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16 November 2020

Dear Sir / Madam

Invitation to Tender Reference 701074373

1. You are invited to tender for selection to the TEPMT Enabling Framework in competition in accordance with the attached documentation. The requirement is set out in Schedule 1 - Statement of Requirements.

2. There are ten individual Lots on the framework. You may submit a Tender for any number of individual Lots. The Authority is intending to select a minimum of three and a maximum of ten Contractors for this framework, with at least one Contractor selected for each individual Lot.

- Lot 1 - Equipment Installation, Commissioning & Disposal
- Lot 2 - Equipment Setting to Work
- Lot 3 - Equipment Modification & Survey Work
- Lot 4 - Break Fix Repair & Maintenance
- Lot 5 - Local Area Networks (LAN) Installations
- Lot 6 - Asbestos Analytical
- Lot 7 - Asbestos Removal & Disposal
- Lot 8 - Cherry Picker Hire
- Lot 9 - Crane Hire
- Lot 10 - High Pressure and Low-Pressure Air Faults

3. Funding has been approved. The total amount for all Services to be delivered under the framework is £152,500.01 (excluding VAT), at £101,666.67 for the initial period to 31 March 2021 and a further £50,833.34 for the optional period after 1 April 2021 (if invoked).

4. You may raise questions about the tender and the requirement by contacting the Commercial Officer. The deadline for questions is 12 November 2020. Please note that any questions raised, and the answers provided, may be shared with other interested suppliers.

5. There will be a Tenderers Conference and Site Visit on 10 November 2020. Any requests to attend should be confirmed by 30 October 2020.

6. Your tender must be submitted electronically via the AWARD® Virtual Tender Board no later than 10:00 on 23 November 2020. You should allow sufficient time for submission as late tenders will not be accepted.

7. If you intend to submit a tender, you must first send an email to the above contact point confirming that you wish to be included in the Virtual Tender process. This email should state the name and email address of the individual who will be responsible for uploading your tender to AWARD® and should be sent no later than 10:00 on 16 November 2020 (5 working days before the tender return date). Details of how to submit

your tender in AWARD® will be issued on 16 November 2020. You should prepare your tender in advance so that you are able to upload all relevant information before the tender return date.

8. The anticipated date for the contract award decision is 27 November 2020. Please note that this is an indicative date and may change.

Yours faithfully

Lee Culshaw
Commercial Officer

TENDER SUBMISSION CHECKLIST

Tenderer Name	
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Tenderer is a Small or Medium Enterprise <i>(Tick relevant box)</i>	YES	NO
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<i>Tick to confirm</i>	Element
	Written proposal included detailing how you intend to deliver the requirement (if proposal contains any prices, a separate copy with prices removed is also included)
	DEFFORM 47 Annex A completed and signed
	Statement Relating to Good Standing completed and signed
	Schedule 2 - Schedule of Requirements detailing prices completed
	DEFFORM 68 – Hazardous Articles completed
	All Terms & Conditions accepted unconditionally and no requests to amend or add will be made after tender submission
	Payment in arrears through the CP&F/Exostar online payment system accepted
	All requirements can be delivered/provided within the required timescales
	Any security or accreditation requirements can be met by contract commencement date

Tenderers Conference

A Tenderers Conference will take place on Tuesday 10 November 2020.

The event will commence at HMS Collingwood on the morning of Tuesday 10 November. This will include a tour of the relevant parts of the Collingwood site with an opportunity to raise questions.

Due to COVID-19 measures, each tenderer will be restricted to one attendee only, with a limit on the total numbers of attendees.

If more Tenderers wish to attend that can be accommodated in one session, further sessions may be held on the afternoon of 10 November or on Wednesday 11 November.

Tenderers are not mandated to attend the event and answers to any questions raised will be provided to all Tenderers following the event.

Requests to attend the event can be made by emailing the Tenderers Conference Attendees Form to the Commercial Officer by Friday 30 October 2020.

Times and further information will be provided prior to the event once all attendees are confirmed.

The Authority will not be able to provide accommodation for this event.

Tenderers Conference Attendees Form

Tenderer Name	
Tenderer Contact Name	
Tenderer Contact Number	
Attendee Full Name	
Attendee Date of Birth	
Attendee Vehicle Registration, Model & Colour	

Sessions Attendee Would Be Able to Attend (tick all that apply)

	Tuesday 10 November 2020 Morning
	Tuesday 10 November 2020 Afternoon
	Wednesday 11 November 2020 Morning
	Wednesday 11 November 2020 Afternoon

DEFFORM 47 - INVITATION TO TENDER

Contents

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation to Tender. The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
 - Section A – Introduction
 - DEFFORM 47 Definitions
 - Purpose
 - ITT Documentation and ITT Material
 - Tender Expenses
 - Material Change of Control from Supplier Selection
 - Contract Conditions
 - Consultation with Credit Reference Agencies
 - Other Information
 - Section B – Key Tendering Activities
 - Section C – Instructions on Preparing Tenders
 - Tenders for Selected Contractor Deliverables
 - Construction of Tenders
 - Validity
 - Variant Bids
 - Section D – Tender Evaluation
 - Section E – Instructions on Submitting Tenders
 - Submission of your Tender
 - Samples
 - Section F – Conditions of Tendering
 - Conforming to the Law
 - Bid Rigging and Other Illegal Practices
 - Conflicts of Interest
 - Government Furnished Assets
 - Standstill Period
 - Publicity Announcement
 - Sensitive Information
 - Reportable Requirements
 - Specific Conditions of Tendering
 - DEFFORM 47 Annex A – Tender Submission Document (Offer)
 - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
- Contract Schedules
 - Schedule 1 – Statement of Requirements
 - Schedule 2 – Schedule of Requirements
 - Schedule 3 – Contract Data Sheet
 - Schedule 4 – Contractor’s Commercially Sensitive Information Form
- Contract Terms & Conditions
- DEFFORM 68 – Hazardous Articles
- Statement Relating to Good Standing

Section A - Introduction

Definitions

A1. "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.

A2. "Tenderer" means the economic operator or group of operators in the form of a consortium, including sub-contractors, who been invited to submit a response to this Invitation to Tender. Where "you" is used this means an action on you the Tenderer.

A3. "Invitation to Tender" (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.

A4. A "Tender" is the offer that you are making to the Authority.

A5. "Contractor Deliverables" means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) and any associated technical data which the Contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.

A6. "Schedule of Requirements" means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A7. The "Statement of Requirement" details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached to this DEFFORM 47. This may include the System Requirements Document (SRD).

A8. "Conditions of Tendering" means the conditions set out in the DEFFORM 47 that govern the competition.

A9. "Contract Conditions" means the attached conditions that will govern any resultant contract.

A10. A "Third Party" is any person who is not an employee of the Tenderer as defined at A2.

Purpose

A11. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority's requirement. This documentation explains and sets out the:

- a. tender process and timetable for the next stages of the procurement;
- b. instructions and conditions that govern this competition;
- c. information you must include in your Tender and the required format;
- d. administrative arrangements for the receipt and evaluation of Tenders; and
- e. Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.

A12. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A13. This ITT has been issued to all potential Tenderers that have expressed an interest.

A14. The requirement was advertised by the Authority in DCO/Contract Finder dated 18 October 2020 with reference to the requirement for TEPMT Enabling Framework following the Open Procedure under the Public Contract Regulations 2015.

ITT Documentation and ITT Material

A15. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any

intellectual property rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A15.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation, (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. immediately return 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; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A16. Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A15 above.

Tender Expenses

A17. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

Material Change of Control from Supplier Selection

A18. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

Contract Conditions

A19. Standardised Contracting SC1B Conditions are attached.

Consultation with Credit Reference Agencies

A20. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

Other Information

A21.The Tenderers' attention is drawn to the following other information:

Off payroll working rules (IR35) do not apply to this engagement.

A Cyber Risk Assessment is Not Applicable to this requirement.

Section B – Key Tendering Activities

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 / Requests for additional information	12 November 2020	Tenderers	Commercial Officer
Final Date for Requests for Extension to return date ¹	12 November 2020	Tenderers	Commercial Officer
The Authority issues Final Clarification Answers ²	13 November 2020	The Authority	All Tenderers ³
Tender Return	23 November 2020	Tenderers	The Tender Board
Tender Evaluation	23 to 26 November 2020	The Authority	N/A
Contract Award Decision (Standstill)	27 November 2020	The Authority	Tenderers
Contract Commencement	8 December 2020	The Authority	Winning Tenderer

Notes

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 with you whether it is appropriate to disclose the question or response, or both, to 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 sufficient time to submit your Tender.
3. Negotiations are not permitted under the Open or Restricted Procedures.

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

C1. You must Tender for all the Contractor Deliverables listed in the attached Schedule of Requirements. The Authority reserves the right to reject your Tender where you have not tendered for all of the Contractor Deliverables.

Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Price.

C3. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C4. In accordance with F3 your Tender must be valid / open for acceptance for ninety (90) calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

Variant Bids

C5. Variant Bids. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITT Documentation. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

C6. The Authority cannot evaluate any Variant Bids during this competition.

Section D – Tender Evaluation Criteria

D1. This section details how your Tender will be evaluated.

D2. The Tender evaluation will assess which Tenderers provide the Most Economically Advantageous Tenders (MEAT) to The Authority for each Lot of the enabling framework. The Authority is intending to select a maximum of ten Contractors for this framework, with at least one Contractor selected for each individual Lot.

D3. Any Tender which is considered non-compliant for any Commercial, Financial and Technical element or criteria may be excluded from the competition.

D4. Tenderers will be evaluated against each Lot for which they applied. Tenderers may be considered compliant for some Lots and non-compliant for other Lots. If a Tenderer is deemed non-compliant for one Lot that shall not affect their Tender for other Lots. Non-compliance will be in accordance with D12, D17 and D21.

D5. For each Lot of the framework, the Tenderer with the lowest Pricing Rates will be selected for that specific Lot, provided they have submitted a fully compliant Tender.

D6. Where a Tenderer has submitted the lowest compliant Pricing Rates for a specific Lot and has been selected for the framework, they shall also be added to other Lots they have Tendered for, provided they pass all the evaluation criteria for those Lots.

D7. In the event that multiple Tenderers have a fully compliant Tender with the exact same lowest Pricing Rate for a specific Lot, then The Authority reserves the right to select all Tenderers or request that those, and only those, Tenderers submit final and best Pricing Rates, with the lowest final and best Pricing Rate selected for the framework.

D8. Where, following completion of evaluation, only one Tenderer has been selected for any individual Lot, the Authority reserves the right to also consider selecting the one or more Tenderers with the next lowest Pricing Rates for that specific Lot, provided they have a fully compliant tender for that Lot. Those Contractors may then be added to that specific Lot, and only that Lot, if the Authority considers this will increase competition and value for money and provided this does not exceed the maximum number of Contractors for the framework.

D9. Tenders will be evaluated based on the contents of the Tender only. Technical Evaluation will be undertaken independently from Commercial and Financial Evaluations. Technical evaluators will have no knowledge of associated prices.

D10. Should any exclusions, assumptions, dependencies or caveats apply to your Tender or any of the goods and/or services that you would provide when delivering the requirements, these should be clearly indicated in the relevant areas of the Tender.

Commercial Evaluation

D11. The Commercial Evaluation will assess if:

- the Tender was received by the due date and time.
- Tender Offer Annex A was submitted.
- the Schedule of Requirements was submitted.
- all Terms & Conditions have been accepted.
- the Statement of Good Standing was submitted.
- all other requested DEFFORMs were submitted.

D12. A Tender may be considered non-compliant if:

- any of the items detailed above are not provided.

D13. The Authority reserves the right to undertake a financial health check of Tenderers as part of the Commercial Evaluation. Any Tenderer receiving below 10 on a general health check may be considered non-compliant.

Financial Evaluation

D14. The Financial Evaluation will assess the Pricing Rates the Tenderer has offered to deliver all the requirements set out in the Statement of Requirements. Pricing Rates should be entered in the Pricing Rates spreadsheet.

D15. If a Contractor provides different Pricing Rates for different rates for different personnel or equipment, an average rate of the two will be calculated.

Example A -

Contractor quotes £100 Hour Rate for an Operative and £150 Hour Rate for a Supervisor, so the calculation would be:

$$£100 + £150 = £250 / 2$$

The adjusted Pricing Rate is therefore £125.

Example B -

Contractor quotes £1000 Weekly Rate for both Small Size and Large Size equipment, so the calculation would be:

$$£1000 + £1000 = £2000 / 2$$

The adjusted Pricing Rate is therefore £1000.

Please note: These adjusted Pricing Rates shall be for evaluation purposes only.

D16. Tenderers are notified that when the contract is in place, payments for services will be made after the services have been fully delivered.

D17. A Tender may be considered non-compliant if:

- the Tender has not provided Pricing Rates for the Lot they are applying for.

Technical Evaluation

D18. The Technical Evaluation will assess how much confidence the Tender gives The Authority, that the Tenderer can meet and deliver the requirements on the Lots for which they have Tendered.

D19. The Technical Evaluation will assess a set of evaluation criteria on a pass/fail basis. These criteria are indicated in the Technical Criteria Table. Guidance on how Tenders will be assessed is in the Scoring Criteria Table.

D20. Technical evaluators are considered to be Subject Matter Experts (SME) on the Statement of Requirements. If an individual criteria is evaluated by more than the one SME, then an overall result will be agreed between the evaluators for that criteria. This moderated result will be used for the purposes of the evaluation.

D21. A Tender may be considered non-compliant if:

- the Tender receives a fail on any of the pass/fail criteria for a Lot they are applying for.

D22. Technical Criteria Table

Figure	Criteria (to be considered for each individual Lot tenderer applies for)	Score Available	Score Awarded
A	Tenderer has confirmed they hold relevant Accreditations including ISO9001 & NICEIC, Quality Plans, Safety Plans & insurance and can provide if selected for framework	Pass/Fail	

B	Tenderer has provided confidence that they will allocate a sufficient number of qualified personnel to any taskings	Pass/Fail	
C	Tenderer has provided confidence that they will be able to provide all equipment required to deliver any taskings	Pass/Fail	
D	Tenderer has provided confidence that they will be able to provide a quality service	Pass/Fail	
E	Tenderer has provided evidence that they are able to deliver the requirements of the specific Lot for which they have applied	Pass/Fail	

D23. Scoring Criteria Table

<p>Pass</p> <p>In the Authority's opinion the tender response (where relevant to the criteria):</p> <p>clearly details how the requirement will be met in full and sufficient evidence has been provided where required.</p> <p>clearly shows that any required volumes, timescales, standards and support will be met.</p>	<p>Fail</p> <p>In the Authority's opinion the tender response (where relevant to the criteria):</p> <p>does not clearly detail how the requirement will be met in full and sufficient evidence has not been provided where required.</p> <p>Does not clearly show that any required volumes, timescales, standards and support will be met.</p>
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D24. Evaluation Example Table

The following table provides an example of how Tenders may be evaluated/scored and is for illustrative purposes only. The number of questions/Lots do not necessarily reflect this particular requirement or how Tenders for this requirement will be evaluated.

	Lot 1	Lot 2	Lot 3	Lot 4
Tenderer A	£20.00	£32.00	£26.00	£25.00
Tenderer B	£21.00	£25.00	£25.00	£35.00
Tenderer C	£19.99		£30.00	
Tenderer D	non-compliant			
Tenderer E		non-compliant		£22.00

Tenderer C has provided the lowest compliant Pricing Rate for Lot 1 and is selected for that Lot. Tenderer C has also submitted a compliant Tender for Lot 3 so is selected for that Lot.

Tenderer B has provided the lowest Pricing Rate for Lots 2 and 3 so is selected for those Lots. Tenderer B has also submitted a compliant Tender for Lots 1 and 4 so is selected for those Lots.

Tenderer A has submitted compliant Tenders against all Lots but does not have the lowest Pricing Rates for any of these so is not selected for any Lots.

The Authority reserves the right to select Tenderer A for Lot 2, as the second lowest Pricing Rate, to increase competition and value for money.

Tenderer E has provided the lowest compliant Pricing Rate for Lot 4 so is selected for that Lot. Tenderer E was non-compliant for Lot 2 so is not selected for that Lot.

Tenderer D was non-compliant against all Lots so is not selected for any Lots.

	Lot 1	Lot 2	Lot 3	Lot 4
Tenderer A	not selected	not selected	not selected	not selected
Tenderer B	selected	selected	selected	selected
Tenderer C	selected		selected	
Tenderer D	not selected	not selected	not selected	not selected
Tenderer E		not selected		selected

Each Lot has at least one selected Contractor.

Section E – Instructions on Submitting Tenders

Submission of your Tender

E1. Tenders must be submitted electronically via the AWARD® Virtual Tender Board by the date and time stated in the covering letter to this DEFFORM 47. 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. Tenderers are required to submit an electronic online Tender response to this ITT. 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.

E2. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to AWARD® with your Tender as a PDF. Your tender must be compatible with MS Word and other MS Office applications.

E3. 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.

E4. AWARD® is security accredited to OFFICIAL-SENSITIVE. Material that is protectively marked above this classification must not be uploaded.

E5. If you intend to upload any ITAR or Export Controlled information as part of your tender, you must notify the Commercial Officer before you upload your tender to AWARD®.

E6. If you have any difficulty accessing the AWARD® service or if you have any questions with regards to the tendering exercise itself, please contact the Commercial Officer detailed in the covering letter to this DEFFORM 47.

E7. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

Samples

E8. Where samples are required for evaluation purposes you must be prepared to submit them without charge. You should clearly label samples with the following particulars:

- a. your name and address;
- b. the Tender Reference Number and due date for return of the Tender; and
- c. the Description and Item Number as shown in the Schedule of Requirements;

E9. You should send any samples to the named Commercial Officer after the Tender return date.

E10. The Authority may retain all samples for twelve (12) months from the Tender return date. After this period, the Authority will destroy the samples unless you specifically state you require their return. The Authority may keep samples associated with a successful Tender indefinitely.

E11. Samples that are consumed will not be returned.

Section F – Conditions of Tendering

F1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to an offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. The Authority reserves the right to:

- a. seek clarification or additional documents in respect of a Tenderer's submission;
- b. visit your site;
- c. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- d. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;
- e. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
- f. withdraw this ITT at any time, or re-invite Tenders on the same or any alternative basis;
- g. re-issue this ITT on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and / or Single Source Contract Regulations 2014;
- h. choose not to award any contract as a result of the current procurement process;
- i. award a Contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and/or
- j. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C4 and subject to paragraph F3.

F3. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C4. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings challenging the award of the contract are instigated, prior to entry into contract, it is a condition of this ITT that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

Conforming to the Law

F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

Bid Rigging and Other Illegal Practices

F6. You must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline
0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

F7. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.

F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:

- 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 (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

Should your Tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.

Government Furnished Assets

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for that GFA from the named Commercial Officer.

Standstill Period

F10. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORM 158 is sent. Where this is not a working day it extends to midnight at the end of the next working day.

Publicity Announcement

F11. The Authority will publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition between suppliers. You should complete and return DEFFORM 539A as explained in the DEFFORM 47 Annex A and associated Appendix 1.

F12. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

F13. Under no circumstances should you confirm to any Third Party the Authority's acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

Sensitive Information

F14. 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, related aspects of good procurement practice and answering Freedom of Information requests.

F15. 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. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the competition process. This allows the MOD to share information with other Government departments whilst complying with our obligations to maintain confidentiality.

F16. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT/ITN) to any third party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Reportable Requirements

F17. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach these returns listed in the Annex and, where you select yes, you attach the relevant information.

F18. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority's evaluation of your tender, as detailed in Section D.

F19. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your bank and the relevant bank account number on contract award.

Specific Conditions of Tendering

F20. The Tenderers' attention is drawn to the following:

**DEFFORM 47 ANNEX A –
TENDER OFFER**

Ministry of Defence

Tender Ref No. 701074373

Tender Submission Document (Offer)

To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called "the Authority")

The undersigned Tenderer, having read the ITT Documentation, offers to supply the Contractor Deliverables at the stated price(s), in accordance with any referenced drawings and / or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Conditions or any amendments issued by the Authority shall apply.

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK 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)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by the Authority funding?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM528			Yes* / No	
Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?			Yes / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Have you completed the compliance matrix/matrices?			Yes / No / Not Required	
Are you a Small Medium Enterprise (SME)?			Yes / No	

Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 – Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council?	Yes* / No
Have you attached The Bank/Parent Company Guarantee?	Yes* / No / Not Required
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<p>We certify that the offer made 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:</p> <ol style="list-style-type: none"> the offered price has not been divulged to any Third Party, no arrangement has been made with any Third Party that they should refrain from tendering, no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, no discussion with any Third Party has taken place concerning the details of either's proposed price, and no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority 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.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>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.</p>	
Dated this day of Year	
Signature:	In the capacity of
(Must be original) (State official position e.g. Director, Manager, Secretary etc.)
Name: (in BLOCK CAPITALS)	Postal Address:
duly authorised to sign this Tender for and on behalf of:	Telephone No:
(Tenderer's Name)	Registered Company Number:
	Dunn And Bradstreet Number:

Information on Mandatory Declarations

Part Tender

1. Under Condition of Tendering F1, the Authority reserves the right to order some or part of your Tender. If your offer is subject to the Authority contracting for all the Contractor Deliverables select 'Yes' and provide further details in your Tender.

Minimum Order Quantities

2. Where your offer is subject to minimum order quantities select 'Yes' and provide further details in your Tender.

IPR - Restrictions

3. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding).

4. If you have answered 'Yes' in Annex A (Offer) as directed by para 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or likely be, the subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclosure the Contractor Deliverable, including export restrictions. In particular, you must identify:

- a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
- b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
- c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
- d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

6. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

Notification of Foreign Export Control Restrictions

7. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

8. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:

- a. Whether all or part of any Contractor Deliverables are or will be subject to:
 - (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

10. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.

11. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 8.

12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defence Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

13. European Union (EU) legislation permits the use of various procedures to suspend customs duties.

14. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.

15. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty's Revenue and Customs (HMRC) authorisations.

Sub-Contracts Form 1686

16. [Form 1686](#) (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework – Contractual Process](#).

Small and Medium Enterprises

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

18. 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 subcontractors are encouraged to make their own commitment and register with the [Prompt Payment Code](#).

19. 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](#).

20. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd

Web address: www.contracts.mod.uk

Tel No: 0845 270 7099

Transparency, Freedom of Information and Environmental Information Regulations

21. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 ([Government Transparency and Accountability](#)) and the information contained within SC1B Conditions of Contract Clause 5.

22. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

23. You should complete the attached Tenderer's Commercially Sensitive Information Form, explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.

24. You should note that, while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

25. Tenderers must note that use of the [Contracting, Purchasing and Finance](#) (CP&F) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this tender. By submitting this Tender you agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant.

Change of Circumstances

26. If you have not previously submitted a State Relating to Good Standing or circumstances have changed, please select 'Yes' and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

27. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' and provide further details in your Tender.

Military Aviation Authority (MAA) Requirements

28. There are no Military Aviation Authority Requirements.

Bank or Parent Company Guarantee

29. A Parent Company or Bank Guarantee may be required. In the event that your tender is identified as the most favourable / compliant tender, but MOD assesses that a Parent Company or Bank Guarantee is required, then one will be requested (in the form of DEFFORM 24 / 24A as appropriate). No contract will be awarded until a suitable Parent Company or Bank Guarantee, as appropriate, is in place.

The Armed Forces Covenant

30. The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the Armed Forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

31. The Covenant's two principles are that:

- a. the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- b. special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

32. [The Armed Forces Covenant](#) provides guidance on the various ways you can demonstrate your support through the Corporate Covenant.

33. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management
Ministry of Defence
Holderness House
51-61 Clifton Street
London
EC2A 4EY

34. Paragraphs 30 - 33 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

SCHEDULE 1 – STATEMENT OF REQUIREMENTS

Schedule 1 – Statement of Requirements

Background

1. The TEPMT enabling framework is required to provide the Royal Navy's Training Equipment Project Management Team (TEPMT) with a list of selected and approved Contractors to deliver a variety of taskings, giving a competitive and effective means to conduct a varied array of training projects within the Maritime Warfare School (MWS) Establishments.

Framework

2. The framework will be split into ten separate Lots. Contractors can apply to be added to any number of Lots.

Lot 1 - Equipment Installation, Commissioning & Disposal

Lot 2 - Equipment Setting to Work

Lot 3 - Equipment Modification & Survey Work

Lot 4 - Break Fix Repair & Maintenance

Lot 5 - Local Area Networks (LAN) Installations

Lot 6 - Asbestos Analytical

Lot 7 - Asbestos Removal & Disposal

Lot 8 - Cherry Picker Hire

Lot 9 - Crane Hire

Lot 10 - High Pressure and Low-Pressure Air Faults

3. The framework will initially run from its commencement date until 31 March 2021.

4. The framework shall have an option period commencing 1 April 2021. If the Authority chooses to invoke this option period, all Contractors will be given a minimum one month's notice of the decision. The end date of the option period shall be determined at the time that it is invoked but shall not exceed 31 October 2021.

5. All Contractors selected for the framework shall be provided with individual Contracts operating under the same Terms & Conditions.

6. The planned tasks detailed in Annex B are anticipated requirements, for information purposes only, and not a commitment by the Authority to request Services or make payments. Additional tasks, not listed at Annex B, may also arise. Once tasks are confirmed as required under the framework they shall be notified through the formal Tasking Process.

7. There is no guarantee that Services will be required from all Contractors selected for the framework. Payments will only become due to Contractors if they are allocated tasks and deliver Services in accordance with the Tasking Process.

8. On commencement of the framework, £1 may be paid to each selected Contractor, to enable the Contractor to remain on the framework for its duration.

9. Contractors shall provide maximum Pricing Rates for each individual Lot and shall not exceed these Pricing Rates for any services provided throughout the duration of the framework.

Establishments

10. The framework will deliver Services required in the following Establishments:

10.1 HMS Collingwood – Newgate Lane, Fareham, PO14 1AS

10.2 HMS Excellent – Phoenix, Whale Island, Portsmouth, PO2 8ER

10.3 Defence Diving School (DDS) – West Bund Road, Horsea Island, Portsmouth, PO6 4TT

- 10.4 Sea Survival Training Centre (SSTC) – West Bund Road, Hosea Island, Portsmouth, PO6 4TT
- 10.5 HMS Temeraire – Burnaby Road, Portsmouth, PO1 32HB
- 10.6 HMS Sultan, Military Road, Gosport PO12 3BY
- 10.7 H M Naval Base, Portsmouth, PO1 3LT.

11. All work will normally be required to be carried out within the working hours of the establishments, 0800 – 1600 Monday to Thursday and 0800-`1530 Friday. Work outside of the normal working hours can only be agreed by the Training Equipment Project Management Team (TEPMT) Senior Project Manager (SPM).

Quality

12. All work shall be carried out using fully trained and competent staff, in accordance with current Regulations & Standards appertaining to the type of work undertaken, including but not limited to:

- 12.1 The Provision and Use of Work Equipment Regulations 1998 (PUWER).
- 12.2 Electricity at Work Regulations 1989.
- 12.3 Manufacturers guidance.
- 12.4 Waste Electrical and Electronic Equipment Directive.
- 12.5 JSP 375 MoD Health and Safety Handbook.
- 12.6 JSP 604 Defence Manual of Information and Communications Technology (ICT).
- 12.7 BS 7671 requirements for electrical installations – IEE Wiring Regulations 18th Edition.
- 12.8 International Standard ISO/IEC 17025. (Control of Asbestos Regulations 2012) and BS EN ISO/IEC 17020.
- 12.9 Valid HSE/ALU licence
- 12.10 For asbestos removal, although not essential accreditation from one/all the following would be preferred
 - Asbestos Removal Contractors Association (ARCA)
 - United Kingdom Accreditation Service (UKAS)
 - United Kingdom Accreditation Service (UKAS)

13. The Contractor must comply with the Establishment Orders when required to undertake any work on a MoD site:

- 13.1 Contractor shall have ISO 9001 accreditation with a suitable scope for the work required (copy included with tender and updated when necessary).
- 13.2 Contractor shall be NICEIC registered (copy included with tender and updated when necessary).
- 13.3 Contractors must have a Quality Plan setting out how quality standards will be met and maintained (copy included with tender and updated when necessary).
- 13.4 All persons working on the contract to be suitably qualified and experienced (SQEP) for the work being carried out (evidence to be provided if required).
- 13.5 The Contractors staff must be certified by the Establishment Approved Persons (AP), as required for hazardous systems. As an example to obtain this certification individual electricians / electrical fitters, shall, in accordance with Establishment current directives:

- a. Prove their competence by showing original indentures and in date I.E.E. course certification.
- b. Hold an in-date Basic First Aid Certificate
- c. Hold an in-date Basic Fire Fighting Certificate
- d. Be In possession of approved test equipment, electrical safety locking mechanisms and safety signs.

13.6 The Contractor must provide in date certification where necessary for all service tasks.

13.7 The Contractor must meet any requirements necessary to allow their staff to be granted unescorted access to all stated establishments (including any requirement for BPSS security clearance).

Health and Safety

14. Prior to contract commencement (and to be updated when necessary) the Contractor will be required to provide the following:

14.1 A Risk Assessment, to cover potential service tasks. This should include, but not necessarily be limited to, the following elements:

- a. Task should be identified.
- b. Hazards should be identified.
- c. Hazards should be eliminated where possible.
- d. Persons at risk should be identified.
- e. All risks should be formally logged.
- f. Controls should be developed for these risks.
- g. The Assessment should be recorded.
- h. Controls should be implemented.

14.2 Proposed Safe System of Work / Method Statement. This should include, but not necessarily be limited to, the following elements:

- a. Details of the work to be done.
- b. Method of doing this work.
- c. Location of the worksite.
- d. Project timing and phasing.
- e. Details of personnel, their skills, training and competence.
- f. Details of equipment to be used including maintenance procedures and records.

14.3 Copy of the company's Health & Safety Policy.

14.4 History of the company's safety performance.

15. Prior to starting work on each task, the Contractor will be required to provide the following:

15.1 Certification and Test of Plant and Equipment being employed.

15.2 COSHH assessments for any hazardous materials being used.

15.3 Method Statements & Risk Assessments must ensure that the work site will always be kept clean and tidy with all waste resultant from work being undertaken removed from site by Contractor and disposed of law MoD Sustainable Procurement Policy and UK Environmental & Waste Disposal Regulations.

15.4 Evidence that all contractors on site are in date for 4Cs (Site specific).

16. The Contractor must have a minimum of £5M Public liability insurance whilst working on any site under this Contact.

Equipment

17. In order to undertake all elements of work the Contractor must provide, but not necessarily be limited to, the following.

17.1 All tools and lifting equipment (which must have in-date certification) and any other equipment as necessary to complete the task, unless otherwise stated.

17.2 All equipment materials required to carry out the task, unless otherwise stated.

17.3 All work should be undertaken without MoD assistance, unless otherwise stated.

Tasking Process

18. When the Authority assesses that a task is required under a specific Lot of the framework, each Contractor that is allocated to that Lot will be notified of the requirement via a Tasking Order Form. These will usually be issued at least 14 days prior to the work being required. Exceptionally, short notice or emergency tasks may be required with 1-2 days' notice.

19. Tasking Order Form Part A will provide details of the work required, the likely start date and required completion date. This may be supplemented by additional documents, if necessary.

20. If appropriate, a Site Visit may be offered to those Contractors to provide further background on the requirement.

21. On occasions where the Authority consider a task to be more complex, and where there is more than one Contractor allocated to the relevant Lot, technical evaluation criteria may be added to the Tasking Order Form and scores allocated against this during assessment of Contractor proposals. Any evaluation criteria and scoring will be clearly detailed on the Tasking Order Form.

22. Each invited Contractor shall complete and return Tasking Order Form Part B, to confirm if they are able to complete the task. If they are able to undertake the work, they shall provide a proposal detailing how they intend to complete the task along with details of any personnel expected to undertake the work, the expected start and end dates and the total price.

23. Contractors prices shall include, but not necessarily be limited to, the number of hours they require to complete the task along with their pricing rate (not to exceed their maximum pricing rate in the Contract) and the costs for any parts required (not to exceed the price paid for those parts).

24. For each proposal received, the Authority shall assess if it has confidence that the Contractor will be able to meet all the requirements set out in the Tasking Order Form.

25. If more than one proposal is received for a specific task, from those Contractors who are assessed as able to meet the requirement, the Contractor with the lowest price shall be awarded the task, unless additional technical evaluation criteria have been included within the Tasking Order Form, in which case the Contractor who receives the highest score in accordance with the stated criteria shall be awarded the task.

26. If only one proposal is received for a specific task, provided that Contractor is assessed as able to meet the requirement, that Contractor shall be awarded the task.

27. In the event that no proposal is received for a specific task or no proposal is assessed as able to meet to the requirement, the Authority reserves the right to source the work from other providers.

28. All Contractors who have submitted a proposal shall be formally notified of the outcome on Tasking Order Form Part C.

29. Following notification of award of a task, the Contractor shall deliver the requirements in accordance with this Contract. Contractors may be required to attend project or tasking meetings.

30. On completion of a task, the Contractor shall submit their final claim for costs on Tasking Order Form Part D along with evidence of/receipts for anything being claimed in addition to Pricing Rates. The Authority shall reserve the right to challenge any costs quoted.

31. The Authority shall confirm if they are content with the work undertaken by completing Tasking Order Form Part E. A Purchase Order for the sum due shall be raised and receipted in CP&F and the supplier shall submit their invoice for payment against this Purchase Order in Exostar.

Schedule 1 Annex A – Tasking Order Form

TEPMT Enabling Framework Lot X

Establishment	UIN	Establishment Order Number
PART A - Task Description To detail all requirements and full description of work to be carried out with details of any Site Visit required.		
Task Earliest Start Date	Task Required Completion Date	
Task Issue Date	Task Proposal Return Date	
Establishment Contact & Number/Email	Establishment Authorising Officer Signature	

PART B – Contractor Proposal Relevant box to be ticked and supporting information/documents provided.	
<input type="checkbox"/> Our proposal for this task is attached. Our price for this task will be £ (exc VAT).	
<input type="checkbox"/> We are declining this task for the following reasons:	
Contractor Name	Contractor Contact & Number/Email

PART C – Establishment Acceptance

Relevant box to be ticked.

- You have been awarded this task. Confirmation is given for work to commence on:
- You have not been awarded this task as it was not considered to be the best value for money proposal.
- You have not been awarded this task for the following reason:

Establishment Contact & Number/Email	Establishment Authorising Officer Signature

PART D – Contractor Costs

Relevant boxes to be ticked and supporting information/documents provided.

- This task was completed on:
- Our breakdown of final costs is attached (including evidence of costs for any parts purchased).

Task Completion Date	Contractor Contact & Number/Email

PART E - Payment

All relevant boxes to be ticked. Payment to be raised in CP&F.

- All required tasks were undertaken to a satisfactory standard
- Costs has been reviewed and accepted

Purchase Requisition Number	Purchase Requisition Raised Date
Purchase Order Number	Purchase Order Received Date

Schedule 1 Annex B – TEPMT Anticipated Requirements

Serial	Description	Cat
1	996/AMO Disposal TP859/1061	4
2	TEMP-TEIC support to project installations	N/A
3	MWS Equipment Disposal	4
4	DCCT	1
5	TP1112 FASGW(L)	1
6	TP976b KRS Installation	1
7	VCR	1
9	Festo Rig Hydraulic Hoses	1
10	TP1132 Lewin S19/S20	1
11	Sandown Degaussing FTR TP1056	2
12	GEPOD TP921a	2
13	NIDA 1st line repair facility	2
14	SARC PA System	3
15	Chaplaincy Sound System TP1125	4
16	TP891 Compass replacement program	1
17	MWS Interactive screen upgrade Programme	2
18	TP1133 Lewin SLAN/TLAN classroom uplift	2
20	Cooperate Image Lewin	4
21	VIP Entrance	4
22	MW classrooms	2
23	ISTU works post Mountbatten	1
24	DDS Classrooms x 23	2
25	VR classroom upgrade	2
26	Bowman	2
27	Marlborough Classroom Upgrade(s)	2
28	Lewin Classroom Upgrade(s)	2
29	Mercury Classroom Upgrade(s)	2
30	Battle damage repair facility	1
31	Valkyrie Classroom Upgrade(s)	2
32	Boedecea Obsolesence	1
33	PTU Upgrade	1
34	Sea Ceptor Upgrade	1
35	IFF Mode 5 Tech Refresh	1
36	S2087 Tech Refresh	1
37	S2093 Tech refresh	1
38	Sandown Sonar CSP	1
39	B2 RCOPV	1
40	MEWSIC (C2 &RESM)	1
41	F-35 IOC	1
42	ORCA	1
43	P-8 ISD	1
44	T31e	1
45	MIFS 5' Gun	1
46	ISAT 7	1
47	SEA VENOM	1
48	MARTLET	1
49	TLAM/LRSAM TBC	1
50	S2150	1
51	UK Sweep	1
52	T26	1
53	Shared Infrastructure (command system)	1

54	QE HMWHS	1
55	NRP	1
56	S2150	1
57	NCP	1
58	GPI Mk3	1
59	MIFS	1
60	NSOIT	1
61	KRS	1
62	SABA MOD 1	1
63	FOST HM	2
64	FASLANE	2
65	Tactical Voice Trainer	2

**SCHEDULE 2 –
SCHEDULE OF REQUIREMENTS**

Schedule of Requirements

Deliverables		
Lot Number	Specification	Maximum Pricing Rate
Lot 1	Equipment Installation, Commissioning & Disposal	As per Pricing Rate spreadsheet
Lot 2	Equipment Setting to Work	
Lot 3	Equipment Modification & Survey Work	
Lot 4	Break Fix Repair & Maintenance	
Lot 5	Local Area Networks (LAN) Installations	
Lot 6	Asbestos Analytical	
Lot 7	Asbestos Removal & Disposal	
Lot 8	Cherry Picker Hire	
Lot 9	Crane Hire	
Lot 10	High Pressure and Low-Pressure Air Faults	

This is an enabling contract under which tasks will be raised and awarded as required. There is no guarantee that the estimated required hours or prices will be met.

Item Number	Consignee Address (XY code only)
All	As detailed in Statement of Requirements

Item Number	Payment Schedule
1	Payment to be made following completion of each individual task

**SCHEDULE 3 –
CONTRACT DATA SHEET**

Schedule 3 - Contract Data Sheet

Contract Period	<p>Effective date of Contract: TBC</p> <p>The Contract expiry date shall be: TBC</p>
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Commercial Officer</p> <p>Contractor: Contract Manager</p>
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements:</p>

<p>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</p>	<p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority’s Representative (Commercial)</p> <p>b) DSALand-MovTpt-DGHSIS@mod.uk</p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority’s Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
<p>Clause 10 – Delivery/Collection</p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input checked="" type="checkbox"/></p> <p>Special Instructions:</p> <p>Collected by the Authority <input type="checkbox"/></p> <p>Special Instructions (including consignor address if different from Contractor’s registered address)</p>
<p>Clause 12 – Packaging and Labelling of Contractor Deliverables</p>	<p>Additional packaging requirements:</p> <p>N/A</p>
<p>Clause 13 – Progress Meetings</p>	<p>The Contractor shall be required to attend the following meetings:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>
<p>Clause 13 – Progress Reports</p>	<p>The Contractor is required to submit the following Reports:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: Lee Culshaw

Address: MP1.1, NCHQ, Leach Building, Whale Island, Portsmouth, PO2 8BY

Email: lee.culshaw100@mod.gov.uk

☎ 03001552535

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

Name:

Address:

Email

☎

3. Packaging Design Authority:

Organisation and point of contact:

DES IMOC SCP TLS Packaging

MOD Abbey Wood,

Bristol, BS34 8JH

Tel: +44(0)30 679 35353

DESIMOCSCP-TLS-Pkg@mod.uk

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

☎

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

As per section 2

☎

(b) U.I.N.

5. Drawings/Specifications are available from:

6. Intentionally Left Blank

7. Quality Assurance Representative:

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:

See Schedule of Requirement

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 ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com

11. The Invoice Paying Authority:

Ministry of Defence

☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

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 Arcott

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 Intranet site requests should be submitted through the Commercial Officer named in Section 1.

**SCHEDULE 4 –
CONTRACTOR’S COMMERCIALY
SENSITIVE INFORMATION**

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

Contract No:
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) 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: Email Address:

**DEFFORM 68 –
HAZARDOUS ARTICLES**

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

TERMS AND CONDITIONS



**MOD Terms and Conditions for Less
Complex Requirements
(£122,979 - £378,660)**

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, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

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

Contractor Commercially Sensitive Information means the information listed as such in the Contract, 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 of requirements.

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

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

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 associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the schedules; and
- (3) the documents expressly referred to in the agreement.

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

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

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

4 Disclosure of Information

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

5 Transparency

a. 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 Contract;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.

b. Notices shall be deemed to have been received:

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

8 Supply of Contractor Deliverables and Quality Assurance

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

9 Supply of 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 Contract.:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- 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 Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables 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 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 Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables 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 Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

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

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 Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

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.

20 The Project Specific DEFCONs and DEFCON SC Variants that apply to this Contract are:

DEFCON 5J (Edn 11/16) - Unique Identifiers
DEFCON 76 SC1 (Edn 12/16) - Contractor's Personnel at Government Establishments
DEFCON 129J SC1 (Edn 06/17)– The Use of the Electronic Business Delivery Form
DEFCON 502 SC1 (Edn 11/16)- Specifications Changes
DEFCON 503 SC1 (Edn 12/16) – Formal Amendments to Contract
DEFCON 532A SC1 (Edn 08/20) - 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 538 (Edn 06/02) - Severability
DEFCON 566 (Edn 10/20) - Change of Control of Contractor
DEFCON 609 (Edn 08/18) or SC1 (Edn 08/18) - Contractor's Records
DEFCON 620 SC1 (Edn 12/16)– Contract Change Control Procedure
DEFCON 630 SC1 (Edn 12/16) – Framework Agreements
DEFCON 637 (Edn 05/17) - Defect Investigation and Liability
DEFCON 656A (Edn 08/16) - Termination for Convenience Under £5m

21 The special conditions that apply to this Contract are:
AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

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

22 The processes that apply to this Contract are:

The Contractor shall notify the Authority as soon as they become aware of any circumstance which will impact on their ability to deliver any of the requirements or meet any of the stated timescales.

**STATEMENT RELATING TO
GOOD STANDING**

Dear Sir or Madam,

1. Thank you for your interest in the TEPMT Enabling Framework
2. You will be aware that the MOD expects its suppliers to maintain high standards of integrity and professionalism in their business dealings and adhere to the laws of the countries where they operate.
3. Regulation 57 of **the Public Contracts Regulations 2015** applies to the current procurement. For the purposes of meeting its obligations under the Regulations, the MOD requires all potential suppliers to complete the Statement Relating to Good Standing. This requires a signature on behalf of the company to confirm that none of the matters referred to in Regulation 57(1) and (3) (being grounds for mandatory exclusion) or in Regulation 57(4) and (8) (being grounds for discretionary exclusion) apply to the supplier.
4. The MOD may disqualify any supplier from the procurement who has been convicted of any of the offences listed at Regulation 57(1) and (3) or where any of the situations in regulation 57(4) or (8) apply. If any of the matters referred to in the Statement applies to your company, you must provide additional information regarding the circumstances, including, if appropriate, any remedial action to prevent their recurrence or any payment of, or agreement to pay, outstanding taxes or social security contributions. This additional information, excluding any supporting documentation, shall not exceed five (5) A4 pages in total.
5. Any evidence of fraud, bribery, corruption or other dishonest irregularities in relation to this procurement procedure could result in your disqualification from the procedure.
6. The Statement Relating to Good Standing must be signed on behalf of the legal entity seeking to contract for this requirement at Director Level or equivalent. Please return the signed Statement Relating to Good Standing and any additional information to the Authority no later than fourteen (14) calendar days from the date of this letter.
7. May I once again thank you for the interest you have shown in this requirement.

Yours faithfully

Lee Culshaw

The Statement Relating To Good Standing

Contract Title: TEPMT Enabling Framework

Contract Number: 701074373

1. We confirm, to the best of our knowledge and belief, that [*insert potential supplier*] including its directors or any other person who has powers of representation, decision or control or is a member of the administrative, management or supervisory body of [*insert potential supplier*] has not been convicted of any of the following offences within the past 5 years:

- a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
- c. common law offence of bribery;
- d. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
- e. any of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:
 - (1) the common law offence of cheating the Revenue;
 - (2) the common law offence of conspiracy to defraud;
 - (3) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
 - (4) fraudulent trading within the meaning of section 458 of the Companies Act 1985, Article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006;
 - (5) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
 - (6) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
 - (7) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
 - (8) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or
 - (9) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;
- f. any offence listed:
 - (1) in section 41 of the Counter Terrorism Act 2008; or
 - (2) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
- g. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;

- h. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;
- i. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
- j. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;
- k. an offence under section 59A of the Sexual Offences Act 2003;
- l. an offence under section 71 of the Coroners and Justice Act 2009;
- m. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- n. an offence under section 2 or 4 of the Modern Slavery Act 2015;
- o. any other offence within the meaning of Article 57(1) of Public Contracts Directive –
 - (1) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland: or
 - (2) created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;
- p. any breach of its obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any jurisdictions of the United Kingdom

2. **[Insert potential supplier]** further confirms to the best of our knowledge and belief that within the last 3 years it:

- a. has fulfilled its obligations relating to the payment of taxes and social security contributions of the country in which it is established or with those of any jurisdictions of the United Kingdom;
- b. is not bankrupt or is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an agreement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
- c. has not committed an act of grave professional misconduct, which renders its integrity questionable;
- d. has not entered into agreements with other suppliers aimed to at distorting competition;
- e. is not subject to a conflict of interest within the meaning of regulation 24;
- f. has not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;
- g. has not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;
- h. is not guilty of serious misrepresentation in providing any information required by this statement;
- i. has not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;

- j. in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;
- k. has fulfilled its obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in [PPN 8/16](#) Annex C).

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

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