



Eliot Murton  
Navy Commercial  
4 Deck  
Navy Command Headquarters  
Leach Building  
Whale Island  
Portsmouth  
PO2 8BY

Telephone: 03001554129  
Email: eliot.murton100@mod.gov.uk

18 November 2021

Dear Sir / Madam

**Invitation to Tender Reference 701577429**

1. You are invited to tender for the RFA BESPOKE SAFETY TRAINING COURSES in competition in accordance with the attached documentation.
2. The requirement is set out in Schedule 1 - Statement of Requirements.
3. Funding has been approved. The total budget is £352,964.00 (excluding VAT).
4. You may raise questions about the tender and the requirement via the Defence Sourcing Portal. The deadline for asking questions is 10:00 on 9 December 2021. Please note that any questions raised, and the answers provided, may be shared with other interested suppliers.
5. You must submit your Tender via the Defence Sourcing Portal by 10:00 on 23 December 2021. You should allow sufficient time for submission as late tenders will not be accepted.
6. The anticipated date for the contract award decision is 17 January 2022. Please note that this is an indicative date and may change.

Yours faithfully

**Eliot Murton**  
Commercial Officer

## Contents

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

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Tender. The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
  - Section A – Introduction
  - Section B – Key Tendering Activities
  - Section C – Instructions on Preparing Tenders
  - Section D – Tender Evaluation
  - Section E – Instructions on Submitting Tenders
  - Section F – Conditions of Tendering
  - DEFFORM 47 Annex A – Tender Submission Document (Offer)
    - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
- Contract Documents (As per the contents table in the Terms and Conditions)
  - Terms & Conditions which includes the Schedule of Requirements and any additional Schedules, Annexes and/or Appendices
- DEFFORM 111 – Appendix to Contract - Addresses and Other Information
- DEFFORM 539A – Tenderer's Commercially Sensitive Information Form (SC1B Schedule 4)
- Statement Relating to Good Standing
- Cyber Risk Assessment

## **Section A - Introduction**

### **DEFFORM 47 Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

A13. "Schedule of Requirements" (Schedule 2) means that part of the Contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A14. The "Statement of Requirement" (Schedule 1) means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A15. A 'Sub-Contractor' means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

A16. A "Sub-Contracting Arrangement" means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be

the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

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

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

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

## **Purpose**

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

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

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

A22. This requirement was advertised by the Authority in Defence Sourcing Portal dated 18 November 2021 under the following reference 701577429. This notice will also be transferred to Find A Tender and Contracts Finder.

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

A24. This ITT has been advertised on the Defence Sourcing Portal (DSP) under the Open procedure.

A25. A Contract Bidders Notice has not been advertised because this requirement is under the Open procedure and Bidders are not yet known.

A26. Funding has been approved for this requirement.

## **ITT Documentation and ITT Material**

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

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or 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 sub-paragraph A27.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 if you decide not to submit a Tender;
- g. immediately confirm destruction of (or in the case of software, that it is beyond use) all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A28. Some or all 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 A27 above.

### **Tender Expenses**

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

### **Consortia and Sub-Contracting Arrangements**

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

### **Material Change of Control**

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

- a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;
- b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or
- c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and
- d. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting

Arrangement, including:

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

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

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

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

- a. it fails to re-submit to the Authority the updated relevant section of its PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than 5 business days following request from the Authority; or
- b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

### **Contract Terms & Conditions**

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

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

### **Other Information**

#### **A37. The Armed Forces Covenant**

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

ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

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

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

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

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

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

e. Paragraph A37 a to d above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation, Contract award procedure or any resulting Contract. However, the Authority very much hopes you will want to provide your support.

A38. .

IR35 off payroll working rules are not considered to apply to this requirement unless the Winning Tenderer indicates that the personnel who will be used to deliver Services will not be employed through their payroll. In those circumstances, a relevant assessment will be raised.

A Cyber Risk Assessment has been raised for this requirement under Assessment number RAR-2MEF57MP. The associated Cyber Risk Profile is 'low'.

Where a Cyber Risk Assessment has been raised, Tenderers must complete a Supplier Assurance Questionnaire and email this to [ISSDes-DCPP@mod.gov.uk](mailto:ISSDes-DCPP@mod.gov.uk), who will confirm cyber risk compliance. A copy of the completed questionnaire and the compliance email should then be included as part of the tender submission.

If a Tenderers Supplier Assurance Questionnaire score does not meet the level set in the Cyber Risk Assessment, this does not prevent submission of a Tender. In those circumstances, a Cyber Implementation Plan should be completed as part of the tender submission, to demonstrate what actions will be taken to meet the required Cyber Risk level. Provided the actions and timescales were considered acceptable to The Authority, the Cyber Implementation Plan would then be included as a requirement in any resulting Contract.

### **Cyber Implementation Plan Template**

MOD contract number:	701577429
CSM Risk Acceptance Reference:	
CSM Cyber Risk Profile:	
Name of Supplier:	
Current level of Supplier compliance:	
Reasons unable to achieve full	

compliance:	
Measures planned to achieve compliance / mitigate the risk with dates:	
Anticipated date of compliance / mitigations in place:	

## Section B – Key Tendering Activities

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

Stage	Date and Time	Responsibility	Submit to:
Invitation to Tenderers' Conference <sup>1</sup>	Not Applicable to this procurement		
Date for confirmation of attendance at Tenderers' Conference	Not Applicable to this procurement		
Final date for Clarification Questions / Requests for additional information	9 December 2021	Tenderers	Defence Sourcing Portal
Final Date for Requests for Extension to return date <sup>3</sup>	9 December 2021	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers <sup>2</sup>	12 December 2021	The Authority	All Tenderers
Tender Return	23 December 2021	Tenderers	Defence Sourcing Portal
Negotiations <sup>4</sup> / Reverse Auction / Trials/Testing	Not Applicable to this procurement		
Tender Evaluation	10 January 2021	The Authority	N/A

### Notes

#### Tenderers Conference

B1. A Tenderers Conference is not being held.

#### Clarification Questions

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



the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

### **Tender Return**

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

### **Negotiations**

B4. Negotiations do not apply to this tender process.

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

### **Construction of Tenders**

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Prices.

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

### **Validity**

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

## **Section D – Tender Evaluation Criteria**

D1. This section details how your Tender will be evaluated.

D2. The Tender evaluation will assess the Most Economically Advantageous Tender (MEAT) to The Authority based on the following calculation:

$$\text{Evaluation Score} = \frac{\text{Total Price}}{\text{Total Technical Score}}$$

D3. Any Tender which is considered non-compliant for any Commercial, Financial and Technical element or criteria will be excluded from the competition and not receive an Evaluation Score.

D4. The Tenderer with the lowest Evaluation Score will be considered to be the Winning Tenderer and awarded any resulting contract.

D5. In the event that multiple Tenderers achieve the exact same lowest Evaluation Score, then the Tenderer with the lowest Total Price will be considered to be the Winning Tenderer. In the event that multiple Tenderers achieve the exact same lowest Evaluation Score and have the exact same lowest Total Price, then The Authority reserves the right to request those, and only those, Tenderers to submit final and best Total Prices, with the lowest final and best Total Price considered to be the Winning Tenderer.

D6. Tenders will be evaluated based on the contents of their Tender response only. Technical Evaluation will be undertaken independently from Commercial and Financial Evaluations. Technical evaluators will have no knowledge of associated prices.

D7. Should any exclusions, assumptions, dependencies or caveats apply to your Tender or any of the goods and/or services that you would provide when delivering the requirements, these should be clearly indicated in the relevant areas of the Tender.

### **Commercial Evaluation**

D8. The Commercial Evaluation will assess if:

- the Tender was received by the due date and time.
- any required delivery dates can be met.
- all Terms & Conditions have been accepted.
- Tender Offer Annex A was submitted.
- the Statement Relating to Good Standing was submitted.
- any other requested items were submitted.
- the Supplier Assurance Questionnaire (and Cyber Implementation Plan, if required) was submitted.

D9. A Tender may be considered non-compliant if:

- any of the items detailed in D8 are not provided.

D10. The Authority reserves the right to undertake a financial health check of Tenderers as part of the Commercial Evaluation.

D11. In the event that a Parent Company or Bank guarantee is requested and is not provided, The Authority retains the right to consider the Tenderer non-compliant.

### **Financial Evaluation**

D12. The Financial Evaluation will assess the Total Price the Tenderer has offered to deliver all the requirements set out in the Statement of Requirements.

D13. Prices should be provided for each item listed in the Schedule of Requirements. The Total Price should be confirmed on Tender Annex A. This shall be the total maximum cost for the provision of all requirements (goods and/or services) detailed in the Statement of Requirement for the full maximum duration of the requirement, including any optional services and periods.

D14. The Total Price figure that will be used in the evaluation of Tenders shall be the total figure that is calculated from the prices Tenderers have provided for each item listed in the Schedule of Requirements, for the full maximum duration of the requirement, including any optional services and periods.

D15. Tenderers are notified that when the contract is in place, payments for goods and/or services will be made after the goods and/or services have been fully delivered. For example, payment for purchase of an item will be made after it has been delivered and installed or payment for annual maintenance of a piece of equipment will be made at the end of the contract year during which the maintenance was undertaken.

D16. Where estimated Authority usage figures are shown on the Schedule of Requirements, the Total Price figure shall not be a guarantee of payments to be made under any resulting Contract.

D17. A Tender will be considered non-compliant if:

- the Total Price is greater than the total available funding of £352,964; or
- the Tender does not indicate a Total Price; or
- the Tender has not provided prices for the all items in the Schedule of Requirements.

## **Technical Evaluation**

D18. The Technical Evaluation will assess how much confidence the Tender gives The Authority, that the Tenderer can meet and deliver all the requirements detailed in the Statement of Requirements.

D19. The Technical Evaluation will allocate points to a set of evaluation criteria. These criteria may also be weighted, with the points allocated to each individual criteria being multiplied by the associated weight to give a score for that individual criteria. The points, weightings and scores available for each criteria are indicated in the Technical Criteria Table. Guidance on how Tenders will be scored is in the Scoring Criteria Table.

D20. The Technical Evaluation may also assess some criteria on a pass/fail basis. These criteria will not be included in the Total Technical Score calculation. Guidance on how Tenders will be scored is in the Scoring Criteria Table.

D21. The scores awarded for each individual criteria, excluding any pass/fail criteria, will be added together to give the Total Technical Score.

D22. Technical evaluators are considered to be Subject Matter Experts (SME) in the areas they are evaluating. If an individual criteria is evaluated by more than the one SME, then an overall moderated points figure will be agreed between the evaluators for that criteria. This moderated points figure will be used for the purposes of the evaluation.

D23. A Tender will be considered non-compliant if:

- the Tender receives points which are below the threshold set for any individual criteria; or
- the Tender receives a Total Technical Score below 30; or
- the Tender receives a fail on any pass/fail criteria.

D24. Technical Criteria Table

Figure	Criteria	Points Available	Minimum Threshold	Points Awarded	Weight	Score Available	Score Awarded
A	Confirm that you are an approved MCA training provider (ATP) or approved to deliver SSO training.	Pass or Fail	Pass		N/A	Pass or Fail	
B	Confirm that you are able to comply with DPA and GDPR when handling Personal Data	Pass or Fail	Pass		N/A	Pass or Fail	
1	State if your courses will meet all of the training requirements detailed on the SoR	0, 30, 70 or 100	30			9.00	
2	State that you can meet the required number of courses and capacity detailed on the SoR	0, 30, 70 or 100	30			9.00	
3	State if training is to be delivered within 30 miles of NCHQ, Portsmouth.	0, 30, 70 or 100	30			4.00	
4	State any Certification/Accreditations that delegates will receive on completion of course	0, 30, 70 or 100	30			9.00	
5	Will training be delivered by personnel who are Suitably qualified and experienced who have a detailed knowledge of MN/RFA Shipboard Safety structures/routines	0, 30, 70 or 100	30			4.00	
6	State how you will deliver and manage the Services detailed in the Statement of Requirement	0, 30, 70 or 100	30			9.00	
7	State how you will ensure a quality service is delivered – Describe any internal/external validation processes, if any. Will you use end of course questionnaires or feedback forms	0, 30, 70 or 100	30			9.00	
8	Outline the resources the you will deploy to manage and deliver this requirement	0, 30, 70 or 100	30			14.00	
9	Provide examples of the course handouts that will be provided to delegates during and on completion of course	0, 30, 70 or 100	30			9.00	
10	Do you meet all other requirements detailed on the SoR	0, 30, 70 or 100	30			14.00	

11	Explain how you will Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications (further information on social value can be found at this link)	Pass or Fail	Pass			5.00	
12	Explain how you will Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement (further information on social value can be found at this link)	Pass or Fail	Pass			2.5	
13	Explain how you will Support disabled people in developing new skills relevant to the contract, including through training schemes that result in recognised qualifications (further information on social value can be found at this link)	Pass or Fail	Pass			2.5	
	Total Technical Score					100	

## D25. Scoring Criteria Table

Pass	Fail
<p>In The Authority's opinion the Tenderers response to the requirements or criteria being assessed: clearly details how the requirements or criteria will be met in full and sufficient evidence has been provided, where applicable.</p> <p>clearly shows that any required volumes, timescales, standards or support will be met, where applicable.</p>	<p>In The Authority's opinion the Tenderers response to the requirements or criteria being assessed: does not clearly detail how the requirement or criteria will be met in full and sufficient evidence has not been provided, where applicable.</p> <p>does not clearly show that any required volumes, timescales, standards or support will be met, where applicable.</p>

100 – High Confidence	70 – Good Confidence	30 – Moderate Confidence	0 – Low Confidence
In The Authority's opinion	In The Authority's opinion	In The Authority's opinion	In The Authority's opinion

<p>the Tenderers response to the requirements or criteria being assessed: addresses and demonstrates a thorough understanding of all elements of the requirement or criteria, where applicable.</p> <p>provides a comprehensive, unambiguous and thorough explanation of how all of the requirement or criteria will be delivered, where applicable.</p> <p>details a thorough explanation of how the full volumes and timescales of the requirement or criteria will be met, where applicable.</p> <p>provides comprehensive details showing how all of the requirement or criteria will be managed with sufficient resource allocated and support provided for the full duration, where applicable.</p> <p>comprehensively details how the requirement or criteria will be assured and how all quality or standards expected will be met in full, where applicable. has comprehensively considered risks to delivery of the requirement or criteria and thoroughly explained how they will be eliminated or mitigated, where applicable.</p>	<p>the Tenderers response to the requirements or criteria being assessed: addresses and demonstrates a sufficient understanding of most of the requirement or criteria, where applicable.</p> <p>provides sufficient detail and explanation of how most of the requirement or criteria will be delivered, where applicable.</p> <p>shows sufficient ability to meet most of the volumes and timescales for the requirement or criteria, where applicable.</p> <p>provides sufficient information to show how most of the requirement or criteria will be managed with adequate resource allocated and support provided, where applicable.</p> <p>sufficiently details how most of the requirement or criteria will be assured and quality or standards expected will be met, where applicable.</p> <p>has considered risks to delivery of the requirement or criteria and adequately indicated how most will be eliminated or mitigated, where applicable.</p>	<p>the Tenderers response to the requirements or criteria being assessed: addresses and demonstrates an understanding of some of the elements of the requirement or criteria, where applicable.</p> <p>is weak in some areas and does not fully detail or explain how some elements of the requirement or criteria will be delivered, where applicable.</p> <p>indicates that some of the volumes or timescales for the requirement or criteria will be met but may be lacking detail in some areas, where applicable.</p> <p>provides details of how some of the requirement or criteria will be managed but leaves concerns about the resource and support provided, where applicable.</p> <p>provides details of how some of the requirement or criteria will be assured but leaves doubt about quality or standards, where applicable. has considered risks to some of the requirement or criteria but leaves concerns that there are risks that have not been considered or may not be mitigated, where applicable.</p>	<p>the Tenderers response to the requirements or criteria being assessed: does not address or demonstrate an understanding of most or all of the requirement or criteria, where applicable.</p> <p>does not demonstrate the ability to deliver most or all of the requirement or criteria, where applicable.</p> <p>does not show that most or all of the volumes or timescales of the requirement or criteria will be met, where applicable.</p> <p>does not provide details of how most or all of the requirement or criteria will be managed or that the required resource and support will be provided, where applicable.</p> <p>does not demonstrate that most or all of the required standards or quality will be met, where applicable.</p> <p>has identified and addressed few or no risks to delivery, where applicable.</p>
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## D26. Evaluation Example Table

The following table provides an example of how Tenders may be evaluated/scored and is for illustrative purposes only. The number of questions and potential points/scores do not necessarily reflect the exact Technical Scores and Scoring Criteria for this particular requirement or how Tenders for this requirement will be evaluated. This example is based on a procurement with 2 pass/fail criteria and 5 scored criteria, each with a minimum threshold of 30, and funding of £250,000.

Figure	Weight	Tender 1 Points	Tender 1 Score	Tender 2 Points	Tender 2 Score	Tender 3 Points	Tender 3 Score	Tender 4 Points	Tender 4 Score
A	N/A	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
B	N/A	Pass	Pass	Fail	Fail	Pass	Pass	Pass	Pass
1	30.00%	100	30.00	100	30.00	100	30.00	70	21.00
2	25.00%	70	17.50	100	25.00	30	7.50	100	25.00
3	18.00%	100	18.00	30	5.40	100	18.00	70	12.60
4	15.00%	100	15.00	0	0.00	100	15.00	100	15.00
5	12.00%	100	12.00	100	12.00	100	12.00	100	12.00

Technical Score			92.50		72.40		82.50		81.10
Technical Compliance			Compliant		Non-Compliant		Compliant		Compliant

  

Total Price			240,000		215,000		275,000		210,000
Financial Compliance			Compliant		Compliant		Non-Compliant		Compliant

  

Commercial Compliance			Compliant		Compliant		Compliant		Compliant
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Evaluation Score			2594.59		0.00		0.00		2589.40
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In this example, Tender 2 was non-compliant as it did not meet the minimum threshold for Technical Criteria B and 4. Tender 3 was as non-compliant as the Total Price exceeded the funding available. Tender 4 is the Winning Tenderer, as it had the lowest Evaluation Score and was compliant for all Commercial, Financial and Technical criteria.

## Section E – Instructions on Submitting Tenders

### Submission of your Tender

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

E2. You must provide via the DSP one priced copy of your Tender and one unpriced copy. Both copies should be clearly labelled and easily identifiable. You must ensure that there are no prices present in your unpriced copy. The Authority has the right to request, at its discretion, that any pricing information found in the unpriced copy is redacted in accordance with paragraph E3.

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

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

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



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

## **Lots**

E7. This requirement has not been split into lots.

## **Variant Bids**

E8. The Authority will not accept variant bids.

## **Samples**

E9. Samples are not required.

# **Section F – Conditions of Tendering**

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

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

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

F3. The Contract will be entered into when the Authority sends written notification of its entry into the Contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C3.

## **Conforming to the Law**

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

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behavior 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.

## **Bid Rigging and Other Illegal Practices**

F6. You must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

## **Conflicts of Interest**

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

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

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

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

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

- f. the Authority's rights of audit; and
- g. physical and managerial separation.

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

### **Government Furnished Assets**

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

### **Standstill Period**

F12. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award a Contract to the successful Tenderer before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158s are sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

### **Publicity Announcements**

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

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

### **Sensitive Information**

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

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

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

### **Reportable Requirements**

F18. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of

Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you attach the relevant information.

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

### **Specific Conditions of Tendering**

F20.

**DEFFORM 47ST Annex A**  
**Edn 15 Feb 21**

### **Ministry of Defence**

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

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

The undersigned Tenderer, having read the ITT Documentation, 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 shall apply.

<b>Applicable Law</b>	
I agree that any contract resulting from this competition shall be subject to English Law	Yes / No
<b>Total 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 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</b> (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			<b>Tenderer's Declaration</b>	
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 the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions?			Yes* / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?			Yes* / No / N/A	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Have you completed the compliance matrix/ matrices?			Yes / No / N/A	
Are you a Small Medium Sized Enterprise (SME)?			Yes / No	
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?			Yes / No	
Have you completed and attached Tenderer's Commercially Sensitive Information Form?			Yes / No	
If you have not previously submitted a Statement Relating to Good Standing, within the last 12 months, or circumstances have changed have you attached a revised version?			Yes* / No / N/A	
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?			Yes* / No	
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?			Yes* / No	
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly			Yes* / No	
Do the Contractor or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?			Yes* / No	
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?			Yes / No / Not Required	
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?			Yes / No / Not Required	
Have you completed the additional Mandatory Requirements (as per paragraph F18) stated in this ITT?			Yes / No	
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).				
<b>Tenderer's Declaration of Compliance with Competition Law</b>				
We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:				
a. the offered price has not been divulged to any Third Party,				
b. no arrangement has been made with any Third Party that they should refrain from tendering,				

c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion.

d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and

e. no arrangement has been made with any Third Party otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.

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

We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in the Tenderer's Commercially Sensitive Information Form (DEFFORM 539A).

**Dated this                      day of                      Year**

**Signature:** \_\_\_\_\_ **In the capacity of** \_\_\_\_\_

(Must be scanned original)

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

**Name:** (in BLOCK CAPITALS)

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

(Tenderer's Name)

**Postal Address:****Telephone No:**

**Registered Company Number:**

Dun And Bradstreet number:

## **Information on Mandatory Declarations**

### **IPR Restrictions**

1. 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).
2. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 3 below, 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 Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables;
  - c. the nature of any allegation referred to under sub-paragraph 2.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and/or;
  - d. any action you need to take, or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 2.b.
3. You must, 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.
4. If you have previously provided information under paragraphs 2 and 3 you can provide details of the previous notification, updated as necessary to confirm their validity.

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

5. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.
6. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant Contract, you must provide the following information in your Tender:

Whether all or part of any Contractor Deliverables are or will be subject to:

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

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 6 and return it as part of your Tender. If you have

previously provided this information you can provide details of the previous notification and confirm the validity.

7. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.
8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.
9. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 6.
10. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the Contract.

## **Import Duty**

11. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.
12. For the purpose of this competition, for any deliverables not yet imported into the UK, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and/or suspended.
13. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty's Revenue & Customs (HMRC) authorisations.

## **Cyber Risk**

14. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of "Low". The Risk Assessment Reference is RAR-405272446. Tenderers are required to complete the Suppliers Assurance Questionnaire and submit this as part of their Tender response, together with a Cyber Security Implementation Plan as appropriate.

## **Sub-Contracts Form 1686**

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

## **Small and Medium Enterprises**

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

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applies to the money which the Authority spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of SME.



17. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their Sub-Contractors are encouraged to make their own commitment and register with the Prompt Payment Code.

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

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

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

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

21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Prime Minister's letter of May 2010 (Government Transparency and Accountability) and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 13.

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

23. You must complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A, 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. Tenderers must note that use of the Contracting, Purchasing and Finance (CP&F) electronic procurement tool is a mandatory requirement for any resultant Contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

## **Change of Circumstances**

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

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

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

## **Defence Safety Authority (DSA) Requirements**

28. There are no DSA Requirements.

## **Bank or Parent Company Guarantee**

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

# **Schedule 1 – Statement of Requirements**

## **STATEMENT OF REQUIREMENT**

### **Introduction**

The Royal Fleet Auxiliary (RFA) Service, Senior Manager Safety Awareness (SMSA) and Junior Manager Safety Awareness (JMSA) training courses are required to enable senior and junior managers, along with RFA on board Health and Safety Representatives to develop their existing skills and understand the principles, regulation and application of Health and Safety in a maritime environment.

The training should be Maritime and Coastguard Agency (MCA) / Standards of Training, Certification and Watchkeeping for Seafarers (STCW) accredited or approved as a minimum. The RFA require the provision of training for RFA personnel over a contract period of 5 years.

### **Background**

There is a requirement to educate RFA personnel in order to comply with both BRd10 and BRd875 to provide RFA core safety training courses. The requirement to provide safety training is also established firmly in UK Maritime law. The safety training is necessary to maintain the arrangements for each ship to operate its Safety Management System, needed to comply with the International Maritime Organisations (IMO) - International Safety Maritime Code, Safety Management Certificate without which ships cannot sail.

Historically this training has been provided in the following bespoke courses:

- SMSA - external accreditation Maritime and Coastguard Agency – Shipboard Safety Officer;
- JMSA - external accreditation Maritime and Coastguard Agency Shipboard Safety Officer;
- OSR - On Board Safety Representative (This has now been sourced via an in-Service solution delivered at HMS COLLINGWOOD).

### **Requirement**

The SMSA and JMSA courses are required to enable RFA personnel in Line Management or Safety Management positions to meet MCA Shipboard Safety Officer standards and to maintain the ships Safety Management System in order to comply with IMO standards and BRd10 - Navy Command Safety and Environmental Management System (NC SEMS).

#### **Description of Work – SMSA Course**

The SMSA course is a bespoke RFA safety training programme for Senior Officers, designed to fulfil the requirements of the Merchant Navy Training Board (MNTB) standards for Shipboard Safety Officers (SSO) 2<sup>nd</sup> edition, 2018 and incorporates the Shipboard Safety Officer and Shipboard Risk & Safety Management. This course should be bespoke to the RFA, noting the unique operating environment and safety related risks incumbent in the role of the RFA Service.

The SMSA is aimed at First Officer (1/O) and above across all departments with priority given to Captain and Chief Officers in the Deck (X), Marine Engineering (ME) branches and Heads of Departments (HoDs) in all departments. Also Second Officer (LS) Band B and 2/O(C) as a HoD.

On completion of the course, delegates should be provided with an MCA approved Shipboard Safety Officer Certificate.

The course addresses safety from the perspective of ship and departmental management

responsibility. Delegates are issued with a MCA approved Shipboard Safety Officer (SSO) Certificate (MCA course approved and STCW ready). This ensures that all Senior Officers understand and, if necessary, could carry out, the duties of the Safety Officer.

On completion of the training course delegates should be able to:

- Explain the underlying philosophy of safety with respect to Duty of Care and Risk Management.
- Understand, use and develop safety management systems.
- Identify the authority, accountability, roles and responsibilities of key personnel onboard and ashore.
- Effectively predict and recognise hazards and threats.
- Apply tabletop exercising, risk assessment and operational planning skills.
- Direct, monitor and control safety critical shipboard activities.
- Conduct and report on shipboard accident investigations.
- Identify and implement methods of improving safety culture and performance.
- Participate constructively in safety meetings, debates and presentations.
- Ensure their ships meets all legal and corporate health, safety and environmental objectives and obligations.

Training is required to cover the following content and topics as a minimum to comply with the MNTB standards for SSO 2<sup>nd</sup> edition 2018:

- Introduction - Tutor introductions, venue, domestics and safety arrangements, course aims, structure and materials.
- Legislative overview – The legal framework of national and international legislation.
- The underlying philosophy and principles of safety.
- Detailed analysis of Statutory Instrument (SI) 2962<sup>1</sup> and the International Safety Management (ISM) Code and International Maritime Organisation (IMO) conventions.
- SI 2962, MIN 564 and ISM requirements.
- SI 1512 - The Health and Safety (Miscellaneous Revocations and Amendments) Regulations 2013.
- Duty of Care and risk mitigation (SI 2962) - So Far as is Reasonably Practicable and the principles of Risk Management.
- Safety Culture (SI 2962) - Code of safe working practice and safety leadership.
- The economics of safety and the Temple of Safety.
- Systems Approach – Roles and Responsibilities and Leading Safety.
- The RFA operating environment and analysis – examination of concerns and potential mitigation.
- The Role of the Civil Service and MoD Safety Agencies and the Safety Case Approach.
- Accident statistics – Statistical integrity and use of statistics as a persuasive tool (accident triangles, pie charts and trend analysis), raising awareness through good statistics.
- Accident Causation Theory – Accident causation theories, causal chains and Human Factors knowledge.
- Rule and skill-based behaviour.
- Detailed discussion of roles and responsibilities of key personnel with focus on the duties of the Safety Officer, explaining each in turn.
- Detailed discussion of roles and responsibilities of key personnel – focussed on powers and obligations of safety representatives, explaining each in turn.
- Reason's, culpability model and Just Culture.
- Systematic Approach and Risk Management.
- Risk Assessment Techniques (Formal and Dynamic) and Forms - to include the Structured What If Technique (SWIFT) and ERIC-PD (Eliminate, Reduce, Isolate, Control, Personal Protective Equipment, Discipline/Training).

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<sup>1</sup> The Merchant Shipping and Fishing Vessels (Health and Safety at Work) Regulations 1997.

- Code of Safe Working Practices (CoSWP) for Merchant Seafarers 2020.
- Scenario Based Risk Assessment - Scenario based Risk Assessment Methodologies.
- Planning and Contingency Approach - worked example scenario Risk Assessment to include a tabletop and scenario based Risk Assessment using SWIFT. Plan, Do, Check Act and ERIC-PD methodology.
- Health and Safety Executive (HSE) Safety Governance Guide.
- Project Based Approaches – Safety Case.
- Investigation and Reporting – Latest RFA/Merchant Navy Accident Statistics. Reporting requirements and Navy Lessons Identified Management System (NLIMS). Evidence Gathering and Root Cause Analysis.
- Marine Accident Investigation Branch (MAIB),
- Navy Safety Occurrence Report (NSOR) (see NSG-06 NSOR User Guide).
- How to complete the NLIMS forms online.
- Legal and ISM compliance workshop – to include: Assessing risk to people, assets and environment; Defining policy and identifying objectives; Creating Safe Operation Procedures (SOPs) and records using information and physical resources; Developing contingency plans using SWIFT.
- Review ISM Code – Temple systems pillar, Plan, Do, Check, Act and the systems approach. The role and benefit of procedures, permits and checklists and audit requirements 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> party.
- Practical workshops and assessments.
- Formal safety assessment and safety case approach, including safety related project planning.
- In-depth accident investigation, planning, analysis and reporting.
- The NLIMS database and practical NLIMS reporting (*Safety Centre visiting trainer*).
- ISM Compliance extended to include recognition and ownership of cumulative risk.
- Reporting deficiencies to facilitate the maintenance of operational effectiveness.
- MOD operating environment and Duty Holder Framework (*RFA input*).
- Risk in context, cumulative risk and the Official Duty Holder (ODH), strategic safety governance issues.
- Exploring super safe organisations and the 6 super safe rules.
- Scenario based risk assessment and table topping techniques

### **Description of Work – JMSA Course**

The JMSA course is a bespoke RFA safety training programme for Junior Officers and personnel who plan for and supervise hazardous work. The training should be based on and comply with the requirements of the MNTB standards for SSO 2<sup>nd</sup> edition, 2018. Training should be approved by the UK MCA. This training should be bespoke to the RFA, noting the unique operating environment and safety related risks incumbent in the role of the RFA Service.

The JMSA course considers safety from the perspective of day to day or watch management responsibility and the supervision of work, and delegates are issued with an MCA approved Non-STCW Certificate for Shipboard Risk & Safety Management on completion of the training.

The JMSA is aimed at personnel from Petty Officer (PO) to 2/O inclusive across all departments, with priority given to Chief Petty Officer (CPO) and Medical Technician (MedTech).

On completion of the training course delegates should be able to:

- Understand the philosophy underpinning ‘Duty of Care’ and the principles relating to the term ‘So Far as Reasonably Practicable’.
- The CoSWP.

- Appreciate the value and use of the CoSWP, whilst also understanding the legislative framework it supports.
- Explain the purpose of, and the requirements for compliance with IMO's ISM Code for Ships.
- Describe how an effective SMS operates on board.
- Define the role and powers of the Safety Representative, SSO and work supervisor.
- Appreciate the significance of company specific and industry sector accident statistics and trends.
- Understand the cause and cost of accidents in the marine environment.
- Recognise hazards and carry out workplace inspections.
- Undertake, record and review risk assessments.
- Identify appropriate hazards and risk control measures.
- Assist with accident investigation and reporting.
- Participate effectively in the work planning process following the systematic framework of Plan, Do, Check and Act.
- Effectively contribute to raising safety awareness onboard and to safety related meetings.
- Liaise with and manage their teams to ensure compliance with all ISM requirements.

Training is required to cover the following content and topics as a minimum to comply with the MNTB standards for SSO 2<sup>nd</sup> edition 2018:

- Introduction - Tutor introductions, venue, domestics and safety arrangements, course aims, structure and materials.
- Legislative overview and the ISM code.
- Introduce and explain SI 2962.
- Duty of Care and risk mitigation (SI 2962) - So Far as is Reasonably Practicable and the principles of Risk Management.
- SI 1512 and the ISM Code.
- The MoD Duty Holder Framework.
- RFA Safety Management Arrangements.
- Shipboard SMS.
- Controlling hazardous work through SOPs and permits.
- Auditing Safety Systems and the role of the HSE, MCA and MAIB.
- Safety leadership and the Just Culture.
- The costs of failing versus improving in safety.
- The Temple of Safety SI 2962 explained.
- Roles and responsibilities – The role of the supervisor in safety management and process improvement.
- The role, responsibilities and powers of the Safety Representatives.
- Rules governing the election of Safety Representatives.
- The role and statutory duties of the SSO.
- On board Safety Committee meetings – Role, representatives and responsibilities.
- The Plan, Do, Check, Act quality management model.
- Applying the Plan, Do, Check Act principles.
- Adopting a systematic approach for day to day work management.
- The RFA Temple of Safety.
- Accident Causation and Prevention.
- The TEMPLE as an accident causation model.
- Other accident causation models – Swiss Cheese/Bowtie/Immediate/Contributory and Organisational Factors.
- Human Factors and the human element in accidents.
- Accident analysis, management systems and safety leadership.
- Contingency planning – Hazards and Risks.
- Knowledge, Rule and Skill based behaviour.
- Rule based errors in relation to systems, training and stress.

- Risk Assessment – RFA Risk Assessment Techniques, Forms and Control Hierarchy.
- Practical Risk Assessment.
- Shipboard hazard awareness – dynamic risk assessment and workplace husbandry.
- Incident and accident investigation – investigation requirements.
- Investigation techniques and reporting.
- The junior manager as Investigating Officer – analysis and discussion.
- Evidence gathering and Root Cause Analysis.
- Introduction to SI 2962 and ISM – Compliance workshop.
- Assessing risk to people, assets and the environment.
- Defining policy and identifying objectives.
- Creating SOPs and records, using information and physical resources.
- Developing contingency plans using SWIFT.
- Defining verification and audit requirements.
- Learning and improving – NLIMS and NSOR.

The SMSA and JMSA courses are to be delivered interactively to a maximum of 12 delegates per course using a combination of lecture, discussion and debate, video and case study analysis and team workshops.

### **Practical Training to include**

The course should provide a combination of integrated training lectures, discussion and debate; video and case study; analysis and team workshops; along with practical risk assessments, based on case studies and videos as appropriate. Training should be classroom based, but should consider all appropriate blended learning solutions to deliver training in order to provide a valuable training experience.

### **Deliverables**

The current prediction for each training year includes: -

- 5 x SMSA courses with a capacity of 12 personnel per course = 60 places per year.
- 10 x JMSA courses with a capacity of 12 personnel per course = 120 places per year.

Training should be delivered by highly experienced, senior, suitably qualified and experienced (SQEP) mariners. Training should be STCW accredited or approved as a minimum. Personnel should be provided with a course completion certificate recognised by the MCA as meeting the principles laid down in the MNTB standards for SSO 2<sup>nd</sup> edition, 2018 and have satisfied the necessary criteria. All training and training materials should be delivered in English.

Each successful candidate will receive as appropriate: -

- Shipboard Safety Officer certificate
- Shipboard Risk & Safety Management certificate

Personnel shall receive course handouts that support theory and practical instruction in the areas identified above.

### **Milestones**

Course dates should be offered at regular intervals across the year, with the first course being available no later than 3 months following contract award.

Training should be provided by an MCA approved training company. Training ideally should be delivered within 30 miles of Navy Command, Whale Island, Portsmouth area to ensure continued input from RFA subject matter experts and the Navy Safety Centre and continued assurance of that input.

**Duration**

The desired duration of the contract is 5 years. The contract should commence as soon as is practicable and no later than October 2021, to ensure operational capability is maintained.

**Safety**

Suppliers are to have relevant Safety, Health, Environment and Fire (SHEF) Risk Assessment and safe working practices in place for all training.

**Pricing/Payment**

A Purchase Order for the contract maximum limit of liability shall be raised on contract commencement. On completion of each training course the Contractor shall email a draft invoice, detailing the course costs including number of personnel/rates, to the relevant RFA contact. At the end of each month the RFA will receipt the Purchase Order for the total value of all draft invoices that were agreed during that month. The Contractor shall then submit their invoice in Exostar for the total amount due from those draft invoices agreed within that month.

**Security**

No specific requirement identified.

**Personal Data**

Personal data will be provided within the limitations required for course nominals and MCA certification purposes only. Data must be handled, stored, retained and destroyed in accordance with current Data Protection laws and regulations.

**Quality**

Training must be provided in accordance with MCA/STCW accredited and approved standards as a minimum.

**Accreditation**

The training provider must be MCA/STCW accredited or approved as a minimum. SMSA must lead to an approved SSO Certificate. If additional certification/accreditation is gained by course attendance, then this would be advantageous.

**Software/Hardware**

SMSA and JMSA training is to provide high quality instruction and training in order to train and certify personnel responsible for the safe conduct of operations within the RFA Service.

**Exploitation Levy**

Not applicable.

**Site Visits**

Not applicable.

**Samples**

Samples and details of course handouts and course timetables are to be provided.

**Implementation**

Not applicable.



## **Exit**

Not applicable.

## **TUPE**

Not applicable.

## **Acronyms and Abbreviations**

RFA - Royal Fleet Auxiliary.

SMSA - Senior Manager Safety Awareness.

JMSA - Junior Manager Safety Awareness.

MCA - Maritime and Coastguard Agency.

STCW - Standards of Training, Certification and Watchkeeping for Seafarers.

IMO - International Maritime Organisations.

NC SEMS - Navy Command Safety and Environmental Management System.

MNTB - Merchant Navy Training Board.

HoDs - Heads of Departments.

SSO - Shipboard Safety Officer.

SI - Statutory Instrument.

ISM - International Safety Management.

IMO - International Maritime Organisation.

SWIFT - Structured What If Technique.

ERIC-PD - Eliminate, Reduce, Isolate, Control, Personal Protective Equipment, Discipline.

CoSWP - Code of Safe Working Practices for Merchant Seafarers.

SMS - safety management system.

MoD - Ministry of Defence.

HSE - Health and Safety Executive.

NLIMS - Navy Lessons Identified Management System.

MAIB - Marine Accident Investigation Branch.

NSOR - Navy Safety Occurrence Report.

SOPs - Safe Operation Procedures.

ODH - Official Duty Holder.

CPO - Chief Petty Officer.

MedTech - Medical Technician.

SQEP - suitably qualified and experienced.

SHEF - Safety, Health, Environment and Fire.

**Points of Contact**

2/O(LS) Marc Williams - NAVY PERS-RFA NAUTILUS (Marc.Williams225@mod.gov.uk).  
Cdr John Edge - NAVY PCAP-BM COHERENCE SO1 (John.Edge565@mod.gov.uk)

## Schedule 2 - Schedule of Requirements

### Deliverables in accordance with Statement of Requirements

Item Number	Description	Delivery Date (exact dates to be confirmed on contract award)	Unit of Measurement	Quantity	Firm Price (£) Ex VAT – Per Item (including any packaging, travel, delivery and importing)	Firm Price (£) Ex VAT -Total (including any packaging, travel, delivery and importing)
1	5 x SMSA courses with a capacity of 12 personnel per course = 60 places per year.	Year 1	Per Item			
2	10 x JMSA courses with a capacity of 12 personnel per course = 120 places per year.		Per Item			
3	5 x SMSA courses with a capacity of 12 personnel per course = 60 places per year.	Year 2	Per Item			
4	10 x JMSA courses with a capacity of 12 personnel per course = 120 places per year.		Per Item			
5	5 x SMSA courses with a capacity of 12 personnel per course = 60 places per year.	Year 3	Per Item			
6	10 x JMSA courses with a capacity of 12 personnel per course = 120 places per year.		Per Item			
7	5 x SMSA courses with a capacity of 12 personnel per course = 60 places per year.	Year 4	Per Item			
8	10 x JMSA courses with a capacity of 12 personnel per course = 120 places per year.		Per Item			
9	5 x SMSA courses with a capacity of 12 personnel per course = 60 places per year.	Year 5	Per Item			
10	10 x JMSA courses with a capacity of 12 personnel per course = 120 places per year.		Per Item			
Quantities shown are expected numbers and not a guarantee of amounts required or due. Quantity ordered under the contract may differ dependent on The Authority requirements					<b>Total Price</b>	

Item Number	Consignee Address (XY code only)
All	HM Naval Base Portsmouth
Item Number	Payment Schedule
X	Payments to be made following delivery of service/purchase

## Schedule 3 - Contract Data Sheet

<b>Contract Period</b>	<p>Effective date of Contract: TBC</p> <p>The Contract expiry date shall be: TBC</p>
<b>Clause 6 - Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes    <input checked="" type="checkbox"/></p> <p>No     <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Commercial Officer</p> <p>Contractor: Contract Manager</p>
<b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes     <input type="checkbox"/></p> <p>No      <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p><b>Other Quality Assurance Requirements:</b></p> <p>AQAP 2130</p>

<b>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b>	<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) <u><a href="mailto:DSALand-MovTpt-DGHSIS@mod.uk">DSALand-MovTpt-DGHSIS@mod.uk</a></u></p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA)  Movement Transport Safety Regulator (MTSR)  Hazel Building Level 1, #H019  MOD Abbey Wood (North)  Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
<b>Clause 10 – Delivery/Collection</b>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input checked="" type="checkbox"/></p> <p>Special Instructions:</p> <p>Collected by the Authority <input type="checkbox"/></p> <p>Special Instructions (including consignor address if different from Contractor's registered address)</p>
<b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b>	<p>Additional packaging requirements:</p> <p>N/A</p>
<b>Clause 13 – Progress Meetings</b>	<p>The Contractor shall be required to attend the following meetings:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>
<b>Clause 13 – Progress Reports</b>	<p>The Contractor is required to submit the following Reports:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>

## Appendix - Addresses and Other Information

### 1. Commercial Officer:

Name: Eliot Murton

Address: MP1.1, NCHQ, Leach Building, Whale Island, Portsmouth,  
PO2 8BY

Email: eliot.murton100@mod.gov.uk

☎ 03001554129

### 8. Public Accounting Authority:

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
☎ 44 (0) 161 233 5397

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

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

Name:

Address:

Email



### 9. Consignment Instructions:

The items are to be consigned as follows:

As detailed in Schedule of Requirements

### 3. Packaging Design Authority:

Organisation and point of contact:

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



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

As per box 2



(b) U.I.N.

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

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

#### Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

#### Surface Freight Centre

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

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

#### B. **JSCS**

JSCS Helpdesk ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance

### 5. Drawings/Specifications are available from:

### 6. Intentionally Left Blank

### 7. Quality Assurance Representative:

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

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

### 11. The Invoice Paying Authority:

Ministry of Defence ☎ 0151-242-2000

DBS Finance

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

Liverpool, L2 3YL

**Website is:**

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

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

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site

Lower Arncliffe

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

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

#### \* NOTE

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

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

## Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 5)

Contract No:
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:

# **DEFFORM 68 – Hazardous Articles, Deliverables, Materials or Substances Statement by the Contractor**

Contract Number:

Contract Title:

Contractor:

Date of Contract:

\* To the best of our knowledge there are no hazardous Articles, Deliverables, materials or substances to be supplied. ☐

\* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: ) attached in accordance with either:

DEFCON 68 ☐ ; or

Condition 9 of Standardised Contract 1A/B Conditions ☐;

Contractor's Signature:

Name:

Job Title:

Date:

\* check box (☒) as appropriate

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## **To be completed by the Authority**

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)  
Department of Safety & Environment, Quality and Technology (D S & EQT)  
Spruce 2C, #1260  
MOD Abbey Wood (South)  
Bristol, BS34 8JH





**MOD Terms and Conditions for Less  
Complex Requirements  
(£122,979 - £378,660)**

## 1 Definitions - In the Contract:

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

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

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

**Contractor** means the person, firm or company specified as such in the purchase order. 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 purchase order, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

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

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

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

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

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

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

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

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

## 2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
  - (1) the terms and conditions;
  - (2) the purchase order; and
  - (3) the documents expressly referred to in the purchase order.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

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

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

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

## 3 Application of Conditions

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

## 4 Disclosure of Information

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

## 5 Transparency

- a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

## 6 Notices

- a. A Notice served under the Contract shall be:
  - (1) in writing in the English language;
  - (2) authenticated by signature or such other method as may be agreed between the Parties;
  - (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
  - (4) marked with the number of the Contract; and
  - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.
- b. Notices shall be deemed to have been received:

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

## 7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

## 8 Supply of Contractor Deliverables and Quality Assurance

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

## 9 Supply of 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 Schedule to the purchase order:
  - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
  - (2) the International Maritime Dangerous Goods (IMDG) Code;
  - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
  - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the

package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

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

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

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

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

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

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

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

## 10 Delivery / Collection

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

## 11 Marking of Contractor Deliverables

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

## 12 Packaging and Labelling of Contractor Deliverables

### **(Excluding Contractor Deliverables Containing Ammunition or Explosives)**

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

### **13 Progress Monitoring, Meetings and Reports**

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

### **14 Payment**

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

### **15 Dispute Resolution**

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

### **16 Termination for Corrupt Gifts**

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
  - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
  - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the

knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

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

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

- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
- (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
  - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
  - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

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

### **17 Material Breach**

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

### **18 Insolvency**

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

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

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
  - (1) for:
    - a. any liquidated damages (to the extent expressly provided for under this Contract);
    - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
    - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
    - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
  - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
  - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
  - (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;  
(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or  
(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

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

## **20 The Project Specific DEFCONs and DEFCON SC**

### **Variants that apply to this Contract are:**

DEFCON 5J (Edn 11/16) - Unique Identifiers  
DEFCON 76 SC1 (Edn 06/21) - Contractor's Personnel at Government Establishments  
DEFCON 129J SC1 (Edn 06/17) – The Use of the Electronic Business Delivery Form  
DEFCON 503 SC1 (Edn 07/21) – Formal Amendments to Contract  
DEFCON 532B (Edn 04/20) - Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)  
DEFCON 534 (Edn 06/17) – Subcontracting and Prompt Payment  
DEFCON 538 (Edn 06/02) - Severability  
DEFCON 566 Edn 10/20) - Change of Control of Contractor  
DEFCON 609 SC1 (Edn 08/18) - Contractor's Records  
DEFCON 620 SC1 (Edn 12/16) – Contract Change Control Procedure  
DEFCON 656A (Edn 08/16) - Termination for Convenience Under £5m  
DEFCON 658 SC1 (Edn.11/17) - Cyber  
Further to DEFCON 658 the Cyber Risk Level of the Contract is Low, as defined in Def Stan 05-138  
DEFFORM 532

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

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.

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

The Contractor shall notify the Authority as soon as they become aware of any circumstance which will impact on their ability to deliver any of the requirements or meet any of the stated timescales.

# Personal Data Particulars

**DEFFORM 532**

Edn 10/19

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

<b>Data Controller</b>	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p><i>[insert the delivery team name (or equivalent source), address and contact details]</i></p>
<b>Data Processor</b>	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p><i>[insert address(es) and contact details]</i></p>
<b>Data Subjects</b>	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>[please specify]</i></p> <p><i>[Examples include staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i></p>

<b>Categories of Data</b>	<p>The Personal Data to be processed under the Contract concern the following categories of data: <i>[please specify]</i></p> <p><i>[Examples include name, address, telephone number, medical records etc]</i></p>
<b>Special Categories of data (if appropriate)</b>	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>[please specify]</i></p> <p><i>[A Special Category of Personal Data is anything that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life or sexual orientation or genetic or biometric data]</i></p>
<b>Subject matter of the processing</b>	<p>The processing activities to be performed under the contract are as follows: <i>[please specify]</i></p> <p><i>[This should be a high-level, short description of what processing will be taking place and its overall outcome i.e. its subject matter]</i></p>
<b>Nature and the purposes of the Processing</b>	<p>The Personal Data to be processed under the Contract will be processed as follows: <i>[please specify]</i></p> <p><i>[The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means or not) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
<b>Technical and organisational measures</b>	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>[please specify]</i></p> <p><i>[Provide an overview of the measures described in the System Requirements, Statement of Work and/or the controls required in accordance with the Cyber Risk Profile relevant to the Contract, as detailed in Annex A to <u>Def Stan 05-138</u>. Examples include anonymisation, authorised</i></p>

	<i>access, data processed on closed/restricted systems]</i>
<b>Instructions for disposal of Personal Data</b>	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): <i>[please specify]</i></p> <p><i>[Describe how long the data will be retained and how it will be returned or destroyed]</i></p>
<b>Date from which Personal Data is to be processed</b>	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>[please specify if applicable]</i></p>

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

Dear Sir or Madam,

1. Thank you for your interest in the requirement.
2. You will be aware that the MOD expects its suppliers to maintain high standards of integrity and professionalism in their business dealings and adhere to the laws of the countries where they operate.
3. Regulation 57 of the Public Contracts Regulations 2015 applies to the current procurement. For the purposes of meeting its obligations under the Regulations, the MOD requires all potential suppliers to complete the Statement Relating to Good Standing. This requires a signature on behalf of the company to confirm that none of the matters referred to in Regulation 57(1) and (3) (being grounds for mandatory exclusion) or in Regulation 57(4) and (8) (being grounds for discretionary exclusion) apply to the supplier.
4. The MOD may disqualify any supplier from the procurement who has been convicted of any of the offences listed at Regulation 57(1) and (3) or where any of the situations in regulation 57(4) or (8) apply. If any of the matters referred to in the Statement apply to your company, you must provide additional information regarding the circumstances, including, if appropriate, any remedial action to prevent their recurrence or any payment of, or agreement to pay, outstanding taxes or social



security contributions. This additional information, excluding any supporting documentation, shall not exceed five (5) A4 pages in total.

5. Any evidence of fraud, bribery, corruption or other dishonest irregularities in relation to this procurement procedure could result in your disqualification from the procedure.

6. The Statement Relating to Good Standing must be signed on behalf of the legal entity seeking to contract for this requirement at Director Level or equivalent. Please return the signed Statement Relating to Good Standing and any additional information to the Authority no later than fourteen (14) calendar days from the date of this letter.

7. May I once again thank you for the interest you have shown in this requirement.

Yours faithfully

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

**Contract Title:**

**Contract Number:**

1. We confirm, to the best of our knowledge and belief, that [*insert potential supplier*] including its directors or any other person who has powers of representation, decision or control or is a member of the administrative, management or supervisory body of [*insert potential supplier*] has not been convicted of any of the following offences within the past 5 years:

- a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
- c. common law offence of bribery;
- d. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;

e. any of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:

- (1) the common law offence of cheating the Revenue;
- (2) the common law offence of conspiracy to defraud;
- (3) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
- (4) fraudulent trading within the meaning of section 458 of the Companies Act 1985, Article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006;
- (5) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- (6) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- (7) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- (8) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or
- (9) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

f. any offence listed:

- (1) in section 41 of the Counter Terrorism Act 2008; or
- (2) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;

g. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;

h. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;

i. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;

j. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;

k. an offence under section 59A of the Sexual Offences Act 2003;

l. an offence under section 71 of the Coroners and Justice Act 2009;

m. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

n. an offence under section 2 or 4 of the Modern Slavery Act 2015;

o. any other offence within the meaning of Article 57(1) of Public Contracts Directive –

- (1) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland: or
- (2) created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;

p. any breach of its obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any jurisdictions of the United Kingdom.

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

- a. has fulfilled its obligations relating to the payment of taxes and social security contributions of the country in which it is established or with those of any jurisdictions of the United Kingdom;
- b. is not bankrupt or is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an agreement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
- c. has not committed an act of grave professional misconduct, which renders its integrity questionable;
- d. has not entered into agreements with other suppliers aimed at distorting competition;
- e. Is not subject to a conflict of interest within the meaning of regulation 24;
- f. has not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;
- g. has not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;
- h. is not guilty of serious misrepresentation in providing any information required by this statement.
- i. has not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;
- j. in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;
- k. has fulfilled its obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in PPN 8/16 Annex C).

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

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