Ministry of Defence

Annex B to DEFFORM 47 ITN: 701478374

COMMERCIAL COMPLIANCE MATRIX

For: PROJECT SOCIETAS

The ITN Commercial Compliance Matrix

1. The ITN Commercial Compliance Matrix is derived directly from the DEFFORM 47 and the Terms and Conditions of the Contract and will be used when evaluating the Tenders in accordance with Section D (Tender Evaluation). Any queries regarding completion of this check list should be addressed via the Defence Sourcing Portal (DSP) messaging system.

INSTRUCTIONS FOR COMPLETION

2. It is necessary for the Authority to assess the Tenderer's compliance with the DEFFORM 47 Section F - Specific Conditions of Tendering, and the Terms and Conditions of the Contract submitted in response to this ITN. The scope of the assessment is detailed below. To assist the Authority in assessing your response to this ITN, you shall state confirmation of your compliance against the Specific Conditions of Tendering, and Terms and Conditions of the Contract, addressing each area of the matrix in sequence (with a YES or NO) in the Compliant Y/N column of the Matrix.

3. Review of the Tenderer's ITN Commercial Compliance Matrix will be undertaken by the Authority Commercial Branch. Following Initial Tender compliance evaluation, the Authority may undertake Tender Clarifications via the DSP seeking further data where required in order to clarify any non-compliances. The Compliant Y/N column will be reviewed following response to these Tender Clarification Questions.

4. Final Tenders requested by the Authority shall follow the process set out in paragraph 3 to assess Final Tender compliance. Non-compliance with mandatory conditions at Initial Tender will not result in a FAIL however Tenderers must note that non-compliance at Final Tender will result in a FAIL, and the Tenderer will be excluded from proceeding further in the competition.

DEFFORM 47 - SPECIFIC CONDITIONS OF TENDERING	**MANDATORY CONDITION**	**COMPLIANT Y/N**
Compliance with paragraph F24 of Specific Conditions of Tendering in relation to TUPE. Response to be provided to Defence Sourcing Portal Qualification Envelope question 1.2.1	Y	
Compliance with paragraph F30 to F32 of Specific Conditions of Tendering in relation to Cyber. Response to be provided to Defence Sourcing Portal Qualification Envelope questions 1.3.1 and 1.3.2	**Y**	

TERMS AND CONDITIONS	MANDATORY CONDITION	COMPLIANT Y/N
DEFCON 005J[1] (Edn. 11/16) - Unique Identifiers	**Y**	
DEFCON 076 (Edn. 06/21) - Contractor's Personnel at Government Establishments	**Y**	
DEFCON 090[2] (Edn. 06/21) – Copyright	**Y**	
DEFCON 129J (Edn. 11/16) - The Use Of The Electronic Business Delivery Form	**Y**	
DEFCON 501 (Edn. 10/21) - Definitions and Interpretations	**Y**	
DEFCON 503 (Edn. 07/21) - Formal Amendments To Contract	**Y**	
DEFCON 507 (Edn. 07/21) – Delivery	**Y**	
DEFCON 513 (Edn. 07/21) - Value Added Tax	**Y**	
DEFCON 514 (Edn. 08/15) - Material Breach	**Y**	
DEFCON 515 (Edn. 06/21) - Bankruptcy and Insolvency	**Y**	
DEFCON 516 (Edn. 04/12) – Equality	**Y**	
DEFCON 518 (Edn. 02/17) – Transfer	**Y**	
DEFCON 520 (Edn. 08/21) - Corrupt Gifts and Payments of Commission	**Y**	
DEFCON 522 (Edn. 11/21) - Payment and Recovery of Sums Due	**Y**	
DEFCON 524 (Edn. 12/21) – Rejection	**Y**	
DEFCON 526 (Edn. 08/02) – Notices	**Y**	

[1] Clause 4 of DEFCON 005J (Unique Identifiers) does not apply to this service contract.

[2] DEFCON 90 (Copyright) shall be subject to Intellectual Property Rights Condition 9.2. of the Terms and Conditions of Contract

TERMS AND CONDITIONS	MANDATORY CONDITION	COMPLIANT Y/N
DEFCON 527 (Edn. 09/97) – Waiver	**Y**	
DEFCON 528 (Edn. 07/21) - Import and Export Licences	**Y**	
DEFCON 529 (Edn. 09/97) - Law (English)	**Y**	
DEFCON 530 (Edn. 12/14) - Dispute Resolution (English Law)	**Y**	
DEFCON 531 (Edn. 09/21) - Disclosure of Information	**Y**	
DEFCON 532B (Edn. 09/21) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)	**Y**	
DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment	**Y**	
DEFCON 537 (Edn. 12/21) - Rights of Third Parties	**Y**	
DEFCON 538 (Edn. 06/02) - Severability	**Y**	
DEFCON 539 (Edn. 01/22) - Transparency	**Y**	
DEFCON 550 (Edn. 02/14) - Child Labour and Employment Law	**Y**	
DEFCON 566 (Edn. 10/20) - Change of Control of Contractor	**Y**	
DEFCON 601[3] (Edn. 04/14) - Redundant Material	**Y**	
DEFCON 602A[4] (Edn 12/17) - Quality Assurance (With Deliverable Quality Plan)	**Y**	
DEFCON 602B (Edn 12/06) - Quality Assurance (without Quality Plan)	**Y**	

[3] DEFCON 601 has been used in this Contract solely in relation to DEFCON 611 (Edn 02/16). DEFCON 601 will apply to the extent that the redundant materiel derives from the property owned by the MOD and issued to the Contractor.

[4] DEFCON 602A (Edn 12/17) - Quality Assurance (With Deliverable Quality Plan) applies exclusively to the CIS requirements detailed at 2.5 of the Statement of Requirements at Schedule 2.1. All other requirements are subject to DEFCON 602B (Edn 12/06) - Quality Assurance (without Quality Plan).

TERMS AND CONDITIONS	MANDATORY CONDITION	COMPLIANT Y/N
DEFCON 604 (Edn. 06/14) - Progress Reports	**Y**	
DEFCON 608 (Edn. 07/21) - Access and Facilities to be Provided by the Contractor	**Y**	
DEFCON 609 (Edn. 07/21) - Contractor's Records	**Y**	
DEFCON 611 (Edn. 02/16) - Issued Property	**Y**	
DEFCON 620 (Edn. 08/21) - Contract Change Control Procedure	**Y**	
DEFCON 625 (Edn. 06/21) - Co-operation on Expiry of Contract	**Y**	
DEFCON 627 (Edn.11/21) - Quality Assurance - Requirement for a Certificate of Conformity	**Y**	
DEFCON 632 (Edn. 11/21) - Third Party Intellectual Property - Rights and Restrictions	**Y**	
DEFCON 642 (Edn. 07/21) - Progress Meetings	**Y**	
DEFCON 647 (Edn. 05/21) - Financial Management Information	**Y**	
DEFCON 649 (Edn. 12/21) – Vesting	**Y**	
DEFCON 656B (Edn 08/16) - Termination for Convenience (Contracts over £5m)	**Y**	
DEFCON 658 (Edn. 09/21) - Cyber Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is High as defined in Def Stan 05-138.	**Y**	
DEFCON 659A (Edn. 09/21) - Security Measures	**Y**	
DEFCON 660 (Edn. 12/15) - Official-Sensitive Security Requirements	**Y**	
DEFCON 670 (Edn 02/17) - Tax Compliance	**Y**	
DEFCON 678 (Edn. 09/19) - SME Spend Data Collection	**Y**	
DEFCON 694 (Edn. 07/21) - Accounting For Property of the Authority	**Y**	

TERMS AND CONDITIONS	MANDATORY CONDITION	COMPLIANT Y/N
DEFCON 703[5] (Edn 06/21) Intellectual Property Rights – Vesting In The Authority	**Y**	
ISO 22301:2019 Security and resilience — Business continuity management systems — Requirements	**Y**	
ISO 9001:2015 Quality Management Systems	**Y**	
Def-Stan 05-099 Issue 1 (14/07/2017) - Managing Government Furnished Equipment in Industry	**Y**	
AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production.	**Y**	
AQAP 2210 Edition A Version 2 - NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 or AQAP 2310 shall apply.	**Y**	
A Deliverable Quality Plan is required in accordance with DEFCON 602A 12/17 and AQAP 2105 Edition C Version 1 NATO Requirements For Quality Plans.	**Y**	
Concessions management in accordance with Def Stan. 05-061 Part 1, Issue 6 - Quality Assurance Procedural Requirements - Concessions.	**Y**	
Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties.	**Y**	
Def Stan 00-600, Issue 4 (01/09/2017) - Integrated Logistic Support. Requirements for MOD Projects	**Y**	
Def Stan. 00-055, Part 1, Issue 5 (28/07/21) 'Requirements for Safety of Programmable Elements (PE) in Defence Systems'	**Y**	

[5] DEFCON 703 (Intellectual Property Rights – Vesting In The Authority) shall be subject to Intellectual Property Rights Condition 9.3 of the Terms and Conditions of Contract

TERMS AND CONDITIONS	MANDATORY CONDITION	COMPLIANT Y/N
Def Stan. 05-057, Issue 7 (17/07/18) 'Configuration Management of Defence Materiel' (an uplift of Issue 5)	**Y**	
4 DEFINITIONS AND INTERPRETATIONS	**Y**	
5 PRECEDENCE	**Y**	
6 CONTRACTOR WARRANTIES AND REPRESENTATIONS	**Y**	
7 ENTIRE AGREEMENT	**Y**	
8 SUBCONTRACTING	**Y**	
9 INTELLECTUAL PROPERTY RIGHTS	**Y**	
10 ENVIRONMENTAL AND SOCIAL ISSUES	**Y**	
11 CONTRACTOR'S OBLIGATIONS	**Y**	
12 CONTRACT DURATION AND OPTIONS	**Y**	
13 GOVERNMENT FURNISHED ASSETS	**Y**	
14 DELIVERY	**Y**	
15 QUALITY MANAGEMENT CERTIFICATION	**Y**	
16 CONTRACT MANAGEMENT	**Y**	
17 CONTRACT DATA DELIVERABLES	**Y**	
18 COLLABORATION AND NATURE OF RELATIONSHIP	**Y**	
19 PRICING AND PAYMENT	**Y**	
20 FINANCIAL DISTRESS AND DUTY TO NOTIFY	**Y**	
21 KEY PERFORMANCE INDICATORS AND REMEDIES	**Y**	

TERMS AND CONDITIONS	MANDATORY CONDITION	COMPLIANT Y/N
22 DISPUTE RESOLUTION	**Y**	
23 SERVICES IMPROVEMENT	**Y**	
24 MEASURES IN A CRISIS	**Y**	
25 FORCE MAJEURE	**Y**	
26 DISRUPTION	**Y**	
27 TERMINATION FOR CONVENIENCE	**Y**	
28 MOBILISATION	**Y**	
29 EXIT REQUIREMENTS	**Y**	
30 INSURANCE	**Y**	
31 OVER AND ABOVE TASKING ARRANGEMENT	**Y**	
32 LIMITATIONS ON LIABILITY	**Y**	
33 PUBLICITY AND COMMUNICATIONS WITH THE MEDIA	**Y**	
34 SECURITY	**Y**	
35 SOCIAL VALUE	**Y**	
36 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT)	**Y**	
37 IR35 OFF-PAYROLL RULES (INTERMEDIARIES LEGISLATION)	**Y**	
Schedule 1 Definitions of Contract	**Y**	
Schedule 2.1 Services Description (Statement of Requirement)	**Y**	
Annex 1 to Schedule 2.1: SQEP Requirement	**Y**	

TERMS AND CONDITIONS	MANDATORY CONDITION	COMPLIANT Y/N
Annex 2 to Schedule 2.1: SOR SOCIETAS Job Roles	**Y**	
Appendix 1 to Schedule 2.1:SQEP Competency Framework	**Y**	
Schedule 2.2 Performance and Collaboration	**Y**	
Schedule 2.3 Security Management	**Y**	
Schedule 2.4 Insurance Requirements	**Y**	
Schedule 3.1 Government Furnished Assets	**Y**	
Schedule 4.1 Contractor Solution (Placeholder)	**N/A**	
Schedule 5 Relationship Management	**Y**	
Schedule 6.1 Pricing and Payment	**Y**	
Schedule 7.1 Governance	**Y**	
Schedule 7.2 Change Control Procedure	**Y**	
Schedule 7.3 Over and Above Tasking	**Y**	
Schedule 7.4 Dispute Resolution	**Y**	
Schedule 7.5 Virtual Library and Records	**Y**	
Schedule 7.6 Exit Management	**Y**	
Schedule 7.7 Business Continuity Management	**Y**	
Schedule 8.1 Staff Matters: Transfer Regulations	**Y**	
Schedule 9 Processing Personal Data	**Y**	