



Ministry
of Defence

[REDACTED]

Your Reference:

Our Reference: 700006440

FAO: [REDACTED]

Date: 24/10/2019

'this text has been redacted under the exemptions set out by the Freedom of Information Act'

Dear Sir

Invitation To: Tender Reference Number: 700006440 - Annual Servicing, Calibration & Repair of Pneumatic Mechanical Handlers

1. You are invited to tender for Annual Servicing, Calibration & Repair of Pneumatic Mechanical Handlers in accordance with the attached documentation.
2. The anticipated date for the contract award decision is 12-December-2019, please note that this is an indicative date and may change.
3. You must submit your Tender no later than 13-November-2019 17:00:00. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.
4. Please confirm receipt of this tender to [REDACTED] stated in the E-mail address [REDACTED]

'This text has been redacted under the exemptions set out by the Freedom of Information Act'

Yours faithfully

Invited Suppliers

Supplier Name	Supplier Address	Contact Name	Contact Email
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

'This text has been redacted under the exemptions set out by the Freedom of Information Act'

Table of Contents

DEFFORM 47R	5
SC1A ITT - Non-Competitive.....	6
Contents - Non-Comp	6
Invitation to Tender - Non-Comp.....	8
Annex A - Non-Comp	17
Annex B - Non-Comp.....	19
Purchase Order	21
DEFFORM 28ST	25
DEFFORM 68	26
DEFFORM 532	28
Standardised Contracting Terms	30
SC1A Conditions 1 - 19.....	30
20 Project specific DEFCONs and DEFCON SC variants that apply to this contract	37
21 Special conditions that apply to this Contract	38
21.1 - Option Years	38
21.2 - Authorisation of Work	38
21.3 - Pricing	40
21.4 - Payment Terms.....	41
21.5 - Cyber Security	42
21.6 - Obsolescence Management	43
22 Special processes that apply to this Contract.....	45
Schedule 1 - Additional Definitions of Contract	45
Schedule 2 - Schedule of Requirements	46
Schedule 3 - Statement of Requirement	47
Schedule 4 - Firm Rates under Item 2 of Schedule 2 - Schedule of Requirements	51
Schedule 5 - Firm Price for Work attributable to Authority under Item 2 of Schedule 2 - Schedule of Requirements.....	52
Schedule 6 - Work Scope for Pneumatic Mechanical Handlers	53
Schedule 7–Task Quotation Form (TQF).....	54

Schedule 8 - Contacts for Unit Locations.....	56
Schedule 9 - Spares List for Items covered under Item 2 of Schedule 2 - Schedule of Requirements .	58
Deliverables.....	59
Supplier Contractual Deliverables	59
Buyer Contractual Deliverables	60
DEFFORM 111.....	61
Quality Assurance Conditions.....	64
Statement Relating to Good Standing	65

Terms and Conditions

DEFFORM 47R

DEFFORM 47R (SC1A)

Edition 12/16

Invitation To Tender

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

1. The contents of this invitation to tender must not be disclosed to un-authorised persons and must be used only for the purposes of tendering.
2. In addition to the Notices and Instructions specified elsewhere in the Invitation to Tender (ITT) the following shall also apply:

SC1A ITT - Non-Competitive

Contents - Non-Comp

SC1A Non-Comp
(Edn 05/18)

**Ministry of Defence
Invitation to Tender (ITT)
Less Complex Requirements
(Non-Competitive)**

<p>To:</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p><i>'This text has been redacted under the exemptions set out by the Freedom of Information Act'</i></p>	<p>ITT Reference No: 700006440 ITT Issue Date: 24/10/2019 Due for return by (Due Date): 13/11/2019</p>
	<p>From:</p> <p>Apache Delivery Team (MOD Commercial Branch)</p> <p>Address:</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p><i>'this text has been redacted under the exemptions set out by the Freedom of Information Act'</i></p> <p>MOD Commercial Officer:</p> <p>[Redacted]</p> <p>Tel No: [Redacted]</p> <p>Email: [Redacted]</p> <p><i>'this text has been redacted under the exemptions set out by the Freedom of Information Act'</i></p>

This ITT consists of:

1. Invitation to Tender – Less Complex Requirements – Non-Competitive Procurement (this document).
2. Annex A - Offer.
3. Annex B - Tender Evaluation Criteria.
4. Special Notices and Instructions to **Tenderers** (DEFFORM 47R (SC1A)) (one copy).
5. Purchase Order
6. MOD Terms and Conditions for Less Complex Requirements
7. DEFFORM 28 ST - Tender return address Label.
8. DEFFORM 68 (see Clause 9 of Terms and Conditions)

The Tenderer should return:

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

Invitation to Tender - Non-Comp

Notices To Tenderers

1. You are invited to tender, in accordance with the following Conditions, for the supply of Deliverables detailed in the accompanying ITT Material. This ITT has been issued only to the addressee; it is not an invitation to participate in competitive tendering. Any inferred reference to competitive tendering in this document is to be construed as a reference to a single tender. **The issue of an ITT is not a commitment by the Secretary of State for Defence - 'the Authority' - to place an order as a result of the tendering exercise or at a later stage. Any expenditure, work or effort undertaken prior to an offer of Contract and acceptance thereof, is a matter solely for the commercial judgement of your company. The Authority reserves the right to:**

- a. undertake an iterative tendering process following receipt of the tender;
- b. waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority;
- c. seek clarification or documents in respect of a Tenderer's submission;
- d. disqualify any Tenderer that does not submit a compliant tender in accordance with the instructions in this ITT;
- e. disqualify any Tenderer that is guilty of serious misrepresentation in relation to its tender, expression of interest, the PQQ or the tender process;
- f. withdraw this ITT at any time, or to re-invite tenders on the same or any alternative basis;
- g. choose not to award any Contract as a result of the current procurement process; and / or
- h. make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

Publicity Announcement

2. The Tenderer is advised that the MOD may wish to publicise the award of the Contract for the requirement described in the Schedule of Requirements in the attached

Purchase Order.

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

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

- a. Contractor's Name;
- b. Nature of the Deliverables to be supplied;
- c. Award criteria;
- d. Rationale for Contract award;
- e. Total price of the Contract awarded.

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

Codes of Practice

6. The attention of Tenderers is drawn to the agreements that have been reached by the MOD / Industry Commercial Policy Group (CPG) on Codes of Practice. The Codes of Practice are intended to demonstrate a commitment by the MOD and its suppliers to the establishment of better working relationships in the supply chain, based on openness and trust. The opportunity also exists for Tenderers to advertise any subcontract valued at over £10,000 in the Defence Contracts Online and further details can be obtained directly from:

BiP Solutions Ltd

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

Tel No: 0141 270 7329

Submission of Tender

7. Tenderers must:

- a. Sign and date Part A (but not Part C) ("Effective date") of the Offer and Acceptance box on both copies of the Purchase Order and return them both as part of their tender. The Terms and Conditions are to be kept by the Tenderer for their records.
- b. Complete the Consignor Box with the name and address of the Consignor where the MOD stipulates that the Deliverables will be transported by the MOD (as defined in

the Purchase Order under the Transport Instructions box);

- c. Complete the Schedule to the Purchase Order by populating the Delivery Date column (if stated to do so), the Firm Price (£) Ex VAT sub columns (Per Item and Total inc. packing), finally completing the Total Firm Price at the bottom of the Schedule.
- d. Sign and return one copy of the tender form at Annex A to this Invitation to Tender – Less Complex Requirements – Non-Competitive Procurement, as part of their tender.
- e. Provide any other information requested in this Invitation to Tender.

8. Your tender is to be submitted in the English language, in a sealed package (e.g. envelope / box), bearing the enclosed label (DEFFORM 28 ST), to the address shown thereon, for receipt no later than the date and time stated above. The outer packaging must clearly distinguish between commercial and technical tenders. For health and safety reasons no individual package should weigh more than 11 kilos.

9. **The envelope bearing the DEFFORM 28 ST label will not be opened until the date and time shown (the tender return date).** The Authority cannot undertake to give consideration to any tender submitted in a different manner (for example, by telephone, facsimile or email) or any tender not received on time. Where the Tenderer is required to provide electronic copies of tenders, these must be provided with the tender(s) to the Tender Board.

10. Any request for an extension of the period for tendering must be received at least four (4) Business Days before the tender return date. Any extension will be at the sole discretion of the Authority. Correspondence connected with your tender which requires attention before the tender return date, or communications stating that no tender will be submitted, should be sent in a separate envelope bearing no external reference to the ITT Reference No or return date, addressed to the Authority's Representative (Commercial) as stated above.

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

Formation of Contract

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

Instruction to Tenderers

1. **Small and Medium-sized Enterprises** The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that every £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of MOD spending should be spent with SMEs by 2020; this applies to the money which the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an SME. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the Prompt Payment Code. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative. Information on the Authority's purchasing arrangements, our commercial policies and our SME policy can be found at Gov.UK.

2. **Price** The prices quoted for the Deliverables and Packaging must be set out in strict accordance with the requirements of the Schedule to the Purchase Order. The Tenderer shall include in their tender any additional information regarding their quotation price breakdown, equality of information etc. as requested elsewhere in this ITT Material

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

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

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

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

7. **Completion of Tender**

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

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

8. **Tenders for Selected Deliverables** Tenders need not necessarily be for all the Deliverables listed in the Schedule to the Purchase Order. The words "No Tender" should be

inserted in the price column against items for which no offer is made.

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

10. **ITT Material**

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

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

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

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

11. **Samples**

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

- (1) The Tenderer's name and address.

- (2) The ITT Reference Number and tender return date.
- (3) Description and Item Number as shown in the Schedule to the Purchase Order.

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

12. Notification of Inventions etc.

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

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

- (1) any invention or design the subject of patent or registered design rights (or application therefore) of which the Tenderer is aware, and;
- (2) any other restriction (including any export requirement or restriction) as to disclosure or use or obligation to make payments in respect of intellectual property (including technical information) to which the Tenderer is subject, and;
- (3) any allegation of infringement of intellectual property rights made against the Tenderer;

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

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

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

13. The Montreal Protocol As a signatory to the Montreal Protocol on Substances that deplete the Ozone Layer, Her Majesty's Government is committed to the reduction of the production and consumption of those substances controlled under the Protocol. The Tenderer must therefore state whether their response will involve the use of any or all of the substances outlined in Regulation (EC) No 2037/2000 of the European Parliament and of the Council of 29 June 2000 on substances that deplete the ozone layer. A full version of the regulations including the comprehensive list of controlled substances can be found at:

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

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

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

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

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

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

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

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

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

e. Tenderers should note that, while their views will be taken into consideration, the ultimate decision whether to publish or disclose information provided to the MOD lies

with the MOD. Tenderers are advised to give as much detail as possible on the Purchase Order. It is highly unlikely that a contract will be exempt from disclosure in its entirety. Should the MOD decide to publish or disclose information against the wishes of a Tenderer, the Tenderer will be given prior notification.

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

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

19. **Conflicts of Interest**

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

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

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

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

- (a) Manner of operation and management;
- (b) Roles and responsibilities;
- (c) Standards for integrity and fair dealing;
- (d) Levels of access to and protection of competitors' sensitive information and Government Furnished Information;
- (e) Confidentiality / Non-Disclosure Agreements (NDA's)(e.g. DEFFORM 702);

- (f) The Authority rights of audit;
 - (g) Physical and Managerial separation.
- (2) Identify potential or actual Conflicts of Interest;
 - (3) Investigate breaches.

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

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

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

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

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

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

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

Annex A - Non-Comp

**Annex A
SC1A ITT Ref No**

**Ministry of Defence
TENDER**

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

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

The following additional information is provided:

Notification of Inventions
Please state below details invention or design, other restriction and any allegation of infringement specified in Paragraph 12.b and 12.d (continue on a separate sheet if necessary).
The Montreal Protocol
Please state below details of the use of substances specified in Paragraph 13, or state "NIL RETURN" (continue on a separate sheet if necessary).
Asbestos
By signing this Offer, the Contractor confirms that the Deliverables do not incorporate asbestos as specified in Paragraph 15
Premises where Contract will be performed (if applicable)
The Deliverables, or any part of them supplied under this Contract resulting from this tender will be manufactured and or bought in from premises detailed below:

Value of Tender (excluding VAT)		
Total cost of Deliverables, including packaging, required computed at the Tenderer's quoted price £		
Total value of tender (to be repeated below in WORDS)		£
(WORDS:)		
Value Added Tax		
If registered for Value Added Tax purposes, please insert		
a.	Registration No	
b.	Total amount of Value Added Tax payable on this tender (at current rate(s))	£
Transparency		
Should the Tenderer be awarded a Contract resulting from this tender, it understands that the Authority may publish the content of the Contract to the general public. The Commercially Sensitive Information which forms part of the Purchase Order is completed to assist the Authority in applying the appropriate exemptions in the FOIA and the EIR.		
Dated this	day of	Year
Signature:	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)	
Name: (in BLOCK CAPITALS)		
duly authorised to sign this tender for and on behalf of:		
(Tenderer's Name)		

Ministry of Defence

Tender Evaluation Criteria

1. When placing any contract the Authority is required to satisfy itself that the agreed price represents Value for Money (VFM). In single source contracting you must provide to the Authority sufficient information in support of your price proposal and during subsequent price negotiation, to enable the Authority to fulfil its obligation to assure VFM. The Authority approaches all contract pricing on the basis of the NAPNOC principle (No Acceptable Price, No Contract). We will not enter into any contract that is unacceptably priced.

2. Price breakdown requirements for a non-qualifying Defence Contract - The contract is not expected to be a QDC. The contract is therefore not subject to the provisions of the DRA/SSCR 2014. It is your responsibility to decide the level of information you need to provide to the Authority in support of your price proposal and subsequent price negotiation, to enable the Authority to fulfil its obligation to assure VFM and sign the contract. The following table shows the Authority's suggestion of the minimum level of information you will need to provide.

For a non-qualifying contract, as a minimum your Offer should detail the following:	
Hours / Days	The number of hours / days it takes to complete the requirement
Hourly / Day Rates	The rate used. Where available these should be agreed CAAS (Cost Assurance and Analysis Services) rates and Grades.
Materials	The cost of any raw materials. Please provide a copy of any quotes or invoices with your Tender.
Other costs	List any rates used to recover overhead costs not otherwise recovered through the activity-based hourly and daily rates stated above. These rates are usually recovered by the application of a percentage uplift to a base cost (e.g. Material Handling is often recovered as a percentage uplift applied to material costs). Where you have an agreed QMAC (Questionnaire on the Method and Allocation of Costs) you must quote the reference. Where you do not have an agreed QMAC please include a list of what is included in the overhead rate(s). Provide a sub-total that the overhead will apply to.
Profit Rate	State the Profit Rate you are proposing to apply to the

	contract costs
Risk / Opportunities	State whether you have included any contingency for risk and the details on how this has been calculated. State any opportunities that you foresee, e.g. exchange rate movement.
T&S	When including Travel and Subsistence you must include details of the assumptions you have made about travel and the rates used. Claims for T&S should be in line with the Civil Service Code which states civil servant must ensure “public money and other resources are used efficiently” e.g. travel should be the most economic option available.
Assumptions	State any assumptions made about your proposal, such as the process, when decisions will be made etc.
Exclusions	State any matters that are excluded which, if they subsequently occur, you would expect the MOD to share cost liability.

Mandatory Criteria

Mandatory Criteria, applicable to QDCs and non-qualifying contracts	
Returns completed in Annex A (Offer)	Pass / Fail
Minimum Technical Requirements met	Pass / Fail
Completion of Statement of Good Standing	Pass / Fail

Failure to meet the Mandatory Criteria will result in the Authority being unable to award a contract.

Note that for non-qualifying contract (i.e. a contract that is **not** a QDC subject to DRA/SSCR) it is the Authority’s policy that a DEFFORM 815 – Contract Pricing Statement should be completed by you on or around contract signature. It is the Authority’s preference that you submit a draft DEFFORM 815 with your price proposal. Instructions on completion of the DEFFORM 815 are available on the Commercial Toolkit.

Purchase Order

PURCHASE ORDER

Contract No:

Contract Name:

Dated:

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

Contractor	Quality Assurance Requirement (Clause 8)
Name: Registered Address:	DEFCON 627 (SC1) – Certificate of Conformity

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: Address:	Select method of transport of Deliverables To be Delivered by the Contractor [Special Instructions] To be Collected by the Authority [Special Instructions] Each consignment of the Deliverables shall be accompanied by a delivery note.

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
<p>The Contractor shall be required to attend the following meetings:</p> <p>Subject: N/A</p> <p>Frequency: N/A</p> <p>Location: N/A</p>	<p>The Contractor is required to submit the following Reports:</p> <p>Subject: Servicing Reports & LOLER Inspection Certificates</p> <p>Frequency: Annually</p> <p>Method of Delivery: Email</p> <p>Delivery Address: Refer to Delivery Address in Box 1 of DEFFORM 111</p>

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

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.aof.mod.uk/aofcontent/tactical/toolkit (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/ (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arnclott Bicester, OX25 1LP</p>	<p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>by the following date: 11/11/2019</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW</p>

<p>(Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email: <u>DESLCSLS-OpsFormsandPubs@mod.uk</u></p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p> <p></p> <p><i>'This text has been redacted under the exemptions set out by the Freedom of Information Act'</i></p>	
--	--

Contractor Commercially Sensitive Information (Clause 5). Not to be published.
Description of Contractor's Commercially Sensitive Information:
Cross reference to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if Applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: E-mail Address:

--

Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 20 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to £118,133) (Edn 02/18).</p> <p>Name (Block Capitals):</p> <p>Position: For and on behalf of the Contractor</p> <p>Authorised Signatory</p> <p>Date:</p>	<p>B) Acceptance</p> <p>Name (Block Capitals):</p> <p>Position: For and on behalf of the Authority</p> <p>Authorised Signatory</p> <p>Date:</p>
C) Effective Date of Contract:	

DEFFORM 28ST

Not to be used for General
Correspondence with the
Ministry

Affix
Stamp
..

Tender No:
Single Tender Only

DEFFORM 28ST
Edn 10/09

Not to be used for General
Correspondence with the
Ministry

Affix
Stamp
..

Tender No:
Single Tender Only

DEFFORM 28ST
Edn 6/09



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

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p>Apache Delivery Team, DE&S Helicopters, Box 188, Centenary House, Leonardo Helicopters, Lysander Road, Yeovil, BA20 2YB</p> <p>DES Apache-ComrcI8 [REDACTED]</p> <p>DES Apache-EngMech3 [REDACTED]</p> <p><i>'This text has been redacted under the exemptions set out by the Freedom of Information Act'</i></p>
Data Processor	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p>Dalmec Limited Unit 2 Ringway Centre Edison Road Basingstoke Hants RG21 6YH</p> <p>[REDACTED] [REDACTED]</p> <p><i>'this text has been redacted under the exemptions set out by the Freedom of Information Act'</i></p>

Data Subjects	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: No personal data will be processed under the contract.
Categories of Data	The Personal Data to be processed under the Contract concern the following categories of data: Not Applicable
Special Categories of data (if appropriate)	The Personal Data to be processed under the Contract concern the following Special Categories of data: Not Applicable
Subject matter of the processing	The processing activities to be performed under the contract are as follows: Not Applicable
Nature and the purposes of the Processing	The Personal Data to be processed under the Contract will be processed as follows: Not Applicable
Technical and organisational measures	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: Not Applicable
Instructions for disposal of Personal Data	The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): Not Applicable
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: Not Applicable

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

Standardised Contracting Terms

SC1A Conditions 1 - 19

1 Definitions - In the Contract:

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

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

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

Contractor means the person, firm or company specified as such in the purchase order;

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

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

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

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

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

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

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

Parties means the Contractor and the Authority, and Party shall be construed accordingly;
Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the purchase order; and
 - (3) the documents expressly referred to in the purchase order.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

- a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

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

5 Transparency

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

Transparency Information.

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

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

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

6 Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English Language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

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

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

8 Supply of Contractor Deliverables and Quality Assurance

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

9 Supply of Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:
 - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
 - (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and

- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
 - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

10 Delivery / Collection

- a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order. or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

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

13 Progress Monitoring, Meetings and Reports

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

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

16 Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

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

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

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

17 Material Breach

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

18 Insolvency

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

19 Limitation of Contractor's Liability

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

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

(1) for:

- a. any liquidated damages (to the extent expressly provided for under this Contract);
- b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
- c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
- d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

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

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

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

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

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

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

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

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

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

DEFCON 129J (SC1) (Edn. 06/17) - The Use Of The Electronic Business Delivery Form

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

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

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

DEFCON 532B (Edn. 05/18) - Protection Of Personal Data (Where Personal Data is 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. 12/18) - Change of Control of Contractor

DEFCON 602B (Edn. 12/06) - Quality Assurance (Without Deliverable Quality Plan)

DEFCON 627 (SC1) (Edn. 12/16) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON 637 (Edn. 05/17) - Defect Investigation and Liability

DEFCON 656A (Edn. 08/16) - Termination for Convenience (Contracts Under £5M)

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

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

21 Special conditions that apply to this Contract

21.1 - Option Years

a. In addition to the core period Year 1: Contract Award – 31/03/2020, Year 2: 31/03/2020-31/03/2021 and Year 3: 31/03/2021 – 31/03/2022 specified at Schedule 2 – Schedule of Requirements, the Authority requires option prices for Annual Servicing, Calibration, Spares, Repairs and Emergent Work of Dalmecc Pneumatic Mechanical Handlers for 2 (two), 1 (one) year option periods.

Year 4: 01/04/2022 to 31/03/2023

Year 5: 01/04/2023 to 31/03/2024

The terms and conditions will remain the same for any option period.

b. You must provide prices against the options. The option prices must be firm prices not subject to variation and in line with the contract's terms and conditions.

c. If your tender is successful you will be expected to supply / provide that option requirement(s) in Schedule 2 – Schedule of Requirements. The Authority will not waive any rights under the said Contract Condition.

d. The Authority reserves the right to seek competitive tenders for the option requirement(s) detailed in Schedule 2 – Schedule of Requirements.

e. The Authority shall exercise the options by no later than 3 (three) months prior to the end date of the contract.

21.2 - Authorisation of Work

a. Item 1 of Schedule 2 – Schedule of Requirements,

Annual Servicing and Calibration of Pneumatic Mechanical Handlers including travel to and from Unit Locations.

i) When the Pneumatic Mechanical Handlers require Servicing and Calibration, the Contractor shall notify the appropriate Unit Locations and Authority's Project Manager, details shown at Schedule 8 – Contacts for Unit Locations and DEFFORM 111 Box 2, via email and request the Mechanical Handlers are made available. Thereafter, once the Authority has acknowledged the email, the Authority shall arrange with the Contractor date(s) of attendance and completion of the Units Locations' visitors booking in process within 3 Business Days on behalf of the Contractor. The Contractor will confirm their attendance on the agreed date(s) at the Unit Location before completing the service. Work under Item 1 of Schedule 2 – Schedule of Requirements has already been authorised and therefore can be started immediately. On completion of the Annual Service and Calibration the Contractor is to provide a servicing report.

b. Item 2 of Schedule 2 – Schedule of Requirements,

Ad Hoc Spares, Repairs and Emergent Work during Annual Service less than the Limit of Liability (LoL) of £ (to be provided as part of the ITT response) (ex VAT)

i) For any Ad Hoc Spares, Repairs and Emergent Work identified as a result of the Contractor's Annual Servicing and Calibration under Item 1 of the Schedule of Requirements, the Contractor shall determine the extent of such work prior to proceeding. If the total cost of Ad Hoc Spares, Repairs and Emergent Work for all Pneumatic Mechanical Handlers is less than the annual LoL of £ (to be provided as part of the ITT response) the Contractor is authorised to proceed. The Contractor must achieve a serviceable standard for as many Pneumatic Mechanical Handlers as possible under the LoL, any left unserviceable will be completed under Ad Hoc Spares, Repairs and Emergent Work during Annual Service greater than the LoL of £ (to be provided in ITT response) (ex VAT). On completion of the Ad Hoc Spares, Repairs and Emergent Work the Contractor is to provide servicing reports with a breakdown of all work undertaken. If Ad Hoc Spares are required (and can be fitted by Authority) but cannot be provided on day of service, the Contractor & Unit Locations shall agree the lead time for the Contractor to deliver the spares.

Ad Hoc Spares, Repairs and Emergent Work during Annual Service greater than the LoL of £ (to be provided in ITT response) (ex VAT)

ii) The Contractor must achieve a serviceable standard for as many Pneumatic Mechanical Handlers as possible under the LoL of £ (to be provided as part of the ITT response). Any Pneumatic Mechanical Handlers which remain unserviceable after the use of the LoL, will require authorisation to continue with the repair. The Contractor shall contact the Authority's Commercial Officer as detailed at Box 1 of DEFFORM 111 via a phone call (with a follow up email) for approval to proceed. Once approval has been gained and the Ad Hoc Spares, Repairs and Emergent Work over and above the LoL is complete the Contractor will provide servicing reports, including a breakdown of work, to the Authority's Commercial Officer and Project Manager. This shall detail only the work carried out over and above the LoL. The Authority retains the right to reject any claims for work greater than LoL that have not been approved. Each arising shall be added to Schedule 5 to the Contract by Contract Amendment and submitted to the Contractor for unqualified acceptance. If Ad Hoc Spares are required and cannot be fitted by the Authority and/or provided on the day of service it will be covered under Ad Hoc Spares, Repairs and Emergent Work outside of Annual Service.

Ad Hoc Spares, Repairs and Emergent Work outside of Annual Service

iii) The Authority's Project Manager will make an assessment as to whether the Pneumatic Mechanical Handler can be repaired during the next Annual Service or requires an immediate repair. If the Pneumatic Mechanical Handler requires an immediate repair, the Authority's Project Manager is to complete Part 1 – Requirement of the TQF at Schedule 7. If Ad Hoc Spares were required on the day of the Annual Service but could not be provided by the Contractor, then this should be identified in the over and above the LoL servicing report. The Authority's Project Manager will then issue a TQF to the Contractor detailing the required task via email. Once received, the Contractor is to complete Part 2 – Proposed Solution; in full containing all labour hours, material utilised, travel & subsistence etc. in line with Schedule 4 and Schedule 9 and submit the TQF to the Authority's Commercial Officer and Project Manager as detailed within DEFFORM 111 via email for review and approval. Once the Authority has approved the TQF and provided the signed version to the Contractor, the Authority shall arrange with the Contractor date(s) of attendance and completion of the Units Locations' visitors booking in process within 3 Business Days. The Contractor will confirm

their attendance on the agreed date(s) at the Unit Location before completing the service.

c. Item 3 of Schedule 2 – Schedule of Requirements,

Independent Inspection to achieve LOLER Certification.

i) The Contractor shall ensure independent inspections of Pneumatic Mechanical Handlers are carried out to achieve and retain Lifting Operations and Lifting Equipment Regulations (LOLER) Certification in order to comply with all current health and safety regulations. The units are to be serviced and brought up to a serviceable standard prior to the completion of LOLER examinations. If any issues or faults are highlighted when servicing, these are to be resolved under Schedule 2 – Schedule of Requirements, Item 1 and/or Item 2 as appropriate.

ii) One month prior to LOLER Certification expiry, the Contractor shall notify the appropriate Unit Location and Authority's Project Manager, details shown at Schedule 8 – Contacts for Unit Location and DEFFORM 111 Box 2, via email and request for the LOLER Inspection to be completed. Once the Authority has acknowledged the email, the Authority shall (on behalf of the Contractor), within 3 Business Days, arrange with the Contractor date(s) of attendance and completion of the Units Locations' visitors booking in process for the independent inspection provider. The Contractor will confirm the independent inspection provider's attendance on the agreed date(s) at the Unit Location before completing the LOLER Certification.

iii) Following the successful outcome of the LOLER Certification, the Contractor shall issue the requisite documentation to the Authority's Project Manager, in the form of a copy of the Certification from the independent inspection provider who undertook the work. The Contractor shall also issue copies of the Certification document to both Unit Locations detailed at Schedule 8.

21.3 - Pricing

a. Item 1 - The price for Annual Servicing and Calibration of Pneumatic Mechanical Handlers including travel to and from Unit Location is stated at Schedule 2 – Schedule of Requirements for the work scope detailed at Schedule 6 and in accordance with Schedule 3.

i) The price includes the cost of Annual Servicing and Calibration and travel to and from Unit Location.

ii) The Contractor shall determine the extent of such work prior to proceeding with the Annual Service and Calibration. If the work is covered under Item 1 of Schedule 2 the Contractor is authorised to proceed.

b. Item 2 - The price for Ad Hoc Spares, Repairs and Emergent Work in accordance with 21.2 b. – Authorisation of Work and the rates and spares identified at Schedule 4 and Schedule 9;

i) If the Contractor identifies the Ad Hoc Spares, Repairs and Emergent Work is covered under 21.2 b Adhoc Spares, Repairs and Emergent Work during Annual Service LoL of £ (to be provided as part of the ITT response) (ex VAT) then the Contractor is authorised to proceed without seeking approval from the Authority's Commercial Officer. Once work carried out under 21.2 b Ad Hoc Spares, Repairs and Emergent Work during Annual

Service is complete the Contractor shall provide a service report with a breakdown of the work in accordance with the rates provided at Schedule 4 and the Spares List at Schedule 9 using the TQF at Schedule 7. This will require a separate Purchase Order loaded on CP&F for payment, once loaded the Contractor will submit a DEFFORM 129J for the contract file and raise an Invoice onto the CP&F system.

- ii) If the Contractor identifies the Ad Hoc Spares, Repairs and Emergent Work is covered under 20.2 b Adhoc Spares, Repairs and Emergent Work during Annual Servicing and will be greater than the LoL of £ (to be provided as part of ITT response) (ex VAT), then the Contractor shall contact the Authority's Commercial Officer as detailed at Box 1 of DEFFORM 111 for approval to proceed. Once approval has been gained and the work is complete, the Contractor shall provide their servicing reports. This shall detail the work carried out over and above the LoL and be in accordance with the rates provided at Schedule 4 and the Spares List at Schedule 9. This price will be submitted to the Authority's Commercial Officer and Project Manager as detailed within the DEFFORM 111. This will require a separate Purchase Order loaded on CP&F for payment, once loaded the Contractor will submit a DEFFORM 129J for the contract file and raise an Invoice onto the CP&F system. The Authority retains the right to reject any claims for work greater than the LoL of £ (to be provided in ITT response) (ex VAT) that have not been approved.
 - iii) If Ad Hoc Spares, Repairs and Emergent Work are required and covered under 20.2 b Ad Hoc Spares, Repairs and Emergent Work outside of Annual Service, then the Authority's Project Manager will make an assessment as to whether it can be repaired during the next Annual Service or needs an immediate repair. If Ad Hoc Spares were required but couldn't be provided on the day of service, the Contractor is to identify these in the servicing report. The Authority's Project Manager will then complete Part 1 – Requirement of the TQF at Schedule 7. This will then be issued to the Contractor via email. Once received the Contractor is to complete Part 2 – Proposed Solution in full containing all labour hours, material utilised, travel and subsistence etc. in accordance with rates provided Schedule 4 and the Spares List at Schedule 9. This price will be submitted to the Authority's Commercial Officer and Project Manager via email for review and approval. This will require a separate Purchase Order loaded on CP&F for payment, once loaded the Contractor will submit a DEFFORM 129J for the contract file and raise an Invoice onto the CP&F system.
- c. Item 3 – The price for the Independent Inspection of Pneumatic Mechanical Handlers to achieve and retain Lifting Operations and Lifting Equipment Regulations (LOLER) Certification is stated at Schedule 2 for the workscope detailed at Schedule 6 in accordance with Schedule 3.
- i) The price includes the cost of the Independent Inspection of Pneumatic Mechanical Handlers to achieve and retain Lifting Operations and Lifting Equipment Regulations (LOLER) Certification and travel to and from Unit Location.

21.4 - Payment Terms

- a. Annual Servicing and Calibration of Pneumatic Mechanical Handlers including travel to and from Unit Locations covered under Item 1 of Schedule 2 – Schedule of Requirements and Independent Inspection to achieve LOLER Certification covered under Item 3 of Schedule – Schedule of Requirements will be paid annually and will have a preloaded Purchase Order (PO) for each Year on the Contract Purchasing and Finance (CP&F) System.

- b. Any Ad Hoc Spares, Repairs and Emergent Work in accordance with 20.2 b. – Authorisation of Work and rates and spares identified at Schedule 4 and Schedule 9 covered under Item 2 of Schedule 2 shall be added to Schedule 5 by Contract Amendment. Once the Contract Amendment has been agreed between the Authority and the Contractor, an electronic PO will be issued on the CP&F System for the task value. The Authority's Commercial Officer shall advise the Contractor of the relevant PO Number.
- c. When the Contractor has completed the work under Items 1, 2 & 3 to the satisfaction of the Authority's Project Manager, the Contractor shall input an invoice on CP&F for the contracted price against the relevant PO and provide the Authority's Project Manager with a completed DEFFORM 129J – Electronic Business Delivery Form.
- d. On receipt of the DEFFORM 129J, the Authority's Project Manager confirms satisfactory completion of the relevant work and then arranges for the receipting of the CP&F PO.
- e. When the PO, Invoice and Receipt values all match on CP&F, this will create a 3-way match and payment will be made to the Contractor electronically via the Authority's Bill Paying Authority.
- f. The Contractor shall not submit invoices for payment until the work has been completed to a satisfactory standard and the Contractor has submitted the necessary evidence required to the Authority's Commercial Officer and Project Manager. If an invoice is submitted early, Defence Business Services (DBS) will remove the invoice from the Exostar/CP&F system. This will then have to be resubmitted by the Contractor upon satisfactory completion and necessary evidence submission.

21.5 - Cyber Security

- a. The Cyber risk has been assessed as 'Very Low' by the Authority. A Supplier Assurance Questionnaire (SAQ) via Online Octavian Tool must be completed by the contractor and, if necessary, further Risk Assessments, should be completed by the contractor and flowed down to any sub-contractors. The Authority's Risk Assessment Reference Number is **RAR-WGYB7HPE**.
- b. The Contractor shall demonstrate to the Authority an acceptable level of compliance against Def-Stan 05-138 through the completion of a SAQ. If an acceptable level of compliance cannot be demonstrated, then the Contractor will need to either:
 - i) Commit to doing so by an agreed date by submitting a Cyber Implementation Plan (CIP); or
 - ii) Commit to maintaining alternative, appropriate controls described in a CIP which is acceptable to the Authority in accordance with the risk acceptance process for the Cyber Security Model (CSM).
- c. The Contractor is directed to the following website for further guidance.

<https://www.gov.uk/government/publications/defence-cyber-protection-partnership-cyber-risk-profiles>

21.6 - Obsolescence Management

a. The Contractor shall be responsible for managing obsolescence over the entire period of the contract and, notwithstanding any Obsolescence Issues or problems; the Contractor remains responsible for meeting all performance and other requirements of this contract.

b. The Contractor shall implement a proactive Obsolescence Management strategy in accordance with IEC 62402:2007 (Obsolescence Management – Application Guide). This shall include as a minimum:

- i) the ongoing identification and review of Obsolescence Concerns and Obsolescence Issues over contract length;
- ii) the identification of mitigation action for Obsolescence Concerns over contract length;
- iii) the identification of resolution action for Obsolescence Issues.

This strategy shall include, but is not limited to, obsolescence of components, assemblies, sub-assemblies, piece parts, and material (hereafter referred to for purposes of this section only as “parts and/or material”).

c. The Contractor shall liaise with the Authority to ensure Obsolescence Management Plans (OMP) and mitigation / resolution of Obsolescence Concerns and Obsolescence Issues are appropriately aligned with the Authority’s Future Capability Upgrade Programme.

d. Any configuration changes due to obsolescence shall be approved in accordance with the Configuration Management process defined in this contract.

e. The Contractor shall provide the Authority with obsolescence status briefs, as part of the periodic programme reviews.

f. The Contractor shall develop and submit as part of its proposal an OMP for managing the transition from availability from the original manufacturer to unavailability, of parts and / or material required for the performance of this contract.

g. The OMP shall detail all the activities that the Contractor undertakes to identify and mitigate Obsolescence Concerns and to identify and resolve Obsolescence Issues.

The activities detailed within the OMP shall cover all the equipment that has been declared within the scope of this contract.

The Contractor shall ensure and be able to demonstrate that any mitigation of Obsolescence Concerns, or resolution of Obsolescence Issues, are implemented for the most cost effective through life solution, regardless of contract duration.

h. IEC 62402:2007 (Obsolescence Management – Application Guide) shall be used to provide a framework for implementing a proactive Obsolescence Management strategy and the

production of an Obsolescence Management Plan.

i. The Contractor shall ensure all known Obsolescence Issues and forecasted Obsolescence Concerns have been identified and have mitigation plans. Not less than 12 months before contract end, the Contractor shall transfer this data to the Authority which shall fall within the negotiated contract price. The Contractor shall ensure that the Authority shall have the right to use this data.

j. The Contractor shall be responsible for all costs associated with:

- the mitigation of Obsolescence Concerns;
- the resolution of Obsolescence Issues.

The costs for which the Contractor is responsible include, but are not limited to, the costs of investigating part availability, locating suitable part replacement, vendor interface, engineering and redesign efforts, testing and qualification requirements, documentation changes. The Contractor shall ensure that the Authority does not incur any additional costs due to obsolescence.

22 Special processes that apply to this Contract

Schedule 1 - Additional Definitions of Contract

Obsolescence Concern - means an identified future Obsolescence Issue.

Obsolescence Issue - means an item within a project which has been declared Obsolescent.

Obsolescence Resolution - means a resolution type (as defined in the Defence Logistics Framework) which is required to be implemented.

Unit Location - as detailed at Schedule 8 – Contacts for Unit Location.

Schedule 2 - Schedule of Requirements

Item No.	Ministry of Defence SCHEDULE OF REQUIREMENTS		Contract Number: 700006440 - Apache: Annual Servicing, Calibration, Spares, Repairs and Emergent Work including travel to and from Unit Location of Pneumatic Mechanical Handler's.				
	Description	Qty	Year 1 (Contract Award - 31/03/2020) Price (ex VAT)	Year 2 (01/04/2020 - 31/03/2021) Price (ex VAT)	Year 3 (01/04/2021 - 31/03/2022) Price (ex VAT)	(Option 1) Year 4 (01/04/2022 - 31/03/2023) Price (ex VAT)	(Option 2) Year 5 (01/04/2023 - 31/03/2024) Price (ex VAT)
1	Annual Servicing and Calibration of Pneumatic Mechanical Handler's including travel to and from Unit Locations at Schedule 8.	Qty 9					
2	Additional Ad Hoc Spares, Repairs and Emergent Work in accordance with 20.2 b. - Authorisation of Work and rates and spares identified at Schedule 4 and Schedule 9.	To be agreed as and when required using the Task Quotation Form. (TQF)					
3	The Independent Inspection of Pneumatic Mechanical Handlers to achieve and retain Lifting Operations and Lifting Equipment Regulations (LOLER) Certification.	Qty 9					

Schedule 3 - Statement of Requirement

STATEMENT OF REQUIREMENT FOR THROUGH LIFE SUPPORT OF THE DALMEC PRC PARTNER TYPE PNEUMATIC MECHANICAL HANDLERS

Requirement Summary

The Contractor is required to provide support to the DALMEC PRC Partner Type 1730-15-0021143 Pneumatic Mechanical Handlers which includes the Gun Turret Tooling DIS.00.28.2434 (1730-15-0021145), Pilot/Co-Pilot Gunner Seat Tooling DIS.00.42.2222 (1730-15-0021148) and Hook Tooling Head DIS.00.28.3684 (4030-15-2058961). Advise on possible service options to enable the most cost-effective service to deliver safety, reliability, maintainability, availability and operability for these units. There is a total quantity of nine DALMEC units with seven located at Wattisham and two located at Middle Wallop. The three distinct elements to this requirement are as follows:

1.
 - a. Part A - Through Life Support (TLS) for a three-year period with an option to extend for an additional two years, in yearly increments, up to the Apache AH Mk 1 out of Service date March 2024.
 - b. Part B - Provision of a Repair and Breakdown Service for a three-year period with an option to extend for an additional two years, in yearly increments, up to the Apache AH Mk 1 out of Service date March 2024.
 - c. Part C - To carry out all the legislative requirement to fully meet the Independent Lifting Operations and Lifting Equipment Regulations (LOLER), throughout the contracted period.

Part A – Through Life Support

2. The Contractor is required to provide operating bases / user units with on-site TLS, Annual Calibration and Servicing for all in-service DALMEC units to deliver serviceable units that function to the high quality, repeatability and safe operation expected with a maximum service / repair turnaround time of one day.
3. The Contractor is to provide operating bases / user units with on-site Repair and Maintenance support including the completion of any emergent work, additional repairs, ad-hoc spares identified and labour required to bring units back to a fully operational and safe condition.
4. The Contractor is required to supply and deliver those ad-hoc spares and consumables identified for planned and un-planned maintenance activities that can be renewed / changed by suitably qualified mechanical or electrical technicians on-site at operating bases / user units. Any unscheduled faults that can't be diagnosed using the maintenance manual will require contractor support in the form of on-site advice or return of unit to Contractors works for repair.
5. To ease contracting, to meet the requirements of paragraphs 3 and 4 and improve turnaround times, enabling arrangement such as authorised use of Limits of Liabilities (LoL) are to be considered by the Contractor.
6. The Contractor is to provide details of minimum recommended spares and consumables to be held or supplied in a timely fashion during the contract period to support operating bases / user units'

requirements, repair and breakdown services and any emergent work carried out at the Contractors works.

7. The TLS Contractor shall meet the following requirements:

a. A one-day turnaround time for each DALMEC unit to ensure all Qty 9 units have completed their annual service, on-site at the user unit / operating bases, within the one-year period specified.

b. Provide the Authority with a monthly updated DALMEC Servicing Schedule and Repairs Report to call forward relevant DALMEC units.

c. Provide on-site annual Calibration and Servicing to all in-service DALMEC units at the following operating bases / user unit locations:

i. Apache Maintenance Units
Wattisham Airfield
Wattisham
IPSWICH
Suffolk
IP7 7RA

ii. Apache Contractor Maintenance
Hangar 5
School of Army Aviation
Middle Wallop
Stockbridge
Hampshire
SO20 8DY

d. The Contractor is to Service, Calibrate and when necessary complete any repairs / emergent work and fitment of ad-hoc spares identified on each DALMEC unit undergoing annual servicing. The Contractor is to consider the use of a suitable Enabling Arrangement and Limit of Liabilities (LoL) to support the required turnaround times for the Calibration and Servicing of units.

e. The Contractor is to carry out functional and safety checks on lifed items fitted that are subject to annual inspection / periodic replacement and provide documented confirmation on the lifed items status and actual dates checked.

f. The Contractor is to provide the following maintenance information, including confirmation on status of lifed items fitted, and dates completed to allow applicable maintenance events to be included, updated and re-forecasted in the MoDs Joint Asset Management and Engineering Solutions (JAMES) facility. This shall record and provide a documented historical maintenance event trail for all work carried and provide accurate forecast dates for completion of future maintenance activities on each DALMEC unit as follows:

i. Reports of any identified repairs / emergent work carried out.

ii. Details of ad-hoc spares fitted.

- iii. Provision of applicable dated Certificates of Calibration, reports detailing Servicing & Maintenance completed and any Qualification Certification confirming compliance.
- iv. Qualification and inspection date confirmation on lifed items fitted.
- g. The Contractor is to verify that each DALMEC unit complies with all current Health, Safety and Environmental legislation requirements.

Part B – Provision of a Repair and Breakdown Service.

- 8. The Contractor is required to provide a Repair and Breakdown Call-Out Service to attend operating bases / user units detailed previously in para 7.c and rectify any reported unserviceable DALMEC units. Initial Contractor engineering assistance is required to determine if attendance is justified so that, where possible, rectification of reported unserviceable units is completed successfully on-site to avoid the need to return units to Contractor works as follows:
 - a. The Contractor is required to Inspect and Repair as Necessary defective DALMEC units on-site at operating bases / user units, complete work required to include any necessary repairs, ad-hoc spares used and labour required to return units back to a fully operational and safe condition when at operating bases / user units under this condition.
 - b. The Contractor shall provide reports for identified repairs and work carried out.
 - c. The Contractor shall provide details of ad-hoc spares fitted to support unit recovery required.
 - d. The Contractor is to verify that each DALMEC unit rectified complies with all current Health, Safety and Environmental legislation requirements.
- 9. The Contractor is required to provide a Repair and Breakdown Service on those DALMEC units that cannot be rectified and / or repaired on-site by Contractor representatives and must be returned to the Contractor works to restore units back to a fully operational and safe condition as follows:
 - a. The Contractor is to provide a collection and delivery service to and from operating bases / user units detailed previously in Para 7.
 - b. The Contractor is to provide a DALMEC unit, door to door, recovery turnaround time of no more than two weeks.
 - c. The Contractor is required to Inspect and Repair as necessary defective DALMEC units returned to the Contractors works to complete work required to include any necessary repairs, ad-hoc spares used and labour required to restore units back to a fully operational and safe condition when at the Contractors works as dictated by this condition.
 - d. The Contractor shall provide reports of identified repairs and work carried out.
 - e. The Contractor shall provide details of ad-hoc spares fitted to support unit recovery.
 - f. The Contractor shall verify that each DALMEC unit complies with all current Health, Safety and Environmental legislation requirements.

Part C – Lifting Operations and Lifting Equipment Regulations (LOLER).

10. The contractor shall carry out all the legislative requirements to fully meet the Independent Lifting Operations and Lifting Equipment Regulations (LOLER), throughout the contracted period.

Schedule 4 - Firm Rates under Item 2 of Schedule 2 - Schedule of Requirements

The following pricing shall apply to any work carried out under Item 2 of Schedule 2: Schedule of Requirement. The firm Labour Man Hourly Rate shall be applied in the calculation of each quotation for this.

In-Service Support Period:	Year 1 (Ex VAT)		Year 2 (Ex VAT)		Year 3 (Ex VAT)		Year 4 (Ex VAT)		Year 5 (Ex VAT)	
	Daily subsistence	Overnight subsistence								
Firm Labour Man Hourly Rate (Incl. overheads and profit)										
Travel Time per Hour										
Firm Subsistence Rate (Incl. call out and mileage)	Daily subsistence									
	Overnight subsistence		Overnight subsistence		Overnight subsistence		Overnight subsistence		Overnight subsistence	
	Mileage rate (Per Mile)		Mileage rate (Per Mile)		Mileage rate (Per Mile)		Mileage rate (Per Mile)		Mileage rate (Per Mile)	

Schedule 6 - Work Scope for Pneumatic Mechanical Handlers

To be provided as part of Tender Response.

- | | | |
|----|--------------------------------|-----|
| b. | Sub Contract (BOS) at cost: | = £ |
| c. | Sub Total of Costs (a + b) | = £ |
| d. | Travel and Subsistence at cost | = £ |
| e. | Man hours: _____ hrs at _____ | = £ |
| f. | Other costs (specify postage) | = £ |
| g. | Overheads | = £ |
| h. | Profit | = £ |
| i. | Total Firm Price | = £ |

(For a, b, d, e, f, g, h or i please provide a breakdown of the costs involved) Items jkl as per quote

- j. Firm price valid for 60 days from the day submitted.
- k. Estimated start date:
- l. Forecast completion date:

SIGNATURE:

TELEPHONE NO:

APPOINTMENT:

DATE:

Part 3 - MoD Authorisation to Proceed

- The Contractor is hereby authorised to carry out the work detailed at Part 1 of this form within the Firm Price detailed at Part 2 of this form.

PROJECT SIGNATURE:

NAME:

APPOINTMENT:

DATE:

COMMERCIAL SIGNATURE:

NAME:

APPOINTMENT:

DATE:

Schedule 8 - Contacts for Unit Locations

Location	Contact
Wattisham	DSU GSE Bay Controller Hangar 700 Wattisham Airfield Ipswich Suffolk IP7 7RA Tel: [REDACTED] Email: [REDACTED] <i>'This text has been redacted under the exemptions set out by the Freedom of Information Act'</i>
Middle Wallop	Support Services Controller ACM Hangar 5 Army Aviation Centre Middle Wallop Hampshire SO20 8DY Tel: [REDACTED] Email: [REDACTED] <i>'This text has been redacted under the exemptions set out by the Freedom of Information Act'</i>

Schedule 9 - Spares List for Items covered under Item 2 of Schedule 2 - Schedule of Requirements

Spare No.	Description	Dalmecc Code	Part No.	Price

Deliverables

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Contract Planning and Administration - Arrange In House Contract Initiation Meeting (reminder)	To call an initial Internal only meeting to ensure that all key MOD players understand the contract, e.g. they know: the contract scope and operation; their role & authority in the contract; the specific obligations they are responsible for; high-risk areas; performance evaluation; and what to do in response to events/problems that may arise and if changes are needed.		Supplier Organisation
Obligation DEFCON 21 (Edn 10/04) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.		Supplier Organisation
Obligation DEFCON 91 (Edn 11/06) Clause - 5b - Software as required	A copy of the Software as is required for performance of obligations to be retained.		Supplier Organisation
Obligation DEFCON 117 (Edn 10/13) Clause - 3a - Technical Data to Codification Authority or representative	Provision of Technical Data to the Codification Authority or the Authority's Agent specified by the Codification Authority.		Supplier Organisation
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organisation
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organisation
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organisation
Marking of Articles Condition 11	Articles to be marked in accordance with the contract.		Supplier Organisation
Progress Meetings Condition 13	Attendance at progress meetings in accordance with the contract		Supplier Organisation
Payment Condition 14.b	Submission of Invoices		Supplier Organisation
Payment Condition 14.c	Payment		Supplier Organisation
Annual Service and Maintenance of Qty 9 Dalmech Pneumatic Mechanical Handler	Annual Service and Maintenance of Qty 9 Dalmech Pneumatic Mechanical Handler	30-JUN-2019	Supplier Organisation
LOLER Inspection for Qty 9 Dalmech Pneumatic Mechanical Handlers	LOLER Inspection for Qty 9 Dalmech Pneumatic Mechanical Handlers	30-JUN-2019	Supplier Organisation

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Annual Cyber Security Assessment	The Authority to complete the Annual Cyber Security Assessment covered under DEFCON 658 (SC1) - Cyber	1 year from Contract Award	Buyer Organisation
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.		Buyer Organisation
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organisation
Import Licences Condition 8.d	Assist application for licences that are defence/security related		Buyer Organisation
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organisation

DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: Apache Delivery Team, DE&S Helicopters, Building 100, Box 188, Leonardo Helicopters, Lysander Road, Yeovil, BA20 2YB

Email: [REDACTED] ☎☎ [REDACTED]

'This text has been redacted under the exemptions set out by the Freedom of Information Act'

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

Name: [REDACTED]

Address Apache Delivery Team, DE&S Helicopters, Building 100, Box 188, Leonardo Helicopters, Lysander Road, Yeovil, BA20 2YB

Email: [REDACTED] ☎☎ [REDACTED]

'This text has been redacted under the exemptions set out by the Freedom of Information Act'

3. Packaging Design Authority Organisation & point of contact:

Not Applicable

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

☎☎ Not Applicable

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

Branch/Name: Not Applicable

☎☎ Not Applicable

(b) U.I.N. D1950C

5. Drawings/Specifications are available from Not Applicable

6. Intentionally Blank

7. Quality Assurance Representative: DES Apache-EngQA

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

8. **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].

9. **Consignment Instructions** The items are to be consigned as follows: Not Applicable

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B.JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

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

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

12. Forms and Documentation are available through *:

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

Applications via fax or email: DESLCSLS-OpsFormsandPubs@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>

DEFCONS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/defcon.htm>

Archived DEFCONS:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/archive.htm>

DEFFORMS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec.htm>

Archived DEFFORMS:

https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec_archive.htm

SC1A <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template1a.htm>

SC1B <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template1b.htm>

SC2 <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template2.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Quality Assurance Conditions

No Specific QMS

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

Certificates of Conformity shall be provided in accordance with DEFCON 627

Other Quality Assurance Requirements:

AQAP 2310 Edition B

NATO QA Requirements for Aviation, Space and Defence Suppliers

Def Stan 05-61 Part 1, Issue 6

Quality Assurance Procedural Requirements - Concessions

Def Stan 05-61 Part 4, Issue 3

Quality Assurance Procedural Requirements - Contractors Working Parties

Def Stan 05-61 Part 9, Issue 5

Quality Assurance Procedural Requirements – Independent Inspection Requirements for Safety Critical Items

For Guidance on the application and interpretation of AQAPs use AQAP 2009 Edition 9

Where GQA is performed against this contract it will be in accordance with AQAP 2070 Edition B Version 3

Statement Relating to Good Standing

The Statement Relating To Good Standing

Contract Title: Annual Servicing, Maintenance & Repair of Pneumatic Mechanical Handlers.

Contract Number: 700006440

1. We confirm, to the best of our knowledge and belief, that [REDACTED] 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 [REDACTED] 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. [REDACTED] 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	