



Ministry
of Defence

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Our Ref: Marshall/002

3rd November 2017

Dear Sir/Madam

**Invitation to Tender - Reference No. Marshall/002 - MARSHALL INFRASTRUCTURE
PRINCIPAL SUPPORT PROVIDER ('Marshall PSP')**

1. You are invited to Tender for Marshall Principle Infrastructure Support (MPIS) in competition in accordance with the attached documentation. **NOTE:** The ITT has an 'OFFICIAL' Security marking which applies to this document DEFFORM 47 and all Annexes and Appendices.
2. The requirement is for Infrastructure support as detailed in the Schedule of Requirement (inc Statement of Work) at Annex B to the ITT Terms and Conditions.
3. Funding for £1.266m has been approved on 22nd February 2017. The budget is £1.911m; the remaining amount is subject to further financial approval.
4. The anticipated date for the contract award decision is 3rd January 2018 please note that this is an indicative date and may change.
5. You must submit your Tender to arrive no later than **15:00 Monday 4th December 2017**. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.
6. Please confirm receipt of this Invitation To Tender to the Commercial Officer stated in the above address.

Yours faithfully

[REDACTED]

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List of Suppliers Invited to Submit a Tender for ITT No. Marshall/002

| Company | Address |
|---|---|
| Amec Foster Wheeler Environment & Infrastructure UK Limited | Gables House, Kenilworth Road, Leamington Spa, CV32 6JX, United Kingdom |
| Arcadis (UK) Ltd | Three Piccadilly Place, Manchester, M1 3BN, United Kingdom |
| BAE Systems | Real Estate Solutions Warwick House, Farnborough Aerospace Centre, Farnborough, Hants, GU14 6YU, United Kingdom |
| Interserve (Defence) Ltd | Capital Tower, 91 Waterloo Road, London, SE1 8RT |
| Mott MacDonald | Spring Bank House, 33 Stamford Street, Altrincham, WA14 1ES, United Kingdom |
| WYG | Arndale Court, Headingley, Leeds, West Yorkshire, LS6 2UJ |



DE&S

Invitation To Tender

for

Marshall Principle Infrastructure Support (MPIS) Marshall/002

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 Page 6
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 - Appendix 3 to Annex B – Key Performance Indicators (KPI's)
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Section A – Introduction

DEFFORM 47 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/Potential Provider” means the economic operator or group of operators in the form of a consortium, including sub-contractors, who have 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.

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

A5. “Contractor Deliverables” means 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 the 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 “Schedule of Requirement (inc Statement of Work)” is attached at Annex B.

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 Authority or 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 chosen during the supplier selection stage, listed on of this DEFFORM 47.

A14. The requirement was advertised by the Authority in the Tender Electronic Daily dated 10th March 2017 (Ref: 2017/S 049-089954) following the Restricted Procedure under the Public Contracts 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 ITT Material (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'.

A.16 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. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Acquisition System Guidance (ASG).

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.

Section B – Key Tendering Activities

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

| Stage | Date and Time |
|--|---|
| Issue ITT | Friday, 3 rd November 2017 |
| Final date for Clarification Questions / Requests for additional information | 15:00 Tuesday, 21 st November 2017 |
| The Authority issues Final Clarification Answers | No later than 12:00 (midday) Thursday, 23 rd November 2017 |
| Tender Return | 15:00 Monday 4 th December 2017 |
| Tender Evaluation | Monday 4 th December 2017 to Wednesday 3 rd January 2018 |
| Notice of Intent to Award (DEFORM158) | Wednesday, 3 rd January 2018 |
| Standstill Period | Thursday, 4 th January 2018 to 00:00 (midnight) Monday 15 th January 2018 |
| Confirmation of Award | Tuesday, 16 th January 2018 |

Notes

1. Regarding written questions 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.
2. 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. Under these circumstances the Authority will endeavour to ensure that you have at least 10 working days to submit your Tender. The Authority's decision will be final.
3. Any questions raised must be submitted in writing to all the following contacts only.



4. The Authority will submit responses to clarification questions raised, on a weekly basis, up to the deadline for 'Final Clarification Answers' confirmed in the table above.
5. Negotiations are not permitted under the Restricted Procedure.

Section C - Instructions on Preparing Tenders

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 requirement.

Construction of Tenders

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

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 your Tender must be valid / open for acceptance for 6 months following the deadline for receipt of tenders. If successful, your Tender must be open for acceptance for a further ninety (90) calendar days.

Variant Bids

C5. Variant bids will not be accepted.

Section D – Tender Evaluation

D1. This section details how your Tender will be evaluated, the tools used to evaluate the Tender, and the evaluation criteria. The evaluation of Tenders will include the Commercial and Financial Aspects and Technical Aspects.

D2. The Tender response should be at a level to provide the Authority with the confidence that the Tenderer can satisfactorily undertake the work required. Unnecessarily elaborate brochures or other material beyond that sufficient to present a complete and effective proposal are not desired.

D3. Two discrete teams; one evaluating the Commercial and Financial proposal and the other evaluating the Technical proposal will undertake the evaluation. Members of the teams will undertake marking individually, prior to a moderation panel.

D4. The marking of each Tender submission will be based solely on the proposals provided by each Tenderer against the criteria of the DEFFORM 47. Guidance will be given to the evaluation team prior to the proposals being received to ensure an impartial evaluation of proposals.

D5. The evaluation of the Commercial and Financial Aspects will address: -

- a) DEFFORM 47 declarations. The Authority reserves the right to consider a Tender non-compliant if it fails to provide any required documentation in response to this ITT.
- b) Compliance with the contractual terms and conditions. Unqualified acceptance of the contractual terms and conditions will be deemed commercially compliant.

NOTE: If a Tenderer fails to unconditionally accept any of the contractual terms and conditions, it will be considered non-compliant and be disqualified from the competition.

- c) **IMPORTANT:** Your tender must NOT include any 'assumptions' or 'provisos'. If you require any clarification or reassurance on the content of any aspect of the ITT package there is opportunity to do so during the clarification phase of the tendering period. ANY tender that includes either assumptions or provisos will be deemed to be non-compliant and will not progress further in the evaluation.

D6. The Technical Aspects of the Tender will be evaluated based upon the technical solution proposed to undertake the Schedule of Requirements and Statement of works successfully. The weighting of the marking and the marking criteria for the Technical Aspects of the Tender is included in this DEFFORM 47. Any marks below the identified minimums shall be deemed to be technically non-compliant and the Tenderer removed from competition. The evaluation is necessary to determine that the Tenderer is able to undertake the work required. It is insufficient to make a claim without supporting evidence.

D7. The Tender will be evaluated using the Most Economically Advantageous Tender (MEAT) method. This is a comparative score and the scoring method is worked out using the ratios and calculations below. The optimum is the highest technical score and lowest price, this together would get the highest total score, i.e. If you had the highest technical score but your price was double that of the lowest priced compliant Tender, this would receive a lower total score.

D8. The evaluation is out of 100 as this represents 100% of the total available score and is weighted as follows: -

- 70% on the Technical Mark/Non-financial information; and
- 30% on the price/financial information.

D9. The Tenderer shall submit Day Rates for the term of the contract.

D10. Please see below worked example of how the financial and non-financial/Technical elements are evaluated. This illustrates the process that ensures a consistent and fair result.

D11. The Technical and Pricing scores are added together to give the total score. The successful Tender is the one with the highest total score.

D12 In the event of two or more Tenders are awarded the same total Score, the winning Tender shall be the Tender with the highest scoring Technical mark.

Scoring Mechanism

| Assessment | Score | Evidence |
|-----------------|-------|--|
| High confidence | 100 | The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full. |
| Good confidence | 70 | The response is sufficiently detailed to demonstrate a good understanding and provides details of how the requirements will be fulfilled. |
| Low confidence | 30 | The response addresses some elements of the requirement but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled. |
| Major concerns | 0 | Nil or inadequate response. Fails to demonstrate an ability to meet the requirement. |

Section E – Instructions on Submitting Tenders

Submission of your Tender

E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserves the right to reject any Tender received after the stated date and time. You must provide: -

- **three (3) unpriced paper copies;**
- **one (1) priced paper copy;**
- **one (1) CD priced; and**
- **one (1) CD unpriced**

You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.

E2. You must include the electronic copy of the priced and unpriced Tender with the associated paper copy only. You must label CDs containing electronic copies of the Tender with “Includes Prices” or “Unpriced”. The electronic copies of the Tenders must be compatible with Microsoft Office Word 2010 and other MS Office 2010 applications. If you password protect or encrypt any information on CDs containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.

E3. You must complete and include DEFFORM 47 Annex A (Offer) with your Tender. Where you select ‘Yes’ to any questions you must attach the relevant information.

E4. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your priced Tender.

E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.

E6. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender. They will remain secure and unopened until the Tender board convenes.

E7. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.

E8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

Information to be Provided

Non-Financial/Technical Information

The information provided and responses to questions must structured clearly and in the order provided below.

| QUESTION | | Total Weighting 70% | Minimum Score required |
|--|--|-----------------------------------|------------------------|
| EXECUTIVE SUMMARY | | | |
| Please provide an Executive Summary confirming your understanding of our Requirement (no more than 2 sides of A4, Arial front 11) | | Pass/Fail | |
| METHODOLOGY | | | |
| Stakeholder and Account Management | | | |
| <u>Schedule of Requirements Ref:</u> Main Body 15. Appendix 1 to Annex B | Please provide your Stakeholder Management Strategy that is specific to this contract, which must include: - <ul style="list-style-type: none"> • Approach to provision of updates and awareness that would be appropriate to such a large and complex contract; • Proposal of a robust approach to maintaining and developing | Sub-Total 2% | 70 |

| | | | |
|--|--|---|------------------|
| <p>1.13</p> <p>Contract Management Plan</p> <p>16.</p> | <p>stakeholder communications and productive relationships, supported by confirmation of clear understanding and evidence of a collaborative ethos and strong stakeholder working</p> <p>(no more than 3 sides of A4 Arial font 11, excluding diagrams)</p> | | |
| Suitably Qualified & Experienced Personnel (SQEP) | | | |
| <p><u>Schedule of Requirements</u> <u>Ref:</u></p> <p>Main Body</p> <p>15. 16. 17. 18.</p> <p>Appendix 2 to Annex B</p> <p>15.</p> | <p>Please provide confirmation of the team you propose. This should include for each team member, the following: -</p> <ul style="list-style-type: none"> • Name; • Role and area of expertise and how this relates to the specific subject matter of the contract; • Previous experience that is specific to the requirements of this contract; and • Confirmation of why this person in particular has been selected; and • Professional Qualifications <p>Note – each team member proposed must also correlate clearly with the role titles in the Commercial Schedule.</p> <p>(No more than 2 sides of A4 Arial font 11 for each team member)</p> | <p>Sub-Total</p> <p>10%</p> | <p>70</p> |
| Reporting and Recommendations | | | |
| <p><u>Schedule of Requirements</u> <u>Ref:</u></p> <p>Appendix 1 to Annex B</p> <p>1.4 1.8 1.9 2.1</p> | <p>Please provide confirmation and proposed examples of the format of the following, and explain how your approach adds value to the contract:-</p> <ul style="list-style-type: none"> • Summary Monthly Report; • Acceptance Recommendations – for infrastructure to be accepted by Marshall DT and recommendations to DIO to consider for acceptance; • Recording mandatory & statutory inspection & certification suitable for DT Service Delivery Phase • Typical <u>content</u> for providing feedback on structural & electrical design submissions. | <p>Sub-Total</p> <p>2%</p> | <p>70</p> |

| Design Reviews | | | |
|---|--|---|------------------|
| <p><u>Schedule of Requirements Ref:</u></p> <p>Main Body</p> <p>18.</p> <p>Appendix 1 to Annex B</p> <p>1.2 1.15</p> | <p>Please confirm your approach and methodology for dealing with Infrastructure Design Reviews highlighting the key considerations and providing relevant examples of review conducted and the outcome.</p> <p>(No more than 2 sides of A4 Arial font 11 highlighting key considerations)</p> | <p>Sub-Total</p> <p>10%</p> | <p>70</p> |
| Acceptance Recommendations | | | |
| <p><u>Schedule of Requirements Ref:</u></p> <p>Appendix 1 to Annex B</p> <p>1.5 1.15</p> | <p>Please confirm your approach and considerations for conducting Infrastructure Acceptance reviews and Recommendations stating your considerations, how recommendations could be presented, together with a relevant example where this has been conducted.</p> <p>(No more than 2 sides of A4 Arial font 11 highlighting key considerations)</p> | <p>Sub-Total</p> <p>8%</p> | <p>70</p> |
| Mandatory and Statutory Inspections | | | |
| <p><u>Schedule of Requirements Ref:</u></p> <p>Appendix 1 to Annex B</p> <p>1.8</p> | <p>Please confirm your approach and considerations for how mandatory and statutory inspections and certification could be determined and recorded including any relevant example where you have provided this recording and monitoring function.</p> <p>(No more than 2 sides of A4 Arial font 11 highlighting key considerations)</p> | <p>Sub-Total</p> <p>8%</p> | <p>70</p> |
| Risk Management | | | |
| <p><u>Schedule of Requirements Ref:</u></p> | <p>Please provide confirmation of your methodology for identification of threats/opportunities and mitigation.</p> | <p>Sub-Total</p> <p>2%</p> | <p>70</p> |

| | | | |
|---|--|-----------------------------------|-----------|
| Appendix 1 to Annex B 1.6 2.4 2.5 | (no more than 2 sides of A4 Arial font 11, excluding diagrams) | | |
| Knowledge Transfer | | | |
| <u>Schedule of Requirements</u> <u>Ref:</u> Appendix 1 to Annex B 4.1 | Please provide your approach to recording and analysing information and advice provided relating to Infrastructure and how this can be structured to enable re-use of information, knowledge transfer and identification of trends and remedial actions. Please provide a relevant example where you have provided a similar function. (no more than 2 sides of A4 Arial font 11, excluding diagrams) | Sub-Total 2% | 70 |
| Planning Permissions | | | |
| <u>Schedule of Requirements</u> <u>Ref:</u> Appendix 1 to Annex B 1.9 | Please confirm your considerations with respect to the Town Planning requirements of Project Marshall, together with your proposals for how the Town Planning activities can be approached, recorded and monitored. Please provide any relevant examples of how you have achieved managing a similar, relevant requirement. (No more than 2 sides of A4 Arial font 11 highlighting key considerations) | Sub-Total 9% | 70 |
| Sustainable Development & Environmental Impact Assessments | | | |
| <u>Schedule of Requirements</u> <u>Ref:</u> | Please summarise your key considerations for Sustainable Development and Environmental Impact Assessments and how these | Sub-Total 1% | 30 |

| | | | |
|---|---|--|------------------|
| <p>Appendix 1 to Annex B</p> <p>1.12</p> | <p>may be approached, recorded & monitored.</p> <p>Please provide any relevant examples of how you have achieved managing a similar, relevant requirement.</p> <p>(No more than 2 sides of A4 Arial font 11 highlighting key considerations)</p> | | |
| Safeguarding | | | |
| <p><u>Schedule of Requirements</u> <u>Ref:</u></p> <p>Appendix 1 to Annex B</p> <p>1.10</p> | <p>Please confirm your approach and considerations for supporting Planning objections for proposals within MOD Safeguarding zones.</p> <p>(No more than 2 sides of A4 Arial font 11 highlighting key considerations)</p> | <p>Sub-Total</p> <p>1%</p> | <p>30</p> |
| CDM Regulations | | | |
| <p><u>Schedule of Requirements</u> <u>Ref:</u></p> <p>Main Body</p> <p>18</p> <p>Appendix 1 to Annex B</p> <p>3.1</p> | <p>Please confirm your approach and considerations for how recording, monitoring and audit of CDM Regulations compliance could be achieved or how you have met this requirement in a similar, relevant project or contract environment.</p> <p>(No more than 2 sides of A4 Arial font 11 highlighting key considerations)</p> | <p>Sub-Total</p> <p>8%</p> | <p>70</p> |
| MOD Estate | | | |
| <p><u>Schedule of Requirements</u> <u>Ref:</u></p> <p>Appendix 1 to Annex B</p> <p>2.2 2.3</p> | <p>Please describe the challenges you anticipate in working with Infrastructure on the MOD estate and with its Stakeholders, specific to the content of this Schedule of Requirement.</p> <p>Please describe your approach to managing these challenges</p> <p>(No more than 2 sides of A4 Arial font 11 highlighting key considerations)</p> | <p>Sub-Total</p> <p>5%</p> | <p>70</p> |
| | | | |

| Siting Boards, Acceptance Boards and Demarcation | | | |
|--|---|-----------------------------------|-----------|
| Schedule of Requirements Ref: Appendix 1 to Annex B | Please describe your experience of MOD Siting Boards, Acceptance Boards and agreeing demarcation of responsibilities. Please provide examples of your role and key considerations for each. | Sub-Total 2% | 70 |
| 1.11 | (No more than 2 sides of A4 Arial font 11 highlighting key considerations) | | |

NOTE: If any response to a question is scored less the 'Minimum Score Required' confirmed in the above table, the bid will be deemed to be technically non-compliant and will not proceed further in the evaluation

Financial Information

Note to tenderers: Price forms a significant element of the evaluation, to this end it is strongly recommended that tenderers propose the keenest pricing from the outset.

Table 1 – Weighting 25%

The Tenderer must complete columns B to E

| A | B | C | D | E |
|----------------------|-------|-----------------------------------|--------------------------------|--|
| Grade/Role | Names | Resource Allocation Weighting (%) | Daily Rate Offered (£ exc VAT) | Weighted Daily Rate (£ exc VAT) C x D = E |
| Partner/Director | | | £ | £ |
| Managing Consultant | | | £ | £ |
| Principal Consultant | | | £ | £ |
| Senior Consultant | | | £ | £ |
| Consultant | | | £ | £ |
| Junior Consultant | | | £ | £ |
| | | | | |

| | | | | |
|--|--|--|---|---|
| Trainee Consultant | | | £ | £ |
| Structural Engineer/ Chartered Engineer | | | £ | £ |
| Electrical engineer/ Chartered Engineer | | | £ | £ |
| Total Average Weighted Daily Rate (Total of Weighted Daily Rates / Number of Roles) | | | | £ |

- Note: with regards to the Partner/Director role, the Authority will not pay for Quality Assurance
- The Rates in Column D are the rates the Contracting Authority will be charged for each Tasking Order.
- The Total Average Weighted Daily Rate in Column E is for evaluation purposes only
- The Tenderer must confirm the 'Resource Allocation Weighting' for each role. The total for all the roles combined must add up to 100%.
- The weighting attributed to each role must correlate with the non-financial/Technical information provided.
- **Note:** Travel & Subsistence claims must be in accordance with MOD DE&S T&S policy. Any Travel and Subsistence must be approved by DE&S prior to incurring expenditure.

Table 2 - Weighting 5%

| Cumulative Contract Expenditure Thresholds (£ exc VAT) | % Discount against each invoice |
|---|--|
| 250,000 to £750,000 | |
| 750,001 to 1,250,000 | |
| 1,250,001 to 1,750,000 | |
| 1,750,001 + | |
| Average of the % discount offered | |

- If the Authority exceeds a Cumulative Contract Expenditure Threshold the relevant discount rate will apply from that point on until the next threshold is achieved. The discount level will apply throughout the life of the agreement, including any extension period, unless the next discount level is achieved.

Financial Evaluation

Table 1 – the Tenderer with the lowest Total Average Weighted Daily Rate will be awarded the maximum score available 25%. All other bids will be scored proportionately.

Table 2 – The Tenderer with the highest 'Average of the % discount offered' will be given the maximum score available 5%. All other bids will be scored proportionately.

WORKED EXAMPLE THE EVALUATION PROCESS

Financial Evaluation

Total Average Weighted Daily Rate

The tender with the lowest Total Average Weighted Daily Rate (TAWDR) is automatically given the maximum score available – 25%

All other bids are scored proportionately using the equation below: -

$$\frac{\text{Lowest TAWDR (£200)}}{\text{Next bidder's TAWDR}} \times 100 \times 25\%$$

Table 1

| Supplier A | Supplier B |
|---------------------------------------|--|
| £200 | £300 |
| Lowest TAWDR – therefore score is 25% | $200 / 300 \times 100 \times 25\% = 16.67\%$ |

Average of the percentage reductions offered

The tender with the highest Average Percentage discount offered is automatically given the maximum score available – 5%

All other bids are scored proportionately using the equation below: -

$$\frac{\text{Average \% Discount offered}}{\text{Highest Average \% Discount offered}} \times 100 \times 5\%$$

Table 2

| Supplier A | Supplier B |
|--|---|
| 5% | 10% |
| $5\% / 10\% \times 100 \times 5\% = 2.5\%$ | Highest average discount, therefore score is – 5% |

Non-Financial/Technical Evaluation

Equation

Weighted score, per question: -

$$\frac{\text{Score given}}{\text{Maximum score available (100)}} \times 100 \times \% \text{ weight for that question}$$

| Supplier A | | | |
|--|---------------------------------|-------------|--------------------|
| Question | Question Weighting (out of 70%) | Score given | Weighted score (%) |
| Stakeholder & Account Management | 2 | 100 | 2 |
| SQEP | 10 | 70 | 7 |
| Reporting & Recommendations | 2 | 70 | 1.4 |
| Design Reviews | 10 | 70 | 7 |
| Acceptance Recommendations | 8 | 70 | 5.6 |
| Mandatory & Statutory Inspections | 8 | 100 | 8 |
| Risk Management | 2 | 100 | 2 |
| Knowledge Transfer | 2 | 70 | 1.4 |
| Planning Permissions | 9 | 100 | 9 |
| Sustainable Development & Environmental Impact Assessments | 1 | 70 | 0.7 |
| Safeguarding | 1 | 100 | 1 |
| CDM Regulations | 8 | 100 | 8 |
| MOD Estate | 5 | 70 | 3.5 |
| Siting Boards, Acceptance Boards and Demarcation | 2 | 70 | 1.4 |
| | | | |

| | |
|---|-------------|
| Score for non-financial evaluation | 58.0 |
|---|-------------|

| Supplier B | | | |
|--|--|--------------------|---------------------------|
| Question | Question Weighting (out of 70%) | Score given | Weighted score (%) |
| Stakeholder & Account Management | 2 | 100 | 2 |
| SQEP | 10 | 70 | 7 |
| Reporting & Recommendations | 2 | 100 | 2 |
| Design Reviews | 10 | 70 | 7 |
| Acceptance Recommendations | 8 | 70 | 5.6 |
| Mandatory & Statutory Inspections | 8 | 70 | 5.6 |
| Risk Management | 2 | 100 | 2 |
| Knowledge Transfer | 2 | 70 | 1.4 |
| Planning Permissions | 9 | 70 | 6.3 |
| Sustainable Development & Environmental Impact Assessments | 1 | 70 | 0.7 |
| Safeguarding | 1 | 100 | 1 |
| CDM Regulations | 8 | 100 | 8 |
| MOD Estate | 5 | 100 | 5 |
| Siting Boards, Acceptance Boards and Demarcation | 2 | 100 | 2 |
| Score for non-financial evaluation | | | 55.6 |

Overall result %

| | | Supplier A (%) | Supplier B (%) |
|------------------------------------|--------------------------------|-----------------------|-----------------------|
| Financial Scoring | TAWDR (25%) | 25 | 16.67 |
| | Average % discount (5%) | 2.5 | 5.0 |
| Non-Financial Scoring (70%) | | 58.0 | 55.6 |
| Final Score | | 85.5 | 77.27 |
| Evaluation Ranking | | 1 | 2 |

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 any 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 the 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 are instigated, challenging the award of the contract, 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.

Ethical Behaviour

F9. As part of its role to provide service to the Authority, the Tenderer acknowledges that it (and its employees, agents and subcontractors) may acquire substantial information concerning the Authority's procurement projects and programmes of the Authority which could provide the Tenderer with an advantage and render unfair an otherwise genuine and open competitive procurement exercise for other goods and /or services.

F10. In the event of a competitive procurement for goods and/or services, subject to its compliance with the terms of this Agreement, the Tenderer shall (subject also to any requirements set out in the relevant Authority's invitation to Tender documents being satisfied) not be discounted from participating in any procurement exercise merely by virtue of its provision of other services to the Authority, PROVIDED THAT:

- The Tenderer can demonstrate that it has fully and properly complied with all obligations as set out in this Agreement; and
- The Tenderer can demonstrate that it has maintained "ethical walls" as referred to in the paragraph below.

F11. In the event that the potential Tenderer wishes to submit a Tender or participate in any competitive tender for the provision of services relating to the Marshall Principle Infrastructure Support Provider contract, or any other procurement project or programme of the Authority, it shall demonstrate to the Authority and otherwise ensure at all times that:

- Such tender is not made with the benefit of the Information;
- Those persons who receive the Information directly or indirectly pursuant to this agreement (the "BAU Team") are not involved (and have not been involved) in the tender process in any way and do not directly or indirectly provide the Information to persons in any way in the tender (the "Bid Team");
- Any information is not available to the Bid Team (or other employees of the Tenderer (or a Corporate Recipient) who are not acting on behalf of the Authority on the Tenderer's (or Corporate Recipient's) computer network and that the Bid Team and the BAU Team are, so far as practicable located in different offices of the Tenderer (or, as the case may be, the Corporate Recipient) and procedures are implemented including but not limited to:
 - a) A clean desk policy;
 - b) Lockable private storage areas for paper documents otherwise available to both teams;
 - c) Secure storage and secure access to electronic documents, electronic files and e-mails otherwise available to both teams; and
- The Bid Teams and BAU Team have separate reporting and management lines; and
- The Tenderers and Corporate Recipient have entered into a Non-Disclosure Agreement

F12. In the event that the Tenderer (or a Corporate Recipient) becomes aware that the Bid Team has received any Information which is not provided by the Authority pursuant to the procurement process and is not otherwise in the public domain, the Tenderer (or the Corporate Recipient) shall forthwith inform the Authority of this fact and carry out an urgent review the purpose of which will be to identify the reasons for the disclosure and to ensure that such information is not again disclosed. Thereafter it shall as soon as is practicable, share with the Authority the results of such review and, in the event that the Authority believes that the continued participation of the Tenderer (or the Corporate Recipient) is not otherwise prejudiced, implement any

proposals arising from such a review or any reasonable recommendation of the Authority.

Government Furnished Assets

F13. 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 the GFA from the named Commercial Officer.

Standstill Period

F14. 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 working 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

F15. 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.

F16. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

F17. 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

F18. 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.

F19. 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 and consent to these terms as part of the competition process. This allows the MOD to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F20. 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

F21. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations (Appendix 1 to Annex A). It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you attach the relevant information.

F22. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 to Annex A may be used to support the Authority's evaluation of your tender, as detailed in Section D.

F23. 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.

Ministry of Defence

Tender Ref No.

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

Yes / No*

*Where 'No' is selected, Scots Law will apply.

Value of Tender (£ excluding VAT), i.e. please confirm below the Daily Rates Offered (£ exc VAT) in Column D in the Commercial Schedule

| A | B | C | D |
|--|-------|-----------------------------------|--------------------------------|
| Grade/Role | Names | Resource Allocation Weighting (%) | Daily Rate Offered (£ exc VAT) |
| Partner/Director | | | £ |
| Managing Consultant | | | £ |
| Principal Consultant | | | £ |
| Senior Consultant | | | £ |
| Consultant | | | £ |
| Junior Consultant | | | £ |
| Trainee Consultant | | | £ |
| Structural Engineer/ Chartered Engineer | | | £ |
| Electrical engineer/ Chartered Engineer | | | £ |

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 |
|---|-------------------------------|
| Do you agree, without caveats or limitations, that in the event you are successful, the Terms and Conditions issued with this Invitation to Tender for Marshall Principle Infrastructure Support (MPIS) Marshall/002 the shall govern the Provision of the contract? NOTE: If a potential provider cannot or is unwilling to answer 'Yes' their Tender will be deemed to be non-compliant and they will be unable to be considered for this requirement. | 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 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 DEFFORM 528 | Yes* / No / Not Required |
| Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contractor Deliverables, including technical data, as determined in the Contract Conditions? | Yes* / No / Not Required |
| 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 / Not Required |
| Have you completed Form 1686 for sub-contracts? | Yes / No |
| 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 |
| If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version? | Yes*/No / Not Required |
| Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012? | Yes* / No / Not Applicable |
| Have you completed and attached a DEFFORM 68 – Hazardous Articles, Deliverables materials or substances statement? | Yes*/No/ Not Required |
| 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 / Not Applicable |
| 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

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:

- a. the offered price has not been divulged to any Third Party,
- b. no arrangement has been made with any Third Party that they should refrain from tendering,
- c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,
- d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and
- e. no arrangement has been made with any Third Party otherwise to limit genuine competition.

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.

We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.

Dated this **day of** **Year**

| | |
|--------------------|--|
| Signature: | In the capacity of |
| | |
| (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: |

Specific Conditions of Tendering

Information on Mandatory Declarations (Header – DEFFORM 47 (Edn 09/17))

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. N/A

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 paragraph 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclose 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 Defense 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 & 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 every £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of MOD spending should be spent with SMEs by 2020; this applies to the money which the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an SME.

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 sub-contractors 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 DEFCON 539.

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 (DEFFORM 539A) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can 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 Statement 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. In July 2011 the Military Aviation Authority (MAA) launched a new set of Regulatory Publications. Key to these is the Regulatory Articles (RA), which prescribe Acceptable Means of Compliance (AMC) for each separate Regulation. Tenderers who wish to propose an alternative means of compliance must obtain agreement in principle from the MAA (through the Project team) in advance of submitting their Tender. AMC are strongly recommended practices and a justification will be required if they are not followed. Tenderers must consult the MAA where there is more than one AMC. You must confirm how you intend to comply with the RA, and the date you consulted with the MAA.

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 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: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry Of Defence

Main Building, Whitehall, London, SW1A 2HB

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.

GENERAL CONDITIONS

DEFCON501 (Edn.03/15) - Definitions and Interpretations

NOTE: For the purpose of DEFCON 501, clause 1.g) the Commercial Officer shall be as identified in box one of the Appendix to Contract (DEFFORM 111) and the Authority's Project Manager (APM) at Clause 1.p) shall be as identified in box two.

DEFCON503 (Edn.12/14) - Formal Amendments to Contract

NOTE: The Authority's nominated representative shall be the Authority's Commercial Branch (ACB).

DEFCON515 (Edn.02/17) - Bankruptcy and Insolvency

DEFCON516 (Edn.04/12) – Equality

DEFCON518 (Edn.02/17) – Transfer

DEFCON520 (Edn.02/17) - Corrupt Gifts and Payments of Commission

DEFCON526 (Edn.08/02) – Notices

DEFCON527 (Edn.09/97) – Waiver

DEFCON528 (Edn.05/17) - Import and Export Licences

NOTE: The Contractor's attention is drawn to clause 1 of DEFCON 528 requiring notification of overseas expenditure. In this connection, the Contractor shall, within one month of acceptance of the Contract, notify the Contracts Branch of details of any overseas sub-contract or order he has placed, or intends to place, in aid of the contract. Details to be provided are: Contract No; Country in which sub-contract placed/to be placed; Name, Division and full postal address of sub-contractor; Value of sub-contract as applicable to main contract; Date placed/to be placed. If no overseas orders are to be placed, the Contractor shall advise the Contracts Branch to this effect in the same timescale.

DEFCON529 (Edn.09/97) - Law (English)

DEFCON530 (Edn.12/14) - Dispute Resolution (English Law)

DEFCON531 (Edn.11/14) - Disclosure of Information

DEFCON532A (Edn.06/10) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON537 (Edn.06/02) - Rights of Third Parties

DEFCON538 (Edn.06/02) – Severability

DEFCON539 (Edn.08/13) – Transparency

NOTE: See Annex C for DEFFORM 539A.

DEFCON550 (Edn.02/14) - Child Labour and Employment Law

DEFCON566 (Edn.10/16) - Change of Control of Contractor

DEFCON620 (Edn.06/14) - Contract Change Control Procedure

DEFCON630 (Edn. 03/15) – Framework Agreements

DEFCON646 (Edn. 10/98) - Law and Jurisdiction (Foreign Suppliers)

DEFCON660 (Edn.12/15) - Official-Sensitive Security Requirements

2.1. DURATION

2.1.1 The Contract shall be effective from Contract Award. The duration of the contract is for the remainder of FY 17/18 from Infrastructure PSP contract award (exact dates to be confirmed) and for the full year FY 18/19, with further extensions available up to three years, subject to further budget approval, continued satisfactory performance and value for money. The Authority's decision will be final.

2.1.2 The agreement may be terminated earlier in accordance with the provisions herein or extended through formal Amendment by the taking up of exercisable options as detailed in Item 2.1.1 above of this Contract.

2.1.3 It is recognised that the actual work may exceed the Contract expiry date, in this circumstance the Terms and Conditions of this Contract shall be applicable to all work tasked before the Contract expiry date.

2.2. TECHNICAL AUTHORITY (APM)

2.2.1 Name: [REDACTED]

Address:

[REDACTED]
[REDACTED]

2.3. CONTRACTORS RESPONSIBILITY

2.3.1 For the purposes of this Contract and the work to be performed hereunder, the Contractor shall be designated as the Prime Contractor, and shall accordingly be wholly responsible to the Authority, subject to the provisions of the Contract, for the timely, economic and proper execution of the Contract as described in the Schedule of Requirements.

2.3.2 The Contractor's responsibilities referred to in paragraph 2.3.1 above shall apply equally to work carried out by Sub-Contractors in respect of the requirements of the Contract.

2.3.3 The Contractor shall ensure that the Terms and Conditions of this Contract are reflected in all Sub-Contracts, at whatever level, to the extent necessary to enable the Contractor to fully meet his obligations to the Authority under the Contract.

2.3.4 Notwithstanding any official approval of, or expression of satisfaction with, any Drawings, Specifications, Schedules, or any other relevant technical, administrative or other Documents or Data by the Authority, the Contractor shall be wholly responsible for the efficient and proper functioning

as required by the Contract of all Articles supplied under it, and for ensuring that any design is wholly complete, accurate and meets the specifications of the Contract, such that Articles manufactured to such Design shall similarly meet the Technical Specifications and other requirements of the Contract.

2.4. RISK

2.4.1 The Contractor acknowledges that any risk assessment which has been, or may be, undertaken in connection with this Contract has been, or will be, a project management function only. Such risk assessment does not affect the legal relationship between the parties. The issuing of any risk assessment questionnaire and the process of risk assessment generally, including, without limitation, the identification of (or failure to identify):

- particular risks and their impact: or
- risk reduction measures, contingency plans and remedial actions

shall not in anyway limit or exclude the Contractor's obligations under this Contract, and shall be entirely without prejudice to the Authority's rights, privileges and powers under this Contract.

2.4.2 The risks identified as a result of any risk assessment questionnaire and risk assessment process generally remain the risks of the Contractor and are not assumed by the Authority except to the extent that the Authority expressly and unequivocally accepts those risks under the Contract. Any risk assessment questionnaire that has been, or will be, issued by the Authority is, or will be, released solely on this basis.

2.5 BUSINESS CONTINUITY AND DISASTER RECOVERY (BCDR)

2.5.1 The Contractor shall maintain a corporate BCDR Plan for the duration of this Contract.

2.5.2 The Contractor shall preserve the integrity of the data it requires to perform this Contract and prevent the corruption or loss of such data and shall perform secure back-ups of this data in accordance with their corporate BCDR Plan.

2.5.3 The BCDR Plan shall detail the processes and arrangements which the Contractor shall follow to ensure continuity and recovery of the business processes and operations following any failure or disruption in the Contractor's services in the event of a disaster.

2.6 PLACING OF SUB-CONTRACTS

2.6.1 The Contractor shall bear full responsibility for the proper performance of all sub-contractors. The appointment by the Contractor of sub-contractors shall not derogate in any way from the Contractor's responsibilities as Prime Contractor.

2.6.2 The Contractor shall furnish the ACB and APM with copies of, or relevant extracts from, sub-contracts and tenders, if so required.

2.7 SECURITY MEASURES

DEFCON658 (Edn. 10/17) - Cyber

2.7.1 The Secret Matter of the Contract is defined within the Security Aspects Letter at Annex F Changes in these classifications will be notified by

the APM to whom all enquiries about the Security Aspects should be addressed.

3 SPECIFICATIONS, PLANS, ETC

DEFCON129J (Edn.11/16) - The Use Of The Electronic Business Delivery Form

DEFCON502 (Edn.06/14) - Specifications Changes

DEFCON608 (Edn.10/14) - Access and Facilities to be Provided by the Contractor

3.1. QUALITY ASSURANCE AND CONTROL

3.1.1 The Authority for Quality Assurance on this project is the Marshall Team Leader. His representative is the APM, and shall be the focal point for all matters affecting quality. Unless otherwise directed, the Contractor shall interpret all references to QAA or QAR in Defence Standards, DEFCONS, etc., as reference to the APM.

3.1.2 Quality Assurance and Control shall be to the requirements of the Quality Standards listed in the Key Performance Indicators at Appendix 3 of Annex B (Schedule of Requirements).

3.2. SAFETY

3.2.1 All safety activities undertaken on the project shall be conducted in accordance with the principles outlined in DEFSTAN 00-56 (Safety Management Requirements for Defence Systems), Part 1, Issue 4.

3.2.2 The Contractor shall manage the Project safety activities, including the provision of a suitably qualified person to attend Safety Panel Meetings, in accordance with the Schedule of Requirements/Statement of Work at Annex B to the Contract.

3.2.3 The Contractor shall ensure that the Equipment/System is safe to operate and maintain, and that all relevant statutory requirements, and the requirements stipulated in the Contract for the safety of the Equipment/System, are met in full.

3.2.4 In performing the Contract, the Contractor shall comply with all his statutory duties and obligations relating to safety and shall be responsible for ensuring that none of the Specifications or other Contract requirements causes him to be in breach of any statutory duty or obligation relating to safety.

3.2.5 If, after the Contract is made, it appears that any specification or other contract condition agreed between the Contractor and the Authority may render the Contractor in breach of any statutory duty or obligation relating to safety, he shall immediately draw that fact to the attention of the Authority.

3.2.6 The Authority may, without prejudice to any of its rights which may have arisen under paragraph 3.2.4 of this Condition, require the Contractor to vary each such specification or condition in a manner acceptable to the Authority and which will not render the Contractor in breach of any statutory duty or obligation relating to safety.

3.2.7 Nothing in the Contract, or in any other document created or signed on behalf of the Authority in connection with it, shall constitute a written undertaking for the purposes of Section 6(8) of the Health and Safety at Work Act 1974 relieving the Contractor of any of his duties under Section 6 of that Act.

3.2 TASK AUTHORISATION (LINE ITEM 2 IN THE TAF)

3.2.1 Any required activity shall be tasked on a case-by-case basis as authorised by the APM or nominated representative by means of the Task Authorisation Form (TAF) as per Annex E to the Contract.

3.2.2 Any T&S required to deliver shall be agreed in advance of any travel being undertaken.

3.2.3 Any additional tasks above that stated shall only be subject to agreement by formal contract amendment.

3.3 AD HOC TASKING PROCEDURE (LINE ITEM 3 IN THE TAF)

3.3.1 Any required activity shall be on a tasking basis and shall be authorised by means of a Task Authorisation Form (TAF) as per Annex E to the Contract.

3.3.2 When a new task or change to an existing task is proposed, the Scope of Work for each task shall be specified on Part 1 of the TAF. The Form shall be completed and be signed by the APM.

3.3.3 The Contractor shall provide the APM with a firm price quotation for carrying out the task, including the timescales and completion date using Part 2 of the TAF. All prices shall show the breakdown of hours required to complete each activity utilising the agreed rates at Annex A to the Contract. The cost of travel and subsistence sub-contracts and other expenses shall also be included.

3.3.4 Approval to proceed with the work shall be confirmed by completion and signing of Part 3 of the TAF by the ACB returned to the Contractor. The date of commencement of the work shall be on receipt of the signed Part 3 by the Contractor.

3.3.5 Upon completion of the Task, the Contractor shall submit a signed Part 4 to the APM for countersignature. The APM shall sign and return the signed Part 4 to the Contractor for submission to the Bill Paying Branch.

4 PRICE

DEFCON127 (Edn.12/14) - Price Fixing Condition for Contracts of Lesser Value

4.1. PRICE

4.1.1 All Rates shall be Firm and non-revisable in £ Sterling for the duration of the Agreement, including any extension periods, should they be awarded. There will be no contract price adjustments.

4.1.2 Rates shall be net after allowing for all cash and trade discounts. The prices shall include the cost of packing (if appropriate), and shall be inclusive of all appropriate taxes (but excluding Value Added Tax). The price shall

include the cost of compliance with all other terms and conditions of the Contract.

4.1.3 All Prices offered shall be Firm for each activity as stated in response to each TAF to the ITT. All items shall be inclusive of all appropriate taxes (but excluding Value Added Tax). The value stated in the Schedule of Requirements shall be the maximum value payable under the Line Item per year.

4.1.4 All Tasks raised shall be priced utilising the agreed rates at Annex A to the Contract and in accordance with the Ad-Hoc Tasking procedure detailed at Condition 3.3 of the Contract.

4.1.5 Any T&S claimable under Line item 4 (Part 2 of the TAF) of the contract shall be priced in accordance with DE&S T&S rates.

4.2 Exercise of Options

4.2.1 The Contractor, in consideration of award of this Contract, hereby grants to the Authority the irrevocable options detailed at Clause 4.3.4 below in accordance with the terms and conditions set out in this Contract provided that the options are exercised within the dates specified at Clause 4.3.2 below.

4.2.2 Should the Authority wish to exercise the options in the table below, the Authority shall issue a Contract Amendment no later than 1 month prior to the expiry of the contract notifying the contractor of its intention to extend.

4.2.3 The Authority shall be under no obligation to exercise the options in the table below. The Authority shall not be liable for any advance commitment that the Contractor may enter into in pursuance of the options referred to.

4.2.4 The options under this Contract are as follows:

| Description |
|---|
| <p>The Contract shall be effective from Contract Award. The duration of the contract is for the remainder of FY 17/18 from Infrastructure PSP contract award (exact dates to be confirmed) and for the full year FY 18/19, with further extensions available up to three years, subject to further budget approval, continued satisfactory performance and value for money. The Authority's decision will be final.</p> <p>The agreement may be terminated earlier in accordance with the provisions herein or extended through formal Amendment by the taking up of exercisable options as detailed in Item 2.1.1 above of this Contract.</p> <p>It is recognised that the actual work may exceed the Contract expiry date, in this circumstance the Terms and Conditions of this Contract shall be applicable to all work tasked before the Contract expiry date.</p> |

5 INTELLECTUAL PROPERTY RIGHTS

DEFCON90 (Edn.11/06) – Copyright

DEFCON632 (Edn.08/12) - Third Party Intellectual Property - Rights and Restrictions

DEFCON703 (Edn.08/13) - Intellectual Property Rights - Vesting in the Authority

NOTE 1: Any updates or amendments to documents provided as Government Furnished Information carried out by the Tender against any Line item shall be subject to this DEFCON.

6 LOANS

DEFCON76 (Edn.12/06) - Contractor's Personnel at Government Establishments

DEFCON611 (Edn.02/16) - Issued Property

DEFCON694 (Edn.03/16) - Accounting For Property of the Authority

6.1. GOVERNMENT FURNISHED ASSETS (GFA)

6.1.1 If required The Authority shall be responsible for making available the use of GFA, to facilitate performance of the Contract. Any GFA issued under this Contract shall be provided free of charge to the Contractor on the Loan Terms to be provided by The Authority.

6.1.2 It is the Contractor's responsibility to inform the Authority when the GFA is required and to allow adequate time for provision of such GFA.

6.1.3 The Authority shall have no liability to the Contractor if when the equipment is made available on the agreed date the Contractor fails to make use of them. The Contractor shall indemnify the Authority in respect of any additional costs incurred in such circumstances including, in particular, the cost of making available such equipment on an alternative date.

6.1.4 The Contractor shall be responsible for maintenance, servicing (scheduled and unscheduled) and security of the GFA. The Contractor is responsible for maintaining a record of usage and ensuring that all items of GFA are used within their operating parameters. The Contractor shall ensure that all Items are returned to the Authority within the Loan Period a

6.1.5 The Contractor shall observe the instructions of the Project Manager regarding any GFA issued to him for the purpose of the Contract. The Contractor shall also observe any accounting instructions issued by the Authority.

6.1.6 The Contractor shall not demand equipments on loan from Government sources without the prior written agreement of the Project Manager and the Commercial Officer listed at the Appendix to Contract.

6.1.7 The Contractor shall be fully and exclusively responsible for verifying (on its own account) the information it relies on or applies for the purposes of performing this Contract.

6.1.8 Neither any approval by the Authority of any Drawings, Specifications, Schedules or any other relevant technical and administrative documents nor of any other matter or thing whether under this Contract or not, nor the giving of any advice, comment, suggestion or approval or expression of satisfaction by the Authority shall derogate in any way from the Contractor being solely responsible for ensuring that the GFA issued by the Authority in pursuance of this Contract is in all respects suitable for meeting the requirements of this Contract.

6.1.9 It shall be the responsibility of the Contractor to provide transportation of GFA under this Contract. The Contractor shall prior to the commencement of transport furnish the ACB with a breakdown of costs for the transportation. Once the ACB have reviewed the costs the Contractor shall notified of the Authority's intent to start or stop transportation of GFA.

7 DELIVERY/PERFORMANCE

DEFCON5J (Edn.11/16) - Unique Identifiers

DEFCON507 (Edn.10/98) - Delivery

DEFCON514 (Edn.08/15) - Material Breach

DEFCON524 (Edn.10/98) – Rejection

DEFCON525 (Edn.10/98) - Acceptance

DEFCON656A (Edn.08/16) - Termination for Convenience (Contracts Under £5M)

7.1. Delivery

7.1.1 For tasks placed the date of delivery shall be agreed as per each individual TAF.

8 PAYMENTS/RECEIPTS

DEFCON513 (Edn.11/16) - Value Added Tax

DEFCON522 (Edn.11/16) - Payment and Recovery of Sums Due

DEFCON534 (Edn.06/17) - Subcontracting and Prompt Payment

DEFCON649 (Edn.12/16) – Vesting

8.1 Claims for payment

8.1.1 Payment will only be made following satisfactory completion of each Task Order as confirmed with completion of TPF Pt4 of the Task Order Form.

8.1.2 Each invoice should contain an elemental breakdown of work completed along with confirmation of resources applied to complete each Task Order. This must correlate with TPF Pt2 in the Task Order Form unless otherwise agreed with the Authority.

DEFCON649 (Edn.12/16) – Vesting

9 CONTRACT ADMINISTRATION

DEFCON609 (Edn.06/14) - Contractor's Records

DEFCON625 (Edn.10/98) - Co-operation on Expiry of Contract

DEFCON642 (Edn.06/14) Progress Meetings

Addresses and Other Information

1. Commercial Officer:

[Redacted]
[Redacted]
[Redacted]
[Redacted]

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

[Redacted]
[Redacted]
[Redacted]
[Redacted]

3. Packaging Design Authority:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

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



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



(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. [Redacted]
[Redacted]
[Redacted]

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:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

11.

[Redacted]
[Redacted]
[Redacted]

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: [DESLCSSL-
OpsFormsandPubs@mod.uk](mailto:DESLCSSL-
OpsFormsandPubs@mod.uk)

NOTES

* Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Website [extranet, registration needed]: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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