






## Submarine Delivery Agency

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FAO: **Redacted – Personal Data**

Our Reference: SDA/NP/700009442

2 March 2021

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Dear Mr Earl

### **Invitation to Negotiate**

1. You are invited to tender for SDA/NP/700009442 ECM2 in competition in accordance with the attached tender documentation.
2. The anticipated date for the contract award decision is 24 May 2021, please note that this is an indicative date and may change.
3. You must submit your Tender no later than 31 March 2021 - 11:00:00.
4. Please confirm receipt of this tender by E-mail.

Yours sincerely

**Jason Prichard**  
SDA Nuclear Propulsion  
Commercial Officer



## **Requirements**

See:

“DEFORM 47ST - SECTION D - Details of Price Breakdown and Mandatory Criteria”



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This invitation consists of the following documentation:

- **DEFFORM 47ST**

Invitation To Tender / Participate in an Innovative. The DEFFORM 47ST is the document that sets out the key requirements that you need to meet in submitting a valid Tender in advance of any negotiations. It also sets out the conditions relating to this procurement.

For ease it is broken into:

- Section A – Introduction
  - Funding
  - DEFFORM 47 Definitions
  - Purpose
  - ITT Documentation and ITT Material
  - Material Change of Control
  - Contract Conditions
  - Consultation with Credit Reference Agencies
  - Other Information
- Section B – Key Tendering Activities
- Section C – Instructions on Preparing Tenders
  - Tenders for Selected Contractor Deliverables
  - Construction of Tenders
  - Validity
  - Variant Bids
  - Qualifying Defence Contracts (Defence Reform Act 2014)
- Section D – Details of Price Breakdown and Mandatory Criteria
- Section E – Instructions on Submitting Your Tender
  - Submission of your Tender
  - Samples
- Section F – Conditions of Tendering
  - Conforming to the Law
  - Fraud and Other Illegal Practices
  - Conflicts of Interest
  - Government Furnished Assets
  - Publicity Announcement
  - Sensitive Information
  - Remedies for Actionable Contraventions under the Defence Reform Act 2014
  - Reportable Requirements
  - Specific Conditions of Tendering



- DEFFORM 47ST Annex A – Tender Submission Document (Offer)  
*(To be completed and returned)*

Appendix 1 to DEFFORM 47ST Annex A (Offer)  
Information on Mandatory Declaration Returns

- **Standardised Contracting (SC) 1B**

- Contract Conditions
- Additional Definitions: Schedule 1
- Statement of Requirement: Schedule 2a
- Schedule of Requirements: Schedule 2b *(Prices to be inserted here)*
- Contract Data Sheet: Schedule 3
- Tenderer's Commercially Sensitive Information Form (DEFFORM 539A):  
Schedule 4 *(To be completed and returned)*
- DEFFORM 111 – Appendix to Contract - Addresses and Other Information:  
Schedule 5
- Deliverables: Schedule 6
- Security Aspects Letter (tender stage): Schedule 7
- Statement Relating to Good Standing: Schedule 8  
*To be completed and returned (if required)*



## **Section A – Introduction**

### **Funding**

A1. Funding is due to be approved on 21 May 2021.

### **DEFFORM 47 Definitions**

A2. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter referred to as "the Authority"), acting as part of the Crown.

A3. "Tenderer" means the economic operator or group of operators in the form of a consortium, including sub-contractors, who have been invited to submit a response to this Invitation to Tender. Where "you" is used this means an action on you the Tenderer.

A4. "Invitation to Tender" (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response or negotiation.

A5. "Schedule of Requirements" SC1B Schedule 2b 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.

A6. "Single Source" means a situation where the Authority has invited a response from only one Tenderer.

A7. A "Tender" is the offer that you are making to the Authority.

A8. "Contractor Deliverables" means the goods and / or the services, including packaging (and Certificates(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements, if specified) and any associated technical data which the contractor is required to provide under any resultant contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.

A9. The "Statement of Requirement" SC1B Schedule 2a details the technical requirements and acceptance criteria [Schedule 8 in SC2] of the Contractor Deliverables. The Statement of Requirement is attached SC1B Schedule 2a to this DEFFORM 47ST. This may include the Systems Requirements Document (SRD).

A10. "Conditions of Tendering" means the conditions set out in the DEFFORM 47ST that govern the procurement.

A11. "Contract Conditions" means the attached conditions that will govern any resultant contract.

A12. A "Third Party" is anyone who is not an employee of the Authority or Tenderer, as defined at paragraph A3.

A13. "Voluntary Ex Ante Transparency Notice" means a mandatory notice used to announce a procurement decision that the Authority intends to place a non-competitive contract under OJEU procedures. This also appears in the DCO as a "Voluntary Transparency Notice". This allows industry to challenge the decision not to compete.

### **Purpose**

A14. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority's requirement. This documentation explains and sets out the:



- a. Tender process and timetable for the next stages of the procurement;
- b. instructions and conditions that govern this invitation;
- c. information you must include in your Tender and the required format;
- d. administrative arrangements for the receipt and review of your Tender; and
- e. Contract Conditions that shall apply in the event that the Authority awards a contract following this invitation.

A15. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A16. Exempt from the Defence and Security Public Contracts Regulations 2011. A Voluntary Transparency Notice will be published in the DCO (reference number to be confirmed).

### **ITT Documentation and ITT Material**

A17. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a) take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it whilst in your care;
- b) not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c) seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d) abide by any reasonable conditions imposed by the Authority in giving its approval under subparagraph A17.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e) accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f) inform the named Commercial Officer immediately if you decide not to submit a Tender;
- g) immediately destroy all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to participate in responding 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'.

A18. Some or all of the ITT Documentation and ITT Material may be subject to one or more Confidentiality Agreements made between you and either the Authority or a Third Party, for example a Confidentiality Agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A17 above.



### **Material Change of Control**

A19. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect our decision to award a contract to you.

### **Contract Conditions**

A20. The Contract Conditions can be found at SC1B.  
Consultation with Credit Reference Agencies

A21. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.



**Section B - Key Tendering Activities**

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

Stage	Date and Time	Initiated By	Submit to:
Final date for Clarification Questions / Requests for additional information	17 March 2021	Tenderer	SDA-NP-Coml5a
Final Date for Requests for Extension to return date	17 March 2021	Tenderer	SDA-NP-Coml5a
The Authority issues Final Answers and Clarifications	22 March 2021	The Authority	Tenderer
Tender Return	31 March 2021 @ 11.00 am	Tenderer	SDA-NP-Coml5a
Value For Money (VFM) Assessment in accordance with NAPNOC – see Section D of this DEFFORM 47ST	31 March 2021 to 24 May 2021	The Authority	N/A
The following are indicative timescales for planning purposes only			
Revise Or Confirm Offer		The Authority	N/A
Start of Negotiation	31 March 2021	The Authority	N/A
Best And Final Offer		The Authority	N/A
Trials / Testing		The Authority	N/A



## **Section C - Instructions on Preparing Tenders**

### **Tenders for Selected Contractor Deliverables**

C1. You must respond to the requirement for all the Contractor Deliverables listed in the attached Schedule of Requirements.

### **Construction of Tenders**

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in GBP. Prices must be Firm Price.

C3. To enable the Authority to complete its Value For Money (VFM) assessment, your price must be broken down. If the resultant contract is a Qualifying Defence Contract (QDC) under the Defence Reform Act (DRA) and Single Source Contract Regulations (SSCR) you must price your bid accordingly. Please set out your Tender response in accordance with Section D.

### **Validity**

C4. Your Tender must be valid / open for acceptance for **120 calendar days** from the Tender return date.

### **Variant Bids**

C5. Should the Tenderer wish to offer the Authority an alternative bid that you believe provides lower cost and/or better value for money, you must include a compliant bid along with your alternative bid for the Authority to consider. Any alternative bids must be compliant in all aspects with the Terms and Conditions of Contract.

### **Qualifying Defence Contracts**

#### **Defence Reform Act 2014 – Part 2, Single Source Contracts**

C6. This ITT may result in a Qualifying Defence Contract (QDC) under the provisions of the [Defence Reform Act 2014 \(DRA\)](#). You should therefore understand the implications in the event that it does result in a QDC.

C7. The DRA enables secondary legislation, called Single Source Contract Regulations 2014 (SSCR), which applies:

- a. to new contracts with a value of £5M (ex VAT) or above;
- b. to amended contracts where the amended contract has a value of £5M (ex VAT) or above, and both parties agree that the amended contract should be a QDC.

C8. The DRA and SSCR set out the criteria for determining when a single source contract is a Qualifying Defence Contract (QDC). Any new single source contract which meets the criteria will be a QDC, unless exempt by the Secretary of State for Defence. Exemptions will only be granted in exceptional circumstances.

C9. The DRA and SSCR cover such matters as the pricing of QDCs, the information, openness and transparency that the parties must provide to each other, and the rights and obligations of both parties to a QDC once on contract.

C10. The DRA requires a primary contractor to be satisfied that the costs proposed for inclusion in the price of a QDC are Allowable Costs, in that they are appropriate, attributable to the contract and reasonable in the circumstances. The MOD is obliged to ensure that you



meet the criteria and at any time you may be required to show that this is the case in relation to any particular cost. The Single Source Regulations Office (SSRO) has issued Statutory Guidance on Allowable Costs (SGAC) which can be found on their website and which the parties to a QDC will be expected to adhere to, other than in exceptional circumstances. Either party to a QDC may subsequently make a referral to the SSRO for an adjustment of the contract price, if that party believes the price agreed was not in accordance with the requirements of the DRA / SSCR.

C11. The DRA requires that the contract Profit Rate agreed between the parties for QDCs must be agreed in accordance with the provisions of the DRA and SSCR.

C12. The DRA also sets out the criteria for determining when a contract is a Qualifying Sub-Contract (QSC) to which the DRA and SSCR will apply. Any single source sub-contract in excess of £25M, placed in support of a QDC or another QSC and which meets the criteria in the DRA and SSCR, is potentially a QSC. Responsibility for assessing whether a sub-contract is a QSC lies with the party placing the sub-contract. The Tenderer therefore has an obligation to determine whether any planned sub-contract is a QSC. The Tenderer must keep a record of any determinations and notify both the Secretary of State for Defence and the sub-contractor in writing when a sub-contract is determined to be a QSC.

The [MOD Commercial Toolkit](#) provides further information about the new single source legal framework.



**Section D - Details of Price Breakdown and Mandatory Criteria**

D1. When placing any contract the Authority is required to satisfy itself that the agreed price represents Value for Money (VFM). In single source contracting you must provide to the Authority sufficient information in support of your price proposal and during subsequent price negotiation, to enable the Authority to fulfil its obligation to assure VFM. The Authority approaches all contract pricing on the basis of the NAPNOC principle (No Acceptable Price, No Contract). We will not enter into any contract that is unacceptably priced. Details can be found on MOD Commercial Toolkit.

D2. Price breakdown requirements for a Qualifying Defence Contract  
If the contract is expected to be a QDC - it will be your responsibility to decide the level of information you need to provide to the Authority in support of your price proposal and subsequent price negotiation, in order to satisfy the statutory obligations placed upon you by the DRA and the SSCR, and in compliance with the Statutory Guidance on Allowable Costs published by the Single Source Regulations Office (SSRO). Although you will need to understand all the requirements of the DRA/SSCR your particular attention is drawn to the DRA Section 20 (Allowable Costs) and the SSCR Clause 23 (Contract Pricing Statement - CPS). Although not a legal requirement at the tendering stage, please note the Authority's preference that you submit a draft CPS with your price proposal, using the CPS template provided on the SSRO website.

OR

**D2. Price breakdown requirements for a non-qualifying contract**

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

<b>For a non-qualifying contract, as a minimum your Offer should detail the following:</b>	
<b>Hours / Days</b>	The number of hours / days it takes to complete the requirement.
<b>Hourly / Day Rates</b>	The rate used. Where available these should be agreed CAAS (Cost Assurance and Analysis Services) rates and Grades.
<b>Materials</b>	The cost of any raw materials. Please provide a copy of any quotes or invoices with your Tender.
<b>Significant Sub-contractor Costs, e.g. &gt;£50k</b>	The cost of bought in facilities, services and / or parts. Please provide a copy of the sub-contractor quotation / invoice with your Tender. You are encouraged to run a competition at sub-contractor level and advertise opportunities in the MOD Defence Contracts Bulletin, where appropriate.



<b>Other costs</b>	List any rates used to recover overhead costs not otherwise recovered through the activity-based hourly and daily rates stated above. These rates are usually recovered by the application of a percentage uplift to a base cost (e.g. Material Handling is often recovered as a percentage uplift applied to material costs). Where you have an agreed QMAC (Questionnaire on the Method and Allocation of Costs) you must quote the reference. Where you do not have an agreed QMAC please include a list of what is included in the overhead rate(s). Provide a sub-total that the overhead will apply to.
<b>Profit Rate</b>	State the Profit Rate you are proposing to apply to the contract costs.
<b>Risk / Opportunities</b>	State whether you have included any contingency for risks and the details on how this has been calculated. State any opportunities that you foresee, for example, exchange rate movement.
<b>T&amp;S</b>	When including Travel and Subsistence you must include details of the assumptions you have made about travel and the rates used. Claims for T&S should be in line with the Civil Service Code which states civil servants must ensure "public money and other resources are used efficiently" for example, travel should be the most economic option available.
<b>Assumptions</b>	State any assumptions made about your proposal, such as the process, when decisions will be made etc.
<b>Exclusions</b>	State any matters that are excluded which, if they subsequently occur, you would expect the MOD to share cost liability.

<b>Mandatory Criteria, applicable to QDCs and non-qualifying contracts</b>	
Full completion of the table in DEFFORM 47ST Annex A (Offer).	Compliant/ Non-Compliant
Compliance with the Contractual Terms and Conditions.	Compliant/Non-Compliant
Confirmation that everything can be done in the Statement of Requirement.	Compliant/Non-Compliant
Submission of appropriate information for inclusion in the proposed contract.	Compliant/Non-Compliant
Provide evidence of ECM.	Compliant/Non-Compliant

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

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



## **Section E - Instructions on Submitting Tenders**

### **Submission of your Tender**

E1. You must send your Tender by email to the Commercial Officer stated in the covering letter to this DEFFORM 47ST.

E2. The electronic copy of the Tender must be compatible with MS Office Word and other MS Office applications. If you password protect or encrypt any information containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.

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

E4. You must include a signed and scanned copy of the DEFFORM 47ST Annex A (Offer) as a PDF with your Tender.

### **Samples**

E5. Where samples are required for testing purposes you must be prepared to submit them without charge. You should clearly label samples with the following particulars:

- a. your name and address;
- b. the Tender Reference Number and due date for return of the Tender; and
- c. the Description and Item Number as shown in the Schedule of Requirements.

E8. The Authority may retain all samples for twelve (12) months from the Tender return date. After this period, the Authority will destroy the samples unless you specifically state you require them to be returned. The samples associated with a successful Tender may be kept by the Authority indefinitely.

E9. Samples that are consumed will not be returned.



## **Section F - Conditions of Tendering**

F1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a contract as a result of this ITT or at a later stage. Any expenditure, work or effort undertaken by you prior to an offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. In addition to its legal rights in relation to qualifying contracts, under the Defence Reform Act 2014 the Authority reserves the right to:

- a. seek clarification or additional documents in respect of your submission;
- b. visit your site;
- c. not enter into a contract if you are found guilty of serious misrepresentation in relation to your Tender or the Tender process;
- d. re-assess your suitability. For example, where there is a material change of control from supplier selection;
- e. reject / negotiate your Tender or part of your Tender;
- f. withdraw this ITT at any time, or invite other Tenders on the same or any alternative basis;
- g. choose not to award any contract as a result of the current procurement process;
- h. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, either accepting your offer via DEFFORM 159 or by issuing an offer via DEFFORM 8 and you accept via a DEFFORM 10. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C4.

### **Conforming to the Law**

F3. You must comply with the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

F4. Your attention is drawn to legislation relating to canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

### **Fraud and Other Illegal Practices**

F5. You must report any, 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**

F6. You must notify the Authority immediately of any new Conflicts of Interest (COI) that have arisen or that arise at any point prior to the contract award decision. There may be instances where it is essential that you do not have a conflict of interest.

F7. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:



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

Should your Tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.

### **Government Furnished Assets**

F8. Where the Authority provides Government Furnished Assets (GFA) in support of this procurement, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If the Authority decides not to proceed with this procurement, you must seek instructions for the GFA from the named Commercial Officer.

### **Publicity Announcement**

F9. The Authority will publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain. You should complete and return DEFFORM 539A as explained in the DEFFORM 47ST Annex A and associated Appendix 1.

F10. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.

F11. Under no circumstances should you confirm to any Third Party the Authority's acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

### **Sensitive Information**

F12. 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 and related aspects of good procurement practice and answering Freedom of Information requests.

F13. For these purposes, the Authority may share within Government any of your documentation / information (including any that you consider to be confidential and / or commercially sensitive such as specific bid information) submitted by you to the Authority during this procurement. The information will not be disclosed outside Government. You must identify any sensitive material in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the tendering process. This allows the MOD to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F14. The Authority reserves the right to disclose on a confidential basis any information it receives from you during the procurement process (including information identified by you as



Commercially Sensitive Information in accordance with the provisions of this ITT/ITN) to any third party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of your Tender. In providing such information the you consent to such disclosure.

### **Remedies for Actionable Contraventions under the Defence Reform Act 2014**

F15. If you have a Qualifying Defence Contract under the DRA 2014 you should be aware that if you fail to comply with certain aspects of the legislation then the Authority may issue a Compliance Notice to you. If you continue to fail to comply, the Authority may serve you with a Civil Penalty, as provided in the Single Source Contract Regulations 2015. If you believe either a Compliance Notice or a Civil Penalty is unjustified, you may appeal the matter to the independent Single Source Regulations Office.

### **Reportable Requirements**

F16. Listed in the DEFFORM 47ST 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 attach the relevant information.

F17. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority's evaluation of your tender, as detailed in Section D.

F18. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your bank and the relevant bank account number on contract award.



**DEFFORM 47ST Annex A - Edn 07/18****Ministry of Defence****Tender Ref No.** SDA/NP/700009442**Tender Submission Document (Offer)****To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called "the Authority")**

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

<b>Applicable Law</b>				
I agree that any contract resulting from this procurement shall be subject to English Law *Where 'no' is selected, Scots Law will apply.				Yes / No*
<b>Value of Tender (excluding VAT)</b>				
£ .....				
WORDS .....				
<b>UK Value Added Tax</b>				
If registered for Value Added Tax purposes, please insert:				
a. Registration No.....				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
<b>Location of work (town / city) where the contract will be performed by Prime:</b>				
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



<b>Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47ST ST Annex A (Offer)):</b>	<b>Tenderer's Declaration</b>
Is the offer subject to the Authority contracting for all the Contractor Deliverables?	Yes* / No
Have you completed and attached a Contract Pricing Statement?	Yes / No
Is the offer made subject to a Minimum Order Quantity?	Yes* / No
Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?	Yes* / No
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is yes, please complete and attach DEFFORM 528.	Yes* / No
Have you obtained prior foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract 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 procedures to be used and estimates of duties to be incurred or suspended?	Yes / No
Have you completed Form 1686 for sub-contracts?	Yes / No
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 DEFFORM 539A (Tenderer's Commercially Sensitive Information Form)?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed, have you attached a revised version?	Yes / No / N/A
Do the Contractor Deliverables 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 (including Packaging) use substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by <a href="#">EC 744/2010</a> of the European Parliament) and of the Council.	Yes* / No
Have you attached The Bank / Parent Company Guarantee?	Yes* / No / Not Required
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the Project Specific Declarations?	Yes / No / Not Required



\*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1.

## Tenderer's Declaration

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

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

**Signature:**

**Signature:**  
(Must be original)

**In the capacity of**

State official position e.g. Director, Manager, Secretary etc.)

Name: (in BLOCK CAPITALS)

**Postal Address:**

**duly authorised to sign this Tender for and on behalf of:**

(Tenderer's Name)

**Telephone No:**

**Registered Company Number:**

**Dunn and Bradstreet Number:**



## **DEFFORM 47ST Appendix 1 to Annex A (Offer)**

### **Information on Mandatory Declaration Returns**

#### **Part Tender**

1. Under Conditions of Tendering F1, the Authority reserves the right to order some or part of your Tender. If your offer is subject to the Authority contracting for all the Contractor Deliverables, select 'Yes' and provide further details in your Tender.

#### **Minimum Order Quantities**

2. Where your offer is subject to minimum order quantities, select 'Yes' and provide further details in your Tender.

#### **IPR Restrictions**

3. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by private venture, foreign investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding).
4. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclose the Contractor Deliverable, including export restrictions. In particular you must identify:
  - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
  - b. any allegation made against you, whether by claim or otherwise, of an infringement of an Intellectual Property Right (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
  - c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the intellectual property right any confidential information and / or;
  - d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.
5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under



Section 2 of the Defence Contracts Act 1958.

6. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

### **Notification of Foreign Export Control Restrictions**

7. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

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

- (1) a non-UK export licence, authorisation or exemption; or
- (2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the procurement that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

10. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.

11. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 8.

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

### **Import Duty**

13. European Union (EU) legislation permits the use of various procedures to suspend customs duties.



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

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

### **Sub-contracts Form 1686**

16. [Form 1686](#) (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework - Contractual Process](#).

### **Small and Medium Enterprises**

17. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of Authority spending should be spent with SMEs by 2020; 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.

18. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the [Prompt Payment Code](#).

19. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative. Information on the Authority's purchasing arrangements, our commercial policy priorities and our SME policy can be found at [Gov.UK](#).

20. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd

Web address: [www.contracts.mod.uk](http://www.contracts.mod.uk)

Tel No: 0845 270 7099

### **Transparency, Freedom of Information and Environmental Information Regulations**

21. You should be aware that the contents of any resultant Contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 ([Government Transparency and Accountability](#)) and the information contained within SC1B Conditions of Contract Clause 5.

22. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

23. You should complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A or SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.

24. You should note that, while your views will be taken into consideration, the ultimate



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

### **Electronic Purchasing**

25. You must note that use of the [Contracting, Purchasing and Finance \(CP&F\)](#) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender you agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant.

### **Change of Circumstances**

26. If you have not previously submitted a Statement Relating to Good Standing or circumstances have changed please, select 'Yes' and submit a Statement Relating to Good Standing with your Tender.

### **Asbestos, Hazardous Items and Depletion of the Ozone Layer**

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

### **Military Aviation Authority (MAA)**

28. In July 2011 the Military Aviation Authority (MAA) launched a new set of Regulatory Publications. Key to these is the Regulatory Articles (RA), which prescribe Acceptable Means of Compliance (AMC) for each separate Regulation. Where there is a MAA requirement and you wish to propose an alternative means of compliance you must obtain agreement in principle from the MAA (through the Project team) in advance of submitting your Tender. AMC are strongly recommended practices and a justification will be required if they are not followed. You must consult the MAA where there is more than one AMC. You must confirm how you intend to comply with the RA, and the date you consulted with the MAA.

### **Bank or Parent Company Guarantee**

29. A parent Company or bank Guarantee may be required in the form of DEFFORM 24 / 24A as appropriate. No contract will be awarded until a suitable Parent Company or Bank Guarantee, is in place.

### **The Armed Forces Covenant**

30. 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.

31. The Covenant is based on two principles:

- a. the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- b. special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

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



32. [The Armed Forces Covenant](#) provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces such as employing Reservists, a company or organization can also see real benefits in their business.

33. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: [employerrelations@rfca.mod.uk](mailto:employerrelations@rfca.mod.uk)

Address: Defence Relationship Management  
Ministry of Defence  
Holderness House  
51-61 Clifton Street  
London, EC2A 4EY

34. Paragraphs 30 – 33 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender review, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.



## **Standardised Contracting (SC)1B**



## **Standardised Contracting Terms & Conditions**

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

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

**Hazardous Contractor Deliverable** means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released; Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

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

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

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

### **2 General**

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

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



c. If there is any inconsistency between these terms and conditions and the 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.

d. 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.

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

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

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



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

## **6 Notices**

a. A Notice served under the Contract shall be:

- (1) in writing in the English Language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the 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:
  - i. 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
  - ii. 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.

## **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 REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) information required by the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 or any replacement thereof;
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
- (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

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



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

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. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:

(1) in accordance with the requirements specified in the Contract, or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements;

(2) where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date / date of manufacture, expressed as specified in the Contract or in the absence of such requirement, as month (letters) and year (last two figures); and

(3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed.

## **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 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):

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

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

## **17 Material Breach**

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

## **18 Insolvency**

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

## **19 Limitation of Contractor's Liability**

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

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

(1) for:

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

### **20.1 Project specific DEFCONs and DEFCON SC variants that apply to this Contract:**

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

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

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

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

DEFCON 538 (Edn. 06/02) - Severability

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

### **20.2 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.

### **20.3 Intellectual Property Rights**

DEFCON 014 (Edn. 09/20) - Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

DEFCON 015 (Edn. 02/98) - Design Rights and Rights to Use Design Information

Notes:

[The Contractor is hereby requested to declare any relevant self-standing background IP]

DEFCON 016 (Edn. 10/04) - Repair and Maintenance Information

DEFCON 021 (Edn. 10/04) - Retention of Records

DEFCON 090 (Edn. 11/06) - Copyright

### **20.4 Payment Terms**

Payments shall be made in arrears for on an annual basis for Line Items 1- 4 (inclusive) and (Optional) Line items 6 – 10 (inclusive) at Schedule 2b; (Optional) Line Item 5 will be a one off payment after the work is completed. All payments shall be in accordance with condition 14 above.



## **20.5 Special Indemnity Conditions**

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

DEFCON 609 (SC1) (Edn. 08/18) - Contractor's Records

DEFCON 620 (SC1) (Edn. 12/16) - Contract Change Control Procedure

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

DEFCON 532A (SC1) (Edn. 08/20) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 658 (SC1) (Edn. 11/17) – Cyber  
Cyber Risk Profile = very low  
Risk Assessment Reference (RAR) = RAR-5VRA7ZFS

## **20.6 Options:**

20.6.1. In addition to the requirements detailed at 2b Schedule of Requirements, the Contractor hereby grants to the Authority the following irrevocable options to purchase:

Option 1: “Feasibility Study into extending the life span of both MODAs beyond 30 years” in accordance with the Firm Price Option at section 2 of Schedule 2b - Schedule of Requirements.

Option 2: Up to an additional five years (in +1 increments) of service and support in accordance with the Firm Price Options at section 2 of Schedule 2b - Schedule of Requirements.

Option 3: MODA life span extension work will be decided by the Authority as part of the consideration of the Options to extend.

To be in accordance with the terms and conditions set out in this contract or any such subsequent contract or contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such options.

20.6.2. The Authority shall have the right to exercise the options, subject to the Authority exercising these options no later than three calendar months prior to the commencement period of the options, or within such further period as corresponds to the aggregate of any period(s):

- a. of delay in the delivery programme whether constituting any breach of the Contract, or
- b. for the duration of which the Authority is prevented from exercising any such option due to any other breach of the Contract by the Contractor.

20.6.3. The Authority shall not be obliged to exercise the options.

## **21 The special conditions that apply to this Contract are:**

DEFCON 660 (Edn. 12/15) - Official-Sensitive Security Requirements



**22 The processes that apply to this Contract are:**

AQAP 2110 NATO Quality Assurance Requirements for Design, Development and Production. Edition D Version 1

Def Stan 05-57 Issue 7 Configuration Management of Defence Materiel Issue 6

Def Stan 05-61 Pt 4 Quality Assurance Procedural Requirements - Contractor Working Parties Issue 3

Def Stan 05-61 Pt 1 Quality Assurance Procedural Requirements – Concessions Issue 6

Def Stan 05-135 Avoidance of Counterfeit materiel Issue 2

DS 05-099 Part 1 Managing Government Furnished Assets in Industry  
Jigs, tools, etc. as provided on Contract NPC1A/2064 with the Nuclear Decommissioning Authority under the terms of DEFCON 23 are to be used on this Contract.'



## **SC1B - Schedules**

### **Schedule 1 - Additional Definitions of Contract**

Further to Condition 1, the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

**DRS** - means Direct Rail Services Ltd a wholly owned subsidiary of the NDA

**ECM** – means the Entity In Charge of Maintenance which is people or organisations who are responsible for the maintenance of vehicles used on the mainline railway.

**NDA** - means the Nuclear Decommissioning Authority an executive non-departmental public body, sponsored by the Department for Business, Energy & Industrial Strategy



## Schedule 2a – Statement of Requirement

### 1. Introduction

- 1.1. MoD has a programme of work to safely and securely transport Irradiated Nuclear Fuel by rail between Licenced and Authorised Sites, within the United Kingdom. Sites included HMNB Devonport, Sellafield Ltd Cumbria and Naval Reactor Test Establishment at Vulcan.
- 1.2. As part of this enduring capability locomotives and escort coaches are provided by DRS under existing contract NPC1A/2064.
- 1.3. There are two in number 146t GLW Nuclear Flask Transporter wagons (hereby referred to as 'the transport wagons or MODAs') MODA95770 and MODA95771, used to carry the Used Fuel Flasks which are owned by the Authority.
- 1.4. The ECM needs to be confirmed for both Transporter Wagons used in support of the Irradiated Fuel programme. This will ensure continued adherence to the rail regulations with a nominated ECM and a direct link between the wagon owner and wagon operator.

### 2. Requirement

- 2.1. The general requirement is for the contractor to enable the MoD transport wagons (2 of) to be used on the rail network to support the MOD programme deliverables.

In pursuit of this requirement, the contractor shall, for each of the MoD transport wagons MODA95770 and MODA95771:

Requirement	Deliverable	Acceptance Criteria	Due Date
1. Be registered as the ECM	Written confirmation to the Authority's Project Manager that: <ol style="list-style-type: none"> <li>a. It is registered as the ECM for each vehicle in the National Vehicle Register (please evidence);</li> <li>b. It is a competent body to be the ECM for the vehicles</li> <li>c. It is a certified Railway Undertaking and therefore deemed to be a certified ECM by the UK National Safety Authority;</li> <li>d. It shall, as and when the ECM certification process becomes due and it is required to apply, make the appropriate applications and obtain certified ECM status.</li> </ol>	Written acceptance of the information by the Authority's project manager.	On or before 25 February annually.
2. Have a system of maintenance in place for the vehicles and take all necessary	Safety Performance Reports and subsequent follow-up meetings or written explanations as requested by the Authority, to include written confirmation that:	Written acceptance of the information by the Authority's project manager.	On or before 25 February annually



actions to perform the role of ECM;	<p>a. It has undertaken all steps necessary to comply with the responsibilities of an ECM under Regulation 2008/110/EC, Annex III of Regulation EU/445/2011 and Railways and Other Guided Transport Systems (Safety) (Amendment) Regulations 2011;</p> <p>b. It has a system of maintenance in place for the vehicles.</p>		
3. Feasibility Study into extending the life span of both MODAs beyond 30 years.	<p>i) Provide a quotation (valid for 120 days) showing the rates and a full price breakdown for carrying out the Feasibility Study.</p> <p>ii) If confirmed by the Authority's commercial officer by a formal Contract Amendment, conduct the Feasibility Study.</p> <p>Deliverables of Feasibility Study:</p> <p>a. Review the original Rolls Royce/ Bombardier ProRail design data &amp; drawings in detail.</p> <p>b. Review of all the current vehicle components to check for availability/ obsolescence.</p> <p>c. Carry out a thorough physical inspection of the vehicle frame for corrosion &amp; fatigue damage.</p> <p>d. Consolidate information into a report, thoroughly reviewing the vehicles in conjunction with the Authority, looking at the following (but not limited to): frame life (calculations &amp; inspection), overhaul, parts availability and proposed life extension.</p> <p>e. Include a priced recommendation (with breakdown) for the Authority.</p> <p>f. If relevant (or possible), include options (with prices) for the Authority to consider.</p>	<p>i. Provide the quotation to the Authority's project manager and commercial officer.</p> <p>ii. Written acceptance of the final Feasibility Report by the Authority's project manager.</p>	<p>i. On or before 15 January 2024.</p> <p>ii. On or before 14 September 2024.</p>
4. Option to extend up to 5 years.	See 1 and 2 above.	See 1 and 2 above.	See 1 and 2 above.



5. Option for MODA life span extension work.	To be decided by the Authority as part of the consideration of the Option to extend.  If this Option is taken up, Deliverable to be agreed between the Authority and DRS.	If this Option is taken up, Acceptance Criteria to be agreed between the Authority and DRS.	If this Option is taken up, Due Date to be agreed between the Authority and DRS.
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**Schedule 2b - Schedule of Requirements****1. Line Items: 1 October 2021 to 31 March 2025**

<b>Line Item</b>	<b>Description</b>	<b>Output</b>	<b>Firm price (Ex VAT)</b>	<b>Indicative invoice date</b>
1	Performance of Entity In Charge of Maintenance (ECM) for MoD Owned KUA MODA95770 and KUA MOD95771 – Covering the period 1 October 2021 to 31 March 2022	The satisfactory performance of ECM role in accordance with “Schedule 2a Statement of Requirements” above, including the satisfactory delivery of progress reports and attendance at Safety Performance Meetings.		April/ May 2022
2	Performance of Entity In Charge of Maintenance (ECM) for MoD Owned KUA MODA95770 and KUA MOD95771 – Covering the period 1 April 2022 to 31 March 2023	The satisfactory performance of ECM role in accordance with “Schedule 2a Statement of Requirements” above, including the satisfactory delivery of progress reports and attendance at Safety Performance Meetings.		April/ May 2023
3	Performance of Entity In Charge of Maintenance (ECM) for MoD Owned KUA MODA95770 and KUA MOD95771 – Covering the period 1 April 2023 to 31 March 2024	The satisfactory performance of ECM role in accordance with “Schedule 2a Statement of Requirements” above, including the satisfactory delivery of progress reports and attendance at Safety Performance Meetings.		April/ May 2024
4	Performance of Entity In Charge of Maintenance (ECM) for MoD Owned KUA MODA95770 and KUA MOD95771 – Covering the period 1 April 2024 to 31 March 2025	The satisfactory performance of ECM role in accordance with “Schedule 2a Statement of Requirements” above, including the satisfactory delivery of progress reports and attendance at Safety Performance Meetings.		April/ May 2025
		<b>Total (Ex VAT)</b>		



**2. Line Items: 2 Options**

Option for carrying out the Feasibility Study & Report  
Option to extend up to 5 years (in +1 increments)  
Option for MODA life span extension work in accordance with the Feasibility Study/  
Report and any agreed additional project requirements

Line Items	Description	Output:	Firm price (Ex VAT)	Indicative invoice date
5	Feasibility Study into extending the life span of both MODAs beyond 30 years.	Feasibility Report to the Authority's project manager as per "Schedule 2a Statement of Requirements" above.	To be agreed in 2024 (see Schedule 2a above)	October/ November 2024
6	Performance of Entity In Charge of Maintenance (ECM) for MoD Owned KUA MODA95770 and KUA MOD95771 – Covering the period 1 April 2025 to 31 March 2026	The satisfactory performance of ECM role in accordance with "Schedule 2a Statement of Requirements" above, including the satisfactory delivery of progress reports and attendance at Safety Performance Meetings.		April/ May 2026
7	Performance of Entity In Charge of Maintenance (ECM) for MoD Owned KUA MODA95770 and KUA MOD95771 – Covering the period 1 April 2026 to 31 March 2027	The satisfactory performance of ECM role in accordance with "Schedule 2a Statement of Requirements" above, including the satisfactory delivery of progress reports and attendance at Safety Performance Meetings.		April/ May 2027
8	Performance of Entity In Charge of Maintenance (ECM) for MoD Owned KUA MODA95770 and KUA MOD95771 – Covering the period 1 April 2027 to 31 March 2028	The satisfactory performance of ECM role in accordance with "Schedule 2a Statement of Requirements" above, including the satisfactory delivery of progress reports and attendance at Safety Performance Meetings.		April/ May 2028
9	Performance of Entity In Charge of Maintenance (ECM) for MoD Owned KUA MODA95770 and KUA MOD95771 – Covering the period 1 April 2028 to 31 March 2029	The satisfactory performance of ECM role in accordance with "Schedule 2a Statement of Requirements" above, including the satisfactory delivery of progress reports and attendance at Safety Performance Meetings.		April/ May 2029
10	Performance of Entity In Charge of Maintenance (ECM) for MoD Owned KUA MODA95770 and KUA MOD95771 – Covering the period 1 April 2029 to 31 March 2030	The Satisfactory performance of ECM role in accordance with the Statement of Requirements inclusive of the satisfactory delivery of progress reports and attendance at Safety Performance Meetings.		April/ May 2030
		<b>Total (Ex VAT)</b>		

Note: MODA life span extension work will be decided by the Authority as part of the consideration of the Options to extend.



**Schedule 3 - Contract Data Sheet**

<b>Contract Period</b>	<p>Effective date of Contract:</p> <p>1 October 2021</p> <p>The Contract expiry date shall be: 31 March 2025</p> <p>There are extension options for up to 5 years in 1-year increments (see Condition 20.6).</p>
<b>Clause 6 - Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail: Yes</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: SDA, NH3 Ash 3b #3301, MoD Abbey Wood, Bristol, BS34 8JH</p> <p>Contractor: Direct Rail Services, Regents Court, Baron Way, Carlisle, CA6 4SJ</p>
<b>Clause 8 – Supply of Contractor Deliverables Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>No</p> <p>Other Quality Assurance Requirements:</p> <p>See condition 22 above.</p>



<p><b>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b></p>	<p>A completed DEFFORM 68 (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) <a href="mailto:DSALand-MovTpt-DGHSIS@mod.uk">DSALand-MovTpt-DGHSIS@mod.uk</a></p> <p>or:</p> <p>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>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: 31 March 2021</p>
<p><b>Clause 10 – Delivery/Collection</b></p>	<p>Contract Deliverables are to be Delivered by the Contractor: Yes</p> <p>Special Instructions: N/A</p> <p>Collected by the Authority: No</p> <p>Special Instructions (including consignor address if different from Contractor's registered address): N/A</p>
<p><b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b></p>	<p>Additional packaging requirements: N/A</p>
<p><b>Clause 13 – Progress Meetings</b></p>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Safety Performance Monitoring</p> <p>Frequency: Quarterly</p> <p>Location: TBC</p>



<b>Clause 13 – Progress Reports</b>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: Safety Performance Monitoring reports</p> <p>Frequency: Quarterly</p> <p>Method of Delivery: <a href="mailto:MoDDocumentControl@cavendish.r.mil.uk">MoDDocumentControl@cavendish.r.mil.uk</a></p> <p>Delivery Address: Cavendish Nuclear Limited, Fleswick Court, Westlakes Science &amp; Technology Park, Crow Park Way, Moor Row, Cumbria, CA24 3HZ</p> <p>(Note: Cavendish forward these onto the SDA Project Manager)</p>
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**Schedule 4 - Contractor's Commercially Sensitive Information Form  
(in accordance with clause 5)**

Contract No: SDA/NP/700009442
Description of Contractor's Commercially 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: DEFFORM 111 Appendix - Addresses and Other Information

### 1. Commercial Officer

Name: Jason Prichard

Address: SDA, NH3 Ash 3b #3301, MoD Abbey Wood, Bristol, BS34 8JH

Email: [jason.prichard102@mod.gov.uk](mailto:jason.prichard102@mod.gov.uk)

Telephone: 0306 793 7265

### 2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available)

Name: **Redacted – Personal Data**

Address SDA, NH3 Ash 3b #3301, MoD Abbey Wood, Bristol, BS34 8JH

Email: **Redacted – Personal Data**

Telephone: **Redacted – Personal Data**

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

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

### 5. Drawings/Specifications are available from the Commercial Officer shown above

### 6. Intentionally Blank

### 7. Quality Assurance Representative: **Redacted – Personal Data**

*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 <https://www.dstan.mod.uk/> [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 Telephone 0161 233 5397

2. For all other enquiries contact:

DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD Telephone 0161 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 Telephone 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS Telephone 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

#### B. JSCS

JSCS Helpdesk Telephone 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

Telephone: 0151-242-2000 Fax: 0151-242-2809

Website is:

<https://www.gov.uk/government/collections/ministry-of-defence-supplier-invoicing-and-payment-information>

**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

Telephone: 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.



**Schedule 6: Deliverables**

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

**All Negotiation Deliverables**

Name	Description	Due	Responsible Party
None			

**Supplier Contractual Deliverables**

Name	Description	Due	Responsible Party
Obligation DEFCON 21 (Edn 10/04) Clause - 3a – Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.	Due 1 month before Contract Agreement End Date	Supplier Organization
Obligation DEFCON 91 (Edn 11/06) Clause - 5b - Software as required	A copy of the Software as is required for performance of obligations to be retained.	Due 3 days before Contract Agreement Start Date	Supplier Organization
Obligation DEFCON 117 (Edn 10/13) Clause - 3a – Technical Data to Codification Authority or representative	Provision of Technical Data to the Codification Authority or the Authority's Agent specified by the Codification Authority.	Due 3 months before Contract Agreement Start Date	Supplier Organization
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organization
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organization
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/ Hazardous Material or substance supplied or deliverable containing such.	Due 1 month before Contract Agreement Start Date	Supplier Organization



Marking of Articles Condition 11	Articles to be marked in accordance with the contract.	Due 1 month after Contract Agreement Start Date	Supplier Organization
Progress Meetings Condi- tion 13	Attendance at progress meetings in accordance with the contract	Repeats every 3 months on the First Day of the Month  starting 1 month after Contract Agreement Start Date  until 0 day after Contract Agreement End Date	Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment		Supplier Organization
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Supplier Organization
Commercial Exploitation Levy - Reminder that State- ments of Sales and Auditor Certificate are required an- nually	Applicable to contracts with Commercial Exploitation Agree- ments.  A reminder to Suppliers that Statements of Sales along with Auditor Certificate are required an- nually.	Repeats every 12 months on the First Day of the Month  Starting on 01 Oc- tober 2021 until 12 months after Contract Agree- ment End Date	Supplier Organization



**Schedule 7a: Security Aspects Letter (SAL) tender stage**

**Date of Issue:** 15 January 2021

Direct Rail Services  
Regents Court  
Baron Way  
Carlisle  
CA6 4SJ

**Redacted – Personal Data**  
SDA Nuclear Propulsion  
Irradiated Fuel Engineer

**Redacted – Personal Data**

Submarine Delivery Agency  
Ash 3b #3301  
MOD Abbey Wood  
Bristol BS34 8JH

Dear **Redacted – Personal Data**

**Entity In Charge of Maintenance - SDA/NP/700009442**  
**Security Aspects Letter (tender stage)**

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced ITN that constitute classified material.
2. Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition (see attached “Annex C”) outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
All planning, design and Safety Case documentation related to the handling of Naval Nuclear Propulsion Project Information (NNPPI).	OFFICIAL-SENSITIVE

3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this ITN have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply should the ITN be unsuccessful.

4. Will you please confirm that:

a. This definition of the classified aspects of the referenced Invitation to Tender has been brought to the attention of the person directly responsible for security of classified material.

b. The definition is fully understood.

c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations



set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]

d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this ITN.

5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6. Classified Information associated with this ITN must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours sincerely

**Redacted – Personal Data**  
**SDA Nuclear Propulsion**  
**Irradiated Fuel Engineer**

Copy via email to:

[DES PSyA-SecurityAdviceCentre \(MULTIUSER\) SPO DSR-STInd \(MULTIUSER\) ISS Des-DAIS-SRAAcc4-IA](#)



## **Schedule 7b: Security Aspects Letter (SAL) Annex C**

### **ANNEX C: UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS**

#### **Purpose**

1. This document provides guidance for Contractors where classified material provided to or generated by the Contractor is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE. Where the measures requested below cannot be achieved or are not fully understood, further advice should be sought from the UK Designated Security Authority (Email: SPODSR-STInd@mod.gov.uk).

#### **Definitions**

2. The term "*Authority*" for the purposes of this Annex means the HMG Contracting Authority.
3. The term "*Classified Material*" for the purposes of this Annex means classified information and assets.

#### **Security Grading**

4. The SENSITIVE caveat is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all UK OFFICIAL and UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading.

#### **Security Conditions**

5. The Contractor shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Contractor shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract. The Authority must state the data retention periods to allow the Contractor to produce a data management policy. If you are a Contractor located in the UK your attention is also drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular.

#### **Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material**

6. The Contractor shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.



7. Once the Contract has been awarded, where Contractors are required to store or process UK MOD classified information electronically, they are required to register the IT system onto the Defence Assurance Risk Tool (DART). Details on the registration process can be found in the 'Industry Security Notices (ISN)' on Gov.UK website. ISNs 2017/01, 04 and 06, Defence Condition 658 and Defence Standard 05-138 details the DART registration, IT security accreditation processes, risk assessment/management and Cyber security requirements which can be found in the following links:

<https://www.gov.uk/government/publications/industry-security-notices-isns>.  
<http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf>  
<https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>

8. All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be subject to a level of control.

9. Disclosure of UK OFFICIAL and UK OFFICIAL-SENSITIVE material must be strictly controlled in accordance with the *"need to know"* principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.

10. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any information issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.

11. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings and other documents generated outside of this Contract.

12. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

## **Access**

13. Access to UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be confined to those individuals who have a *"need-to-know"*, have been made aware of the requirement to protect the information and whose access is essential for the purpose of their duties.

14. The Contractor shall ensure that all individuals requiring access to UK OFFICIAL-SENSITIVE information have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in



keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/714002/HMG\\_Baseline\\_Personnel\\_Security\\_Standard\\_-\\_May\\_2018.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf)

### **Hard Copy Distribution**

15. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed, both within and outside Contractor premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

16. Advice on the distribution of UK OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of UK OFFICIAL-SENSITIVE shall be sought from the Authority.

### **Electronic Communication and Telephony and Facsimile Services**

17. UK OFFICIAL information may be emailed unencrypted over the internet. UK OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a National Cyber Security Centre (NCSC) Commercial Product Assurance (CPA) cryptographic product or a UK MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at:

<https://www.ncsc.gov.uk/guidance/tls-external-facing-services>

Details of the CPA scheme are available at:

<https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

18. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

19. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIAL-SENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so and only with the prior approval of the Authority.

20. UK OFFICIAL information may be faxed to recipients located both within the country of the Contractor and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.



## Use of Information Systems

21. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

22. The Contractor should ensure **10 Steps to Cyber Security** (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>.

23. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

24. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.

a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “*least privilege*” will be applied to System Administrators. Users of the IT System (Administrators) should not conduct ‘standard’ User functions using their privileged accounts.

b. Identification and Authentication (ID&A). All systems are to have the following functionality:

- (1). Up-to-date lists of authorised users.
- (2). Positive identification of all users at the start of each processing session.

c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be “*strong*” using an appropriate method to achieve this, e.g. including numeric and “*special*” characters (if permitted by the system) as well as alphabetic characters.

d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 16 above.

f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

(1). The following events shall always be recorded:

- (a) All log on attempts whether successful or failed,
- (b) Log off (including time out where applicable),



- (c) The creation, deletion or alteration of access rights and privileges,
- (d) The creation, deletion or alteration of passwords.

(2). For each of the events listed above, the following information is to be recorded:

- (a) Type of event,
- (b) User ID,
- (c) Date & Time,
- (d) Device ID.

The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment must be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

g. Integrity & Availability. The following supporting measures are to be implemented:

- (1). Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations),
- (2). Defined Business Contingency Plan,
- (3). Data backup with local storage,
- (4). Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
- (5). Operating systems, applications and firmware should be supported,
- (6). Patching of Operating Systems and Applications used are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

h. Logon Banners. Wherever possible, a “*Logon Banner*” will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

*“Unauthorised access to this computer system may constitute a criminal offence”*

i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

j. Internet Connections. Computer systems must not be connected direct to the Internet or “*un-trusted*” systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).

k. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.



## Laptops

25. Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 16 above.

26. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites<sup>1</sup>. For the avoidance of doubt the term “drives” includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.

27. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

28. Portable CIS devices holding the Authorities’ data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

## Loss and Incident Reporting

29. The Contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE material to the Authority. In addition any loss or otherwise compromise of any UK MOD owned, processed or UK MOD Contractor generated UK OFFICIAL or UK OFFICIAL-SENSITIVE material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP), within the Joint Security Co-ordination Centre (JSyCC) below. This will assist the JSyCC in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD’s Chief Information Officer (CIO) and, as appropriate, the Contractor concerned. The UK MOD WARP will also advise the Contractor what further action is required to be undertaken.

### **JSyCC WARP Contact Details**

**Email:** [DefenceWARP@mod.gov.uk](mailto:DefenceWARP@mod.gov.uk) (OFFICIAL with no NTK restrictions)

**RLI Email:** [defencewarp@modnet.rli.uk](mailto:defencewarp@modnet.rli.uk) (MULTIUSER)

**Telephone (Office hours):** +44 (0) 30 6770 2185

**JSyCC Out of hours Duty Officer:** +44 (0) 7768 558863

**Mail:** JSyCC Defence Industry WARP

X007 Bazalgette Pavilion,

RAF Wyton, HUNTINGDON, Cambridgeshire, PE28 2EA.

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<sup>1</sup> Secure Sites are defined as either Government premises or a secured office on the contractor premises.



30. Reporting instructions for any security incidents involving MOD classified material can be found in Industry Security Notice 2017/03 as may be subsequently updated at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/651683/ISN\\_2017-03 - Reporting of Security Incidents.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03_-_Reporting_of_Security_Incidents.pdf)

### **Sub-Contracts**

31. Where the Contractor wishes to sub-contract any elements of a Contract to sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are incorporated within the sub-contract document.

32. The prior approval of the Authority shall be obtained should the Contractor wish to sub-contract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Appendix 5 (MOD Form 1686 (F1686) of the Security Policy Framework Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 can be found at Appendix 5 at:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/710891/2018\\_May\\_Contractual\\_process.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf)

33. If the sub-contract is approved, the Contractor will flow down the Security Conditions in line with paragraph 30 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

### **Publicity Material**

34. Contractors wishing to release any publicity material or display hardware that arises from a Contract to which these Security Conditions apply must seek the prior approval of the Authority. Publicity material includes open publication in the Contractor's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government

### **Physical Destruction**

35. As soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when information/material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted UK OFFICIAL-SENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.

### **Interpretation/Guidance**

36. Advice regarding the interpretation of the above requirements should be sought from the Authority.



37. Further requirements, advice and guidance for the protection of UK classified information at the level of UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

### **Audit**

38. Where considered necessary by the Authority the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractors processes and facilities by representatives of the Contractors' National/Designated Security Authorities or the Authority to ensure compliance with these requirements.



## **Schedule 8 - Statement Relating to Good Standing (DSPCR 2011)**

### **The Statement Relating To Good Standing**

**Contract Title:** ECM2

**Contract Number:** SDA/NP/700009442

1. We confirm, to the best of our knowledge and belief, that [*insert potential supplier*] including its directors or any other person who has powers of representation, decision or control of [*insert potential supplier*] has not been convicted of any of the following offences:

- a. conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- b. involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
- c. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906\*;
- d. the offence of bribery;
- e. bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;
- f. bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
- g. fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union\*, within the meaning of:
  - (1) the common law offence of cheating the Revenue;
  - (2) the common law offence of conspiracy to defraud;
  - (3) fraud or theft within the meaning of the Theft Act 1968\* the Theft Act (Northern Ireland) 1969\*, the Theft Act 1978\* or the Theft (Northern Ireland) Order 1978\*;
  - (4) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
  - (5) in Scotland, the offence of fraud;
  - (6) in Scotland, the offence of theft;
  - (7) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies Act (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
  - (8) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994\*;



- (9) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
  - (10) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968\* or section 19 of the Theft Act (Northern Ireland) 1969\* or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
  - (11) in Scotland the offence of uttering; or
  - (12) in Scotland, the criminal offence of attempting to pervert the course of justice;
- h. money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007\*;
- i. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA\*;
- j. an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- k. in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);
- l. any other offence within the meaning of Article 39(1) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any member State.

\* including amendments to the legislation

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

- a. being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
- b. being a partnership constituted under Scots law, has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;



c. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state;

d. has not been convicted of a criminal offence relating to the conduct of its business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;

e. has not committed an act of grave misconduct in the course of its business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;

f. has not been told by a contracting authority, that the Potential Provider does not to possess the reliability necessary to exclude risks to the security of the United Kingdom\*;

g. has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the member State in which it is established;

h. has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the member State in which it is established.

\* Please note that under the DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

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