 by 1000hrs GMT.
- b. Hard copy, paper or delivered digital tenders (e.g. DVD) are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online tender response to ITT/ITN/ITPD 'reference number'.
- c. You must provide one priced copy of your tender (including items stated at clause 7) and one unpriced copy. You should ensure that there are no prices present in your unpriced copy.
- d. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to AWARD® with your Tender (inc. documents stated at clause 7) as a PDF.

Tenderers will receive AWARD® login details no later than 5 working days before the tender submission date. Once logged into the AWARD® service, uploading and submission instructions will be readily available. Login details will be sent via two separate automatically generated emails. Tenderers should ensure their local mail application settings allow receipt of computer-generated emails.

AWARD® is security accredited to OFFICIAL-SENSITIVE. Material that is protectively marked above this classification must not be uploaded. Data that is subject to the International Traffic in Arms Regulations (ITAR) or export controlled must not be uploaded.

If you have any difficulty accessing the AWARD® service, please contact commercial officer detailed in cover letter.

10. Any request for an extension of the period for tendering must be received 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. Correspondence connected with your tender which requires attention before the tender return date, or communications stating that no tender will be submitted, should be sent in a separate envelope bearing no external reference to the ITT Reference No. or return date, addressed to the Authority's Representative (Commercial) as stated above. **This procedure is designed to preserve equity between Tenderers by ensuring that no premature disclosure of tender details can take place.**

11. **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

12. 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

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.**

18. **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 15 to 17 above.

19. 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.

20. **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.

21. **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.

22. **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. **Return of ITT Material** In the event that a recipient of ITT Material decides not to participate in the submission of a tender, the ITT Material shall be returned to its place of issue without delay. If a tender is submitted to the Authority, the ITT Material may be retained by the Tenderer until the result of the competition is known. In the event that the Tenderer's bid is unsuccessful the ITT Material shall be returned to its place of issue without delay at the prospective Tenderers cost.

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 22.a - c above.

23. **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.

24. 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 24.b.(2). above.

d. If the information required under this Paragraph 24 has been provided previously, the Tenderer may satisfy these requirements by giving details of the previous notification.

25. The Montreal Protocol As a signatory to the Montreal Protocol on Substances that deplete the Ozone Layer, Her Majesty's Government is committed to the reduction of the production and consumption of those substances controlled under the Protocol. The Tenderer must therefore state whether their response will involve the use of any or all of the

substances outlined in Regulation (EC) No 2037/2000 of the European Parliament and of the Council of 29 June 2000 on substances that deplete the ozone layer. A full version of the regulations including the comprehensive list of controlled substances can be found at:

http://ozone.unep.org/new_site/en/montreal_protocol.php

The Tenderer must also provide full details of that use, including where this relates to packaging) or submit a "NIL RETURN".

26. 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.

27. 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.

28. 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.

29. **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.

30. **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 (Col) 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 Col 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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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**

Ministry of Defence
Tender Evaluation Criteria

The Tender Evaluation will be on the basis of:

Most Economically Advantageous Tender 70 (Technical):30 (Commercial)
(MEAT) Ratio

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

Mandatory Criteria:		
Mandatory Requirements		See Attached SC1 T&C's; Tender Evaluation Criteria
Returns completed in DEFFORM 47 Annex A (Offer)		Pass / Fail
Minimum Technical Requirements met		Pass / Fail
Failure to meet the Mandatory Criteria will result in your Tender being non-compliant A score of less than 3 on a mandatory criteria will result in a Fail.		
Criterion Scores*:		
Each individual criterion will be evaluated against the following scoring mechanism:		
0	Not Answered	Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.
1	Poor	The response addresses some of the elements of the requirement but does not fully detail or explain how the requirement will be fulfilled
2	Partially Answered	The response addresses half of the elements of the requirement but contains insufficient / limited detail or explanation how the requirement will be fulfilled
3	Acceptable	The response addresses the majority of the elements of the requirement but does not fully detail or explain how the requirement will be fulfilled
4	Good	The response is sufficiently detailed and demonstrates a good understanding and provides details of how the requirement will be fulfilled
5	Excellent	The response is comprehensive, unambiguous and demonstrates a thorough understanding of requirement and provides details of how the requirement will be met in full.
*Where the Tender Evaluation is made on the basis of MEAT the attached Evaluation Criteria shall be scored using the Criterion Scores in the above table. Where an alternative Marking Scheme is attached, it takes precedence over the above.		

Tender Evaluation Criteria

Item	Criteria	Scoring Criteria	Weighting (1, 2,3)	Score (0-5)	Total	Comments
1. Subject expertise –Selection and Assessment						
1.01	Please demonstrate what current (2009 onwards) expertise the proposed personnel have in effectively undertaking work to support a radiation employer	Demonstrate previous experience undertaking work supporting an employer on radiation protection. No more than 2 sides of A4	1			
2. Method of Delivery						
2.01	Please state how you intend to administer the services required to support CCMDP in the performance of his legal requirement.	Proposes an administration process that can deliver good response rates. No more than 2 sides of A4	1			
2.02	Please state how you intend on keeping data safe including how the data will be stored or transferred if necessary in accordance with GDPR.	Demonstrates appropriate methods in transferring and the storage of data safely. The company has strict policies in place for data protection. No more than 1 side of A4	2			
2.03	Please state how you will support the Force's requirement to support fluid operations which require an RPA input 24/7 365 days	Demonstrates the applicant has sufficient resources to deliver the service to 24/7 365 day operations.	2			
2.04	Please list the security clearance held by your staff. To include in numbers by clearance the number of staff to be used to support the contract.	Staff are required to be a minimum of Developed Vetting level. No more than 2 sides of A4	2			

Item	Criteria	Scoring Criteria	Weighting (1, 2,3)	Score (0-5)	Total	Comments
2.05	Please provide an outline of how your service dovetails to the wider UK Policing service	Demonstrate the links in place to work with other UK police Forces RPAs. No more than 2 sides of A4	1			
2.06	Please provide an outline of how your service dovetails to the wider UK Defence	Demonstrate the links in place to work with MOD RPAs. No more than 2 sides of A4	2			
2.07	Please outline the level of training qualifications held the personnel employed to support the training task	To demonstrate the personnel employed have sufficient experience to support the required RPA input into potential training courses. No more than 2 sides of A4	1			
3. Understanding of RN and people processes						
3.01	Please state what experience, if any, the proposed personnel have, of working with the MOD and its contractors.	Proposed personnel have experience of working with the MOD. No more than 2 sides of A4		2		
3.02	Please state what experience, if any, the proposed personnel have, of working within a policing environment.	Proposed personnel have experience of working with the police. No more than 2 sides of A4		2		
4. Timeliness of Delivery and flexibility						
4.01	Please state how you intend to deliver the requirement. Please include any relevant information such as timelines and resources.	Demonstrates an overall solution and how well it meets expectations. No more than 2 sides of A4		2		

Item	Criteria	Scoring Criteria	Weighting (1, 2,3)	Score (0-5)	Total	Comments
4.02	State the degree of flexibility that the contractor has to: make short notice changes to the requirement (within reason) and/or report format (within reason).	Demonstrates adequate flexibility within the process to accommodate reasonable last minute amendments. No more than 2 sides of A4		1		
5. Team/Personnel						
5.01	State what resources the company has in place to assist with absence of proposed personnel.	Demonstrates that duties of absent personnel can be covered. No more than 1 sides of A4				
5.02	State the personnel and hierarchical composition of the team you are proposing (using a diagram) – please provide CV's <u>only</u> for the personnel proposed to work on this requirement.	Demonstrates how the requirements will be covered and that the proposed personnel/team are of a suitable size, composition and have suitable professional expertise in researching employee attitudes. No more than 2 sides of A4				
			TOTAL			

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:

Key Tendering Activities

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

Stage	Date and Time	Initiated By	Submit to:
Final Date for Clarification Questions/ Request for Additional Information	22 May 2020, 1700hrs	Tenderers	Comrcl Officer
Final Date for Request for Extension to return date ¹	28 May 2020, 1700hrs	Tenderers	Comrcl Officer
The Authority issues Final Clarification Answers	By 1 Jun 2020, 1700hrs	The Authority	All Tenderers ²
Tender Return	11 Jun 2020, 1000hrs	Tenderers	The Tender Board using AWARD® Virtual Tender Board
Tender Evaluation	12 -26 Jun 2020	The Authority	n/a
Tender Award	w/c 29 Jun 2020	The Authority	n/a

¹ The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.

² The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss this with you whether it is appropriate to disclose the question or response, or both, to the other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit you Tender.

Terms and Conditions

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;

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

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

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

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

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

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

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

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

Transparency Information means the content of

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

2 General

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

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

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

(1) the terms and conditions;

(2) the purchase order; and

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

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

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.

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

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

3 Application of Conditions

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

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

4 Disclosure of Information

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

5 Transparency

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

6 Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English Language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.
- b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving

instrument; or

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

7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.
- c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the purchase order.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Hazardous Contractor Deliverables

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

Schedule to the purchase order:

- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
- (2) the International Maritime Dangerous Goods (IMDG) Code;
- (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
- (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

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

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

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

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

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

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

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

10 Delivery / Collection

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

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

c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

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

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

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

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

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

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

13 Progress Monitoring, Meetings and Reports

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

14 Payment

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

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

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

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

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

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

15 Dispute Resolution

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

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

16 Termination for Corrupt Gifts

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

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

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

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

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its

knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

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

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

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

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

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

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

17 Material Breach

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

18 Insolvency

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

19 Limitation of Contractor's Liability

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

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

(1) for:

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

b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service

credits or other deductions (to the extent expressly provided for under this Contract);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEFCON 538 (Edn. 06/02) – Severability

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

DEFCON 609 (SC1)(Edn. 08/18) - Contractor's Records

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

Quality Assurance Conditions

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

21 The special conditions that apply to this Contract are:

Not Applicable

22 The processes that apply to this Contract are:

Not Applicable

Schedule 1 - Additional Definitions of Contract

Not Required

PURCHASE ORDER

Contract No: 700008282

Contract Name: The Provision of Radiation Protection Advisor Services for the MDP

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:	

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 [Special Instructions] To be Collected by the Authority [Special Instructions] Each consignment of the Deliverables shall be accompanied by a delivery note.

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
<p>The Contractor shall be required to attend the following meetings:</p> <p>Subject: To be agreed with Project Mgr following start up meeting/plan</p> <p>Frequency:</p> <p>Location:</p>	<p>The Contractor is required to submit the following Reports:</p> <p>Subject: To be agreed with Project Mgr following start up meeting/plan</p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address:</p>

Payment (Clause 14)
<p>Payment is to be enabled by CP&F.</p>

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.aof.mod.uk/aofcontent/tactical/toolkit (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/ (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arcott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email: DESLCSLS-OpsFormsandPubs@mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>by the following date:</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW</p>

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

**SCHEDULE OF REQUIREMENTS FOR THE PROVISION OF RADIATION PROTECTION
ADVISOR SERVICES FOR THE MDP**

Item No.	Item Details	Price (£) Ex VAT
1	<p>For the provision of Radiation Protection Services, as detailed in Annex A to Schedule of Requirements, for the contract period 1 August 2020 to 31 July 2023 (Year 1 to 3).</p> <p>Please provide a <u>full breakdown</u> of Price (inc. Man day rates etc) of service cost for: Helpdesk Service (Daily/Weekend charges; service charges etc) Site Visits (Man days/Hours) Reports (Man days/Hours) Attendance at Meetings Any other service provided</p> <p>Note: Any Travel & Subsistence will be billed and claimed at cost in line with HMT travel & subsistence guidance</p>	
2	<p>Emergency Incidents (Man day/hrs rates; Call out costs within normal business and out of hours service etc.) Contract Period 1 Aug 2020 to 3 Jul 2023 (Year 1 to 3)</p>	
3	<p>For the provision of Radiation Protection Services, as detailed in Annex A to Schedule of Requirements, for the Option period 1 Aug 2023 to 31 Jul 2024.</p>	
TOTAL CONTRACT VALUE (ITEM 1 only)		

Annex A - Statement of Requirement

Statement of Requirement for The Provision of Radiation Protection Advisor Services for the MDP

Serial	Description	Purpose	Status	Comments
1	The service shall provide Radiation Protection (RP) advice to Crime Command, Ministry of Defence Police (CCMDP).	<ol style="list-style-type: none"> 1. To ensure compliance of Ionising Radiation Regulations 2017 (IRR17). 2. To provide (and/or approve) the appropriate RP training syllabus for all MDP Officers. 3. To liaise and consult on behalf of CCMDP with Site Operators/Owners and their respective Radiation Protection Adviser (RPA) at all MDP locations. 		<ol style="list-style-type: none"> 1. .CCMDP is a 'Radiation Employer' and has duties under Reg 1, IRR17.2. 2. Reg 13 IRR17 requires all radiation employers to consult [appoint] a 'suitable' RPA. 3. The term 'suitable' is understood within IRR17 to mean an RPA provider possessing specific knowledge, experience and competence of the working conditions or circumstances for which the appointment is being made. 4. RPA cover for MDP Officers deployed abroad should be provided on a case by case basis.
	The service shall provide RP advice to the MDP operating at (and in connection with): <ol style="list-style-type: none"> 1. AWE ALDERMASTON 2. AWE BURGHFILED 3. RNAD COULPORT 	<ol style="list-style-type: none"> 1. To ensure local MDP compliance of IRR17. 2. To support AWE Plc in compliance with their ONR Operating Licence conditions. AWE Plc is a commercial enterprise wholly owned by UK MOD. AWE is regulated by the Office for Nuclear Regulation (ONR). 		<ol style="list-style-type: none"> 1. Must meet the specific RP needs of MDP Units operating within the wider AWE Estate. 2. NAD COULPORT will soon be managed under licence by AWE Plc.
3	The service shall provide RP advice to the SPECIAL ESCORT GROUP (SEG) for operations not directly connected to Defence Nuclear Materiel (DNM) movement operations.	<ol style="list-style-type: none"> 1. When in support of other MDP units within the AWE Estate. 2. All other activities not forming part of DNM movements. 		

Serial	Description	Purpose	Status	Comments
4	<p>The service shall provide RP advice to the MDP operating at (and in connection with):</p> <ol style="list-style-type: none"> 1. HMNB CLYDE 2. CLYDE MARINE UNIT (CMU) 3. DSG SCOTLAND 	<ol style="list-style-type: none"> 1. To ensure local MDP compliance of IRR17. 2. To support Babcock Marine in compliance with their obligations to DNSR and, where relevant, the ONR. 3. To support the Royal Navy (RN) in compliance with their obligations to DNSR. Defence Nuclear Safety Regulator (DNSR) – regulates the Naval Nuclear Weapons and Propulsion Programmes on behalf of the MOD. (Takes the place of ONR). 		<ol style="list-style-type: none"> 1. Must meet the specific RP needs of MDP Units operating within the Clyde area. 2. HMNB CLYDE is managed under contract by Babcock Marine.
5	<p>The service shall provide RP advice to the MDP operating at (and in connection with):</p> <ol style="list-style-type: none"> 1. HMNB DEVONPORT 2. DEVONPORT MARINE UNIT (DMU) 	<ol style="list-style-type: none"> 1. To ensure local MDP compliance of IRR17. 2. To support Babcock Marine in compliance with their obligations to DNSR and, where relevant, the ONR. 3. To support the RN in compliance with their obligations to DNSR. 		<ol style="list-style-type: none"> 1. Must meet the specific RP needs of MDP Units operating within the Devonport area. 2. HMNB DEVONPORT is managed under contract by Babcock Marine. 3. A confined area within HMNB Devonport remains under the direct control of the MOD. 4. HMNB DEVONPORT does have X & Z Berths respectively.
6	<p>The service shall provide RP advice to the MDP operating at (and in connection with):</p> <ol style="list-style-type: none"> 1. NRTE VULCAN 2. RAYNESWAY, DERBY 	<ol style="list-style-type: none"> 1. To ensure local MDP compliance of IRR17. 2. To support Rolls Royce in compliance with their obligations to DNSR and, where relevant, the ONR. 3. To support the RN in compliance with their obligations to DNSR. 		<ol style="list-style-type: none"> 1. Must meet the specific RP needs of MDP Units operating within the NRTE area. 2. NRTE is managed under contract by Rolls Royce. 3. Comprehensive liaison and co-operation will be required with DSR Ltd and CNC at Dounreay 4. Comprehensive liaison and co-ordination with Rolls Royce for services provided at Derby.

Serial	Description	Purpose	Status	Comments
7	The service shall provide RP advice to the MDP operating at (and in connection with): 1. OPERATIONAL SUPPORT UNIT SOUTH (OSUS) 3. OPERATIONAL SUPPORT UNIT NORTH (OSUN)	1. To ensure OSU compliance of IRR17.		1. Must meet the specific RP needs of MDP OSU's. 2. OSU's are intrinsically involved with DNM movements and other related SEG activities.
8	The service shall provide RP advice to the MDP operating at (and in connection with): 1. NUCLEAR SECURITY FORCE (NSF) (Previously known as the NGF)	1. To ensure NSF compliance of IRR17.		1. Must meet the specific RP needs of the NSF. 2. NSF is currently drawn from the wider MDP. Levels of training and understanding of RP will be varied. (The intention is to draw the NSF from within the Nuclear Command).
9	The service shall provide RP advice to the MDP operating at (and in connection with): 1. HMNB PORTSMOUTH 2. PORTSMOUTH MARINE UNIT (PMU)	1. To ensure local MDP compliance of IRR17. 2. To support BAE Systems in compliance with their obligations to DNSR and, where relevant, the ONR. 3. To support the RN in compliance with their obligations to DNSR.		1. Must meet the specific RP needs of the MDP Units operating in the Portsmouth Area. 2. HMNB PORTSMOUTH is partly managed under contract by BAE Systems. 3. HMNB PORTSMOUTH is periodically visited by nuclear powered warships and submarines and as such, will have Z Berth(s).
10	The service shall provide RP advice to the MDP operating at (and in connection with): MDP WHITEHALL	1. To ensure local MDP compliance of IRR17 2. AWE Plc is the RPA for the UK Police Service. Advice to MDP WHITEHALL should be consistent with that provided to Military Provost Staff (MPS) where appropriate.		1. Must meet the specific RP needs of MDP Units operating in and around the Whitehall area. 2. MDP WHITEHALL work in close co-operation with the MPS. 3. RP advice may need to dove-tail with RP advice provided to MPS.

Serial	Description	Purpose	Status	Comments
11	The service shall provide RP advice to the MDP operating at all other locations within the United Kingdom (UK) when required.	1. To ensure local MDP compliance of IRR17 where relevant.		RP Advice will need to take note of any localised Emergency Response arrangements and should dove-tail with advice provided to the UK Police Service where necessary.
12	The service shall provide a facility for the provision of RP advice and guidance 24 hours a day, 7 days a week and 365 days a year via telephone, email and physical attendance if appropriate.	1. To ensure the provision of RP advice in response to unforeseen and/or unusual events where ionising radiation is believed to be a factor. 2. Specialist advice for the MDP should be available for each site (as appropriate) during normal working hours – 0800 to 1700 hours, Monday to Friday.		1. Difficult to be too specific other than that advice needs to be available at all times 2. It's expected that MDP will require RP advice analogous to that provided to the UK Police Service. However, such advice should be specific to MDP/MOD needs at the time.
13	The service shall be bounded by an initial min three year fixed term contract.	To provide an element of stability and a period of 'bedding in'.		1. It's believed it will take the service provider at least a year to carry out a full appraisal of MDP RP needs; followed by a period of fine-tuning in order to fully meet MDP RP requirements. If the existing provider is successful, this would not be required. 2. Extensive co-operation and assistance will be required from local MDP Commanders during the early stages to ensure the service provider is given full access. 3. Extensive co-operation will be required between the service provider and third-party Site operators/owners.

Serial	Description	Purpose	Status	Comments
14	The service provider shall have the necessary security clearance to enable it to have sight of MDP RP requirements at a range of sensitive locations.	<ol style="list-style-type: none"> 1. Service provider staff are to hold British Nationality and must <u>not</u> have dual nationality. 3. Service provider staff are to hold security clearance appropriate for information relating to TSG, SEG and RF operational environment and activities. 		<ol style="list-style-type: none"> 1. Non-British Nationals are prohibited from entering AWE. 3. The service provider will need to be given access to MDP operations in order for them to gain an acceptable understanding of MDP RP requirements.
15	Where necessary, the service shall provide RP advice that dove-tails with advice provided to the UK Police Service and other associated organisations where this is in support of MDP operations.	<ol style="list-style-type: none"> 1. To ensure an element of interoperability when and where necessary. 		<ol style="list-style-type: none"> 1. However, any advice must ultimately meet the specific operational needs of the MDP. 2. UK Police Service 'CBRN' operations should not be confused with the RP needs of the MDP Nuclear Command and Allied Trades found within other MDP Units.

DEFFORM 111 - Appendix - Addresses and Other Information

1. Commercial Officer

Name:

Address: Kentigern House 65 Brown Street Glasgow G2 8EX

Email:

☎ +44 (0)141 224 2706

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

Name:

Address MDP HQ, Wethersfield, Essex CM7 4AZ

Email:

☎ +44 (0)1371

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 n/a

6. Intentionally Blank

7. Quality Assurance Representative:

Mark Robertshaw

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

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎ 0151-242-2000 Fax: 0151-242-2809

Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through:

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

Applications via fax or email:

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.