



All Bidders

Your Reference:

Our Reference: 704502450

Date: 22/9/2022

FAO

Dear Sir/Madam,

Invitation To: Tender Reference Number: 704502450 Provision of Mediation Services to
Armed Forces Personnel and Civil Servants

1. You are invited to tender for Provision of Mediation Services to Army Personnel and Civil Servants with the attached documentation.
2. The requirement is for mediation services for the armed forces and civil servants within the MOD.
3. The anticipated date for the Contract award decision is 4/11/2022 please note that this is an indicative date and may change.
4. You must submit your Tender to the Defence Sourcing Portal by 6/10/2022

Yours faithfully

Invitation to Tender
For
Mediation Services for Armed Forces Personnel &
Civil Servants

Contents

This Invitation to Tender sets out the requirements that Tenderers must meet to submit a valid Tender. It also contains the draft Contract, further related documents and forms and sets out the Authority's position with respect to the competition.

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Tender. The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:

- o Section A – Introduction Page
 - o Section B – Key Tendering Activities Page
 - o Section C – Instructions on Preparing Tenders Page
 - o Section D – Tender Evaluation Page
 - o Section E – Instructions on Submitting Tenders Page
 - o Section F – Conditions of Tendering Page
- o DEFFORM 47 Annex A – Tender Submission Document (Offer) Page
- Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
- Contract Documents (As per the contents table in the Terms and Conditions)
- o Terms & Conditions which includes the Schedule of Requirements and any additional Schedules, Annexes and/or Appendices
- DEFFORM 111 – Appendix to Contract - Addresses and Other Information
- DEFFORM 539A – Tenderer's Sensitive Information (or SC1B Schedule 4 or SC2 Schedule

Section A – Introduction

DEFFORM 47 Definitions

In this ITT the following words and expressions shall have the meanings given to them below:

A1. The **Authority** means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.

A2. **Compliance Regime** is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.

A3. **Conditions of Tendering** means the conditions set out in this DEFFORM 47 that govern the competition.

A4. A **Consortium Arrangement** means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.

A5. **Contract** means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.

A6. **Contract Terms & Conditions** means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.

A7. **Contractor Deliverables** means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.

A8. **Cyber Security Model** means the model defined in DEFCON 658.

A9. **Defence Sourcing Portal** means the electronic platform in which Tenders are submitted to the Authority.

A10. **Government Furnished Information** means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.

A11. **ITT Documentation** means this ITT and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this ITT.

A12. **ITT Material** means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.

A13. **Schedule of Requirements** (Section 1 in Terms and Conditions, Schedule 2 in Standardised Contracting Template 1B (SC1B) or Schedule 2 in Standardised Contracting Template 2 (SC2)) means that part of the Contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A14. The **Statement of Requirement** means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A15. A **Sub-Contractor** means any party engaged or intended to be engaged by the

Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

A16. A **Sub-Contracting Arrangement** means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

A17. A **Tender** is the offer that you are making to the Authority.

A18. **Tenderer** means the economic operator submitting a response to this Invitation to Tender. Where you is used this means an action on you the Tenderer.

A19. A **Third Party** is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

Purpose

A20. The purpose of this ITT is to invite you to submit a Tender, in accordance with the instructions set out in this ITT, to propose a solution and best price to meet the Authority's requirement. This documentation explains and sets out the:

- a. timetable for the next stages of the procurement;
- b. instructions, conditions and processes that govern this competition;
- c. information you must include in your Tender and the required format;
- d. arrangements for the receipt and evaluation of Tenders;
- e. criteria and methodology for the evaluation of Tenders; and
- f. Contract Terms & Conditions;

A21. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance and/or precedence.

A22. This requirement was advertised by the Authority in DSP dated 11/7/2022 under the following reference 704502450.

A23. This ITT is subject to the Public Contract Regulations 2015

A24. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage under the Restricted procedure.

A25. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the DSP.

A26. Funding has been approved for this requirement.

ITT Documentation and ITT Material

A27. ITT Documentation, ITT Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third-Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or ITT Material to anyone other than the bid team involved in preparing your Tender, and not use it except for the

purpose of responding to this ITT;

c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;

d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A27, which as a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;

e. accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and/or infringement of IPR, a remedy which may involve a claim for compensation;

f. inform the named Commercial Officer if you decide not to submit a Tender;

g. immediately confirm destruction of (or in the case of software, that it is beyond use) all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and

h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A28. Some or all the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement are in addition to, and do not derogate from, your obligations under paragraph A27 above

Tender Expenses

A29. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

Consortia and Sub-Contracting Arrangements

A30. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

Material Change of Control

A31. You must inform the Authority in writing as soon as you become aware of:

a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;

b. any material adverse change in your circumstances which may affect the truth,

completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or

c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and

d. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting

Arrangement, including:

- i. the form of legal arrangement by which the Consortium Arrangement or SubContracting Arrangement will be structured;
- ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;
- iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and
- iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

A32. If a change described in paragraph A31 occurs, the Authority may reassess you against the PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to proceed with the procurement.

A33. In relation to a change described in paragraph A31, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement

A34. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of its responses to the PQQ if:

- a. it fails to re-submit to the Authority the updated relevant section of its PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than 10 business days following request from the Authority; or
- b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

Contract Terms & Conditions

A35. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Knowledge in Defence (KiD) website.

A36. Standardised Contract 1B (SC1B) conditions are attached.

Other Information

A37. The Armed Forces Covenant:

- a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.
- b. The Covenant is based on two principles:
 - i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
 - ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

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

- c. The Armed Forces Covenant provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.
- d. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website. Email address: employerrelations@rfca.mod.uk Address: Defence Relationship Management Ministry of Defence Holderness House 51-61 Clifton Street London EC2A 4EY
- e. Paragraph A37 a to d above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation, Contract award procedure or any resulting Contract. However, the Authority very much hopes you will want to provide your support

A.38 The principle aim of the Ministry of Defence's (MOD) policies on the resolution of disputes between personnel is the restoration of operational effectiveness through the satisfactory (to all the parties involved) resolution of grievances in the fastest way and at the lowest possible level.

The original Mediation contract was set up in 2007 and has been successfully used by all three Services to resolve bullying, harassment discrimination and victimisation (BHDV) cases. Since then, the scope of the provision has widened to include MOD Civil Service.

Mediation training has enabled the Department to build up a pool of trained "in-house" mediators who can be deployed as necessary. We intend to increase the number of fully trained mediators, as well as ensuring that those already trained are given the opportunity to regularly refresh their skills.

The new MOD mediation service will consist of the following elements on a call-off basis:

- Provision of workplace mediation and conflict resolution service;
- Training of new in-house mediators; and
- Continuing Professional Development (CPD) for existing in-house mediators.

The contract will be available to both the MOD and other Government Departments that have MOD personnel collocated with them.

Section B – Key Tendering Activities

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

Stage	Date & Time	Responsibility	Submit to:
Issue ITT	22/9/22	The Authority	Defence Sourcing Portal
Final date for Clarification Questions/Requests for additional information	28/9/22	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	30/9/22	The Authority	All Tenderers
Tender Return	6/10/22	Tenderers	Defence Sourcing Portal
Tender Evaluation	21/10/22	The Authority	N/A
Offer Contract	4/11/22	The Authority	Defence Sourcing Portal

Notes

Tenderers Conference

B1. A Tenderers Conference is not being held.

Clarification Questions

B2. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

Tender Return

B3. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

Negotiations

B4. Negotiations do not apply to this tender process.

Section C - Instructions on Preparing Tenders

Construction of Tenders

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Price. A price breakdown must be included in the Tender.

C2. To assist the Authority's evaluation, you must set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C3. Tender must be valid and open for acceptance for 90 days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further 30 calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to 14 calendar days after any legal proceedings have concluded.

Section D – Tender Evaluation

D1. Annex A to Section D details how your Tender will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria.

D2. Negotiations do not apply to this tender process.

Evaluation of Tenders

D3. On receipt of Tenders, the Authority shall evaluate each individual bid as follows:

- The commercial evaluation is undertaken first by representatives of DEF Comrcl – HO BP3-1. This is processed by checking all bids are submitted as per the instructions of the ITT. Only bids passing this stage proceed to the technical stage.
- The Technical Evaluation will be undertaken by representatives from Accommodation-Business and Support in isolation. Only bids that are commercially and technically compliant will qualify for the financial evaluation.
- The Financial Evaluation will also be undertaken by representatives of DEF Comrcl – HO BP3-1. The evaluation is taken by dividing the technical score by firm price in accordance with the weightings and formula below.

D4. The evaluation will weigh the non-cost criteria and cost criteria at 60/40 respectively. The formula is listed at the bottom of this page

D5. The cost will be calculated in the form of firm price calculated from the daily rate of mediation and the daily rate per course for 8 delegates for Mediator training to OCR Accredited standard. This is because we can only use one firm price for the calculation. This will be weighted 70/30 in favour of the prices for mediator training. **Only the prices for the initial 2 years will be considered in the firm evaluation calculation. The potential two year extension prices for training and mediation will be excluded from the financial evaluation. Bidders are still required to submit prices for the optional years.** In the event the Authority is considering taking up the option year, at that point the Option Year prices will be evaluated. The 70/30 calculation is calculated using a weighted price between the training rate and the mediation rate. The evaluation will add 70% of the training rate and 30% of the services rate and divide these by two to gain a figure from these prices. **This is for the evaluation calculation only.**

$$\frac{\text{Non – cost score} \frac{wQ}{wC}}{\text{cost}}$$

Where: wQ = weighting of non-cost criteria (in this case 60%)
wC = weighting applied to cost (in this case 40%)

Annex A - Mediation Services Evaluation Questions

	Technical Questions	% Weightings
1	State how you will deliver and manage the Services detailed in the Statement of Requirement.	20%
2	Outline the resources you will deploy to manage and deliver this requirement. Describe organisational and team structure including key roles and responsibilities which are best suited to deliver the each of the service requirements as described in Statement of Requirement (SOR). Explain what input can be expected and at what level of expertise for each of the service strands. Your answer should include the following aspects of: <ul style="list-style-type: none"> • Delivery; • data management; • providing advice and training; • management of processes; and • a sample of CVs. 	15%
3	Explain how you propose to deliver the service using KPIs and meet the required timeframes as set in the SOR, including end-August service commencement date.	13%
4	Describe how you will guarantee quality assurance.	5%
5	State how you will identify and mitigate risks. Provide a risk register describing key risks.	5%
6	Describe how you will deal with complaints from the authority in relation to the services delivered?	5%
7	Describe how you will meet the requirement for MI reporting. Provide details on how you will deliver regular and reliable MI on the service performance.	5%
8	Describe how you will deliver services remotely (and face to face if required) as described in the SOR.	5%
9	Describe how you will handle the storage and transmission of personnel data, including how you will mitigate data breaches.	5%
10	Provide a plan on how you will manage the mobilisation and exit stage of this service.	5%
Social Value Questions		
11	How will you promote the safeguarding and welfare of the various parties involved in the mediation service.	9%
12	How will you consider equality and diversity in the provisions and operations of the service required?	8%

The Tenderer must return:

1. Completed Annex A to this ITT (one copy).
 2. Completed Purchase Order, including the Schedule of Requirement (two copies).
- [Any other relevant documentation for requirement e.g. Technical Drawings, Safety Data Sheet, etc].

Please refer to Defform 47 – Appendix 1 for further information on answering the social value questions within this document

Criterion Scores:		
Each individual criterion will be evaluated against the following scoring mechanism.		
0	Not Answered	The Tender does not include examples and does not demonstrate how the solution will deliver the stated requirement.
1	Poor	The Tender provides a limited response. The proposed solution includes limited examples and is dependent on support from the Authority.
2	Not Acceptable	The solution is unlikely to meet the requirement. The examples and solution provided have some gaps and it is clear that the solution will need support from the Authority.
3	Acceptable	There is evidence of meeting the criteria. The proposed solution gives a good idea of how the Tenderer will meet the requirement. The examples demonstrate how the Tenderer would manage the requirement. The proposed solution gives confidence that it can be delivered with little support from the Authority.
4	Good	In addition to the evidence you have the confidence from the Tender that the requirement will be delivered on time, with no support required from the Authority. The examples and proposed solutions meet all of the technical, quality, safety and interoperability requirements in the Statement of Requirement (SOR).
5	Excellent	In addition to the solution and examples, the Tenderer has provided a proposal which exceeds expectations, shows insight into the project and includes examples of how they would manage the requirement. The Authority has confidence of success.

The Scoring Matrix and weightings are calculated together once bids are evaluated. The weighting is multiplied by the score to gain a score for each question. For example, a 20% weighted question gaining a score of three would result in a score of 60 (20 x3).

For each answer use no more than 500 words. No flyers or corporate material are acceptable. Each answer must be bespoke and devoid of references to each other.

A score of two or less for questions 1,2 and 3 will be considered non-compliant.

Section E – Instructions on Submitting Tenders

Submission of your Tender

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by 12/9/2022. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITT 704502450.

E2. Your priced Tender and priced ITT Documentation must only be submitted to the commercial envelope of the DSP ITT. You must ensure that there are no prices present in the technical or qualification (if applicable) envelopes of the DSP ITT. The Authority has the right to request, at its discretion, that any pricing information found in the technical or qualification (if applicable) envelopes is redacted in accordance with paragraph E3.

E3. The Authority may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the Authority or provide clarification after the Tender return date. For example, this may include, but is not limited to, redacting pricing information in the technical or qualification (if applicable) envelopes, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the DSP on how they can correct such irregularities which must be completed by the deadline set. The Authority will cross reference the amended Tender with the original Tender submitted to the DSP before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the Authority, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the Authority, this will result in a non-compliant bid.

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact if you have a requirement to submit documents above OFFICIAL SENSITIVE

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

E6. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to DSP with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications.

Lots

E7. This requirement has not been split into lots.

Variant Bids

E8. The Authority will not accept variant bids.

Samples

E9. Samples are not required.

Section F – Conditions of Tendering

F1. The issue of ITT Documentation or ITT Material is not a commitment REEEESW the Authority to place a Contract as a result of this competition or at a later stage. Neither does the issue of this ITT or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.

F2. The Authority reserves the right, but is not obliged to:

- a. vary the terms of this ITT in accordance with applicable law;
- b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
- c. visit your site;
- d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITT;
- e. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic PQQ or the tender process;
- f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34
- g. withdraw this ITT at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
- h. re-issue this ITT on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014;
- i. choose not to award any Contract as a result of the current tender process;
- j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F3. The Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C3.

Conforming to the Law

F4. You must comply with all applicable UK legislation and any equivalent legislation in a third state.

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

Bid Rigging and Other Illegal Practices

F6. You must report any suspected or actual bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to: Defence Regulatory Reporting Cell Hotline 0800 161 3665 (UK) or +44 1371 85 4881 (Overseas)

Conflicts of Interest

F7. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
- enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
- canvass the Authority or any employees or agents of the Authority in relation to this procurement; or
- attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have advised the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential conflict of interest (COI) exists or arises at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual or potential COI. The proposal must be of a standard which, in the Authority's sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details listed in F9 a to g below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:

- a. the manner of operation and management;
- b. roles and responsibilities;
- c. standards for integrity and fair dealing;
- d. levels of access to and protection of competitors' sensitive information and Government Furnished Information;
- e. confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no COI exist between the Tenderer and its advisers, and the Authority and its advisers. Any Tenderer who fails to comply with this requirement (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

Government Furnished Assets

F11. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

Standstill Period

F12. The Standstill period does not apply.

Publicity Announcement

F13. If you wish to make an announcement regarding this procurement, you must seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the named Commercial Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.

F14. Under no circumstances should you confirm to any Third Party the Authority's Contract award decision before the Authority's announcement of the award of Contract.

Sensitive Information

F15. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.

F16. For these purposes, the Authority may share within Government any of the Tenderer's documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any Sensitive Information in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Sensitive Information in accordance with the provisions of this ITT) to any Third Party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Reportable Requirements

F18. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you must attach the relevant information with the tender submission.

F19. Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete the Annex in full and attach relevant information where required.

Appendix 1 – Further background to answering Award/Evaluation Criteria Social Value Questions 11 and 12

Overview

Social value has a lasting impact on individuals, communities, and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. It cannot afford not to. A missed opportunity to deliver social value may lead to costs that the taxpayer has to absorb elsewhere through public procurement.

A competitive and diverse supply landscape can help to deliver innovation in public services, manage risk and provide greater value for taxpayers' money.

As a result, the Social Value Model (SVM) has been created which details 5 Themes, 8 Policy Outcomes and 24 Model Award Criteria (MACs). The SVM MACs are questions which relate to Social Value. The use of the SVM is mandatory in all central government procurements using Public Contracting Regulations (PCR) 2015 and Defence and Security Public Contracting Regulations (DSPCR) 2011 above financial threshold and exempt procurements.

Defence is focusing on three, out of the five, priority Social Value themes that are most relevant for Defence:

- Tackling economic inequality.
- Fighting climate change; and
- Equal opportunity.

The Social Value Scoring Criteria is listed below, under Appendix 2. Please use this and the information provided within the SVM to compile your responses to the SVM MAC and Model Evaluation Question (MEQ) asked. In compiling your answer, please refer to the SVM Quick Reference Table. Under Model Response Guidance for tenderers and evaluators examples of types of evidence the tender evaluators are looking for can be found.

Alongside the Standard Reporting Metrics (SRM), Social Value Key Performance Indicators (KPIs) will be used within this contract. KPIs will be generated from the Potential Provider's social value response it is therefore important that measurable commits are included in the response (both commitments against the SRMs and other metrics as may be appropriate. KPIs will be agreed between the parties and included in the contract at Contract Award.

In accordance with the DEFFORM 47, please ensure that your written submission is in 11pt Arial.

For this procurement, the following SVM MAC have been selected as being appropriate.

Theme	Policy Outcome	MAC Reference	MAC Title
Reference which Theme (including the number) you are using here	Reference which Outcome you are using here	Number Reference of MAC you are using here	Reference the MAC Title that you are using here

4	Equal opportunity	Tackle Workforce Inequality	MAC 6.1	Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce
5	Wellbeing	Improve Health & Wellbeing	MAC 7.1	Support health and wellbeing in the workforce

Further Social Value Guidance can be found:

- Social Value Model (SVM), Government Commercial Function, Edition 1.1 – 3 Dec 20
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf
- Guide to Using the Social Value Model, Government Commercial Function, Edition 1.1 – 3 Dec 20
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf
- Social Value Model Quick Reference Table, Government Commercial Function, Edition 1.1 – 3 Dec 20
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf

Aim

The aim of the following SVM MACs is to understand the Potential Providers Social Value Commitment that this procurement programme will provide within the geographical location(s) that is will be delivered from.

In your written response you should provide convincing arguments, including suitable evidence, of **What** your understanding of Social Value is, in relation to this procurement, and **How** you will instil confidence in the Authority in your ability to deliver against the Social Value requirements for this procurement.

A list of some of the key response documents that the Authority would expect you to provide are provided below. However, within the overall limit of pages you should supplement your written submission with other documents you consider will build confidence in your ability to maximise Social Value Commitments.

You should provide, for each MAC MEQ:

your 'Method Statement,' stating how you will achieve this and how your commitment meets the SVM Model Award Criteria (MAC), and

a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:

- timed action plan
- use of metrics
- tools/processes used to gather data
- reporting
- feedback and improvement
- transparency

how you will influence your: staff, supply chains, 3rd party suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training, and education, partnering/collaborating, volunteering.

From the information that you provide, the evaluators will assess, Qualitatively, your response, based on the information that you provide within your tender response.

Alongside their Commitments against the SRMs, the successful Potential Provider's method statement will form the basis of Key Performance Indicators and jointly managed throughout the life of the contract.

The Potential Providers must ensure that they answer the SVM MACs asked. Any additional information which is not specific to the contract being procured will not be considered.

The Potential Providers responses are to set out the additional Social Value benefits that they will deliver against the Policy Outcomes for this procurement. It is not sufficient to only reference/use to their Corporate Social Responsibility (CSR) and or Environmental, Social and Governance (ESG) documents.

Theme		Policy Outcome		Weighting		(As percentage of Social Value):
4	Equal Opportunity	Tackle Workforce Inequality		MAC	6.1	Title: Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce
			Model Evaluation Question (MEQ)	How will you consider equality and diversity in the provisions and operations of the service required?		
		Sub-Criteria for MAC:		Tackling inequality in the contract workforce		
		Model Response Guidance:		<p>Understanding of the issues affecting inequality in employment, skills and pay in the market, industry or sector relevant to the contract, and in the tenderer's own organisation and those of its key sub-contractors.</p> <p>Measures to tackle inequality in employment, skills and pay in the contract workforce.</p>		

Theme		Policy Outcome		Weighting	(As percentage of Social Value):
			Illustrative examples:	<p>Inclusive and accessible recruitment practices, and retention-focussed activities.</p> <ul style="list-style-type: none"> ○ Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships. ○ Working conditions which promote an inclusive working environment and promote retention and progression. ○ Demonstrating how working conditions promote an inclusive working environment and promote retention and progression. ○ A time-bound action plan informed by monitoring to ensure employers have a workforce that proportionately reflects the diversity of the communities in which they operate, at every level. ○ Including multiple women, or others with protected characteristics, in shortlists for recruitment and promotions. ○ Using skill-based assessment tasks in recruitment. ○ Using structured interviews for recruitment and promotions. ○ Introducing transparency to promotion, pay and reward processes. ○ Positive action schemes in place to address under-representation in certain pay grades. ○ Jobs at all levels open to flexible working from day one for all workers. ○ Collection and publication of retention rates, e.g. for pregnant women and new mothers, or for others with protected characteristics. ○ Regular equal pay audits conducted. 	
			Standard Reporting Metrics	<ul style="list-style-type: none"> ● Total percentage of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, as a proportion of the total FTE contract workforce, by UK region. ● Number of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, by UK region. ● Total percentage of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, as a proportion of all people on apprenticeship schemes (Level 2, 3, and 4+) within the contract workforce, by UK region. ● Number of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, by UK region. ● Total percentage of people from groups under-represented in the workforce on other training schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on other training schemes (Level 2, 3, and 4+) within the contract workforce, by UK region. ● Number of people from groups under-represented in the workforce on other training schemes (Level 2, 3, 	

Theme		Policy Outcome		Weighting		(As percentage of Social Value):	
				and 4+) under the contract, by UK region. <ul style="list-style-type: none">• Percentage of all companies in the supply chain under the contract to have committed to the five foundational principles of good work.• Number of companies in the supply chain under the contract to have committed to the five foundational principles of good work.• Percentage of the supply chain for which supply chain mapping has been completed to the appropriate tier or to source in order to reduce the risks of modern slavery.• Number of people-hours devoted to supporting victims of modern slavery under the contract.			
			Potential Provider's Response:	In complying your answer, please refer to the Social Value Model Quick Reference Table , under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.			
Theme		Policy Outcome		Weighting		(As percentage of Social Value):	5% Out of 10%
5	Wellbeing	Improve Health & Wellbeing		MAC	7.1	Improve health and wellbeing	
		2.3	Model Evaluation Question (MEQ)	How will you promote the safeguarding and welfare of the various parties involved in the mediation service?			
			Sub-Criteria for MAC:	Support health and wellbeing in the workforce			
			Model Response Guidance:	Understanding of issues relating to health and wellbeing, including physical and mental health, in the contract workforce. Inclusive and accessible recruitment practices, development practices and retention focussed activities including those provided in the Guide for line managers on recruiting, managing and developing people with a disability or health condition. Actions to invest in the physical and mental health ⁹ and wellbeing of the contract workforce. Methods to measure staff engagement over time and adapt to any changes in the			

Theme		Policy Outcome	Weighting	(As percentage of Social Value):
			results.	
			Processes for acting on issues identified.	
		Illustrative examples:	<ul style="list-style-type: none"> ○ implementing the 6 standards in the Mental Health at Work commitment and, where appropriate, the mental health enhanced standards for companies with more than 500 employees in Thriving at Work with respect to the contract workforce, not just 'following the recommendations'. ○ public reporting by the tenderer and its supply chain on the health and wellbeing of staff comprising the contract workforce, following the recommendations in the Voluntary Reporting Framework. ○ engagement plans to engage the contract workforce in deciding the most important issues to address 	
		Standard Reporting Metrics	<ul style="list-style-type: none"> ● Percentage of all companies in the supply chain under the contract to have implemented measures to improve the physical and mental health and wellbeing of employees. ● Percentage of all companies in the supply chain under the contract to have implemented the 6 standards in the Mental Health at Work commitment. ● Number of companies in the supply chain under the contract to have implemented the 6 standards in the Mental Health at Work commitment. ● Percentage of all companies in the supply chain under the contract to have implemented the mental health enhanced standards, for companies with more than 500 employees, in Thriving at Work. ● Number of companies in the supply chain under the contract to have implemented the mental health enhanced standards, for companies with more than 500 employees, in Thriving at Work. 	
		Potential Provider's Response:	<i>In complying your answer, please refer to the Social Value Model Quick Reference Table, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.</i>	

Scoring matrix for these questions is listed within Section D of the Defform 47.

DEFFORM 47 Annex A

Edn 08/22

Ministry of Defence

Tender Submission Document (Offer) – Ref Number [ITT -]

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

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

Applicable Law				
I agree that any Contract resulting from this competition shall be subject to English Law				Yes / No
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where Contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-Contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528.			Yes* / No	
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?			Yes*/No	
Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions?			Yes* / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?			Yes* / No / N/A	
Have you completed Form 1686 for Sub-Contracts?			Yes* / No	
Have you completed the compliance matrix / matrices?			Yes / No / N/A	
Are you a Small Medium Sized Enterprise (SME)?			Yes / No	
Have you and your Sub-Contractors registered with the Prompt Payment Code with regards to SMEs?			Yes / No	
Have you completed and attached Tenderer's Sensitive Information form?			Yes* / No	

If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly	Yes* / No
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?	Yes / No / Not Required
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?	Yes / No / Not Required
Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITT?	Yes / No
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ul style="list-style-type: none"> a. the offered price has not been divulged to any Third Party; b. no arrangement has been made with any Third Party that they should refrain from tendering; c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion; d. no discussion with any Third Party has taken place concerning the details of either's proposed price; and e. no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government tender processes, including value for money and related purposes. We certify that we have identified any Sensitive Information in the Tenderer's Sensitive Information form (DEFFORM 539A).</p>	
Dated this..... day of Year	
Signature: In the capacity of (Must be scanned original) (State official position e.g. Director, Manager, Secretary etc.)	
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number: Dunn And Bradstreet number:

Information on Mandatory Declarations

IPR Restrictions

1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.
2. In particular, you must identify:
 - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
 - b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables;
 - c. the nature of any allegation referred to under sub-paragraph 2.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information; and / or
 - d. any action you need to take, or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 2.b.
3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

Notification of Foreign Export Control Restrictions

5. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will

provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

6. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant Contract, you must provide the following information in your Tender: Whether all or part of any Contractor Deliverables are or will be subject to:

- a. a non-UK export licence, authorisation or exemption; or
- b. any other related transfer control that restricts or will restrict end use, end user, retransfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 6 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

7. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.

9. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 6.

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

Import Duty

11. United Kingdom (UK) legislation permits the use of various procedures to suspend customs

duties.

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

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

Cyber Risk

14. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of 'Moderate'. The Risk Assessment Reference is 601308848. Tenderers are required to complete the Supplier Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Implementation Plan as appropriate.

Sub-Contracts Form 1686

15. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. Form 1686 and further guidance can be found in the Cabinet Office's Contractual Process.

Small and Medium Enterprises

16. The Authority is committed to supporting the Government's Small and Medium-sized Enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of the Authority's spending should be spent with SMEs by 2022; this applies to the money which the Authority spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of SME.

17. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their Sub-Contractors are encouraged to make their own commitment and register with the <https://www.smallbusinesscommissioner.gov.uk/ppc/>.

18. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policies and our SME Action Plan can be found at Gov.UK and the DSP.

19. The opportunity also exists for Tenderers to advertise any Sub-Contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: <https://www.gov.uk/guidance/subcontract-advertising>. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrcISSM-Suppliers@mod.gov.uk.

Transparency, Freedom Information and Environmental Information Regulations

20. The Authority shall publish notification of the Contract and publish Contract documents where required following a request under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition between suppliers.

21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's Transparency Principles and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 12.

22. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 (“the FOIA”) or the Environmental Information Regulations 2004 (“the EIR”).

23. You must complete the attached Tenderer’s Sensitive Information form (DEFFORM 539A, SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be Sensitive Information (as defined in DEFCON 539). This includes providing a named individual who can be contacted with regard to FOIA and EIR.

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

Electronic Purchasing

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

Change of Circumstances

26. In accordance with paragraph A31, if your circumstances have changed, please select ‘Yes’ to the appropriate question on DEFFORM 47 Annex A and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

27. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select ‘Yes’ to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

Defence Safety Authority (DSA) Requirements

28. There are no DSA Requirements.

Bank or Parent Company Guarantee

29. You will be informed whether you are required to provide a Bank or Parent Company Guarantee. In the event that you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.

TUPE

30. Transfer of Undertakings (Protection of Employment) Regulations 2006 may apply.

31. Bidders must make it clear whether they are submitting a TUPE bid or not and must explain the rationale for doing so.

IR35

32. IR35 does not apply

**Statement of Requirement
For
Mediation Services for Armed Forces Personnel &
Civil Servants**

Statement of Requirement: Provision of Mediation Services for the Ministry of Defence

Candidate Mission:

The principle aim of the Ministry of Defence's (MOD) policies on the resolution of disputes between personnel is the restoration of operational effectiveness through the satisfactory (to all the parties involved) resolution of grievances in the fastest way and at the lowest possible level.

The original Mediation contract was set up in 2007 and has been successfully used by all three Services to resolve bullying, harassment discrimination and victimisation (BHDV) cases. Since then, the scope of the provision has widened to include MOD Civil Service.

Mediation training has enabled the Department to build up a pool of trained "in-house" mediators who can be deployed as necessary. We intend to increase the number of fully trained mediators, as well as ensuring that those already trained are given the opportunity to regularly refresh their skills.

The new MOD mediation service will consist of the following elements on a call-off basis:

- Provision of workplace mediation and conflict resolution service;
- Training of new in-house mediators; and
- Continuing Professional Development (CPD) for existing in-house mediators.

The contract will be available both the MOD and other Government Departments that have MOD personnel collocated with them.

Organisation and population served

The Ministry of Defence is a Ministerial Department of State. We work for a secure and prosperous United Kingdom with global reach and influence. We will protect our people, territories, values and interests at home and overseas, through strong armed forces and in partnership with allies, to ensure our security, support our national interests and safeguards our prosperity.

Organisations

The UK regular forces comprise full time trained and untrained personnel in the:

- Royal Navy
- British Army
- Royal Air Force
- Strategic Command

There are seven Top Level Budgetary (TLB) areas, these are the major organisational groupings of the MOD, directly responsible for the planning, management and delivery of departmental capability. Defence Equipment and Support (DE&S) is a bespoke trading entity which is part of the MOD and is within scope of this Statement of Requirement.

Population Served

MOD Civil Servants (including DE&S) approx. 51,000 ^{1 2}

Service Personnel (Regulars, FTRS and Reserves) 195,050 ³

Total population: 246,050

SERVICE REQUIREMENT

- 1.1. This document sets out the service required for the Mediation Services for the Ministry of Defence.
- 1.2. MOD will be the Contracting Authority (CA) and the Service Provider (SP) will be the Supplier.
- 1.3. The SP will provide the CA with suitably qualified, experienced and trained staff to deliver the following services on a call-off basis:
 - a) Ad-hoc workplace mediation - provision of confidential service aimed at resolving workplace complaints and disputes (face-to-face or remotely).
 - b) Mediation training – delivery of formal, ILM accredited professional workplace mediation courses.
 - c) Continuing Professional Development (CPD) - delivery of formal, ILM accredited CPD training and other activities for MOD in-house mediators, such as 'refresher' courses, workshops and seminars.

2. SECURITY

- 2.1. It is anticipated that minimal MOD data will need to be kept by the SP. The SP shall acknowledge that the solution will be subject to MOD regulations and Civilian BHDV policies.
- 2.2. The SP should hold a valid Cyber Essential Plus and ISO27001 certificates. If ISO 27001 is not already held, they must obtain it within three months of the commencement of the contract.
- 2.3. The SP must ensure that the data processing system and the system of electronic data transfer provided under the Contract contains all the necessary current security features to effectively control access to ensure the security and integrity of the system. The SP must also ensure that the system protects the data held therein.
- 2.4. The SP must ensure that the information received from the SP is stored, handled processed and destroyed in accordance with the security requirements set out in the Contract and with current data security legislation.
- 2.5. The SP will be responsible for the management of their personnel security status whilst providing this service in accordance with the Contract.
- 2.6. The SP is responsible for ensuring their staff who handle data belonging to MOD and its personnel hold valid BPSS and Security Check clearance in line with published guidance set out in the 'National security vetting: clearance levels'. The CA will facilitate any additional Security Check clearance required for nominated SP's personnel (those with

¹ <https://www.gov.uk/government/statistics/quarterly-service-personnel-statistics-2020>

² [MOD Civil Servants does include those who work for MOD but are central Government resource, Fixed Term Appointees, contractor and consultations](#)

³ <https://www.gov.uk/government/publications/quarterly-service-personnel-statistics-2020/quarterly-service-personnel-statistics-1-april-2020#uk-service-personnel>

access to MOD data and personnel) at start of the service or within three months, through the SP co-ordinating and providing all relevant information will be required.

- 2.7. Defence personal data is classified as 'Official Sensitive - Personnel'. DefCon 532b (Protection of Personal Data) sets out the Data Protection Legislation and the SPs (SP's Personnel) obligations in processing data which they must comply with those regulations. SPs should have incident reporting procedures to the CA should there be a compromise or loss of personal data.
- 2.8. SP should ensure their personnel are appropriately trained to handle data in line with Data Protection Legislation.
- 2.9. The SP would, as part of the contract, permit the CA's Security Department, at a mutually agreeable time/date to carry out checks to ensure compliance with the data handling requirements. This could be through physical visits, questionnaires or pre-agreed meetings.
- 2.10. The SP must ensure the storage of CA data is kept segregated and separate from any other clients and sufficient measures are in place to prevent any form of unauthorised data disclosure.
- 2.11. The SP, if using cloud storage, must comply with 14 Cloud Security principles set out in Cloud Security Guidance published by Cyber National Security Centre.
- 2.12. No MOD personnel data to be stored on personal laptops or computers and communications with the CA's personnel must be managed through the SP's corporate IT system. **Under no circumstances is the offshoring of MOD data permitted.**

3. QUALITY AND STANDARDS

3.1. Mediation service

- 3.1.1. The SP and their staff must follow the CA quality and standards requirements for mediation as set out in MOD policies (JSP831 and JSP763) when performing their duties. The policies and guidance will be provided by the CA during the mobilisation phase.
- 3.1.2. The SP should provide the CA with an option to select one or two mediators per case.
- 3.1.3. The SP should pre-brief and de-brief the mediator(s) for every mediation.
- 3.1.4. As part of the mediation service provided by the SP, mediators will offer a verbal or written summary/agreement/outcome to the CA within one working day of mediation completion.
- 3.1.5. Written summary of the outcome should be made available to all parties involved if requested within two working days after mediation completion.
- 3.1.6. SP will ensure that mediators are prepared to deliver a suitable back-brief to an agreed point of contact which might include the management chain/Chain of Command within two working days after mediation completion.
- 3.1.7. The mediators must ensure that all administration has been conducted prior to commencement of the mediation. Completion of paperwork referring to the mediation agreement must be completed in advance.
- 3.1.8. Following the mediation, the mediators must ensure that anonymous feedback is requested from all parties and provided as a part of management information to CA on a quarterly basis. The feedback will be collected via a questionnaire developed by the CA.
- 3.1.9. The service provider should arrange regular supervision and training for their mediators to ensure the quality of the service is maintained and the standards stipulated in 3.1.1 are met.

- 3.1.10. The SP should follow specific workplace mediation policies and procedures for each of the MOD TLBs. The SP should be prepared to accommodate the variances between procedures.
- 3.1.11. SP mediators and other staff members must abide by MOD Confidentiality Guidelines at all times.
- 3.1.12. Information obtained in a mediation should not be used by SP in any other processes, for example Service Complaints or Grievance procedures.
- 3.1.13. Occasionally, the SP may be required to provide mediation between MOD staff and employees from other UK government departments who are working together. This includes cross-government settings such as Foreign and Commonwealth Office, Embassies and High Commissions, both in the UK and overseas. Overseas mediations will be carried out remotely.

3.2. **Workplace mediation training delivery**

- 3.2.1. The training should cover (as a minimum) the following topics and activities:
 - a) Establishing what constitutes as a workplace conflict and whether mediation is the best form of resolution;
 - b) What issues can be resolved as part of the mediation process and what matters should follow a different resolution pathway;
 - c) Mediation theory and good practice;
 - d) Provision of a 'best practice' framework to deliver mediations (end to end handrail/guide);
 - e) Conflict resolution techniques;
 - f) Listening skills;
 - g) Interpersonal communication skills;
 - h) Practical skills (e.g. role play exercises) - 1 instructor to 4 trainees ratio;
 - i) Guidance on how to effectively deliver mediation virtually;
 - j) Understanding how to work on difficult disputes;
 - k) A basic understanding of relevant law (Protection from Harassment Act 1997, Equality Act 2010 and Data Protection Act 2018) to allow trainee mediators to identify where the line of criminality is (criminality cannot be mediated).
 - l) How to identify situation/impact/needs/goals;
 - m) Skills test and certification (ILM accreditation);
 - n) Feedback from participants (at least 80% response rate to be achieved); and
 - o) Feedback from instructor to participants.

3.3. **CPD**

- 3.3.1. Provision of ILM accredited CPD activities including, but not limited to:
 - a) Bespoke training sessions and workshops (online or face-to-face, format agreed in advance with CA on case-by-case basis).
 - b) Speaking/ presenting at in-house conferences, seminars and webinars as and when required.

3.4. **Additional information**

- 3.4.1. There will be other documented guidance supporting the key JSPs and policies, which may change during the lifespan of the contract. The SP must work with the CA to reflect any changes in their service provision. This information will be provided by the CA's point of contact in advance of changes coming into effect.
- 3.4.2. Guidance and policies might differ between different MOD TLBs (and the requirement in 3.1.13 regarding other UK Gov organisations policies). The SP should work with CA and tailor their services to accommodate these variances.
- 3.4.3. The SP must display agility by responding quickly to changes and improving on any negative feedback received.
- 3.4.4. The SP will provide escalation/complaints mechanism accessible for the involved parties if they are dissatisfied with the conduct of the mediator or the mediation process, training or workshop. Data on this should be provided as part of the quarterly reporting.
- 3.4.5. Billing for completed mediations to be processed by the SP using specific MOD (or other government departmental systems if applicable) procedures. The services will be paid for by individual commissioning business areas nominated within the CA's organisation. The CA point of contact must be provided with a monthly billing report information.

4. SAFETY AND ENVIRONMENT PROVISION

- 4.1. The SP is to deliver the above services face-to-face or remotely, depending on CA's requirement. This should be agreed at the time of commissioning. Where mediation, training or workshop facilitation needs to be conducted in person (face-to-face) at MOD establishments, the SP and their representatives shall comply with all MOD health and safety, and environmental requirements.

5. HOURS OF OPERATION

- 5.1. The service will operate between 0900hrs to 1700hrs Monday to Friday for personnel in UK mainland. Noting some personnel may have alternative working patterns flexibility will be required from the SP.
- 5.2. For personnel overseas on enduring operations, flexibility will be required to accommodate different time zones to ensure effective delivery of services.

6. DEFINITION OF SERVICE

6.1. Mediation service

- 6.1.1. Mediator(s) to offer availability within two working days of allocation.
- 6.1.2. The SP will provide mediators suitably qualified and experienced in military and civilian workplace mediation practise and foundation awareness of BHDV.
- 6.1.3. When required, the SP should offer either female or male mediators, as well as mediators from different backgrounds in cases where there are clear and specific concerns on achieving best outcome.
- 6.1.4. In cases when travel to MOD site is required, the travel and subsistence costs must be agreed with the CA prior to the meeting and will be covered by the CA Business Unit which has requested the intervention. This will be in accordance with the CA travel and subsistence policy.
- 6.1.5. Where face-to face mediation is required, the SP should provide mediators who can be on-site anywhere in the UK within three working days of a request being received.
- 6.1.6. The SP should ensure that each mediator has access to a fully secure, protected, and encrypted laptop to manage their assigned cases operating on the SP's corporate IT systems.

- 6.1.7. At the agreed conclusion of the mediation, the SP must securely erase all MOD Personnel data processed on their IT systems.
- 6.1.8. The SP is to manage any electronic paperwork in accordance with an agreed process with the CA. No hard copies of data should be produced (this includes printing, paper notes etc) apart from participant feedback forms for mediation, training or workshops. All paper data to be destroyed in accordance with Data Retention Schedule (to be agreed).
- 6.1.9. The SP must ensure that the mediators are prepared to deliver each mediation within the set timeframes laid out in the agreed KPIs.

6.2. Workplace mediation training delivery

- 6.2.1. The course shall equip military and civilian staff with the necessary skills to enable them to act as mediators to an externally accredited ILM standard.
- 6.2.2. The training must be tailored to the workplace environment of the trainees – some aspects of conflict resolution and mediation in a military context differ to those in the civilian context.
- 6.2.3. The SP shall be able to provide training at 10 days' notice. Size of the training group to be agreed on an individual basis.
- 6.2.4. The SP will be required to provide high-quality training materials for the course.
- 6.2.5. The SP will co-operate with any MOD performance review, evaluating any training that they have designed, delivered, or have been involved in monitoring.
- 6.2.6. For training requiring practical skills exercises, a ratio of 1 instructor to 4 students should be maintained.
- 6.2.7. CA reserves the right to cancel any training event with SP with 5 days' notice with no financial consequences.

6.3. Continuous Professional Development activities

- 6.3.1. The Supplier shall provide ILM accredited CPD (Continuous Professional Development) training in consultation with sS (Single Services) mediation representatives.
- 6.3.2. CPD activities requiring practical skills exercises a ratio of 1 instructor to 4 students should be maintained.
- 6.3.3. CPD activities must be tailored to the workplace environment of the trainees – some aspects of conflict resolution and mediation in a military context differ to those in the civilian context.
- 6.3.4. CA reserves the right to cancel any CPD event with SP with 5 days' notice financial consequences.

6.4. Key Performance Indicators

6.4.1. Mediation service

- a) All cases to be allocated to a mediator within two working days (day of request receipt counts as day zero up until 1700hrs.)
- b) Mediator(s) to offer availability within two working days of allocation.
- c) 100% of participants to receive the feedback collection form
- d) Feedback response rate of 80%
- e) 80% of respondents would recommend the service to their colleagues.

6.4.2. Mediation training delivery

- a) 80% of delegates to pass the assessment on first attempt.

- b) 100% of participants to receive the feedback collection form.
- c) Feedback response rate of 80%.
- d) 80% of respondents would recommend the training to their colleagues.

6.4.3. CPD

- a) 80% of delegates to pass the assessment on first attempt.
- b) 100% of participants to receive the feedback collection form.
- c) Feedback response rate of 80%.
- d) 80% of respondents would recommend the training to their colleagues.

7. MONITORING OF SERVICE

The SP shall provide reporting to the CA with an overarching organisational report and separate dashboards for each Service (Royal Navy, Army, RAF, UKStratCom, CS and DE&S) and relevant government departments on a quarterly basis. The SP will meet with CA representatives and nominated service stakeholders regularly to discuss performance and potential service improvement opportunities. The reports should contain but not limited to:

7.1. Mediation service MI (Management Information)

- a) Number of cases allocated within two working days;
- b) Number of initial meetings with all involved parties within two working days of mediator(s) allocation.
- c) Mediation outcome: a success, a partial success or failed to resolve the dispute.
- d) Number of cases which have missed the KPIs and reasons;
- e) Demographic details of complainants and respondents:
 - i. Service: Royal Navy, Army, RAF, Civil Service, UKStratCom, DIO and DE&S
 - ii. Unit/brigade/Group/Business Area
 - iii. Grade/Rank (Broader banded (CS and OR/OF scales))
 - iv. Protected characteristics (i.e. gender, race)
- f) Geographical locations
- g) Feedback score (feedback via MS Teams if online, and paper based if face-to-face)

7.2. Mediation training and CPD MI

- a) Number of training sessions, webinars or workshops delivered and number of students per session.
- b) Demographic details of trainees as per 7.1.e
- c) Feedback score (feedback via MS Teams if online, and paper based if face-to-face).

7.3. Ownership of MI

The MOD retains ownership of all MI and at the end of the contract must confirm to the MOD that it deleted the information. The SP cannot use the MI for any use other than what is detailed in this contract.

ANNEX A

LIST OF ABBREVIATIONS

<u>Abbreviation</u>	<u>Definition</u>
BHDV	Bullying, Harassment, Discrimination and Victimisation
CA	Contracting Authority
CPD	Continuing Professional Development
D&I	Diversity and Inclusion
DBS	Defence Business Services
DE&S	Defence Equipment and Support
MI	Management Information
MOD	Ministry of Defence
SP	Service Provider
sS	Single Services (see Tri Services)
TLB	Top Level Budget
Tri-Service	Army, Navy and RAF

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

Data Controller	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p><i>The MOD Staff data will be provided by each MOD TLB as required on call-off basis. The details of personnel who will be using the service will be provided on a need-to-know basis only (e.g. name and email address to book a mediation, schedule a training session or gather feedback). It is not possible to provide more details at this stage.</i></p>
Data Processor	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p><i>[insert location(s), address and contact details] TBC</i></p>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>[please specify]</i></p> <p><i>MOD Staff data limited to: full name, rank (if applicable), email address, physical workplace address, telephone number as necessary to schedule and carry out a contract related activity.</i></p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data: <i>[please specify]</i></p> <p><i>Full name, rank (if applicable), email address, physical workplace address, telephone number as necessary to schedule and carry out a contract related activity.</i></p>
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>[please specify]</i></p> <p><i>N/A – no special category data to be processed</i></p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows: <i>[please specify]</i></p> <p><i>The processing activities will be limited to gathering and processing the details of personnel who will be using the service. Data is to be deleted by the Contractor upon activity completion.</i></p>
Nature and the purposes of the Processing	<p>The Personal Data to be processed under the Contract will be processed as follows: <i>[please specify]</i></p> <p><i>The nature of the processing on this contract includes collection, use and erasure of data (whether by automated means or not) strictly for the purpose of providing the mediation service, training and other activities related to this contract.</i></p>

Technical and organisational measures	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>[please specify]</i></p> <p><i>The provider must comply with the requirements of:</i></p> <ul style="list-style-type: none"> • <i>ISO 27001</i> • <i>Cyber Essentials Plus</i> • <i>NCSC Cloud Security Principles</i>
Instructions for disposal of Personal Data	<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): <i>[please specify]</i></p> <p><i>The data is to be retained for the shortest possible period, maximum the duration of the contract related activity. Upon completion of the activity, the Contractor must securely delete the data provided by MOD.</i></p>
Date from which Personal Data is to be processed	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>[please specify]</i></p> <p><i>November 2022 (exact date TBC)</i></p>

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



**MOD Terms and Conditions for Less
Complex Requirements**

1 Definitions - In the Contract:

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

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

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

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

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

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

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

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

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

Issued Property means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

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

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

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

Sensitive Information means the information listed as such in Schedule 4, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to this Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000

(FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

2 General

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

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

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

(1) the terms and conditions;

(2) the schedules; and

(3) the documents expressly referred to in the agreement.

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

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

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

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

of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

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

4 Disclosure of Information

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

5 Transparency

- a. Notwithstanding any other condition of this Contract, including 531 (SC1), the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- c. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:
 - (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR, for the avoidance of doubt, including the Sensitive Information.
 - (2) taking into account the Sensitive Information set out in Schedule 4, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have

absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and

(3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

6 Notices

a. A Notice served under the Contract shall be:

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

b. Notices shall be deemed to have been received:

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

7 Intellectual Property

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

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

c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12

of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved. Notification of Intellectual Property Rights (IPR) Restrictions

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 20, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):

(1) DEFCON 15 - including notification of any self-standing background Intellectual Property;

(2) DEFCON 90 - including copyright material supplied under clause 5;

(3) DEFCON 91 - limitations of Deliverable Software under clause 3b;

e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.

f. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

8 Supply of Contractor Deliverables and Quality Assurance

a. This Contract comes into effect on the Effective Date of Contract.

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.

c. The Contractor shall ensure that the Contractor Deliverables:

(1) correspond with the specification;

(2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and

(3) comply with any applicable Quality Assurance Requirements specified in the Contract.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Data for Hazardous Contractor Deliverables

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for

UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:

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

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

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

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

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
- (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

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

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

g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

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

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

c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

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

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

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

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

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

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

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

14 Payment

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register

their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

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

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

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

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

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

15 Dispute Resolution

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

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

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal,

the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

16 Termination for Corrupt Gifts

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

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

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

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

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

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

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

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

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

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

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

17 Material Breach

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

claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

18 Insolvency

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

19 Limitation of Contractor's Liability

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £1m (one million pounds).

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

(1) for:

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

b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or underperform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

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

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

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

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

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

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

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

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

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

d. Please see Annex A for further information

20 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

DEFCON 531 (SC1)

DEFCON 532 B

DEFCON 630

DEFCON 638

21 The special conditions that apply to this Contract are:

22 The processes that apply to this Contract are:

Schedule 1 – Additional Definitions of Contract

Schedule 2 - Schedule of Requirements for Services for Contract No:**For: Provision of Mediation Services for the Ministry of Defence**

Item Number	Contractor Deliverables	Notes to Supplier	Firm Price £ (ex-VAT)
1.	Firm Price Man/Day Rates (Exc VAT) for Mediation services, for 2 year period from 13 Nov 2022 to 13 Nov 2024		
2.	Firm Price Rates (Exc VAT) per course for 8 delegates for Mediator training to OCR Accredited standard, for 2 Year period from 13 Nov 2022 to 13 Nov 2024		
3.	Firm Price Man/Day Rates (Exc VAT) for Mediation services, for 2 x 12 month extension periods Nov 2024 - Nov 2025 and Nov 2025 – Nov 2026		
4.	Firm Price Rates (Exc VAT) per course for 8 delegates for Mediator training to OCR Accredited standard, for 2 x 12 month extension periods Nov 2024 – Nov 2025 and Nov 2025 – Nov 2026		
		TOTAL CONTRACT Limit of Expenditure	

Schedule 3 - Contract Data Sheet for Contract No

Contract Period	Effective Date of Contract: 18 November 2022 The Contract expiry date shall be: 18 November 2024
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail:</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority:</p> <p>Contractor:</p>
Clause 8 Supply of Contractor Deliverables and Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements:</p>
Clause 9 Supply of Data for Hazardous Contractor Deliverables, Materials and Substances	<p>A completed SC3 Core Plus Schedule "Hazardous Articles, Materials or Substance Statement", and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) DSA-Land-MovTpt-DGHSIS@mod.uk</p> <p>or if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p>

	<p>b) Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
Clause 10 – Delivery/Collection	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input type="checkbox"/></p> <p>Special Instructions:</p> <p>Collected by the Authority <input type="checkbox"/></p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p>
Clause 12 - Packaging and Labelling of Contractor Deliverables	<p>Additional packaging requirements:</p>
Clause 13 - Progress Monitoring	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type:</p> <p>Frequency:</p> <p>Location:</p>
Clause 13 - Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type:</p> <p>Frequency:</p> <p>Method of Delivery:</p>

	Delivery Address:
--	-------------------

Appendix - Addresses and Other Information

1. Commercial Officer

Name

Address:

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

2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available)

(from whom technical information is available)

Name: People-Sec-Diversity Policy 1

Address: MOD Main Building, 06.K.22, Whitehall, London, SW1A 2HB

Email: People-Sec-DiversityPeople1@mod.uk

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

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

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

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

Branch/Name:

Tel No:

(b) U.I.N.

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

5. Drawings/Specifications are available from

11. The Invoice Paying Authority (see Note 1)

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website

is:

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

6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to

(where no address is shown the mauve copy should be destroyed)

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs
Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk

7. Quality Assurance Representative:

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

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

NOTES

1. Forms. Hard copies, including MOD Form 640 are available from address in Box 12., All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

2.* Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

Schedule 4 - Contractor's Sensitive Information (i.a.w. Clause 5) for Contract No:

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Contract No:
Description of Contractor's Sensitive Information:
Cross Reference(s) to location of Sensitive Information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

Schedule 5 – Notification of Intellectual Property Rights (IPR) Restrictions (i.a.w. Clause 7) for Contract No. PART A – Notification of IPR Restrictions

1. ITT/Contract Number				
2. ID#	3. Unique Technical Data Reference Number/ Label	4. Unique Article Identification Number/Label	5. Statement Describing IPR Restriction	6. Ownership of the Intellectual Property Rights
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Specimen Limitation of Contractor's Liability Clause

1. LIMITATIONS ON LIABILITY

Definitions

1.1 In this Condition [1] the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

"Charges" means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor's other obligations under this Contract, as determined in accordance with this Contract;

"Data Protection Legislation" means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

(1) UK GDPR;

(2) DPA 2018; and

(3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;

"Default" means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

'DPA 2018' means the Data Protection Act 2018;

"Law" means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of

practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

“Service Credits” means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in [cross refer to service credit regime in the contract];

“Term” means the period commencing on [the commencement date / the date on which this Contract is signed / the date on which this Contract takes effect] and ending [on the expiry of x years /on x date] or on earlier termination of this Contract.

‘UK GDPR’ means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

Unlimited liabilities

1.2 Neither Party limits its liability for:

1.2.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

1.2.2 fraud or fraudulent misrepresentation by it or its employees;

1.2.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

1.2.4 any liability to the extent it cannot be limited or excluded by law.

1.3 The financial caps on liability set out in Clauses 1.4 and 1.5 below shall not apply to the following:

1.3.1 for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:

1.3.1.1 the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and DEFCON 632 (Third Party IP - Rights and Restrictions);

1.3.1.2 the Contractor's indemnity in relation to TUPE at Schedule [(TUPE)];

1.3.2 for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:

1.3.2.1 the Authority's indemnity under DEFCON 514A (Failure of Performance under Research and Development Contracts);

1.3.2.2 the Authority's indemnity in relation to TUPE under Schedule [(TUPE)];

1.3.3 breach by the Contractor of [the Commercial Officer to include as appropriate [DEFCON 532 B] and Data Protection Legislation; and

1.3.4 to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

1.3.5 For the avoidance of doubt any payments due from either of the Parties to the other in accordance with DEFCON 811 or the Defence Reform Act 2014 and/or the

Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clause 1.4 and/or 1.5 below.

Financial limits

1.4 Subject to Clauses 1.2 and 1.3 and to the maximum extent permitted by Law:

1.4.1 [throughout the Term] the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

1.4.1.1 in respect of DEFCON 76 (£1,000,000) in aggregate;

1.4.1.2 in respect of DEFCON 514 (£1,000,000) in aggregate;

1.4.1.3 in respect of DEFCON 611 (£1,000,000) in aggregate; and

1.4.1.4 in respect of DEFCON 612 (£1,000,000) in aggregate;

1.4.2 without limiting Clause 1.4.1 and subject always to Clauses 1.2, 1.3 and 1.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be [£ pounds] (£1,000,000) in aggregate;

1.4.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 1.4.1 and 1.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 1.4.1 and 1.4.2 of this Contract.

1.5 Subject to Clauses 1.2, 1.3 and 1.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect

of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

1.6 Clause 1.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

1.7 Subject to Clauses 1.2, 1.3 and 1.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

1.7.1 indirect loss or damage;

1.7.2 special loss or damage;

1.7.3 consequential loss or damage;

1.7.4 loss of profits (whether direct or indirect);

1.7.5 loss of turnover (whether direct or indirect);

1.7.6 loss of business opportunities (whether direct or indirect); or 1

1.7.7 damage to goodwill (whether direct or indirect), even if that Party was aware of the possibility of such loss or damage to the other Party.

1.8 The provisions of Clause 1.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

1.8.1 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

1.8.1.1 to any third party;

1.8.1.2 for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and

1.8.1.3 relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

1.8.2 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

1.8.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

1.8.4 any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the

Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;

1.8.5 damage to the Authority's physical property and tangible assets, including damage under DEFCON 76 and 611;

1.8.6 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;

1.8.7 any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);

1.8.8 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

1.8.9 any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

1.9 If any limitation or provision contained or expressly referred to in this Condition [1] is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition [1].

Third party claims or losses

1.10 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and 632 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

1.10.1 arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

1.10.2 is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

1.11 Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.