



**DE&S**

**Contract Number:  
701161395**

**Description:  
The Collection & Disposal of Portable and Non-  
Portable Batteries in Great Britain**

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## Terms and Conditions

### Schedule 1

#### Schedule 1 - Schedule of Requirements

<b>Name &amp; Address of Contractor:</b> <b>H J Enthoven Trading as Ecobat Logistics (GPB)</b> <b>Crescent Works Industrial Park, Willenhall Road Darlaston, WS10 8JR</b>	<b>MINISTRY OF DEFENCE</b>  <b>Schedule of Requirements for The Collection &amp; Disposal of Portable &amp; Non-Portable Batteries in Great Britain</b>	<b>Schedule 1 to Contract 701161395</b>  <b>Issued on:</b>  <b>22<sup>nd</sup> April 2021</b>
Item No.	Description	Price (£)
1	<p>The Contractor shall deliver a complete service for the Disposal of Waste as detailed in this Schedule 1:</p> <p><b>The Collection &amp; Disposal of Portable &amp; Non-Portable Batteries in Great Britain</b></p> <p>covering Routine Tasks in Great Britain in accordance with the Statement of Requirements at Schedule 3. The period of the Contract will be from <b>1<sup>st</sup> June 2021 (the Operational Date)</b> and will expire on <b>31<sup>st</sup> May 2025</b>, unless the option to extend the contract is taken up, in which case the Contract will expire on <b>31<sup>st</sup> May 2028</b>, condition 9 of the Contract refers. The service will comprise:</p>	
1a.	<p>Routine Tasks for Waste for which there is a Firm Price in Annex A to Schedule 1 (the Pricing Matrix), shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>a. Collection and transportation of Batteries for Disposal</li> <li>b. The supply of the appropriate transportation and storage receptacles to collect the products</li> <li>c. The storage of the products</li> <li>d. Sale of products which have value after recycling</li> <li>e. The disposal as waste of all remaining product</li> </ul>	Firm Price payable by the Authority in accordance with the relevant prices at Annex A to Schedule 1
1b.	Additional work as a consequence of goods received in error or discrepancies between the task and the goods received as specified in each individual GRIEF and agreed in accordance with the Terms and Conditions of the Contract and the relevant prices of Annex A to Schedule 1(the Pricing Matrix).	As per individual GRIEF/ Discrepancy
2	<b>As a consequence of providing the service detailed at Item 1 above, the Contractor shall provide the following documentation:</b>	<b>Included in Item 1 above</b>
2a.	<p>Risk Management Plan:</p> <p>Draft to be submitted within 4 weeks of contract award</p> <p>Final document to be approved within 8 weeks of contract award.</p>	

2b.	<p>Documents to be supplied:</p> <p>The contractor shall provide up to date Management Information (MI) reports as detailed below:</p> <ul style="list-style-type: none"> <li>a. As specified against each individual report.</li> <li>b. 5 business days in advance of each Progress Review Meeting.</li> <li>c. When requested to do so in advance of any ad-hoc Meeting.</li> </ul> <p><b>Monthly Collected Report</b> –identifying all Waste collected in the format of the template at Annex F to Schedule 2 within one (1) business days after the end of each calendar month.</p> <p><b>Sales Report</b> - This report will identify any sales return by the Contractor during the accounting period in the format of the template at Annex F to Schedule 2. The Contractor shall provide an accurate report to the Authority within one (1) business day after the end of each calendar month.</p> <p><b>GRIEF/Discrepancy Reports</b> – This report will show all the GRIEFS and Discrepancy Reports raised and any outstanding issues. The Contractor shall provide an accurate report to the Authority on a Quarterly basis to be received one (1) Business Day prior to the Progress Review Meetings.</p> <p><b>Environmental Report</b> - This report is to identify the final disposal route for all material collected and processed. The Contractor shall provide an accurate report to the Authority within one (1) business days after the end of each calendar month, in the format of the template at Annex G to Schedule 2.</p> <p><b>KPI Report</b> – This report will summarise the performance against each of the four (4) KPIs in the format of the template at Annex F to Schedule 2. The Contractor shall provide an accurate report to the Authority within four (4) business days after the end of each calendar month.</p> <p><b>Weekly Information Report.</b> – detailing the costs and disposal route of all Waste, in the format of the template at Annex H to Schedule 2. The Contractor shall provide an accurate report to the Authority within one (1) business day after the end of each calendar week.</p>	
2b.	Duty of Care Audit in accordance with the Condition 8 in the contract, The first visit must take place within 3 months of contract award and audits will thereafter take place annually.	
2c.	<p>The Contractor shall provide an End of Contract Report within one month of expiry of the Contract which shall include:</p> <ul style="list-style-type: none"> <li>a. A list of outstanding tasks that have already been placed against the Contract.</li> <li>b. A list of Waste held by the contractor.</li> </ul>	
3	This is subject to the Terms and Conditions of the contract attached at Schedule 2.	N/A
4	Provision of a Drawdown Service, for a duration of 4 months, commencing on expiry of the Service Period.	Included in Item 1 above.

## **SCHEDULE 2 – TERMS AND CONDITIONS**

### **DEFCON 005J**

DEFCON 005J (Edn. 11/16) - Unique Identifiers

### **DEFCON 76 (ISC)**

DEFCON 76 (ISC) (Edn. 12/19) - Contractor's Personnel At Government Establishments

**DEFCON 127** (Edn. 12/14) – Price Fixing For Contracts of Lesser Value (for Amendments only)

### **DEFCON 129J**

DEFCON 129J (Edn. 11/16) - The Use Of The Electronic Business Delivery Form

### **DEFCON 501**

DEFCON 501 (Edn. 11/17) - Definitions and Interpretations

### **DEFCON 502**

DEFCON 502 (Edn. 05/17) - Specifications Changes

### **DEFCON 503**

DEFCON 503 (Edn. 12/14) - Formal Amendments To Contract

### **DEFCON 513**

DEFCON 513 (Edn. 11/16) - Value Added Tax

### **DEFCON 514**

DEFCON 514 (Edn. 08/15) - Material Breach

### **DEFCON 515**

DEFCON 515 (Edn. 02/17) - Bankruptcy and Insolvency

### **DEFCON 516**

DEFCON 516 (Edn. 04/12) - Equality

### **DEFCON 518**

DEFCON 518 (Edn. 02/17) - Transfer

### **DEFCON 520**

DEFCON 520 (Edn. 05/18) - Corrupt Gifts and Payments of Commission

### **DEFCON 522**

DEFCON 522 (Edn. 11/17) - Payment and Recovery of Sums Due

### **DEFCON 526**

DEFCON 526 (Edn. 08/02) - Notices

### **DEFCON 527**

DEFCON 527 (Edn. 09/97) - Waiver

### **DEFCON 528**

DEFCON 528 (Edn. 07/17) - Import and Export Licences

### **DEFCON 529**

DEFCON 529 (Edn. 09/97) - Law (English)

### **DEFCON 530**

DEFCON 530 (Edn. 12/14) - Dispute Resolution (English Law)

### **DEFCON 531**

DEFCON 531 (Edn. 11/14) - Disclosure of Information

### **DEFCON 532B**

DEFCON 532B (Edn. 04/20) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

**DEFFORM 532****Personal Data Particulars****DEFFORM 532**

Edn10/19

.....

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

<b>Data Controller</b>	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p><b>The Defence Equipment Sales Authority, Building C16, C Site, Arncott, Bicester, OX25 2LD</b></p>
<b>Data Processor</b>	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p><b>H J Enthoven Limited, trading as Ecobat Logistics (GBP), Crescent Works Industrial Park, Willenhall Road, Darlaston, WS10 8JR</b></p>
<b>Data Subjects</b>	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p><b>Customers and Clients.</b></p>
<b>Categories of Data</b>	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p><b>Company name or client name.</b></p>
<b>Special Categories of data (if appropriate)</b>	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data: <b>None</b></p>
<b>Subject matter of the processing</b>	<p>The processing activities to be performed under the contract are as follows:</p> <p><b>Provision of sufficient information to support Management Information Governance Assurance and Data Analysis.</b></p>
<b>Nature and the purposes of the Processing</b>	<p>The Personal Data to be processed under the</p>

	<p>Contract will be processed as follows:</p> <p><b>As an XL Spreadsheet to be loaded onto the MOD E-Dart* System which is password protected with registered users that have individual log-ins.</b></p> <p><b>*E-Dart is an internal secure network.</b></p>
<b>Technical and organisational measures</b>	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p><b>Any internal piece of software or documentation containing personal data should be for dissemination between only the Contractor and the Authority. To assist with higher level security, the software/document is to be password protected. This will be discussed between the Contractor and the Authority.</b></p>
<b>Instructions for disposal of Personal Data</b>	<p>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):</p> <p><b>Data will be retained for a maximum of six years from the end of the contract and will be reviewed periodically. Information retained on paper will be shredded and electronic data will be deleted.</b></p>
<b>Date from which Personal Data is to be processed</b>	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:</p>

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



**DEFCON 632**

DEFCON 632 (Edn. 08/12) - Third Party Intellectual Property - Rights and Restrictions

**DEFCON 642**

DEFCON 642 (Edn. 06/14) - Progress Meetings

**DEFCON 646**

DEFCON 646 (Edn. 10/98) - Law and Jurisdiction (Foreign Suppliers)

**DEFCON 534**

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

**DEFCON 537**

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

**DEFCON 538**

DEFCON 538 (Edn. 06/02) - Severability

**DEFCON 539**

DEFCON 539 (Edn. 08/13) - Transparency

**DEFCON 550**

DEFCON 550 (Edn. 02/14) - Child Labour and Employment Law

**DEFCON 566**

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

**DEFCON 602A**

DEFCON 602A (Edn. 12/17) - Quality Assurance (With Deliverable Quality Plan)

**DEFCON 604**

DEFCON 604 (Edn. 06/14) - Progress Reports

**DEFCON 608**

DEFCON 608 (Edn. 10/14) - Access and Facilities to be Provided by the Contractor

**DEFCON 609**

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

**DEFCON 620**

DEFCON 620 (Edn. 05/17) - Contract Change Control Procedure

**DEFCON 621B**

DEFCON 621B (Edn. 10/14) - Transport (if the Contractor is responsible for transport).

**DEFCON 630**

DEFCON 630 (Edn. 02/18) - Framework Agreements

**DEFCON 658**

DEFCON 658 (Edn. 10/17) - Cyber

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

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

## **NARRATIVE CONDITIONS**

### **1. DEFINITIONS**

- 1.1. In the Contract, in addition to the definitions listed in DEFCON 501, unless stated otherwise in an individual document, the following words and expressions shall have the meanings respectively assigned to them:
  - 1.1.1. Authorised Demander: Any one of the persons authorised by the Authority to place Demand Orders or Tasks.
  - 1.1.2. Contract Award: The date on which the contract is awarded and comes into effect
  - 1.1.3. Contract Start Date: The date from which the Contractor provides services under the Contract.
  - 1.1.4. DIA AAC shall mean the Authority's Defence Internal Audit Asset Accounting Centre.
  - 1.1.5. Discrepancy Items shall mean any Waste collected or received by the Contractor which varies from the information received on the Routine Task form.
  - 1.1.6. Drawdown and Drawdown period shall mean the activities required to be performed by the Contractor after expiry of the Service period in accordance with condition 28 of the contract. For the avoidance of doubt, the Authority will not issue any new Taskings to the Contractor during the drawdown period.
  - 1.1.7. Goods Received in Error (GRIE) shall mean any Waste collected or received by the Contractor which has not been listed for collection on the Routine Task form, and which has been accepted by the Authority as not being listed for collection.
  - 1.1.8. SOR: Schedule of Requirements - the service required – Schedule 1.
  - 1.1.9. StOR: Statement of Requirements - Schedule 3 which defines the requirement in detail.
  - 1.1.10. Routine Task or Tasking: A firm instruction placed on the Contractor by the Authority, which requires the Contractor to collect and dispose of Waste in accordance with the provisions of the Contract.
  - 1.1.11. Service or Services: Shall mean the activities described in the Statement of Requirement (StOR) at Schedule 3 to the Contract.
  - 1.1.12. Service Period: Shall mean the period of time between the Contract start date and the date of the expiry of the Service Period including any option periods exercised.
  - 1.1.13. Waste shall mean all items listed on the Annex A to Schedule 1 or any additional items which are within the scope of the Contract as defined on Schedule 3, the Statement of Requirement.
  - 1.1.14. Schedule 2 is the Terms and Conditions of the Contract, which consist of the DEFCONs and these Narrative Conditions.

### **2. SCOPE AND DURATION**

- 2.1. Subject to Termination of this Contract for any reason, the scope of the Contract shall include two distinct phases, as follows:
  - 2.1.1. Service Period, under Item 1 of the Schedule of Requirements;

**And**

- 2.1.2. Drawdown Period, under Item 4 of the Schedule of Requirements. No further Taskings shall be made by The Authority during the Drawdown Period.
- 2.2. Subject to condition 9 (Pricing) the duration of the Service Period under Item 1 of the Schedule of Requirements shall be 7 (seven) years from the date of Contract. The duration of the Drawdown Period under Item 4 of the Schedule of Requirements shall be 4 (Four) months from the date of expiry of the Service Period including any option periods that may be exercised.
- 2.3. Further to Clauses 4 and 5 of DEFCON 630, and for the avoidance of any doubt, The Contractor acknowledges and agrees in accepting this Contract that the Contract is not exclusive, defined as:
  - 2.3 The Authority shall not be bound to Task any Waste The Contractor; and
  - 2.3.2. The Authority is free to make any alternative arrangements for the disposal Waste; and
  - 2.3.3. The Contractor accepts it has no claim against The Authority where The Authority exercises the rights described in Clauses 2.3.1 and/or 2.3.2 above.

### **3. ACCEPTANCE OF THE SERVICE - THIS COVERS THE SERVICES PROVIDED UNDER ITEM 1 OF SCHEDULE 1 - SCHEDULE OF REQUIREMENTS**

- 3.1. Acceptance shall be based on The Contractor's performance against the KPIs at condition 14 of the Contract on a quarterly basis from the date of commencement of the Service Period under Item 1 of the Schedule of Requirements until the expiry of the Drawdown Period under Item 4 of the Schedule of Requirements.
- 3.2. Acceptance shall be assessed in accordance with this Condition of the Contract against the KPI information provided in the quarterly progress report, as follows:
- 3.3. Achieving the met in full or exceeded thresholds for more than 90% of the KPIs shall constitute the Authority's acceptance of the service in full. Achieving the met in full or exceeded thresholds for less than 90% of the KPIs for three quarters in succession shall constitute a material breach.
- 3.4. Achieving the met in full or exceeded thresholds for 75% or more of the KPIs shall constitute the minimum acceptable level of service the Authority may accept for a single quarter. Achieving the met in full or exceeded thresholds for less than 75% of the KPIs for more than one quarter in succession shall constitute a material breach.
- 3.5. Achieving the met in full or exceeded thresholds for less than 60% of the KPIs in one quarter shall constitute a material breach.
- 3.6. Where performance of the Services is in material breach, The Contractor shall have the opportunity to restore performance of the Services to an acceptable level of service as defined in this Condition of Contract in the immediately following quarter. Where performance of the Services:
  - 3.7. is restored to a fully acceptable level of service (90% or more), performance of the Services for the quarter will no longer be considered a material breach and shall not count toward the number of occasions described in clause 3.10 below.
  - 3.8. is restored to the minimum acceptable level of service (75% or more), performance of the Services for the quarter will count towards the number of occasions described in clause 3.10 below.

- 3.9. is not restored to the minimum acceptable level of service (75% or more), The Authority shall have the right to terminate the Contract in accordance with DEFCON 514.
- 3.10. has been in material breach on two or more separate occasions, the Authority shall have the right to terminate the Contract in accordance with DEFCON 514.

#### **4. CERTIFICATION, ACCREDITATION, LICENCES AND PERMITS**

- 4.1. To meet the Authority's compliance obligations the Contractor shall possess all necessary licences and environmental permits to enable collection, transportation, storage and disposal of the Waste arising under the Contract. If any of the standards listed change during the period of the contract, then the Contractor must provide evidence of meeting the new standard. The Contractor shall ensure full compliance with all relevant and extant European Union, United Kingdom Health & Safety regulations and legislation. The Contractor shall possess the following licences and operate the processes listed below for the duration of the Contract:
- 4.2. UKAS (or equivalent) accredited certification to ISO9001:2015
- 4.3. UKAS (or equivalent) accredited certification to ISO14001:2015 or equivalent documented system acceptable to the Authority.
- 4.4. Environmental Permits that relate to the collection, transportation and storage pending disposal of Waste within the scope of this contract, in accordance with COSHH regulations; guidance from the Environmental Agency can be found in at the following link: <https://www.gov.uk/guidance/check-if-you-need-an-environmental-permit#what-you-need-a-permit-for>
- 4.5. Licences for any Authorised Approved Test Facilities (AATF) proposed to be utilised for the processing prior to disposal of Waste Electronic and Electrical Equipment (WEEE).
- 4.6. Health & Safety Management – the Contractor must maintain as a minimum an appropriate and documented Organisational Health & Safety Management System. OHSAS18001:2007 or ISO 45001:2018 is **essential**; the COSHH website can be found at the following link: <http://www.hse.gov.uk/coshh>
- 4.7. The appropriate Cyber Security Protection as directed by the Supplier Assurance Questionnaire.
- 4.8. If any of the requirements of the certification/accreditation, licences and permits listed change or are replaced during the period of the Contract, the Contractor or where applicable, the relevant subcontractor, shall secure such new or changed certification/accreditation, licences and permits to ensure compliance at all times with the Contract. The Contractor shall provide copies of updated certification, licences or permits within 10 Business Days of the Contractor's or the relevant subcontractors' receipt of such updated certification, licences or permits.
- 4.9. Where the Contractor or where applicable, the relevant subcontractor, fails to maintain any of the certification/accreditation, licences and permits listed, the Contractor shall give Notice to the Authority within 5 Business Days of the Contractor becoming non-compliant. Such non-compliance shall be considered a material breach of its obligations under the Contract. In such circumstances, the Authority shall have the right to terminate the Contract in accordance with the provisions of the Contract.

#### **5. COLLECTION AND STORAGE**

- 5.1. Unless otherwise agreed between the parties, the Contractor shall be responsible for collecting Waste from the Authority's premises, loading the Waste on to the Contractor's transport, and the transportation, delivery and unloading of the Waste at the Contractor's premises in accordance with Section 1 of Schedule 3 (the Statement of Requirements).

- 5.2. The Contractor shall comply fully with all relevant legislation regarding suitable transport, containers, handling and loading capability and health and safety and environmental legislation, including the provision of consignment notes for each collection undertaken at nil cost to the Authority.
- 5.3. The Contractor shall be responsible for ensuring adequate human and mechanical resources, including where necessary, any specialist equipment for the purposes of loading and unloading Waste. The Authority may provide assistance where appropriate at its absolute discretion but shall in no way be liable for any loss or damage in accordance with condition 11 of the contract. The Authority shall not be bound to provide any assistance to the Contractor.
- 5.4. Unless otherwise agreed between the parties, the Contractor shall store Waste at the Contractor's premises in accordance with Section 2 of the Statement of Requirement at Schedule 3 to the Contract.

## **6. COMMERCIAL RISK**

- 6.1. The Contractor acknowledges that any risk assessment which has been, or may be, undertaken in connection with this Contract has been, or will be, a project management function only. Such risk assessment does not affect the legal relationship between the parties. The issuing of any risk assessment questionnaire and the process of risk assessment generally, including without limitation, the identification of (or failure to identify):
- 6.1.1. particular risks and their impact; or
- 6.1.2. risk reduction measures, contingency plans and remedial actions
- 6.2. shall not in any way limit or exclude the Contractor's obligations under this Contract and shall be entirely without prejudice to the Authority's rights, privileges and powers under this Contract. Where any risks identified as a result of any risk assessment questionnaire and risk assessment generally are agreed by the parties to be those of the Authority, these shall be subject to being accepted expressly and unequivocally by the Authority.
- 6.3. If the Authority provides any human or material resources to the Contractor for the purpose of loading Waste, all risk of theft, loss, damage or destruction shall remain with the Contractor in accordance with this condition of Contract, where the Contractor is responsible for loading. Any such assistance is offered by the Authority on a goodwill basis and shall not result in a transfer of risk back to the Authority. The Contractor shall be wholly liable for any loss or damage howsoever caused.

## **7. DEMURRAGE**

Where:

- 7.1. Maximum standard waiting time of 60 minutes is exceeded and the decision of the Authority is for the driver to remain on site.
- 7.2. If after being escorted on site there is an obstruction or an event happening that prevents the removal of the Waste, then the Authority shall be informed at the earliest opportunity. If agreed by the Authority, then Demurrage can be claimed if the waiting time is over 60 minutes.
- 7.3. All claims for Demurrage at the rate stated in Annex A to Schedule 1 shall be submitted to the Authority within 10 working days on the form contained at Annex A to Schedule 2 – Report of a Discrepancy or GRIEF (Goods Received in Error Form).

## **8. DUTY OF CARE AUDIT**

8.1. In addition to the provisions of DEFCON 608, the Authority shall have the right to undertake Duty of Care audits, relating to Health & Safety and Environmental management issues. Prior to each visit, the Authority will provide the Contractor with two questionnaires. The audit itself will then comprise of a review of all documentation relating to Safety, Health, and Environmental (SH&E) management and legislative compliance, and physical assessment of the site and work practices to ensure their compliance with the Contractor's SH&E Management Systems. The first audit will occur within 3 months of contract award and further audits will be carried out annually for the duration of the contract. After each audit, the Authority shall produce a report, which shall be copied to the Contractor. The Contractor shall act upon the recommendations within the audit report within the timescales detailed in the report.

## **9. PRICING**

9.1. Prices for Years 1 to 4 are firm and are as shown on Annex A to Schedule 2 (the Pricing Matrix).

9.2. Prices for Years 5 to 7 inclusive are to be agreed by the end of Year 4, i.e. by 31<sup>st</sup> May 2025. DEFCON 127 will apply to these prices to ensure that they are fair and reasonable, if the Authority is not satisfied with the prices offered, then the Framework may be terminated at the end of Year 4

## **10. GOODS RECEIVED IN ERROR AND DISCREPANCIES**

10.1. Where:

10.1.1. Waste is received in error (see Annex A to Schedule 2 to the Contract), and differ in volume or type from that specified in the Routine Tasks;

10.1.2. additional costs are incurred by the Contractor in its handling, storage or delivery to an Authority-nominated location;

10.1.3. Waste is subject to additional restrictions imposed by the Authority;

10.1.4. there is other contamination of produce (compared with the description on the Declaration or Task);

10.1.5. The costs incurred by the Contractor as a direct consequence of such error, recall or restriction, shall be identified by the Contractor and submitted to the Authority within 10 Business Days on the forms contained at Annex A to Schedule 2 - Report of a Discrepancy or GRIEF (Goods Received in Error Form).

All costs identified in conjunction with either a Goods Received in Error or Discrepancies shall be separately accounted for by the Contractor and under no circumstances offset against the price payable to the Authority in accordance with Condition 18 of the Contract. The Contractor shall endeavour to minimise such costs as far as possible and provide evidence that it has taken steps to mitigate such costs.

## **11. INDEMNITY**

11.1. The Contractor shall indemnify the Authority against loss or damage to the Authority's property and any claims for personal injury to or death of the Authority's personnel arising from or in connection with this Contract where such loss, damage, personal injury or death is caused by the Contractor, its employees, nominated representatives, agents, visitors or sub-contractors.

- 11.2. The Contractor shall indemnify the Authority against any claims from third parties (including but not limited to the Customer) in respect of any loss, liability, damage (whether civil or criminal), costs or expenses arising from or in connection with this Contract.
- 11.3. The Authority shall accept no liability whatsoever in respect of any loss (including consequential loss) or damage to the Contractor's property or personal injury or death to the Contractor, its employees, nominated representatives, agents, visitors or sub-contractors arising from or in connection with this Contract except to the extent that any such personal injury or death is due to the negligence of the Authority.

## **12. INSURANCE**

- 12.1. Without prejudice to its liability to indemnify or otherwise be liable to the Authority under this Contract, the Contractor shall for the periods specified in condition 13 of the contract take out and maintain or procure the taking out and maintenance of the insurances as set out under this clause and condition 13 of the contract and any other insurances as may be required by law, together the Required Insurances. The Contractor shall ensure that each of these Required Insurances are effective in each case not later than the date on which the relevant risk commences.
- 12.2. The Required Insurances at condition 13 of the contract shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.
- 12.3. Where specified in condition 13 of the contract the Contractor shall ensure that the relevant policy of insurance shall contain an indemnity to principals clause or additional insureds equivalent, under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury or third party property damage, and for which the Contractor is legally liable in respect of this Contract.
- 12.4. Without limiting the other provisions of this Contract, the Contractor shall:
- 12.4.1. Take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent Contractor acting in accordance with good industry practice, including but not limited to the investigation and reporting of relevant claims to insurers;
- 12.4.2. Hold all policies in respect of the Required Insurances and cause any insurance broker effecting the Required Insurances to hold any insurance slips and other evidence of placing cover representing any of the Required Insurances to which it is a part and for which it is responsible under this Contract.
- 12.5. Where the minimum limit of indemnity required in relation to any of the Required Insurances is provided as being "in the aggregate" and the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Contract, the Contractor shall ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified in the Required Insurances.
- 12.6. The Contractor shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Required Insurances
- 12.7. The Authority may elect (but shall not be obliged) where notice has been provided to the Contractor to purchase any insurance which the Contractor is required to maintain pursuant to this Contract but has failed to maintain in full force and effect, the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Contractor.
- 12.8. The Contractor shall from the date of any Tasking and within fifteen (15) Business Days after the

renewal of each of the Required Insurances (should such insurances fall due for renewal during the Tasking period), provide evidence, in a form satisfactory to the Authority, that the Required Insurances are in full force and effect and meet in full the requirements of this clause and condition 13 of the contract. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Contactor of its liabilities and obligations under this Contract.

- 12.9. During any Call-off Contract period, the Contractor shall notify the Authority in writing at least ten (10) days prior to the cancellation, suspension, termination or non-renewal of any of the Required Insurances. This Clause shall not apply where the termination of any Required Insurances occurs purely as a result of a change of insurer in respect of any of the Required Insurances required to be taken out and maintained in accordance with this Clause.
- 12.10. The Contractor shall promptly notify to insurers any matter arising from, or in relation to, any Tasking for which it may be entitled to claim under any of the Required Insurances. In the event that the Authority receives a claim relating to this Contract or any Tasking, the Contractor shall co-operate with the Authority and assist it in dealing with such claims including providing information and documentation in a timely manner.
- 12.11. Except where the Authority is the claimant party, the Contractor shall give the Authority notice within twenty (20) days after any insurance claim in excess of fifty thousand pounds £50,000 relating to this Contract or any Tasking on any of the Required Insurances or which, but for the application of the applicable policy excess, would be made on any of the Required Insurances and (if required by the Authority) full details of the incident giving rise to the claim.
- 12.12. Where any Required Insurance requires payment of a premium, the Contractor shall be liable for such premium.
- 12.13. Where any insurance referred to in this Clause and condition 13 of the contract is subject to an excess or deductible below which the indemnity from insurers is excluded, the Contractor shall be liable for such excess or deductible. The Contactor shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Required Insurances whether under the terms of this Contract or otherwise.

### **13. REQUIRED INSURANCES**

**Policies of insurance to be taken out and maintained by the Contractor and / or for the Contractor to procure the taking out and maintenance of.**

#### **Third Party Public and Products Liability Insurance**

##### **13.1. Insured**

The Contractor

##### **13.2. Interest**

To indemnify the insured (as set out in paragraph 13.1 above) in respect of all sums which the insured (as set out in paragraph 13.1 above) shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

13.2.1. death or bodily injury to or sickness, illness or disease contracted by any person

13.2.2. loss of or damage to property

happening during the period of insurance (as set out in paragraph 13.4 below) and arising out of or in connection and provision of the Requirement.

##### **13.3 Limit of indemnity**



Not less than fifty million pounds (£50,000,000) or currency equivalent in respect of any one occurrence, the number of occurrences being unlimited, but any one occurrence and in the aggregate per annum in respect of products and pollution liability. Where the limit of indemnity is provided in the annual aggregate, clause 5 of condition 12 of the contract will apply.

#### **13.4. Period of insurance**

From the start date of any Tasking and for the duration of the Tasking and renewable on an annual basis if the Tasking exceeds (12) twelve months in duration) unless agreed otherwise

#### **13.5 Cover features and extensions**

13.5.1 Indemnity to principals clause (or equivalent)

13.5.2 Legal defence costs

13.5.3 Where applicable, cover to include airside liability insurance in respect of relevant risks associated with any Tasking (cover may be provided under a separate policy).

13.5.4. Where applicable, cover to include marine liability insurance in respect of relevant risks associated with any Tasking (cover maybe provided under a separate policy).

13.5.5. Such other extensions and conditions as would be insured against from time to time in the relevant insurance market in accordance with good industry practice.

#### **13.6. Principal exclusions**

13.6.1. War and related perils

13.6.2. Nuclear and radioactive risks

13.6.3. Liability for death, illness, disease or bodily injury sustained by employees of the insured (as set out in paragraph 13.1 above) arising out of the course of their employment

13.6.4. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured (as set out in paragraph 13.1 above).

13.6.5. Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

13.6.6. Liability arising from the ownership, possession or use of any aircraft or marine vessel

13.6.7. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

#### **13.7 Maximum deductible**

13.7 Not to exceed fifty million pounds (£50,000,000) in respect of each claim.

#### **13.8 Compulsory / statutory insurances**

The Contractor is required to meet its United Kingdom and all other statutory insurance obligations in full. Insurances are required to comply with all statutory requirements including, but not limited to, United Kingdom employers' liability insurance and motor third party liability insurance, including airside motor third party liability where appropriate and to the extent that there is a relevant risk to be insured by the Contractor.

### 13.9 Protection and Indemnity Insurance

Protection and Indemnity Insurance via a mutual entry in an International Group P&I Club with cover to include sudden, accidental, unexpected and unintended pollution.

## **14. KEY PERFORMANCE INDICATORS**

- 14.1. The Authority shall review the Contractor's monthly performance against the contract Key Performance Indicators (KPIs) as stated below. The Contractor shall be professionally and contractually responsible for delivering all of the KPIs and shall provide a report of performance against each of the KPIs for review at the Quarterly Contract Review Meetings. Where KPIs are not fully met, the Contractor shall include information in the report detailing the cause(s) of failure.
- 14.2. Failures against KPIs will be subject to the payment of Service Credits for each failure by the Contractor to the Authority in accordance with clause 5 below. Should there be failures on the same KPI in consecutive quarters; the Authority may request a Recovery Plan. Where a Recovery Plan is requested, the Contractor shall provide for consideration by the Authority within 10 Business Days of the Authority's request. Subsequent failure to adhere to any agreed recovery plan may be deemed to be a breach of contract under DEFCON 514.
- 14.3. Key Performance Indicators will take effect upon commencement of the Contract and remain extant throughout the duration of the Contract. For the first 2 months of the Contract the KPIs will be monitored but Service Credits will not be charged for any failure in performance. Enforcement of the payment of Service Credits against KPIs will commence from the assessment of performance in the 3rd month of the Contract onwards, effected by means of an invoice issued by the Authority for the Service Credit sums due.
- 14.4. In the event that the Authority and the Contractor do not agree the sentencing of performance against KPIs in the contract review meeting, the Contractor shall have the right to appeal against any Service Credit applied by submitting relevant evidence to the Authority for consideration within a further 7 Business Days. The Authority agrees to consider such evidence submitted within this time period within a further seven business days in order to reach a decision and proceed to issue an invoice for the Service Credit sums due.
- 14.5. The KPIs to be measured, including the application of Service Credits shall be as detailed below:

### **KPI 1 – Standard Collection**

- 14.5.1. On receipt of Routine Task documentation, the Contractor shall agree a time and date for collection of declared products with the relevant point of contact. Unless otherwise agreed, such Collection and Removal of Waste from MoD and Non-MoD locations in the UK shall be completed within ten Business Days of receiving the authorised Task.
- 14.5.2. An incident shall be considered as a failure if the Contractor fails to respond to the Authority's Collection requirements within ten business days or other agreed timescale.
- 14.5.3. The Service Level Target is **95%** of collections on time. This will be measured monthly.
- 14.5.4. Failure to achieve the required Service Level in any calendar month shall attract a Service Credit of **£300** for each failure against the target.

## **KPI 2 – Payment of Sales Receipts (if applicable)**

- 14.5.5. Payment to the Authority within 1 Business Day after the end of each calendar month the Authority's agreed percentage of sale receipts received in that calendar month.
- 14.5.6. An incident shall be considered as a failure if the Contractor fails to submit the relevant payment of the percentage return of Sales Receipts within the agreed timescale or submits a lower inaccurate payment than that due.
- 14.5.7. Any such failure shall attract a Service Credit of **£25** for each failure.
- 14.5.8. The Service Level Target is **95%** of Sales Receipts paid on time. This will be measured monthly.

## **KPI 3 – Management Information Reports**

- 14.5.9. Provide accurate and complete Management Information reports in the format at Annex F and Annex G to Schedule 2 under Item 2b of the Schedule of Requirements, to be received by the 1st Business Day of each calendar month or as specified against the individual report
- 14.5.10 An incident shall be considered as a failure if the Contractor fails to submit any of the Management Information reports under Item 2b of the Schedule of Requirements within the stated timescales. Any report submitted which contains inaccuracy will be deemed not to have been submitted.
- 14.5.11 Any such failure shall attract a Service Credit of £100 for each suite of reports not submitted on time.
- 14.5.12 The Service Level Target is 100% of Management Information Reports received on time. This will be measured monthly

## **KPI 4 – GRIEF / Discrepancy Forms**

- 14.6. Submit to the Authority all Goods Received in Error Forms (GRIEF) and Discrepancy Forms within 10 Business Days of erroneous receipt or discrepancies in receipt of the subject Waste.
- 14.7. An incident shall be considered as a failure if the Contractor fails to submit a GRIEF or Discrepancy Form within the stated timescales.
- 14.8. Any such failure shall potentially invalidate the Contractor from submitting a claim as detailed in Condition 10 of the contract.
- 14.9. The Service Level Target is 95% of GRIEF/ Discrepancy Reports received on time. This will be measured monthly

## **15. KPI PAYMENTS**

- 15.1. The Authority will raise a request for Defence Business Services to raise an invoice whenever a KPI payment becomes due in accordance with condition 14 of the Contract. The Contractor shall make the payment required by BACS payment in accordance with Annex B to Schedule 2 to the Contract within 20 Business Days of the invoice being raised.

## **16. PAYMENTS MADE BY THE CONTRACTOR**

- 16.1. Where there is a Sales Return due, (whether this is for the Authority or for and Other Government Department), the Contractor shall pay the Authority the agreed Sales Return as shown at Annex A to Schedule 1 (the Pricing Matrix), plus VAT at the appropriate rate. The Contractor shall use the form at Annex C to Schedule 2 to advise the Authority of payments due.
- 16.2. Such payments shall become due to the Authority within 1 Business Day after the end of each fiscal quarter and shall be based upon receipts becoming due to the Contractor from his Customers in the previous fiscal quarter.
- 16.3. The payment made to the Authority shall be based on the quarterly Sales Report provided to the Authority within 1 Business Days of the end of the quarter. The first quarterly report will be due 3 months' after the Operational Date of the Contract. The Authority will check and raise any issues within 10 Business Days.
- 16.4. On receipt of each payment, a formal invoice shall be issued by DBS Finance Branch (see Box 11 of DEFFORM 111). Payments are to be made by BACS to the Authority's nominated Bank Account. Any adjustments due further to the sub-clause above will be reconciled in future monthly invoices.
- 16.5. In the event that the end purchaser fails to make payment to the Contractor the Authority will not be liable for any bad debts, it will be the Contractor's responsibility to ensure that the Authority receives its full percentage share of any revenue due. Any late payments not received will be discussed at the Contract Review Meetings.

## **17. PLANS AND REPORTS**

- 17.1. The Contractor shall submit the Plans and Reports listed in Item 2b of the Schedule of Requirements at Schedule 1 to the Contract in the timescales specified against each report.
- 17.2. If the plans or reports presented by the Contractor are not in the format described in Annex F to Schedule 2 to the Contract, the Authority may reject the report or plan. Where the plan or report is the subject of a Key Performance Indicator detailed in the condition 14 of the contract the Authority will levy the relevant service credit. In all cases the Contractor shall make good any defects in the plan or report within 5 business days of such rejection.
- 17.3. Failure to submit or to resubmit a plan or report that is not in the format detailed in Annexes F, G and H to Schedule 2 to the Contract or in the case of rejection of a report or plan within the timescale detailed against each report as shown in Schedule 1 may constitute a "material breach" as described in DEFCON 514 and the Authority reserves the right to terminate the contract in accordance with DEFCON 514.
- 17.4. For the purposes of Clause 1 of DEFCON 604, the frequency of progress reports shall be quarterly and shall be delivered no later than 5 Business Days prior to the next Progress Meeting. The progress reports shall be in the Contractor's standard reporting format. If circumstances dictate, meetings may also be held virtually using online applications, such as Microsoft Teams or Skype.
- 17.5. For the purposed of Clause 1 of DEFCON 642, the frequency of progress meetings shall be quarterly, held alternatively at the Authority's and the Contractor's premises unless otherwise agreed, normally within 15 days of the end of each quarterly KPI reporting period. Additionally, there shall be a Contract launch meeting within one month of the commencement of the Service Period and Contract exit meeting no later than the expiry of the Drawdown Period, unless otherwise agreed.
- 17.6. The reports for the Progress Meetings should also cover:

- 17.7. An update on activities in the preceding period.
- 17.8. An overview of the reports required in the Statement of Requirements (Schedule 1).
- 17.9. A review of Risks on the joint risk register and any agreed mitigation.
- 17.10. Financial issues, including payment status.
- 17.11. Commercial or contractual issues, including a KPI performance report.

## **18. PRICING OF GOODS RECEIVED IN ERROR**

- 18.1. When the Contractor experiences one or more of the events described in Condition 10 of the Contract and he has incurred and/or will incur additional costs, the Contractor shall provide a quotation on the form at Annex A to Schedule 2 (Discrepancy/Grief Report) of the Contract using the firm rates and prices specified in Annex A to Schedule 1 to the Contract (the Pricing Matrix) where they are applicable and supplemented by his proposal for other elements of the price quotation.
- 18.2. The Contractor shall provide a full breakdown of his quotation providing supporting evidence for any prices that are not covered by the rates and prices specified in Annex A to Schedule 1 (the Pricing Matrix).

## **19. PRICING OF ROUTINE TASKS**

- 19.1. The price payable by the Authority to the Contractor shall be calculated using the applicable firm prices for each element of the Task as specified in Annex A to Schedule 1 (the Pricing Matrix).
- 19.2. The firm prices shown in Annex A to Schedule 1 (the Pricing Matrix) shall include:
  - 19.2.1. Collection
  - 19.2.2. Disposals
  - 19.2.3. Duty of Care charges
  - 19.2.4. Landfill Tax (where applicable)
  - 19.2.5. Landfill Gate Charges (where applicable)
  - 19.2.6. Processing of paperwork
  - 19.2.7. Compliance with Legislation
  - 19.2.8. Cost of Containers
  - 19.2.9. One hour on site unloading time.
- 19.3. The cost of supplying containers is included in the disposal charges shown on the Pricing Matrix. Ownership of the containers rests with the Contractor. Units shall be responsible for maintaining the containers in useable condition. Any containers that are not returned to the Contractor or are damaged so that they need to be replaced or cannot be reused by the Contractor will be charge to the Unit concerned at the prevailing rates shown in the Pricing Matrix. It should be noted that 5-litre containers are considered to be a consumable item and Units will not be charged for these, although the Contractor has the right to challenge requests for these if they are not being used for their intended purpose.
- 19.4. On completion of the Contract, the Contractor shall be responsible for collecting all containers and for informing the Authority of the location of all existing containers. The Contractor will be tasked to collect any remaining Containers, and a collection charge will apply per unique Post Code area for collection in accordance with the Pricing Matrix if there are no collections for disposal at the same time. If collections are tasked from larger locations where collection will require more than 1 hour on site, then separate Tasks will be raised for each Unit collection.

19.5. If an annual Duty of Care agreement is required, this will be completed by the Customer, but shall not attract a separate charge.

## **20. STATEMENT OF GOOD STANDING**

20.1. The Contractor shall complete, sign and submit to the Authority's Designated Officer the Statement of Good Standing at Annex D to Schedule 2 to the Contract, as follows:

20.1.1. within 10 Business Days of each of the first three anniversaries of the date of Contract; or

20.1.2. not later than 12 (twelve) calendar months after a previous statement has been supplied until the expiry of the Contract.

20.2. Should the Contractor fail to supply the Statement of Good Standing in accordance with this condition of the Contract or within 10 Business Days of any other Authority request, such non-compliance shall be considered a material breach of its obligations under the Contract. In such circumstances, The Authority shall have the right to terminate the Contract in accordance with DEFCON 514.

## **21. SUSTAINABLE PROCUREMENT – BEST PRACTICE**

21.1. The Contractor is encouraged to bring to the attention of the Authority any measures which might promote sustainable procurement from a social, economic and environmental point of view.

## **22. THIRD PARTY IPR AUTHORISATION**

### **AUTHORISATION BY THE CROWN FOR USE OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS**

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

## **23. TITLE TO WASTE**

23.1. For items which are within the scope of the contract and are for disposal or destruction with no residual value, then Title will pass to the Contractor on collection.

23.2. For items which have a residual value and will be recycled or sold, then Title will pass to the Contractor just prior to sale.

23.3. For items which are outside the scope of the contract, then the Contractor must revert to the Authority (following the GRIEF process detailed in condition 10 of the Contract, and Title will remain with the Authority until a decision is made and the Contractor is advised if they can dispose of or sell the item or whether it has to be returned to the Authority.

## **24. TRANSFER OF UNDERTAKINGS PROTECTION OF EMPLOYMENT (TUPE)**

24.1. The Contractor agrees that the provisions of Schedule 4 to the Contract (Transfer Regulations) shall apply to any Relevant Transfer of staff under this Contract.

## **25. WARRANTY**

25.1. The Authority gives no warranty whatsoever whether express or implied as regards the description, state, quality or condition of the Waste, or its fitness or suitability for any particular disposal route. All implied statutory or common law terms, conditions and warranties as to the Waste are excluded to the fullest extent permitted by law.

25.2. It shall be for the Contractor to satisfy itself that the Waste is as described on the Task and to determine the appropriate disposal route, in accordance with current UK and EU legislation.

25.3. The Contractor shall warrant for itself and its subcontractors that it and they are fully competent to handle, store and sell the Waste and to keep, test and dispose of all waste produced by it or them in the performance of the contract. Furthermore, the Contractor shall indemnify, and keep the Authority indemnified, against any failure by it or its sub-contractors to carry out its and their obligations.

## **26. WASTED JOURNEY CHARGE**

26.1. Should a collection with the approval of the Authority be aborted whilst the vehicle is en-route or on site then a Wasted Journey charge will be incurred. Other reasons for a Wasted Journey charge include but not limited to:

26.1.1. During site opening times the appointed site contact is unavailable and after contacting the Authority no alternative contact is sought within 60 minutes then the collection will be aborted.

26.1.2. If the Waste is identified as contaminated on site or the Waste is different from that stated in the Task and the Authority agrees that the Waste should not be collected.

26.1.3. There is an obstruction which prevents either access to the site or to the Waste and after contacting the Authority it is agreed to leave the site.

26.1.4. The Contractor cannot contact anybody within the Authority regarding a delay in collection. After 60 minutes the collection is aborted. The Contractor shall inform the Authority of their actions in writing.

26.1.5. Incorrect collection details provided by the Authority e.g. where special fittings are required which prevents collection. The Authority shall be contacted and approve the collection being aborted.

26.2. All claims for a Wasted Journey shall be submitted to the Authority within 10 working days on the form contained at Annex A to Schedule 2 – Report of a Discrepancy or GRIEF (Goods Received in Error Form).

26.3. All Mileage to be charged from depot to depot along with a Labour charge as per Annex A to Schedule 1.

## **27. CONTRACT DRAWDOWN**

27.1. Upon expiry of the Service Period under Item 1 of the Schedule of Requirements, there shall be a 4 (four) months Drawdown Period, as detailed under Item 4 of the Schedule of Requirements (Schedule 3).

- 27.2. The Authority shall not make any further Taskings of Waste to The Contractor during this Drawdown Period, however in all other respects:
- 27.3. The Contractor shall continue to meet its Contractual duties and obligations to perform the Services in relation to the Waste remaining in its possession in accordance with the Statement of Requirement (StOR) at Schedule 3 to the Contract and supply the relevant documentation required under Item 2 of the Schedule of Requirements; and
- 27.4. The Authority shall retain all its rights and powers contained within the Contract.
- 27.5. For the avoidance of doubt, all Key Performance Indicators (KPIs) except the KPI 1 shall continue to apply to performance during the Drawdown Period.
- 27.6. The Drawdown Period may be shortened from the 4 (four) months period by agreement, provided all Waste under the Contract has been collected and Title has transferred.
- 27.7. The expiry of the Contract will not relieve the Contractor of any contractual obligations which have already been committed to contract. The Authority shall allow a maximum period of 4 months from the date of contract expiry (to be referred to as the Closure Period) to complete outstanding tasks within the Closure Period.
- 27.8. Tasking and Outstanding Tasks. The Authority will not place any further Tasks against this Contract post the contract expiry date. However, the Contractor will provide a list of outstanding Tasks that have already been placed against the Contract. Any new Tasks placed prior to the Drawdown period and subsequently invoiced during the Drawdown period, must be priced at the prevailing rates in Annex A to Schedule 1 (the Pricing Matrix) for the most recent Contract year.
- 27.9. Contract Closure Meeting. The Authority will arrange a post expiry meeting to confirm that all obligations in respect of the Contract have been met by both Parties and the Contract will be formally closed.



## Schedule 2 Annex A Discrepancy GRIEF Template

ANNEX A to  
SCHEDULE 2  
701161395

Defence Equipment Sales Authority		File Reference: 701161395
<b>REPORT OF A DISCREPANCY OR GRIEF (GOODS RECEIVED IN ERROR) (Part 1 for Contractor)</b>		
1.	To: DESA,	From: Tel: Email: Fax:
2	Related Task No:	[Enter Unique Tasking Number]
3	Enter a Unique Reference No. for this Report:	<b>701161395/XX</b>
4	Is this report for a Discrepancy or GRIEF or as a result of the Authority recalling Items? [Please tick the appropriate box, and then complete either Box 5 or 6] <input type="checkbox"/> Discrepancy Report <input type="checkbox"/> GRIEF Report	
5	Reason for Submission of <b>Discrepancy Report</b> (please tick the appropriate box): <input type="checkbox"/> Difference in Quantity <input type="checkbox"/> Difference in level of contamination <input type="checkbox"/> Item/Waste is not as described <input type="checkbox"/> Other	
6	Reason for Submission of <b>GRIEF Report</b> (please tick the appropriate box): <input type="checkbox"/> Item/ Waste is not on this contract. <input type="checkbox"/> Classified Items (e.g. weapon spares) <input type="checkbox"/> Difference in level of contamination <input type="checkbox"/> Item/Waste is not as described <input type="checkbox"/> Hazardous Items <input type="checkbox"/> Unauthorised direct delivery <input type="checkbox"/> Other	

7	Originator's UIN:	[Enter Originator's UIN]
	Originator's Title:	[Enter Originator's Title]
8	Unit Issue Voucher No:	[Enter Issue Voucher No.]
9	Mode of Transport Used:	
	[Complete with convoy details, e.g. specialised vehicles, consignment notes, police escort, transport requirements]	
	Weighbridge Ticket No: [Enter if applicable.]	Bill of Lading: [Enter if applicable.]
10	<b>Details of Error</b> [including location, volume, NSN numbers if available, dimensions and weight, making clear the difference between the Task and what has been received]	
	[Enter details]	
11	Details of Costs: <input type="checkbox"/> There is no cost <input type="checkbox"/> There is a cost	
12	If you have indicated at section 10 that there is cost implication, please give details and an explanation here:	
13	I hereby confirm that the item(s) have been segregated pending your instruction/action.	
	Date:	Signed:
		Name: [Block Capitals]

REPORT OF A DISCREPANCY OR GRIEF (GOODS RECEIVED IN ERROR) (Part 2 for DESA)		
14	Action taken by DESA:	
15	Note on comments from Unit/Consignor and/or action taken:	
16	Note on decision taken:	
17	Date:	Signed:
		Name: <i>[Block Capitals]</i>

REPORT OF A DISCREPANCY OR GRIEF (GOODS RECEIVED IN ERROR) (Part 3 for Contractor)		
18	Decision by DESA:	
19	Have costs been accepted? Yes <input type="checkbox"/> No <input type="checkbox"/>	
	If costs have not been accepted, comment on this:	
20	Action taken: (e.g. Collected, Returned to Unit, Contractor has accepted an amended Task or new Task)	
20	Contractor informed of action:	
	Date:	Signed:
		Name: <i>[Block Capitals]</i>

OFFICIAL-SENSITIVE COMMERCIAL (when completed)

Ministry of Defence  
 DBS Finance  
 Section  
 Zone, Floor  
 Walker House  
 Exchange Flags  
 Liverpool L2 3YL UNITED KINGDOM  
 Tel: +44(0)151 Tel (MOD): (9)4552  
 Fax: +44(0)151  
 E-mail:  
 Our Ref:  
 Your Ref:  
 Date

### Methods of Payment

#### Payment by Cheques/Postal Orders

Made payable to: "The Accounting Officer, Ministry of Defence" and crossed "Account Payee Only".  
 Forward to:..... Acc 2-1 Revenue Cashiers, 1st Floor,  
 Walker House, Exchange Flags, Liverpool L2 3YL.  
 Please quote your Customer Code/Invoice number.

#### BACS Payments/Standing Orders

Account No: <b>10012281</b>	Sort Code: <b>60-70-80</b>
IBAN: <b>GB12NWBK60708010012281</b>	SWIFT / BIC: <b>NWBKGB2L</b>

#### Debit/Credit Card Payments

Please ring our secure automated telephone service on **0151 242 2399** to make a card payment.  
 You will need your 7-digit Invoice Number and your card details.

#### Personal Payment at a Bank (*UK Private Individuals ONLY*)

Regular recipients of DBS Finance invoices may apply for a paying-in book, which will allow them to pay over the counter at any bank.

Requests for Paying in Books should be submitted in writing to Acc2-1 Revenue Cashiers or by email to [DFM-FMSSC-IR-AMI2-1RevCashShared@mod.uk](mailto:DFM-FMSSC-IR-AMI2-1RevCashShared@mod.uk)

**Any queries regarding methods of payment, please contact Acc 2-1 Revenue Cashiers on 0151 242 2336.**

**PAYMENT PROFORMA AND INSTRUCTIONS TO RAISE INVOICE**

TO: Receipts Cashier  
 Ministry of Defence  
 Acc 2-1 Revenue Cashiers  
 1<sup>st</sup> Floor, Walker House  
 Exchange Flags  
 Liverpool, L2 3YL

COPY TO:  
 DESA  
 Ministry of Defence  
 Building C16, C Site  
 Ploughley Rd  
 Arcott  
 Bicester OX25 2LD

Email: DBSFin-Remittances@mod.uk  
DFM-FMSSC-IR-AMI2-1RevCashShared@mod.uk

FROM: Name of Contractor

.....

Address: .....

.....

**CONTRACT FOR THE COLLECTION AND DISPOSAL OF PORTABLE & NON-PORTABLE BATTERIES****PART A**

1. Payment No 701161395
2. Sum due to MoD under Condition 16 of the Contract £..... excluding VAT. This represents all sums due to MoD under the Contract for this period.
3. VAT £..... VAT RATE 20%
- VAT £..... VAT RATE .....%
4. Total sum due to MOD: £.....
5. BACS payment for the sum of £ ..... was processed on Date .....
6. Task point date: .....

Signed .....

Position .....

Dated .....

**PART B**

FOR MoD USE ONLY

CONTRACT FOR THE COLLECTION & DISPOSAL OF PORTABLE & NON-PORTABLE BATTERIES

FROM: Acc 2-1 Revenue Cashiers

TO: Defence Equipment Sales Authority

Payment No: 701161395 for the sum of £..... was received on .....

Signed .....

Dated .....

DESA ORIGINATOR CODE **0798**

SUSPENSE ACCOUNT **ZZZG85V001**

## Schedule 2 Annex D Statement of Good Standing

Annex D to Schedule 2 to Contract: 701161395 – Statement Relating to Good Standing (PCR 2015)

### The Statement Relating To Good Standing

**Contract Title:** The Collection & Disposal of Portable & Non-Portable Batteries

**Contract Number:** 701161395

1. We confirm, to the best of our knowledge and belief, that [***insert potential supplier***] including its directors or any other person who has powers of representation, decision or control or is a member of the administrative, management or supervisory body of [***insert potential supplier***] has not been convicted of any of the following offences within the past 5 years:
  - a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
  - b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
  - c. common law offence of bribery;
  - d. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
  - e. any of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:
    - (1) the common law offence of cheating the Revenue;
    - (2) the common law offence of conspiracy to defraud;
    - (3) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
    - (4) fraudulent trading within the meaning of section 458 of the Companies Act 1985, Article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006;
    - (5) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
    - (6) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
    - (7) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
    - (8) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or
    - (9) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

f. any offence listed:

- (1) in section 41 of the Counter Terrorism Act 2008; or
- (2) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
- g. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;
- h. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;
- i. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
- j. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;
- k. an offence under section 59A of the Sexual Offences Act 2003;
- l. an offence under section 71 of the Coroners and Justice Act 2009;
- m. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- n. an offence under section 2 or 4 of the Modern Slavery Act 2015;
- o. any other offence within the meaning of Article 57(1) of Public Contracts Directive –
  - (1) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland: or
  - (2) created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;
- p. any breach of its obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any jurisdictions of the United Kingdom

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

- a. has fulfilled its obligations relating to the payment of taxes and social security contributions of the country in which it is established or with those of any jurisdictions of the United Kingdom;
- b. is not bankrupt or is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an agreement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
- c. has not committed an act of grave professional misconduct, which renders its integrity questionable;
- d. has not entered into agreements with other suppliers aimed 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.

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

**Tenderer's Commercially Sensitive Information Form**

ITT Ref No:701161395
Description of Tenderer's Commercially Sensitive Information: <b>Pricing Matrix</b>
Cross Reference(s) to location of sensitive information in Tender: <b>Price offered for Battery Collections (Annex A to Schedule 1)</b>
Explanation of Sensitivity: <b>Our prices and costs are commercially sensitive.</b>
Details of potential harm resulting from disclosure: <b>Undesired commercial intelligence for competitors.</b>
Period of Confidence (if applicable): <b>Duration of Contract.</b>
Contact Details for Transparency / Freedom of Information matters:  Name: Tom Seward  Position: Commercial Director  Address: H J Enthoven T/A Ecobat Logistics, Crescent Works, Willenhall Road, Darlaston, WS10 8JR  Telephone Number: 0121 568 3200  Email Address: tom.seward@ecobat.com

## Schedule 3 - Statement of Requirement

### Schedule 3 – the Statement of Requirements for 701161395

#### The Collection & Disposal of Portable & Non-Portable Batteries in Great Britain

## 1 APPLICATION

- 1.1 The aim of this Statement of Requirements (StOR) is to define the scope of work and associated reference documents required in order for the Contractor to deliver a service to manage the collection and disposal of batteries within the United Kingdom (Excluding NI)
- 1.2 This document sets out the processes and procedures, responsibilities and activities that shall be undertaken by both the Contractor and the Authority.

## 2 BACKGROUND

- 2.1 This document summarises the Authority's requirement for a service to be provided by the Contractor to manage the collection and disposal of batteries within the United Kingdom (Excluding NI)
- 2.2 Waste batteries that make up this requirement are considered by the Authority to be surplus to requirements of the Authority.
- 2.3 All MOD establishments are mandated to use the services covered by this document.

## 3 SCOPE OF REQUIREMENT –COLLECTION DISPOSAL OF BATTERIES WITHIN THE UNITED KINGDOM (EXCLUDING NI)

- 3.1 The Scope of the requirement is the collection and disposal of batteries within the United Kingdom, excluding Northern Ireland. The types of batteries which will be disposed of are those shown on the Pricing Matrix at Annex A to Schedule 1, and include the following, although this list is not exhaustive:
  - Alkaline
  - Cadmium
  - Dry Cell
  - Lead Acid
  - Lithium
  - Mercury
  - Nickel Cadmium

## 4 REQUIREMENTS

- 4.1 This Statement of Requirements (StOR) covers the following:

### **Section 1: Tasking notices, Collection and Validation:**

- 1.1 Requirements common to the collection and disposal of all batteries.

### **Section 2: Management of Stock including Storage and Record keeping:**

- 2.1 Requirements common to the collection and disposal of all batteries.

2.2 Accounting for the collection and disposal of all batteries.

### **Section 3: Sales and Reporting of Lead Acid Batteries:**

3.1 Requirements common to the collection and disposal of Lead Acid Batteries.

### **Section 4: Service Reporting and Contract Review Meetings:**

4.1 Requirements common to the collection and disposal of all batteries.

### **Section 1: Tasking notices, collection and validation**

#### **1.1 Requirements common to the Collection and Disposal of Batteries**

- a) Batteries shall be declared by the Authority through the issue of an electronically signed Routine Task Form by the Authority's Designated Officer, supported by other documentation as required.
- b) An electronically signed Routine Task Form issued by the Authority's Designated Officer (DESA) is the Contractor's only Authority to proceed. The Contractor shall forward any tasks or declarations received indirectly from any other MOD organisation or officially recognised customer to the Authority's Designated Officer for formal Tasking. In the event that there is any doubt as to the status of an officially recognised customer, the Contractor shall obtain verification from the Authority's Designated Officer.
- c) The Authority may cancel or vary any Routine Task prior to collection of batteries. In such circumstances, the Authority will either issue a cancellation notice of the Routine Task Form or reissue the Routine Task Form, amended as appropriate.
- d) The Contractor shall acknowledge receipt of all Routine Tasks within 24 hours, or on the next Business Day.
- e) Within 5 Business Days of receiving a Routine Task Form, the Contractor shall contact the declaring unit/establishment or depot identified on the Routine Task Form to arrange collection within 10 Business days or at a suitable date/time agreed by both parties.
- f) The Contractor shall be responsible for the safe loading and transport of all batteries to its premises using a suitable means of transport and other resources, containers and labour. The Contractor shall not assume any assistance from the Authority in the loading or handling of assets, unless otherwise agreed with the declaring unit/establishment or depot. In the event that the Contractor utilises the Authority's pallets or containers, the Contractor shall ensure that they are returned within Forty (40) Business Days (Monday – Friday).
- g) The Contractor shall complete the collection of all batteries within 10 Business Days of receipt of the Routine Task Form.
- h) The Contractor shall meet the KPIs detailed at Schedule 2
- i) The Contractor shall be responsible for the completion of all Tasks issued by the Authorised Demander(s)/ Commodity Manager(s) from the date of entry into the Service Contract until expiry of the Service Contract After expiry of the Service Contract no new Tasks will be placed under this Service Contract.
- j) The Contractor shall notify the Authority's Designated Officer immediately in writing to request an extension on the collection timescale for exceptional circumstances.

- k) The declaring unit/establishment or depot will allow the Contractor reasonable access to sites for the purposes of collecting batteries. Most Authority sites accept collections between 09.00 to 16.00 hours Monday to Thursday, and 09.00 to 12.00 hours Friday. The Contractor shall be responsible for determining the operating hours of each specific site when arranging collection.
- l) The Contractor is responsible for maintaining all documentation relating to the quantity and detail of the items as well as an auditable record of instructions from the relevant unit.

#### Discrepancy Items (DIs)

- m) In the event the Contractor does not receive the batteries identified in the Routine Task Form or associated documentation, the Contractor shall notify the Authority of the Routine Task number under which the batteries were received, full details of the discrepancy and any relevant documentation, including the Unit's issue voucher (IV) number, weighbridge ticket number (if applicable), bill of loading (if applicable). The Authority's Designated Officer will either issue a new Routine Task Form amending the quantity issued or other instructions as appropriate.
- n) The Contractor shall include a report of all discrepancies raised in the previous quarter in the Progress Report to be submitted under Item 2b of the Schedule of Requirements, to be discussed at each designated progress meeting.

#### Goods Received in Error (GRIE)

- o) In the event that the Contractor receives goods in error, the Contractor shall physically segregate the GRIE in a separate store and shall seek advice in the first instance from the Authority of what action should be taken. The GRIE shall not be sold, refurbished or disposed of until the Authority gives further instructions in accordance with (para t) below.
- p) The Contractor shall issue a Goods Received In Error Form which shall include the following information:
  - i. Routine Task number against which the GRIE were collected
  - ii. Details of the GRIE, including the reason the items received are GRIE
  - iii. Originator's UIN
  - iv. Originator's title
  - v. Mode of transport used if collected
  - vi. Confirmation GRIE, item(s) have been segregated from the batteries
  - vii. Photographic evidence (dated) sufficient to show the GRIE's condition at the time the Routine Task Form is raised and a statement by the Contractor as to the GRIE's condition at the time of the Routine Task Form
  - viii. Contractor signature and date of signature.
- q) The Authority's Designated Officer will either:
  - i. Countersign the Part 2 GRIE Form to authorise the Contractor to submit a Part 3 GRIE Form Quotation (Nil Cost where appropriate) including the proposed method of disposing of the GRIE or returning to the Authority;  
or
  - ii. Issue an amended Routine Task Form to include the Goods Received in Error as a batteries Tasking;  
or
  - iii. Other instructions as appropriate.
- r) Where the Authority's Designated Officer issues an amended Routine Task Form, the Contractor shall take the GRIE out of quarantine and place them on charge using a Contractor

- s) Where the Authority's Designated Officer issues an amended Routine Task Form, the Contractor shall take the GRIE out of quarantine and place them on charge using a Contractor
- s) Hazardous Waste: Although the Authority shall endeavour to ensure no hazardous material is present, they shall not knowingly offer any such material other than batteries to the Contractor, no guarantee that Assets are however free of such material can be given. The Contractor shall contact the Authority immediately if hazardous items are received.
- t) In the event that hazardous items are received, the Authority and the Contractor shall agree an appropriate method of disposal, at the Authority's expense, subject to the Authority's prior approval of such costs. The Contractor shall use his best endeavours to minimise the Authority's costs; the Authority may require the Contractor to return these items to declaring establishments.

### **Wasted Journey Charges**

- u) Should a collection with the approval of the Authority be aborted whilst the vehicle is en route or on site then a Wasted Journey charge will be incurred. Other reasons for a Wasted Journey charge include but not limited to:
  - i. During site opening times the appointed site contact is unavailable and after contacting the Authority no alternative contact is sought within 60 minutes then the collection will be aborted.
  - ii. If the batteries are different from that stated in the Task and the Authority agrees not to collect the batteries.
  - iii. There is an obstruction which prevents either access to the site after contacting the Authority it is agreed to leave the site.
  - iv. The Contractor cannot contact anybody within the Authority regarding a delay in collection. After 60 minutes the collection is aborted. The Contractor shall inform the Authority of their actions in writing.
  - v. Incorrect collection details provided by the Authority, the Authority shall be contacted and approve the collection being aborted.
  - vi. Site do not provide an escort as required. The Contractor shall contact the Authority for an agreed way forward but if no solution can be found then this would constitute a Wasted Journey.
- v) All claims for a Wasted Journey shall be submitted to the Authority within 10 working days on the form contained at Annex C to Schedule 2 – Report of a Discrepancy or GRIE (Goods Received in Error).
- w) All Mileage to be charged from depot to depot along with a Labour charge as per Annex A to Schedule 1.

### **Demurrage**

- x) Where:
  - i. Maximum standard waiting time of 60 minutes is exceeded and the decision of the Authority is for the driver to remain on site.
  - ii. If after being escorted on site there is an obstruction or an event happening that prevents the

removal of the batteries then the Authority shall be informed at the earliest opportunity. If agreed by the Authority, then Demurrage can be claimed if the waiting time is over 60 minutes.

- y) Demurrage is chargeable and may be applied per hour, per driver and shall be submitted to the Authority within 10 working days on the form contained at Annex C to Schedule 2 – Report of a Discrepancy or GRIE (Goods Received in Error).

## **Section 2: Management of stock including storage and record keeping**

### **2.1 Requirements common to the Collection and Disposal of Batteries**

- a) The Contractor shall ensure that all batteries are stored and handled in accordance with all applicable government and environmental legislation and certifications, including but not limited to the requirements of the standards included in the Terms and Conditions of the Contract. The Contractor shall take all necessary steps in the course of storage and handling:
  - i. to prevent death or personal injury;
  - ii. to prevent loss of, or damage to the batteries or any other property of the Authority;
  - iii. to ensure the Authority's property is afforded appropriate security protection;
  - iv. to prevent claims from third parties;
  - v. to protect the Authority from reputational damage;
  - vi. to protect the environment.
  - vii. to take any measures necessary to not adversely affect the value of the any materials with a sales value
  - viii. where appropriate to maintain provenance
- b) The Contractor shall segregate those batteries that are subject to Discrepancy Reporting, Goods Received in Error procedures and assets subject to special controls.
- c) The Authority shall be entitled to inspect any batteries collected in the Contractor's or Sub Contractor's possession, processes or any storage facilities being utilised, at any time to ensure compliance with the conditions of the contract.
- d) The Contractor shall report to the Authority the receipt of any batteries not covered by the Contract by completing and submitting the GRIE Form at Annex A to Schedule 2 within 10 Business Days of collection.
- e) The Contractor shall maintain records of all batteries received from declaring units/establishments and provide access of these records to the Authority upon request wherever possible or within three (3) Business Days. As a minimum, those records shall show the following information, provided this information has been made available to the Contractor:
  - i. Qty
  - ii. Description
  - iii. Consignor
  - iv. Stock Location at Contractor's Premises
  - v. Transaction history – Task Reference Number, date collected, date receipted, and date
- f) The Contractor shall include their assessed market value of any materials with a sales value on the stock record
- g) The Contractor shall maintain and make available to the Authority upon reasonable request:
  - i. A full Transaction History File with details of all issues of all batteries collected showing the Customer's identity, date of purchase and payment, prices agreed, and payments received.
  - ii. A record of all items recovered from breaking down equipment or assemblies and their

destination.

- h) The Contractor must be liable for the full replacement cost of any materials with a sales value.
- g) The Contractor will be expected to maintain inventory administration compliant to the standards required for continued provenance of appropriate batteries. This may include the use of specific asset and stock management software for record maintenance.

## **2.2 Accounting for Government for the Collection and Disposal of Batteries**

- a) The accounting system used by the Contractor shall be subject to the approval of the Authority's Defence Internal Audit Asset Accounting Centre (DIA-AAC) and the Authority should be provided with Read-Only access.
- b) The Contractor shall comply with any formal Asset Accounting Instructions issued by DIA-AAC, including the use of any required Authority forms. If in any doubt, the Contractor shall seek guidance and advice from DIA-AAC.
- c) The Contractor shall undertake an annual stock take of all batteries collected in their custody, except where prior dispensation has been authorised by MOD Defence Equipment Sales Authority or DIA-AAC. A certificate of completion together with details of any identified discrepancies shall be submitted to MOD DIA-AAC on an agreed stocktaking date. MOD DIA-AAC shall provide instructions as to the use of any MOD forms likely to be needed.
- d) To assist in the stocktaking and audit activity, the Contractor shall:
  - i. Nominate a Stock Controller responsible to DIA-AAC for the maintenance of the Public Store Account.
  - ii. Ensure the proper segregation of duties within the Contractor's organisation so as to achieve a form of internal check over the control of batteries.
  - iii. Maintain complete, permanent and up-to-date records showing receipts, issues, current balances and the final authorised disposal of stocks for all Contract transactions.
  - iv. Ensure proper authorisation for each transaction and, where applicable, usage against entitlement.
  - v. Serially numbered vouchers by types with receipt of vouchers, checked at salient points in the system.
  - vi. Ensure the immediate check and receipting of vouchers against stores received.
  - vii. Ensure reporting of all losses of, and damage to the batteries as soon as the Contractor becomes aware of any loss or damage.
  - viii. Ensure suitable and secure stores area for all batteries collected and no unauthorised access.

## **Section 3: Any materials with a sales value**

### **3.1 Requirements common to the Collection and Disposal of Lead Acid Batteries**

- i) The Contractor shall be able to demonstrate upon request that the method and value of sale is appropriate to the condition of the materials. This includes establishing suitable customers and pricing for all materials which have a sales value.
- ii) The Contractor must demonstrate that they have appropriately explored all options to resell materials with a sales value
- iii) The Contractor shall have the capability to receive process and acknowledge Tasks sent by Authorised Demander(s)/ Commodity Manager(s), via the Authority's Contracting, Purchasing and Finance system. Information is available at Contracting, Purchasing and Finance (CP&F)



## **Section 4: Service Reporting and Contract Review Meetings**

### **4.1 Requirements common to the Collection and Disposal of Batteries**

- a) The Contractor shall conform to the Authority's Asset Based Accounting Requirements, set out in section 2.2.
- b) The Contractor shall provide the following information, as per the timelines detailed in the Schedule of Requirements, relating to the previous calendar month.
  - i. Stock Report
  - ii. Weekly Information Report
  - iii. Monthly Collected Report
  - iv. Goods Received Report monthly summary
  - v. Sales Report
  - vi. Environmental Waste Report
  - vii. Key performance Indicator Report
  - viii. Containers Report
- c) The records shall be subject to the approval of, and subsequent audit by, UK MOD's Defence DIA AAC. The records may also be provided to the National Audit Office on request.
- d) The following information is the minimum requirement of information to be stored for audit purposes by the Contractor for the duration of the Contract and Drawdown period, for each Task:
  - i. Task Number
  - ii. Date of Tasking
  - iii. Description of the Assets
  - iv. Unique Identifying Reference (if applicable)
  - v. Quantity
  - vi. Consignor/ Collection address
  - vii. Sale or Recycled amount, date and Customer details
  - viii. Proof of payment in relation to any HMRC liability
- e) All legal documentation including Waste Transfer Notes and Consignment Notes (where required). These should be issued with each task
  - i. Any documentation in law relating to the consignment's disposal
- f) The Contractor shall conform to the Authority's requirements for Goods Received reporting, set out below. The Contractor shall provide reports electronically to the Authority, within 20 Calendar days of receipt of issued property, detailing the Goods Received information, to be completed by the Contractor for each task and delivered to the Authority.
  - i. Edart (or superseding system) ID (if provided)
  - ii. Task Number
  - iii. Description of Store
  - iv. Quantity Sent
  - v. Quantity Received

- g) Contract Review Meetings (CRM) will be held quarterly and attended by the Contractor, the DESA Commodity Manager, and the Authority's Commercial Manager and any other staff deemed appropriate by the Authority. The aim of the meetings will be to promote the efficient and effective operation of the contract. The meetings will review and discuss the performance against the KPIs and the monthly reports, of the Contractor during the previous calendar month and also address any issues, and review the risks, or additional agenda items identified by the Contractor and/or the Authority. The Contractor will be required to provide 5 working days prior to the meeting update reports on; Their Sales Strategy and Discrepancies. It is expected that the review meetings will be alternatively held between the Authority at Bicester and at the Contractor premise.

## TRANSFER REGULATIONS

### EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. Definitions

1.1 In this Schedule 4, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract unless the context otherwise requires:

**"Data Protection Legislation"** means: (i) Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **"General Data Protection Regulation"**); (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;

**"Employee Liability Information"** has the same meaning as in Regulation 11(2) of the Transfer Regulations;

**"Employing Sub-Contractor"** means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

**"New Provider"** means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

**"Relevant Transfer"** means a transfer of the employment of Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

**"Transfer Date"** means the date on which the transfer of a Transferring Employee takes place under the Transfer Regulations;

**"Transferring Employee"** means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

**"Transfer Regulations"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

## 2. EMPLOYMENT

### 2.1 Information on Re-tender, Partial Termination, Termination or Expiry

- 2.1.1 No earlier than two years preceding the termination, partial termination or Expiry of this Contract or a potential Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):
- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
  - (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 4 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Relevant Transfer;
  - (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
  - (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
  - (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Transfer Date as soon as reasonably practicable.
- 2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:
- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 4 (Personnel Information) relating to the Transferring Employees is provided to the Authority and/or any New Provider;
  - (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Transfer Date as soon as reasonably practicable;
  - (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 2.1.3 No later than 28 days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule 4 (Personnel Information) relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.
- 2.1.4 Within 14 days following the relevant Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 4 in respect of Transferring Employees.

- 2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Appendix are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.4, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Transfer Date.
- 2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:
- (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
  - (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
  - (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
  - (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance, save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 4.
- 2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 4 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

## 2.2 Obligations in Respect of Transferring Employees

2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

- (a) before and in relation to the Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Transferring Employees to the Authority and/or a New Provider; and
- (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

## 2.3 Unexpected Transferring Employees

2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Transferring Employee's claim or allegation, whereupon:

- (a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Transferring Employee's employment in accordance with his contract of employment; and
- (c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Transferring Employee's claim or allegation:
  - (i) any additional costs of employing the Unexpected Transferring Employee up to the date of dismissal where the Unexpected Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
  - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee;
  - (iii) any liabilities relating to the termination of the Unexpected Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:

- (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
- (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
- (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
- (iv) any liabilities incurred under a settlement of the Unexpected Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
- (v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Transferring Employee's claim or allegation, subject to a cap per Unexpected Transferring Employee of £5,000; and
- (vi) legal and other professional costs reasonably incurred;

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

#### 2.4 **Indemnities on transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract**

2.4.1 If on the expiry, termination or partial termination of the Contract there is a Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

- (a) any claim or claims by a Transferring Employee at any time on or after the Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Transfer Date;
- (b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

2.4.3 In the event of a Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority or a New Provider or any sub-contractor of a New Provider on or after the Transfer Date to the working conditions of any Transferring Employee to the material detriment of any such Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

**2.5 Contracts (Rights of Third Parties) Act 1999**

2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.

2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

**2.6 General**

2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 4 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.



**CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING  
WHERE THE TRANSFER REGULATIONS APPLIES**

1. Pursuant to paragraph 2.1.1(b) of this Schedule 4, the following information will be provided:
  - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
  - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
  - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer national insurance contributions and overtime);
  - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
  - a) Age (not date of Birth);
  - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
  - c) Length of current period of continuous employment (in years, months) and notice entitlement;
  - d) Weekly conditioned hours of attendance (gross);
  - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
  - f) Pension Scheme Membership;
  - g) Pension and redundancy liability information;
  - h) Annual Salary;
  - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
  - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
  - k) Regular/recurring allowances;
  - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);
3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

## PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

### Part A

1. Pursuant to paragraph 2.1.2 of this Schedule 4, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

- 1.1 **Personal, Employment and Career**

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

- 1.2 **Superannuation and Pay**

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;

- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k) Percentage of pay currently contributed under any added years arrangements.

### 1.3 **Medical**

- a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

### 1.4 **Disciplinary**

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

### 1.5 **Further information**

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and;
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

## **Part B**

### **1.6 Information to be provided 28 days prior to the Transfer Date:**

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

## **PART C**

### **1.7 Information to be provided within 14 days following a Transfer Date:**

#### **1.7.1 Performance Appraisal**

The current year's Performance Appraisal;

Current year's training plan (if it exists); and

Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

Superannuation and Pay

Cumulative pay for tax and pension purposes;

Cumulative tax paid;

National Insurance Number;

National Insurance contribution rate;

Other payments or deductions being made for statutory reasons;

Any other voluntary deductions from pay;

## DEFFORM 111

### Appendix - Addresses and Other Information

#### 1. Commercial Officer

Name: Sandra McLevy

Address: Building C16, C Site, Ploughley Road, Lower Arncott, OX25 2LD

Email: [sandra.mclevy823@mod.gov.uk](mailto:sandra.mclevy823@mod.gov.uk) Tel: 030 6798 3519

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

Name: Gina Bawn

Address As Section 1

Email: [gina.bawn100@mod.gov.uk](mailto:gina.bawn100@mod.gov.uk) Tel: 0300 152 4852

#### 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 Used

(b) U.I.N. Not Used

#### 5. Drawings/Specifications are available from Not Applicable

#### 6. Intentionally Blank

#### 7. Quality Assurance Representative: Liam Foley

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

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

#### 8. Public Accounting Authority

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

☐ ☐ 44 (0) 161 233 5397

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

☐ ☐ 44 (0) 161 233 5394

#### 9. Consignment Instructions The items are to be consigned as follows: 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](http://www.freightcollection.com)

### **11. The Invoice Paying Authority**

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

☐☐ 0151-242-2000 Fax: 0151-242-2809

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

### **12. Forms and Documentation are available through \*:**

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

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

#### **\* NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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