

## Section 1 – Form of Contract

<b>Framework Agreement for:</b>	<b>CONFLICT, STABILITY &amp; SECURITY FUND (CSSF) FRAMEWORK 2018</b>
<b>Reference Number:</b>	<b>CPG/2350/2018</b>
<b>Call-Off Title:</b>	<b>Jordan Quick Reaction Forces Headquarters (QRF HQ) – Capability Development – Technical Consultant and Support Services.</b>
<b>Call-Off Reference:</b>	<b>61660067</b>

This Call-Off Contract is made between the Secretary of State for Defence represented by the Ministry of Defence, acting as part of the Crown ("the Authority"),

and

ARK Group DMCC ("the Supplier") having his main or registered office at Unit No: 3307-3, Mazaya Business Avenue, Dubai

("the Parties")

SIGNED on behalf of the Parties:

For the Supplier:

For the Authority:

By: **Redacted: Under FOIA Section 40, Personal Information**

By: **Redacted: Under FOIA Section 40, Personal Information**

Full Name: **Redacted: Under FOIA Section 40, Personal Information**

Full Name: **Redacted: Under FOIA Section 40, Personal Information**

Position held on behalf of Supplier:

Position held on behalf of Authority:

Ark Group


Commercial Business Partner 4

Date: 27th October 2023

Date: 31/10/2023

Framework Agreement with:	<b>ARK Group DMCC</b>
Company Number:	<b>DMCC23550</b>
Sub Contractors/Consortia:	<b>N/A</b>
Framework Agreement for:	<b>CONFLICT STABILITY &amp; SECURITY FUND 2018</b>
Framework Agreement Number:	<b>CPG/2350/2018</b>
Call-off Contract For:	<b>JORDAN QUICK REACTION FORCE HEADQUARTERS (QRF_HQ) – CAPABILITY DEVELOPMENT - TECHNICAL CONSULTANT AND SUPPORT SERVICES</b>
Contract Number:	<b>61660067</b>
Call-off Contract PSAB Reference Number:	<b>CPG/9595/2023</b>

## Contents

<i>Section 1 – Form of Contract .....</i>	<i>1</i>
<i>Section 2 – Call-Off Terms &amp; Conditions and Special Terms .....</i>	<i>4</i>
1. The above mentioned Framework Agreement. ....	4
2. Your proposal of .....	4
3. Commencement and Duration of the Services .....	4
4. Recipient.....	4
5. Financial Limit .....	4
6. Milestone Payments and Charges .....	4
7. Fixed Price .....	5
8. Time and Material .....	5
9. Officials.....	5
10. Key Personnel .....	5
11. Monitoring and Contract Performance Reports .....	6
12. Duty of Care.....	6
13. Third Party Rights for Sub-Contractors .....	6
14. Call-off Contract Signature .....	6
15. Destruction and deletion of Authority Data and Confidential Information .....	7
16. Special Terms & Conditions .....	7
<i>Annex 1 – Statement of Requirements .....</i>	<i>9</i>
<b>Other requirements.....</b>	<b>14</b>
<b>Monitoring, Reporting, Evaluation and Learning (MREL).....</b>	<b>18</b>
<i>Annex 2 – Schedule of Prices &amp; Rates.....</i>	<i>21</i>
<i>Annex 3 – Security Risk Disclaimer .....</i>	<i>22</i>
<i>Annex 4 – Processing, Personal Data &amp; Data Subjects.....</i>	<i>23</i>
<i>Annex 5 – Insurances .....</i>	<i>24</i>
1. Insured.....	25
<i>Annex 6 – Supplier Code of Conduct.....</i>	<i>27</i>
<i>Annex 6 – Supplier Code of Conduct .....</i>	<i>27</i>
 .....	28
<i>DEFFORM 539A - Tenderer's Sensitive Information.....</i>	<i>50</i>

## **Section 2 – Call-Off Terms & Conditions and Special Terms**

[\(back to Contents\)](#)

### **1. The above mentioned Framework Agreement.**

1.1. Capitalised terms used in this Call-Off Contract shall (save where specified otherwise) have the meaning set out in the Framework Agreement.

### **2. Your proposal of 03/10/2023**

2.1. The Authority requires (“the Supplier”) to provide the Services as stated in the *Statement of Requirement* at Annex 1 and, under the Terms and Conditions of the Framework Agreement, which shall apply to this Call-off Contract as if expressly incorporated herein.

### **3. Commencement and Duration of the Services**

3.1. The Supplier shall start the Services no later 31 October 2023 (“the Start Date”) and Services shall be completed by **31 October 2023** (“the End Date”) unless the Call-off Contract is terminated or extended in accordance with the terms and conditions of the Framework Agreement and by contract variation.

3.2. The Authority reserves the right, without prejudice to its termination rights under the Framework Agreement, to terminate this Call-Off Contract (where it is a multi-year contract) at the end of each United Kingdom (UK) financial year, if the Supplier’s performance is not deemed satisfactory or the fund available to the CSSF programme is no longer sufficient to continue financing the programme.

### **4. Recipient**

4.1. Authority requires the Supplier to provide the Services to the **Redacted: Under FOIA Section 43, Commercial Interests Exemption** (“the Recipient”).

### **5. Financial Limit**

5.1. Payments under this Call-off Contract shall not exceed **Redacted: Under FOIA Section 43, Commercial Interests Exemption** (“the Financial Limit”) and is inclusive of any government tax, as detailed in the Framework Agreement and the [Statement of Requirements \(Annex 1\)](#) and [Schedule of Prices and Rates \(Annex 2\)](#).

5.2. To support invoicing the Supplier shall provide monthly financial statements, covering activities delivered together with the Contract reference number.

5.3. Payment of invoices will be made monthly in arrears on receipt of an itemised invoice.

### **6. Milestone Payments and Charges**

6.1. Any Supplier Personnel employee fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Call-off Contract.

6.2. Where applicable Milestone Payments, will be made on satisfactory performance of the Services, at the payment points defined as per Schedule of Prices and Rates. At each payment point set criteria will be jointly agreed as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority when the relevant Milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

**7. Fixed Price**

7.1. Where the Parties have agreed in the [Schedule of Prices and Rates](#), that the Services will be provided on a fixed price basis, then the fixed price shall be paid according to the Schedule of Prices and Rates, which may relate to the achievement of specific Milestones as defined, dates or acceptance and shall be inclusive of all Supplier costs.

**8. Time and Material**

8.1. Where the Parties have agreed in the [Schedule of Prices and Rates Annex 2](#) that the Services will be provided on a time and materials basis, then:

- a) the Services shall be provided in accordance with the rate card set out in the Schedule of Prices and Rates;
- b) the Parties shall agree a maximum price, which shall include but not be limited to a resource profile, a fixed date to start and to complete and a set of deliverables, further details of which shall be agreed by the Parties in the Schedule of Prices and Rates;
- c) the Supplier shall attach to each invoice, records of the time spent and materials used in providing the Services, together with all supporting documentation including but not limited to all relevant timesheets, receipts (if applicable), a list of Services to which the invoice relates and a reference to the Contract and Schedule of Prices and Rates, as well as any other information as reasonably requested by the Authority from time to time;
- d) the Supplier must notify the Authority immediately if it becomes apparent that the cost to complete the Services will be in excess of the maximum price, and shall only proceed with and be paid for Services in excess of the maximum price with the prior written consent of the Authority.

**9. Officials**

9.1. The Authority Project/Contract Officer is as follows:

**Redacted: Under FOIA Section 40, Personal Information**

<i><b>Title:</b></i>	<i><b>Name:</b></i>	<i><b>Contact Number:</b></i>	<i><b>Email Address:</b></i>

**10. Key Personnel**

10.1. The following Supplier Personnel are the key Personnel of the purposes of this Call-Off Contract:

**Redacted: Under FOIA Section 40, Personal Information**

<i><b>Title:</b></i>	<i><b>Name:</b></i>	<i><b>Contact Number:</b></i>	<i><b>Email Address:</b></i>

## **11. Monitoring and Contract Performance Reports**

11.1. For the purpose of monitoring of performance, the Supplier shall submit project reports in accordance with the agreements and timescales contained in the [Statement of Requirement at Annex 1](#).

11.2. These provisions will include without limitation:

- i. random inspections;
- ii. regular meetings;
- iii. the regular delivery of written management reports;
- iv. monthly report on Key Performance Indicators.

11.3. All such agreements will be carried out by the Supplier in a timely manner, as reasonably required by the Authority, and in line with Good Industry Practice.

## **12. Duty of Care**

12.1. Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Framework Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property.

12.2. Unless otherwise agreed, the Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified the Authority in respect of any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.

12.3. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

12.4. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off Contract in relation to duty of care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.

12.5. Where the Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the [Statement of Requirements at Annex 1](#) and the [Security Risk Disclaimer Annex 3](#).

## **13. Third Party Rights for Sub-Contractors**

13.1. The Supplier shall ensure that all Sub-Contracts contain provisions") to the effect of "in respect of security and secrecy, intellectual property and audit rights corresponding to those placed on the Supplier under this Contract (subject to such variations as the Authority may reasonably specify), which the Authority shall have the ability to directly enforce under the Contracts (Rights of Third Parties) Act 1999.

## **14. Call-off Contract Signature**

14.1. If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at paragraph **Error! Reference source not found.** above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

## 15. Destruction and deletion of Authority Data and Confidential Information

### 15.1. Pursuant to:

- Clause 16.1.3 of the Framework Agreement requiring the Supplier to provide an inventory of Authority Data in its possession or control; and
- Clause 29 (Confidentiality);

The Supplier shall, at the written direction of the Authority, delete, destroy or return, as appropriate, all Authority Data and Confidential Information (and any copies of it) on termination of the Call-Off Contract.

## 16. Special Terms & Conditions

### 16.1. The following Defence Conditions (DEFCONs) apply:

DEFCON	EDN	DESCRIPTION
DEFCON 5J	Edn 18/11/16	Unique Identifiers
DEFCON 520	Edn 08/21	Corrupt Gifts and Payments of Commission
DEFCON 522	Edn 11/21	Payment and Recovery of Sums Due
DEFCON 538	Edn 06/02	Severability
DEFCON 539	Edn 01/22	Transparency
DEFCON 550	Edn 02/14	Child labour and Employment Law
DEFCON 658	Edn 09/21	Cyber Cyber Risk Level –Low

### 16.2. The following Defence Forms (DEFORMS) apply:

DEFFORM	EDN	DESCRIPTION
111	10/22	Addresses and Other Information
539A	Edn 01/22	Tenderer's Commercially Sensitive Information Form

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## **Annex 1 – Statement of Requirements**

[\(back to Contents\)](#)

### **STATEMENT OF REQUIREMENT - JORDAN QUICK REACTION FORCE HEADQUARTERS (QRF\_HQ) – CAPABILITY DEVELOPMENT - TECHNICAL CONSULTANT AND SUPPORT SERVICES**

#### **Background**

1. The **Redacted: Under FOIA Section 43, Commercial Interests Exemption** Quick Reaction Force Brigade (QRF) is a flagship partner for the UK in the Jordanian Armed Forces (JAF). Jordan is a principal strategic partner in the MENA region. The UK's involvement in realising **Redacted: Under FOIA Section 40, Personal Information** vision for the QRF has been significant since its inception in 2014. This activity has recently been nested under the security pillar of the X-HMG MENA Strategy with the intention of bolstering Jordanian security and ensuring Defense access for training and basing.

1. The project is part of a flagship UK/Jordan security programme under management of CSSF programming expertise and in coordination with UK Military Loan Service and regular UK military capacity-building elements.

2. The objective is to develop the QRF HQ into a confident, credible and deployable crisis management organization for national and regional emergencies including border security, humanitarian and disaster relief operations. This will be the first such capability in Jordan, filling a recognised capability gap. The HQ will be capable of deployed command and control of subordinate force elements (e.g. battalions) and interoperable with allies and partners.

3. The intended impact is to fill a **capability gap; support** Jordan's border security; **sustain** political access and influence with **Redacted: Under FOIA Section 43, Personal Information**; and help Jordan **improve** security cooperation with regional partners as an operationally deployable, high readiness brigade headquarters for a spectrum of crisis response operations. It will help to **maintain** the UK's privileged basing and training freedoms in Jordan. It will **promote** the values of gender sensitivity and social inclusion and aims to empower women in the security sector. As such it is very **compliant** with the Integrated Review Refresh.

4. The project should be aligned with recognised **best practice** for capacity building at the formation level and the project should ideally be linked to a defined framework. One option is to use the NATO Operational Capabilities Concept Evaluation & Feedback (OCC E&F) process as a procedural handrail and as a route to recognisable certification. Entry to the OCC will require careful preparation and considered judgement by the JAF's senior leaders over the next 12-18 months as well as shaping NATO itself.

#### **Requirement: QRF Capability Development Technical Consultant**

5. The requirement is to contract a Supplier to support, enable and advise the QRF HQ commander and staff on the development of full Command and Command Support functions for a Formation HQ focused on crisis response operations, as well as advising and enabling training and preparation of the HQ.

6. The Supplier will routinely engage with the QRF HQ **Redacted: Under FOIA Section 40, Commercial Interests Exemption**. They will be based **Redacted: Under FOIA Section 43, Commercial Interests Exemption** as the centre of gravity for UK Military and Embassy activity. The frequency and duration of key personnel time in country and the rhythm of engagement with the QRF HQ will be dependent on achieving the necessary effect. They will work in close co-ordination with regular UK capacity-building troops and the embedded UK Loan Service officer to achieve the desired impact.

7. The Supplier will be required to:
- a. Define the end-state and milestones for the capacity-building project.
  - b. Ensure the project is benchmarked against best practice for capacity building projects for 1\* HQs and tied to a recognised framework. This requires a thorough understanding of available frameworks including the NATO OCC process and wider NATO processes and culture. This does not preclude investigation of other frameworks suitable for the QRF.
  - c. Support the Monitoring, Evaluation and Learning process by ensuring progress is measured towards the end-state and milestones.
  - d. Develop the QRF HQ's functional capabilities in people, processes and culture:
    - 1) Command – leadership in an operational HQ and decision-making.
    - 2) Command support – Chief of Staff and staff officers in terms of roles, responsibilities and supporting processes.
    - 3) Processes and procedures – review and develop full doctrine, Standard Operating Procedures and Standard Operating Instructions in line with JAF norms and benchmarked against recognised best practice and framework.
    - 4) HQ Training – work with UK personnel to design and deliver table-top exercises, confirmatory staff exercises and other training opportunities. This would entail simulated scenarios (e.g. Deployment of the Brigade to the Border in response to a border incursion or deployment of the Brigade to aid in UN operations), where HQ personnel can assess plans, policies and procedures. Operations based exercises which seek to validate plans, policies, agreements and procedures, clarify roles and responsibilities and identify resource gaps in an operational/crisis response environment.
  - e. Advise on entry to the NATO OCC process in terms of if, when and how to do it and be prepared to advise and guide the QRF and JAF through the subsequent OCC process (including liaison and visits to NATO).
  - f. Promote gender equality and social inclusion.
8. The Supplier must be able to conduct the activities above with suitable supporting translation and interpreter services e.g. for translating doctrine, SOPs and training exercises.
9. The contract must include a package of English Language Training (ELT) for QRF HQ staff officers. ELT is an essential under-pinning capability to any capacity-building project and to the effective functioning of a formation HQ.

## **Terms of Reference**

10. Skills and experience for an embedded Technical Consultant(s):
- a. Previously served with the British Army, the retired senior rank range of OF4-OF5.
  - b. Proven experience working at formation HQ level (brigade and/or division).

- c. Proven experience working with NATO and knowledge of NATO processes and its culture including evaluation (CREVAL and OCC), doctrine, standards, policy and procedures.
- d. Proven ability to work with representatives of the international community: UK, Jordanian and international armed and security forces; and other Jordanian counterparts including ministers and high-ranking officials.
- e. Must demonstrate good understanding of HMG's various security, stability and development strategies including the Integrated Review Refresh, MENA Integrated Review sub-strategy, and the legal frameworks governing these strategies.
- f. Must be able to understand HMG's Jordan Country Plan and strategic framework (campaign goals, outcomes, KPIs etc) and ensure the QRF HQ project is aligned.
- g. Proven track record of civil-military liaison.
- h. Proven excellent written and oral communication skills in English.
- i. Proven ability to work to tight timelines with flexibility according to needs.
- j. If a team were to be used to deliver the project the senior retired rank is to be no higher than OF5.

11. **Interpreting and translation.** The service must offer written and verbal interpreting and translation services from English to Arabic (Levant region) delivered by Jordanian nationals. Those providing the services must have experience of the JAF and be familiar with military working practices and terminology.

12. **Platform in-country** – the service provider must be able to ensure key personnel have the necessary accommodation, transportation, health care arrangements etc.

13. **Project Management capabilities** – the service provider must have a proven track record in undertaking core project management including planning, monitoring, evaluation, risk management, financial management and reporting, information/cyber security etc.

### **Contract Start date and Duration**

14. The Authority will initially offer an **eighteen-month** contract with an **optional** extension based upon performance delivery and the needs of the project. The contract will be divided into two phases with a clear break point in between. Phase one will be for six months, finishing on the 31 March 24, at which point the feasibility and viability of continuation will be reviewed with the implementing partner. The delivery must adhere to the guidelines stipulated within the requirement. Delivery timelines are as follows:

- a. Phase 1 – Pilot delivery 6 months Q3/Q4 of FY23/24.
- b. Phase 2 – Project delivery FY24/25.
- c. Phase 3 – Option to extend FY25/26.

## **Security Considerations**

15. Where any material used or issued is graded OFFICIAL-SENSITIVE or above, a Security Aspects Letter (SAL) will be generated by the contracting authority.
16. A Cyber Risk Assessment will be conducted by the contracting authority. The successful bidder will need to comply with the Cyber Risk Assessment level annotated in the issued Tender Documents.

## **Supplier's Responsibilities**

17. The Supplier will deliver services to the Authority in accordance with the requirements stipulated in this SOR and as otherwise agreed in project work plans or Contract Variations.
18. The supplier shall engage, coordinate, and communicate as set out below:
  - a. Maintain engagement with the Authority and the Project team.
  - b. Maintain engagement with the key stakeholders/beneficiaries, co-ordinating with locally employed personnel and HMG Programme staff currently in post.
  - c. Manage stakeholder expectations regarding the Project's duration, explaining the fixed period nature of the Project.
  - d. Keep a register of engagements and supply the Project Lead with the minutes of key engagement meetings or correspondences.
  - e. Advise on the design and support delivery of the Project's external communications, including but not limited to producing and implementing a strategic communications strategy (in conjunction with the Project Lead); and being responsive to ad-hoc communications related enquiries from the Project team.
19. The Supplier shall provide activity, project, and contract management as set out below:
  - a. All documentation Deliverables/Outputs must be produced in Microsoft Office compatible format unless otherwise agreed.
  - b. Manage projects and programmes according to current industry best practice including managing risks and issues.
  - c. Provide any and all reports as set out in MREL and Financial Management of this SoR and as agreed from time to time in the Project work plan or Results Framework.

## **Reporting**

20. The Supplier will provide quarterly and annual progress reports to the Defence Section CSSF Jordan Programme Manager. These will include:

- a. Reporting of course progress, individually/collectively.
- b. Programme expenditure.
- c. Updates on risk.
- d. Safeguarding.
- e. Providing communication opportunities and case studies.
- f. The progress reports should highlight new evidence and lessons learned, summary of progress and proposed adaptations to the programme approach.
- g. Deliver the programme results while ensuring maximum value for money.

21. Throughout the project, the Supplier will be required to achieve the deliverables and outputs set out in the SoR.

## **Exit Phase requirements**

22. During the Exit Phase, the Supplier shall provide a project completion report; lessons learnt document; asset management disposal plan; and handover plan for all material/documents produced during the project; and any other deliverables agreed between the Authority and Supplier for inclusion in the project exit plan ("Exit Plan"). The Exit Plan will give due regard to the sustainability of the intervention, including clarifying the process and suitability of handing over to the JAF and BE Amman (Defence Section). Where necessary, project deliverables should be tailored to the needs, systems and procedures of the JAF to support sustainability.

23. The Exit Phase will be the last 3 months of the Contract. Implementation will continue during the Exit Phase, but the Supplier will be required to close down activities sensitively prior to the Contract End Date.

## **Resourcing requirements**

24. Tender responses should demonstrate a clear governance and management structure for the programme including details on where staff (including technical advisers and support staff) will be based, taking into account the guidance contained in the requirement.

25. The Supplier shall be responsible for ensuring they propose and maintain the right mix of people, skills and expertise to deliver the contract throughout the Term of the Call-Off Contract.

26. The Supplier must be prepared to work flexibly if required and respond quickly to unforeseen or changing requirements of the programme. If the Supplier is unable to meet a new request or change in agreed Deliverables from the Authority using the contracted personnel, the Supplier must have in place cost effective and efficient processes for sourcing and/or sub-contracting the necessary expertise in order to meet these requests in a timely manner.

### **Skills and competencies requirements**

27. The supplier is expected to have a strong working knowledge across Brigade/Divisional HQ command and support functions, able to deliver against the outputs detailed within the requirement. In addition, all skills and competences must be demonstrated throughout tender and will be taken account of during the assessment of bids.

### **Other requirements**

### **Quality Assurance**

28. The Authority expects that the Supplier will have robust quality assurance processes in place to ensure the quality and effectiveness of the services to be delivered.

### **Risk Management**

29. The Tender shall include a robust assessment of the key risks, detail their approach to risk management and how they propose to manage and mitigate risks for the duration of the contract. This will be revisited and reflected on and updated regularly throughout project implementation. The Supplier shall be proactive in identifying risks including conflict sensitivity risks or threats to programme delivery.

30. Suppliers should consider how they will adapt and respond to changes in context and any potential alterations to the project.

31. The Supplier will be required to identify financial and programme risks in order to undertake necessary mitigation actions. Any risk mitigations should be agreed in consultation with the Authority.

### **Gender sensitivity**

32. The Authority views gender equality and women's rights as central to promoting peace and stability overseas. This project will take into account any gender-related differences; consider its contribution to reducing inequality between persons of different gender; and ensure that the project does no harm to any particular gender group, with particular attention to safeguarding against sexual exploitation, abuse, and harassment risks.

33. As such, gender must be fully integrated across all aspects of the programme. The project design must be underpinned by a full gender analysis (completed in the Inception Phase) that is monitored and updated regularly, and that demonstrably shapes the project's design and implementation, with concrete commitments and action demonstrating the project is suitably privileging gender.

34. The UK is a strong supporter of the Women, Peace and Security (WPS) agenda in Jordan. Therefore, as well as demonstrating gender sensitivity, the Supplier must also be able to demonstrate how its approach will promote outcomes, which are equivalent to Gender Equality Marker Category 2.

## **Disability**

35. The UK is keen to maintain a focus on disability in its programmes. We take a rights-based approach to disability inclusion in line with the United Nations Convention on the Rights of Persons with Disabilities. This recognises that disability results from the interaction between persons with impairments and the society around them. It is caused by attitudinal and environmental barriers that hinder the full and effective participation in society on an equal basis with others.

36. The Tender shall include details about how the Bidder intends to design, develop and implement the project in ways that take into account the needs and capabilities of people with disability and other vulnerable groups.

## **Conflict sensitivity**

37. The Authority requires suppliers to take a robust approach to conflict sensitivity. This includes going beyond 'do no harm' principles to include maximising opportunities for positive effect on peacebuilding and conflict dynamics, such as improved community relations and enhanced mediation, and good governance.

38. The Authority also expects suppliers to demonstrate an understanding of how the project might affect/is affected by extremist groups and can contribute to addressing drivers and enablers of violent extremism. This requires a well-elaborated conflict sensitivity plan, including how conflict sensitivity will be brought into design (including processes, baseline analysis), implementation, monitoring, evaluation and lessons learning, and conflict sensitive communications. It requires the Supplier to have the required team capacities, and an approach to building the capacity of beneficiaries and other stakeholders on conflict sensitivity.

## **Climate and Environmental Considerations**

39. This programme (and the projects, interventions or events within them) must align with the principles of the Paris Agreement, as well as assess climate and environmental impact and risks, taking steps to ensure that no environmental harm is done.

- a. Suppliers should undertake proportionate climate risk assurance, i.e. assess physical climate risk to the programme and facilitate the programme's adaptation to a changing climate. You should identify current and future vulnerability and climate risks. Where risks are identified, you should assess and describe options for adaptation.

b. Suppliers should consider the risks and impacts of the programme (and the projects, interventions or events within them) to the environment. Where risks are identified, Suppliers should propose the necessary steps to ensure mitigating actions are in place to avoid harm. The five categories of environmental considerations are: waste efficiency, pollution, land degradation, biodiversity and water resources. Suppliers should also consider the opportunities to deliver positive environmental outcomes.

## **Duty of Care**

40. The Supplier is responsible for the safety and well-being of their Personnel and any Third Parties delivering activities under this Call-Off Contract. The Supplier is responsible for the appropriate security arrangements and documentation required for in-country personnel. The Supplier shall also be responsible for the provision of suitable security arrangements for their domestic and business property. The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that all Personnel register and receive briefing as outlined above. Travel advice is also available on the FCDO website and the Supplier must ensure all Personnel are briefed and up to date with the latest position.

41. The Supplier shall develop their tender response on the basis of being fully responsible for Duty of Care in line with the details provided above. They must confirm in their tender that:

- a. The Supplier fully accepts responsibility for security and Duty of Care.
- b. The Supplier understands the potential risks and have the knowledge and experience to develop an effective risk mitigation plan.
- c. The Supplier has the capability to manage their Duty of Care responsibilities throughout the life of the contract.
- d. If a bidder is unwilling or unable to accept responsibility for Duty of Care as detailed above, their tender will be viewed as non-compliant and excluded from further evaluation.

42. Acceptance of responsibility must be supported with evidence of capability. In providing evidence tenders should consider the following questions:

- a. Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications?
- b. Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident/comfortable that you can implement this effectively?
- c. Have you ensured or will you ensure that your staff are appropriately trained (including specialist training where required) before they are deployed, and will you ensure that on-going training is provided where necessary?
- d. Have you an appropriate mechanism in place to monitor risk on a live/on-going basis (or will you put one in place if you are awarded the contract)?



e. Have you ensured or will you ensure that your staff are provided with and have access to suitable equipment, and will you ensure that this is reviewed and provided on an on-going basis?

f. Have you appropriate systems in place to manage an emergency/incident if one arises?

## **Counter-Terrorism legislation**

43. Terrorism is a serious threat and given the countries the Authority operates in there is an increasing risk that the Authority resources could be diverted for use by terrorist organisations or for terrorist activity. The Authority is responsible for protecting its funds from diversion to these organisations. The Authority, along with our partners, have to comply with domestic and international law.

44. The Terrorism Act 2000 enables proscription of certain terrorist groups and makes it illegal to provide material assistance and support to individuals or groups knowing or having reasonable cause to suspect it will or may be used for terrorist purposes. This includes fund-raising, use and possession of money or other property and funding arrangements.

45. The Authority takes its own responsibility for protecting its funds from diversion to a proscribed organisation seriously and expects its partners to do the same. In line with UK legislation, throughout this project legal responsibility lies with the supplier who must undertake the appropriate checks to ensure it is not inadvertently funding or providing humanitarian goods to terrorist organisations. The Authority therefore expects all suppliers to demonstrate an awareness and policies to ensure compliance with UK counter-terrorism legislation.

46. Any suspicions and/or allegations of fraud, terrorist financing, money laundering, bribery, corruption, Sexual Exploitation, Abuse & Harassment (SEAH), by any person or any partner (including downstream delivery partners) connected to a FCDO programme or project, must be immediately reported to the Authority Fraud and Safeguarding Investigation Team in Internal Audit Department .

## **Cyber Security**

47. The project and its suppliers are likely to be the target of cyber-attack during the life of the project.

48. The Supplier must ensure that every effort is made to provide the project with effective cyber security provision. All IT must have up-to-date encryption installed, and its make/type should be specified in the proposal. The method of communication between the Supplier and the Authority will be confirmed once the contract has been awarded, and may include an end-to-end encrypted email service.

49. The Supplier should also consider anonymising beneficiaries and staff as necessary on documentation to remove any risk to individuals.

## **Asset Management**

50. The Supplier will need to set out how they will maintain, control and report on any assets purchased with project funds, mitigating against theft, damage or loss. An asset management plan should

be developed if assets exist and/or created within the delivery plan for this programme. The Authority will then determine how the assets are disposed of at the end of the programme as part of the closure activities. All assets will be disposed of in a way that represents best value for money with a clear record of decision making, including approval by the Authority's project SRO and in accordance with relevant legislation on asset disposal.

## **Safeguarding**

51. The Authority's aim across all its programming is to avoid doing harm by ensuring that their interventions do not sustain unequal power relations, reinforce social exclusion and predatory institutions, exacerbate conflict, contribute to human rights risks, and/or create or exacerbate resource scarcity, climate change and/or environmental damage, and/or increasing communities' vulnerabilities to shocks and trends. The Authority seeks to ensure their interventions do not displace/undermine local capacity or impose long-term financial burdens on partner governments, therefore, require partners to lead and robustly consider environmental and social safeguards through its own processes and to live up to the high standards in safeguarding and protection which the Authority requires.

## **Monitoring, Reporting, Evaluation and Learning (MREL)**

52. The Tender should include a robust, written analytical MREL framework in which measures the results and effectiveness of the programme. This framework will demonstrate quality where it sets out how and when progress on the contract will be assessed and understood, how assumptions will be tested and how learning will feed back into the planning to ensure project inputs.

53. The Supplier will also be expected to demonstrate how they will ensure an independent approach to assessing their delivery of the contract and be expected to co-operate with the regional Monitoring, Evaluation and Learning supplier.

## **REPORTING**

54. The Supplier shall submit the following reports to the project SRO as set out below:

55. **Monthly.** Written update of progress against each Output ahead of a monthly oversight meeting with the project lead. The exact proforma will be agreed during the Inception Phase, but as a principle, brevity is encouraged and the written update should include progress so far; successes, risks, issues and opportunities; financial forecast against agreed budget; Results Framework; and the work plan for each Output for the month ahead.

56. **Quarterly.** Formal quarterly report, the exact proforma will be agreed during the Inception Phase but in principle aligned to the work plan, Outcomes, Outputs; financial reporting, risk reporting, corruption or safeguarding concerns and the Results Framework.

57. **End of Phase.** Formal end of Phase report for each Phase, the exact proforma will be agreed during the Inception Phase but in principle aligned to work plan, Outputs; financial reporting and the Results Framework.

58. **Annually.** Formal annual report, the exact proforma will be agreed during the Inception Phase but in principle aligned to the work plan, Outcomes, Outputs; financial reporting, financial audit report and the Results Framework.

59. **End of project.** End of project report, the exact proforma to be agreed but in principle aligned to the work plan; lesson learnt; assessment of project success; Outputs; Financial Reporting, the Results Framework and Exit Plan.

60. **Meetings.** The Supplier shall meet with the Authority on a monthly basis; at the end of each phase; for an annual review; and as otherwise reasonably requested. Meetings will generally be held in person at the delivery site or as otherwise agreed.

### **Break points**

61. The contract will contain break clauses at the end of Phase one, aligned to the UK financial year. Decisions will be made on continued feasibility/viability of the project in line with strategic objectives, performance against achievement of Deliverables, Key Performance Indicators, Budget availability and prevailing Authority priorities.

### **Financial Management and Payments**

62. The payment schedule will be set out in line with the project delivery work plan and agreed Activity Based Budget (ABB).

63. Where the Services will be provided on a fixed price basis, then the fixed price shall be paid in accordance with the provisions of the Call-Off Contract.

64. Where the Services will be provided on an activity or time and materials basis, then the price shall be paid in accordance with the provisions of the Call-Off Contract.

65. A detailed ABB will be delivered by the end of the Inception Phase and will include monthly expenditure forecasts. This will be updated monthly.

66. The Bidder will be required to provide a detailed breakdown on a proposed budget allocation throughout the life of the contract and demonstrate how it provides good value for money.

67. Payments will be made in arrears in accordance with the CSSF Framework Agreement or by results as explained above. Any unspent annual budget will not be automatically transferred to the next financial year.

68. Proposals should be made in British Pound Sterling (GBP) and the Supplier will be required to report and receive payment in GBP. *Please note that managing exchange risk fluctuations is the responsibility of the Supplier.*

69. Expenses, to be borne by the supplier, (including but not limited to Travel, Subsistence, Accommodation, Office Costs etc) shall be paid monthly in arrears and shall be based on actuals, with the Price Schedule unit rates as a ceiling (provided they are in line with the overall budget agreed with the Authority policy on expenses).

70. The Supplier shall provide an annual financial report of the project based on the UK financial year. The Supplier shall submit a final report to the Authority (3) months after the end of the project.

71. The Authority reserves the right to commission an additional external auditor and conduct financial spot checks during the life of the contract. Should the Authority exercises this right, all costs shall be funded by the Authority.

72. **Point of Contact.** Defence Section CSSF Programme Manager.

**Redacted: Under FOIA Section 40, Personal Information** Defence Section, British Embassy  
Amman, Damascus Street Tel: **Redacted: Under FOIA Section 40, Personal Information**

## **Annex 2 – Schedule of Prices & Rates**

[\(back to Contents\)](#)

**Redacted: Under FOIA Section 43, Commercial Interests Exemption**

Line Number	Specification	DofQ	Total Qty	Delivery Date	Firm Price (£) Ex VAT
1	The supplier is to provide their own milestone payment plan in line with the requirements as detailed in the Schedule of Requirements				
2					
3					

**Redacted: Under FOIA Section 43, Commercial Interests Exemption**

	Please provide a breakdown of the Total Firm Price provided at Line 1 above	£ Each	Qty
i	Rate of Man Training Days (Please state No. of Man days)		
ii	Other (Please state)		
iii	Other (Please state)		

**Redacted: Under FOIA Section 43, Commercial Interests Exemption**

	Please provide a breakdown of the Total Firm Price provided at Line 2 above	£ Each	Qty
i	Rate of Man Training Days (Please state No. of Man days)		
ii	Other (Please state)		
iii	Other (Please state)		

### **Annex 3 – Security Risk Disclaimer**

[\*\(back to Contents\)\*](#)

1. This Annex is not used for this requirement.
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## **Annex 4 – Processing, Personal Data & Data Subjects**

[\(back to Contents\)](#)

This Annex 4 shall be completed by the Controller, where required on a Call-Off Contract by Call-Off Contract basis, who may take account of the view of the Processor, however the final decision as to the content of this Annex 4 shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: TBC
2. The contact details of the Processor's Data Protection Officer are: TBC
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex 4.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, and in relation to Call-Off Contract 701027429, the Customer is the Controller and the Supplier is the Processor in accordance with Clause 32.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the Call-Off Contract to provide the service.
Duration of the processing	During the delivery of the courses which are to take place in Feb/Mar 2021, Mar 2022 and Mar 2023
Nature and purposes of the processing	The Processor will have the names of students and their ENDF unit details these details will be used to produce Course certificates for students.
Type of Personal Data being Processed	Student name and their ENDF unit details
Categories of Data Subject	Students (these are members of the Ethiopian National Defence Force)
Plan for return and destruction of the data once the processing is complete  UNLESS requirement under union or member state law to preserve that type of data	Any records containing Student details will be destroyed within 5 working days of the course ending.

## **Annex 5 – Insurances**

[\(back to Contents\)](#)

### **REQUIRED INSURANCES (SCHEDULE 3 OF THE FRAMEWORK AGREEMENT REFERS)**

**CALL-OFF CONTRACT REFERENCE: 701027429**

#### **PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE**

##### **1.INSURED**

- 1.1 The Supplier.

##### **2.INTEREST**

- 2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

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

loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 3) and arising out of or in connection with the provision of the Services and in connection with this Call-Off Contract.

##### **3.LIMIT OF INDEMNITY**

- 3.1 Not less than £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) in respect of any one occurrence, the number of occurrences being unlimited, but £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) for any one occurrence and in the aggregate per annum in respect of products and pollution liability.

##### **4.TERRITORIAL LIMITS**

- 4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

##### **5.PERIOD OF INSURANCE**

- 5.1 From the commencement date of the Call-Off Contract for the term of the Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing.

##### **6.COVER FEATURES AND EXTENSIONS**

- 6.1 Indemnity to principals clause.

##### **7.PRINCIPAL EXCLUSIONS**

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.



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

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

#### **8. MAXIMUM DEDUCTIBLE THRESHOLD**

8.1 Not to exceed £5,000 for each and every third party property damage claim (personal injury claims to be paid in full).

#### **9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3**

9.1 Not applicable.

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### **PART B: PROFESSIONAL INDEMNITY INSURANCE**

#### **1. INSURED**

1.1 The Supplier.

#### **2. INTEREST**

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

#### **3. LIMIT OF INDEMNITY**

3.1 Not less than £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) in respect of any one claim and in the aggregate per annum.

#### **4. TERRITORIAL LIMITS**

4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

#### **5. PERIOD OF INSURANCE**

5.1 From the date of this Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the term of the Call-Off Contract or until earlier termination of the Call-Off Contract and (b) for a period of 6 years thereafter.

#### **6. COVER FEATURES AND EXTENSIONS**

6.1 Retroactive cover to apply to any claims made policy wording in respect of this Call-Off Contract or retroactive date to be no later than the commencement date of the Call-Off Contract.

#### **7. PRINCIPAL EXCLUSIONS**

7.1 War and related perils

7.2 Nuclear and radioactive risks

#### **8. MAXIMUM DEDUCTIBLE THRESHOLD**

8.1 Not to exceed £5,000 each and every claim.

#### **9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3**

9.1 Not applicable.

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## **PART C: UNITED KINGDOM COMPULSORY INSURANCES**

### **10. GENERAL**

10.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

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## **Annex 6 – Supplier Code of Conduct**

*(APPENDIX B OF THE FRAMEWORK AGREEMENT REFERS)*

[\*\(back to Contents\)\*](#)

## **Annex 6 – Supplier Code of Conduct**

*(APPENDIX B OF THE FRAMEWORK AGREEMENT REFERS)*

[\*\(Back to Contents\)\*](#)

May 2022: All CSSF Framework suppliers are advised that the FCDO has centrally updated its Supplier Code of Conduct. The most up to date version is available online along with supplier guidance and related FAQs.

<https://www.gov.uk/government/organisations/foreign-commonwealth-development-office/about/procurement#supply-partner-compliance>

In accordance with the CSSF Framework Agreement CPG/2350/2018, page 1, Section 1 “*The contract is based on the Department for International Development (DfID) standard terms and conditions and includes the Authority’s Supplier Code of Conduct, both of which will continue to be updated from time to time*” this CSSF Call-Off Contract now incorporates the updated Supplier Code of Conduct below.



## FCDO Supply Partner Code of Conduct

### Principles

The FCDO aims to create an inclusive culture of best practice with the delivery partners with whom it engages and which receive UK taxpayers' funds. All Supply Partners should adhere to the overarching principles of the Supply Partner Code of Conduct (hereafter "the Code").

#### Overarching Principles for Supply Partners

- ✓ **Act responsibly and with integrity**
- ✓ **Be transparent and accountable**
- ✓ **Seek to improve value for money**
- ✓ **Demonstrate commitment to poverty reduction and FCDO priorities<sup>1</sup>**
- ✓ **Demonstrate commitment to wider HMG priorities<sup>2</sup>**

### FCDO Supply Partner responsibilities

Supply Partners and their subcontractors (delivery chain partners) should ensure they have read and understood the Code and their required compliance level and seek clarification from FCDO where necessary. In particular, it is important that the Supply Partners and their subcontractors (delivery chain partners) understand any risks and have systems in place to manage them. The 3 compliance levels are:

**Compliance Level 1** - Supply Partners with an individual contract value of £1m or above, or two or more contracts/grants with FCDO with a combined value of £5m or above;

**Compliance Level 2** - Supply Partners with an individual contract value below £1m, or two or more contracts /grants with FCDO with a value of less than £5m;

**Compliance Level 3** - Supply Partners with an individual Contract value, or component of a Contract/Grant, with a value below the EU contracting threshold. At this level Supply Partners are required to adhere to the overarching Code principles and recognise, mitigate and manage risks. These Supply Partners will not be monitored against the contractual KPIs.

<sup>1</sup> <https://www.gov.uk/government/organisations/foreign-commonwealth-development-office/about>

<sup>2</sup> <https://www.gov.uk/government/organisations/hm-treasury/about#priorities>

[Type here]

## Scope

This Code forms part of the FCDO's standard contractual terms and conditions and full compliance and annual verification via a signed declaration, to be found at Annex 1b, is mandatory for contracted Supply Partners.

Adherence to the Code at the appropriate level is also a requirement for FCDO direct and delivery chain Supply Partners in receipt of funding. The FCDO will monitor Supply Partners in six priority areas as set out below using a set of Key Performance Indicators (KPIs) as referenced in Annex 1a and 1b.

### **1. Value for Money and Governance** Key Performance Indicators KPI 1 a - c

Value for Money and financial transparency is an essential requirement of all FCDO commissioned work. All Supply Partners must seek to maximise development results, whilst driving cost efficiency, throughout the life of commissioned programmes. This includes budgeting and pricing realistically and appropriately to reflect delivery requirements and levels of risk over the life of the programme. It also includes managing uncertainty and change to protect value in the often challenging environments that we work in.

Supply Partners must demonstrate that they are pursuing continuous improvement and applying stringent financial management and governance to reduce waste and improve efficiency in their internal operations and within the delivery chain. FCDO expects Supply Partners to demonstrate openness and honesty and to be realistic about capacity and capability at all times, accepting accountability and responsibility for performance along the full delivery chain, in both every-day and exceptional circumstances.

#### **Specific requirements include:**

- ✓ Provision of relevant VfM and governance policies and a description of how these are put into practice to meet FCDO requirements (e.g. Codes on fraud and corruption, due diligence);
- ✓ A transparent, open book approach, which enables scrutiny of value for money;
- ✓ Strict adherence to all UK and in-country government tax requirements;
- ✓ Processes for timely identification and resolution of issues and for sharing lessons learned which might be requested by FCDO at any time.

## **2. Ethical Behaviour**

### **Key Performance Indicators KPI 2 a- f**

FCDO Supply Partners and their delivery chain partners act on behalf of the UK government and interact globally with country governments, other aid donors and their delivery partners, many stakeholders including citizens and directly and indirectly with aid beneficiaries. These interactions must therefore meet the highest standards of ethical and professional behaviour in order to uphold the reputation of the UK government.

Arrangements and relationships entered into, whether with or on behalf of FCDO, must be free from bias, conflict of interest or the undue influence of others. Particular care must be taken by Supply Partner and delivery chain staff who:

- a) are directly involved in the management of a programme or procurement of services; or
- b) who engage with i) frontline FCDO staff ii) other deliverers of aid iii) beneficiaries (of aid)

Where those in a) and b) could be susceptible to undue negative or detrimental influence.

Supply Partners and their delivery chain partners must declare to FCDO where there may be instances or allegations of previous unethical behaviour by an existing or potential staff member or where there is a known or suspected conflict of interest. Where a potential or existing staff member has been employed by FCDO or the Crown in the preceding two years Supply Partners and their delivery chain partner must provide proof of compliance with the HMG approval requirements under the Business Appointment Rules.

Supply Partners and their delivery chain partners must have the following policies and procedures in place:

- ✓ Development and proof of application and embedding of a Staff Recruitment, Management and Retention policy (which must address circumstances where there may be potential or actual conflict of interest and embedding of a Whistleblowing Policy)
- ✓ Ongoing monitoring of potential or existing personal, business or professional conflict of interest and their mitigation and management
- ✓ Ethical training for every staff member and staff updates in ethical working practices suitable to the development sector (e.g. UN Global Compact principles) including awareness of modern day slavery and human rights abuses
- ✓ Procedures setting out how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance and any suspicions/allegations/concerns which relate to safeguarding to the FCDO Investigations Department at [reportingconcerns@fcdo.gov.uk](mailto:reportingconcerns@fcdo.gov.uk) or on +44(0)1355 843747.

### 3. Transparency and Delivery Chain Management

#### Key Performance Indicators KPI 3 a – f

The FCDO requires full delivery chain transparency from all Supply Partners. All direct Supply Partners and their delivery chain partners must adhere to wider HMG policy initiatives including the support and capacity building of micro, small and medium sized enterprises (MSMEs), prompt payment, adherence to human rights and modern slavery policies and support for economic growth in developing countries.

The FCDO recognises the critical value that downstream delivery partners contribute. Direct Supply Partners must engage their delivery chain partners in a manner that is consistent with FCDO's treatment of its direct Supply Partners. This includes, but is not limited to: appropriate pricing of services; fiduciary and financial risk management processes; applying transparent and responsive measures where delivery chain partners underperform against the KPI areas; taking a zero tolerance approach to tax evasion, corruption, bribery and fraud in subsequent service delivery or in partnership agreements. Direct Supply Partners must cascade the principles of the Code throughout their delivery chain to ensure FCDO ethical behaviour standards are embedded and maintained.

#### **Specific requirements for direct Supply Partners include:**

- ✓ Provide assurance to the FCDO that the policies and practices of their delivery chain Supply Partners and affiliates comply with the Code;
- ✓ Maintaining and sharing with FCDO up-to-date and accurate records of all downstream partners in receipt of FCDO funds and/or FCDO funded inventory or assets. This should map how funds flow from them to end beneficiaries and identify risks and potential risks along the delivery chain;
- ✓ Ensuring delivery chain partner employees are expressly notified of the FCDO 'reporting concerns' mailbox<sup>3</sup> found on FCDO's external website and of the circumstances in which this should be used;
- ✓ Publication of FCDO funding data in accordance with the International Aid Transparency Initiative (IATI)<sup>4</sup>
- ✓ Supply Partners shall adhere to HMG prompt payment policy and not use restrictive exclusivity agreements with sub-partners.

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<sup>3</sup> <https://www.gov.uk/government/organisations/department-for-international-development/about#reporting-fraud>

<sup>4</sup> <http://www.aidtransparency.net/>

#### **4. Environmental issues**

##### **Key Performance Indicators KPI 4 a – b**

FCDO Supply Partners must be committed to high environmental standards, recognising that FCDO activities may change the way people use and rely on the environment, or may affect or be affected by environmental conditions. Supply Partners must demonstrate they have taken sufficient steps to protect the local environment and community they work in, and to identify environmental risks that are imminent, significant or could cause harm or reputational damage to the FCDO.

##### **Commitment to environmental sustainability may be demonstrated by:**

- ✓ Formal environmental safeguard policies in place;
- ✓ Publication of environmental performance reports on a regular basis
- ✓ Membership or signature of relevant environmental Codes, both directly and within the delivery chain such as conventions, standards or certification bodies (e.g. the Extractive Industries Transparency Initiative<sup>5</sup>).

#### **5. Terrorism and Security**

##### **Key Performance Indicators KPI 5 a – d**

FCDO Supply Partners must implement due diligence processes to provide assurance that UK Government funding is not used in any way that contravenes the provisions of the Terrorism Act 2000, and any subsequent regulations pursuant to this Act.

FCDO Supply Partners must maintain high levels of data security in accordance with the Data Protection Act 1998 and any subsequent regulations pursuant to this Act, or new Act and with the General Data Protection Regulation (Directive 95/46/EC).

##### **Specific requirements:**

- ✓ Development and proof of application and embedding of a comprehensive Terrorism and Security Policy
- ✓ Development and proof of application and embedding of personal data processing processes within a Data Protection Policy

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<sup>5</sup> <https://eiti.org/>



- ✓ FCDO Supply Partners must safeguard the integrity and security of their IT and mobile communications systems in line with the HMG Cyber Essentials Scheme<sup>6</sup>. Award of the Cyber Essentials or Cyber Essential Plus badges would provide organisational evidence of meeting the UK Government-endorsed standard;
- ✓ All FCDO Supply Partners who manage aid programmes with a digital element must adhere to the global Principles for Digital Development<sup>7</sup>, which sets out best practice in technology-enabled programmes
- ✓ Ensure that FCDO funding is not linked to terrorist offences, terrorist activities or financing.

## **6. Safeguarding, Social Responsibility and Human Rights**

Key Performance Indicators: KPI 6 a – d

Safeguarding, social responsibility and respect for human rights are central to FCDO's expectations of its Supply Partners. Supply Partners must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within complex delivery chain environments funded by FCDO. These practices include sexual exploitation, abuse and harassment; all forms of child abuse and inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture or disability. Supply Partners must place an emphasis on the control of these and further unethical and illegal employment practices, such as modern day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers and aid recipients. FCDO will expect a particular emphasis on the management of these issues in high risk fragile and conflict affected states (FCAS), with a focus on ensuring remedy and redress if things go wrong.

### **Specific requirements:**

- ✓ Development and proof of application and embedding of a Safeguarding Policy;
- ✓ Delivery of Social Responsibility, Human Rights and Safeguarding training throughout the delivery chain;
- ✓ Compliance level 1 Supply Partners must be fully signed up to the UN Global Compact<sup>8</sup>;
- ✓ Practices in line with the International Labour Organisation (ILO) 138<sup>9</sup> and the Ethical Trading Initiative (ETI) Base Code<sup>10</sup> are to be encouraged throughout the delivery chain;
- ✓ Policies to embed good practice in line with the UN Global Compact Guiding Principles 1 & 2 on business and human rights throughout the delivery chain are required, as detailed in Annex 2;
- ✓ Compliance level 1 Supply Partners to submit a Statement of Compliance outlining how the organisation's business activities help to develop local markets and institutions and further how they contribute to social and environmental sustainability, whilst complying with international principles on Safeguarding and Human Rights labour and ethical employment, social inclusion and environmental protection;
- ✓ Overarching consideration given to building local capacity and promoting the involvement of people whose lives are affected by business decisions.

<sup>6</sup> <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

<sup>7</sup> <http://digitalprinciples.org/>

<sup>8</sup> <https://www.unglobalcompact.org/what-is-gc/mission/principles>

<sup>9</sup> [http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:C138](http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138)

<sup>10</sup> <http://www.ethicaltrade.org/eti-base-code>

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### **Compliance KPIs and contractual checking mechanisms - FCDO Contracts**

Maintaining standards of assurance and driving sustainable improvements, in connection with the Code's principles through Supply Partner relationships is a key focus for the FCDO.

Supply Partner and delivery chain compliance checking processes will take place in accordance with the agreed compliance levels and the specific contractual clauses down the delivery chain, the FCDO shall undertake compliance checks.

Where appropriate, a plan setting out the Code of Conduct delivery methodology for the Supply Partner arrangements during the contract term may be jointly developed with the FCDO during Contract mobilisation.

}		KPI target	Specific Contractual link	Checking mechanism
i.	Declaration of acceptance of the FCDO Supply Partner Code of Conduct	Annual declaration submitted by contracted Supply Partner on behalf of delivery chain	Contract Terms and Conditions Clause 5.1 and Clause 7.7	Declaration of acceptance at the applicable level of compliance with each of the 6 sections received
	Declaration of sign up to the UN Global Compact	Annual declaration submitted by the direct Supply Partner	Standard Selection Questionnaire (SSQ)	Declaration of applicable sign up / application received
1.	<b><u>VfM and Governance standards</u></b>			
a)	Economic and governance policies in practice	Annual updated documentation provided  (copy of Policies with detailed	Terms and Conditions Clauses 13, 14 & 15	Annual contract review/programme management

		annual financial breakdown relating to contract)		Audit checks Compliance checks
<b>b)</b>	<p>VfM being maximised over the life of a contract</p> <ol style="list-style-type: none"> <li>1. By confirmation of annual profit level fluctuations since tender submittal</li> <li>2. by timely identification and resolution of issues</li> <li>3. ensuring lessons learned are shared</li> </ol>	Updated documentation submitted once annually	<p>Contract T&amp;Cs Clauses 15 &amp; 20</p> <p>Terms of Reference</p> <p>Terms of Reference</p>	<p>Compliance checks</p> <p>Annual contract review/programme management</p> <p>Compliance checks</p> <p>Annual contract review/programme management</p> <p>Compliance checks</p>
<b>c)</b>	<p><u>Tax Declaration (HMRC format)</u></p> <ul style="list-style-type: none"> <li>• Tax the organisation paid on profits made in the last 3 years, and in which countries</li> <li>• Compliance with relevant country level tax regulations fully understood and met</li> </ul>	Annually updated documentation submitted by contracted supplier and on behalf of delivery chain partners	<p>Terms and Conditions Clauses 15, 23 &amp; 24</p> <p>Terms of reference</p>	<p>Annual return</p> <p>Compliance checks</p>
<b>2.</b>	<b><u>Ethical Behaviour</u></b>			
<b>a)</b>	Recruitment policy (which must address circumstances where there may be potential or actual conflict of interest)	Updated policy documentation submitted once annually by contracted supplier and on behalf of delivery chain partners	Terms and Conditions Clauses 6, 51 & 54	<p>Annual return</p> <p>Compliance checks</p>
<b>b)</b>	Ongoing conflict of interest, mitigation and management	As 2a. above	Terms and conditions Clause 54	<p>Annual return</p> <p>Compliance checks</p>
<b>c)</b>	Refresher ethical training and staff updates (including disclosure restrictions on FCDO confidential information)	<p>Copy of training logs provided</p> <p>Delivery in accordance with</p>	Terms and conditions Clause 6, 29, 51 & 54	<p>Annual return</p> <p>Compliance checks</p>

		training programme in place		
d)	A workforce whistleblowing policy	Continuous workforce awareness maintained  Policy in place	Terms and Conditions Clause 48	Annual return  Compliance checks
e)	<ol style="list-style-type: none"> <li>1. Procedures setting out how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance or any suspicions/allegations/concerns which relate to safeguarding to the Investigations Department at <a href="mailto:reportingconcerns@fcdo.gov.uk">reportingconcerns@fcdo.gov.uk</a> or on +44(0)1355 843747</li> <li>2. Employees working on FCDO Contracts fully aware of the FCDO external website reporting concerns mailbox</li> </ol>	<p>Continuous awareness maintained</p> <p>Procedure in place</p> <p>Continuous awareness maintained</p>	<p>Terms and Conditions Clauses 6, 48 &amp; 54</p> <p>Terms and Conditions Clause 48</p>	<p>Annual return</p> <p>Compliance checks</p> <p>Annual return</p> <p>Compliance checks</p>
f)	<p>Declarations of direct or subcontractor staff members proposed to work on FCDO funded business if employed by FCDO or the Crown in the preceding two years.</p> <p>Supply Partners and their subcontractors must provide proof of compliance with the HMG approval requirements under the <a href="#">business appointment rules</a></p>	<p>Details submitted as applicable</p>	<p>Terms and Conditions Clause 48</p> <p>HMG <a href="#">business appointment rules</a></p>	<p>Annual return</p> <p>Compliance checks</p> <p>Contract management</p>
3.	<b><u>Transparency and Delivery Chain Management</u></b>			
a)	IATI compliance for Supply Partner and their delivery chain Supply Partners	Updated documentation submitted once annually	Contract Terms and Conditions Clause 28	<p>Tender evaluation</p> <p>Periodic spot checks</p> <p>Compliance checks</p>
b)	Up to date and accurate records of all delivery chain Supply Partners	Updated documentation submitted in accordance with Clause 26.7	<p>Contract Terms &amp; conditions Clause 9 &amp; 28</p> <p>Tender submittal – delivery chain</p>	<p>Annual return</p> <p>Compliance checks</p> <p>Contract management</p>

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c)	Policies and practices for the management of delivery chain partners and affiliates aligned to the FCDO Supply Partner Code of Conduct	Updated documentation submitted annually	Contract Terms & conditions Clause 7	Contract management processes Periodic spot checks Compliance checks
	Tax evasion, bribery, corruption and fraud - statements of assurance provided	Updated documentation submitted once annually	Contract Terms and Conditions 23 & 24	Periodic and annual return spot checks Compliance checks
d)	All delivery chain partner employees working on FCDO Contracts fully aware of the FCDO reporting concerns mailbox	Updated documentation submitted once annually	Contract Terms & Conditions Clause 48	Periodic and annual return spot checks
e)	HMG prompt payment policy adhered to by all delivery chain partners	Updated documentation submitted once annually	Contract Terms & conditions 7	HMG spot checks Compliance checks Annual return
f)				
4.	<b><u>Environmental Issues</u></b>			
a)	1.Steps in place to identify environmental risks (e.g. by maintaining a risk register) Ensuring legislative requirements are being met  2. Formal context specific environmental safeguarding policies in place to ensure legislative requirements are being met	Updated documentation submitted once annually	Contract Terms & Conditions Clause 53 and ToRs	Contract management  Periodic and annual return spot checks Compliance checks
b)	Published annual environmental performance reports  <b><u>Net zero by 2050 tracking</u></b>	Updated documentation submitted once annually	Contracts ToRs	Periodic and annual return spot checks
5.	<b><u>Terrorism and Security</u></b>			
a)	Up to date status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or financing	Updated documentation submitted if and when changes	Standard Selection Questionnaire (SSQ)	Annual return Spot checks Compliance checks

[Type here]

b)		identified since tender submittal		Annual contract review
	Certification at or above the level set out in the tender submittal	Updated documentation submitted if changes identified since tender submittal	Standard Selection Questionnaire (SSQ)	Annual return Compliance checks
	Data managed in accordance with the FCDO Security Policy and systems in accordance with the HMG Cyber Essentials Scheme	Updated documentation submitted if changes identified since tender submittal	Contract T&Cs Clause 32 & 33	Compliance checks
c)	Best practice global Principles for Digital Development in place	Updated documentation submitted if changes identified since tender submittal	Terms of reference (TORs)	Annual contract review Compliance checks
d)				
6.	<b><u>Safeguarding, Social Responsibility and Human Rights</u></b>			
a)	Provision of a current internal document demonstrating good practice and assuring compliance with key legislation on international principles on labour and ethical employment	Confirmation of UN Global Compact Membership	Standard Selection Questionnaire	Tender evaluation  Annual return Compliance checks
b)	Agreed level of measures in place and cascaded to assure the prevention of actual, attempted or threatened sexual exploitation or abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any activities relating to FCDO funded work. Robust procedures for the reporting of suspected misconduct, illegal acts or failures to investigate in place	Updated documentation submitted once annually	Contract T&Cs Clause 50	Tender evaluation, Compliance checks
c)				

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d)	Recognition of the ILO standards  Membership of Ethical Trading Initiative (ETI)	Membership number		Compliance checks
	<p>1.Principles cascaded to employees and delivery chain partners via an internal policy or written outline of good practice service delivery approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1 &amp; 2</p> <p>2. Number and details of any organisational safeguarding allegations reported</p> <p>3.Level of commitment in relation to the Contract evident in delivery practices in line with the workplace and community guidance provided in the FCDO Supply Partner Code of Conduct Annex 2</p>	<p>Updated documentation submitted annually</p> <p>Updated documentation submitted if and when changes identified since tender submittal</p> <p>Updated documentation submitted annually</p>	<p>Contract T&amp;Cs Clause 50</p>	<p>Annual return</p> <p>Compliance checks</p> <p>Annual checks</p> <p>Compliance checks</p> <p>Tender evaluation</p> <p>Compliance checks</p>



**Contractual Annual Compliance Declaration**

Prior to Contract Award and thereafter on an annual basis at the end of each financial year, the Supply Partner is required to submit a Compliance Declaration in connection with the management of any FCDO Contract in place and on behalf of their delivery chain partners. Supply Partners should be aware that spot check compliance monitoring will take place to verify responses.

**Supply Partner Compliance Declaration**

**Key:**

**Contractual Requirement:**

**X denotes full compliance 1 required**

**O denotes reduced compliance level 2, unless otherwise stipulated in contractual Terms of Reference**

**Compliance Level 1**

Supply Partners with an individual contract value of £1m or above, or two or more contracts funded by FCDO with a combined value of £5m or above.

**Compliance Level 2**

Supply Partners with an individual contract value below £1m, or two or more contracts funded by FCDO with a value of less than £5m.

**Compliance Level 3**

Supply Partners with an individual contract value or component of a contract funded by FCDO with a value below the EU Threshold. At this level Supply Partners are required to adhere to the overarching Code principles and recognise, mitigate and manage risks but will not be monitored against the contractual KPIs.

[Type here]

KPI Compliance Area		Supply Partner Compliance Level		Commentary	CEO Signatory	Signature & date of signing
		1	2			
1.	<b><u>VfM and Governance standards</u></b>					
a)	Evidence of how economic and governance policies work in practice	X	O			
b)	VfM maximisation over contract life 1. Annual confirmation of % profit on contract 2. timely identification and resolution of issues 3. ensuring lessons learned are shared	X  X  X	X  X  O			
c)	<u>Tax Declaration (HMRC format)</u> Comply with all tax requirements	X	X			
2.	<b><u>Ethical Behaviour</u></b>					
a)	Adherence to agreed conflict of interest management procedures	X	X			
b)	Evidence of workforce ethical training updates taking place	X	X			
c)	Confirmation of direct and delivery chain partner compliance with the HMG approval requirements under the Business Appointment Rules.	X	X			
d)	Confirmation and full evidence of awareness of an up to date workforce whistleblowing policy	X	X			
e)	Procedures in place and full evidence of awareness of how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance or any suspicions/allegations/concerns which relate to safeguarding to the Investigations Department (CFWU) at <a href="mailto:reportingconcerns@fcdo.gov.uk">reportingconcerns@fcdo.gov.uk</a> or on +44(0)1355 843747	X	X			
f)	HMG Business appointment rules followed - Conflict of Interest(COI) declarations made for direct or delivery chain staff members proposed to	X	X			

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	work on FCDO funded business if employed by FCDO or the Crown in the preceding two years.					
<b>3.</b>	<b><u>Transparency and Delivery Chain Management</u></b>					
<b>a)</b>	Supply Partner and delivery chain partners IATI compliant	X	O			
<b>b)</b>	Provision of up to date and accurate records of all delivery chain Supply Partners provided within the required frequencies, including annual contractual spend on SME's, women owned businesses and modern apprenticeships in place	X	O			
	Verification that policies and practices for the management of delivery chain Supply Partners are aligned to the FCDO Supply Partner Code of Conduct i.e. by demonstrating delivery chain governance arrangements in place	X	O			
<b>c)</b>	Assurance there has been no change to previous statements provided in relation to tax evasion, bribery, corruption and fraud	X	X			
	Confirmation that all delivery chain Supply Partners' employees working on FCDO Contracts are fully aware of the FCDO external website reporting concerns mailbox	X	X			
<b>d)</b>	Confirmation of adherence to HMG prompt payment policy with all their delivery chain Supply Partners	X	O			
<b>e)</b>						
<b>f)</b>						
<b>4.</b>	<b><u>Environmental Issues</u></b>					
<b>a)</b>	Environmental risks identified (e.g. by maintaining a risk register) with formal context specific environmental safeguarding policies in place	X	O			
<b>b)</b>	Annual published environmental performance reports	X	O			
	Net zero by 2050 tracking in place					

[Type here]

5.	<b><u>Terrorism and Security</u></b>					
a)	Up to date status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or financing	X	X			
b)	No engaged employees or delivery chain partner personnel appears on the Home Office Prescribed Terrorist Organisations List	X	X			
c)	Data is managed in accordance with the FCDO security policy and systems are in accordance with the HMG cyber essentials scheme	X	X			
d)	Adherence to the best practice global principles for digital development	X	O			
6.	<b><u>Safeguarding, Social Responsibility and Human Rights</u></b>					
a)	Provision of a document demonstrating current organisational good practice and assuring compliance with key legislation on international principles on labour and ethical employment (to include Modern Day Slavery Act 2015 compliance detail)	X	O			
b)	Organisational procedures in place directly, and within the delivery chain:  1.To prevent actual, attempted or threatened sexual exploitation and abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any activities relating to FCDO funded work  2.For reporting suspected misconduct, illegal acts or failures to investigate actual attempted or threatened sexual exploitation or abuse	X	X			
c)		X	X			
d)	Current membership of UN Global Compact	X	O			
	Current membership of ETI	O	O			

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	1.Evidence of cascade to employees of an internal policy or written outline of good practice service delivery approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1&2 demonstrating an appropriate level of commitment in relation to the Contract	X	O			
	2.Numbers and details of organisational safeguarding allegations reported					
	3. Examples of delivery practice that demonstrate commitments in line with workplace and community in line with UN Global Compact Principles 1 & 2 (Annex 2)	X	X			
		X	O			

**UN Global Compact – Human Rights**

**Principle 1:** businesses should support and respect the protection of internationally proclaimed Human Rights

**Principle 2:** businesses should ensure they are not complicit in Human Rights abuse

Organisations should do this by giving attention to vulnerable groups including women, children, people with disabilities, indigenous groups, migrant workers and older people.

Organisations should comply with all laws, honouring international standards and giving particular consideration to high risk areas with weak governance.

Examples of how suppliers and partners should do this are set out below:

**In the workplace**

- by providing safe and healthy working conditions
- by guaranteeing freedom of association
- by ensuring non-discrimination in personnel practices
- by ensuring that they do not use directly or indirectly forced labour or child labour
- by providing access to basic health, education and housing for the workers and their families, if these are not provided elsewhere
- by having an affirmative action programme to hire victims of domestic violence
- by making reasonable accommodations for all employees' religious observance and practices

**In the community**

- by preventing the forcible displacement of individuals, groups or communities
- by working to protect the economic livelihood of local communities
- by contributing to the public debate. Companies interact with all levels of government in the countries where they operate. They therefore have the right and responsibility to express their views on matters that affect their operations, employees, customers and the communities of which they are a part
- through differential pricing or small product packages create new markets that also enable the poor to gain access to goods and services that they otherwise could not afford
- by fostering opportunities for girls to be educated to empower them and also helps a company to have a broader and more skilled pool of workers in the future, and
- perhaps most importantly, a successful business which provides decent work, produces quality goods or services that improve lives, especially for the poor or other vulnerable groups, is an important contribution to sustainable development, including human rights
- If companies use security services to protect their operations, they must ensure that existing international guidelines and standards for the use of force are respected

[\(Back to Contents\)](#)

## DEFFORM 111

### DEFFORM 111

#### Appendix - Addresses and Other Information

##### 1. Commercial Officer

Name: Redacted: Under FOIA Section 40, Personal Information

Address: Redacted: Under FOIA Section 40, Personal Information Email: Redacted: Under FOIA Section 40, Personal Information ☎☎ Redacted: Under FOIA Section 40, Personal Information

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

Name: Redacted: Under FOIA Section 40, Personal Information

Address: Redacted: Under FOIA Section 40, Personal Information

Email: Redacted: Under FOIA Section 40, Personal Information ☎☎ Redacted: Under FOIA Section 40, Personal Information

##### 3. Packaging Design Authority Organisation & point of contact:

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

☎☎

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

Branch/Name:

☎☎

(b) U.I.N. D0096G

##### 5. Drawings/Specifications are available from N/A

##### 6. Intentionally Blank

##### 7. Quality Assurance Representative: N/A

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

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

##### 8. Public Accounting Authority

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

☎☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ☎☎ 44 (0) 161 233 5394



**9. Consignment Instructions** The items are to be consigned as follows: N/A

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

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

Air Freight Centre

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

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

Surface Freight Centre

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

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

**B.JSCS**

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

JSCS Fax No. 01869 256837

[www.freightcollection.com](http://www.freightcollection.com)

**11. The Invoice Paying Authority**

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

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

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

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

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

**\* NOTE**

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

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

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

## **DEFFORM 539A - Tenderer's Sensitive Information**

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 the publication of any information.

ITT Ref No:
Description of Tenderer's Sensitive Information:
Cross Reference(s) to location of Sensitive Information in Tender:
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:

[Type here]

## **General Conditions**

### **Third Party IPR Authorisation**

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

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