



Ministry  
of Defence

xxxx  
Commercial Officer – HOCS BP3

Ministry of Defence,  
Imjin Barracks  
Innsworth,  
Gloucester  
GL3 1HW  
Email: xxxx

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Civil Aviation Authority International  
Aviation House,  
Beehive Ring Road,  
Crawley,  
West Sussex,  
RH6 0YR

Your Reference:

Our Reference:  
713800451

Date: 23<sup>rd</sup> January 2025

FAO xxxx

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Dear xxxxx,

**Invitation To Tender (ITT) No.713800451 External Technical Support for Design and Maintenance Approved Organization Schemes (DAOS & MAOS)**

1. I am to inform you that the Authority hereby invites you to tender for External Technical Support for Design and Maintenance Approved Organization Schemes (DAOS & MAOS) in accordance with the attached documentation.
2. The requirement is for External Technical Support for DAOS & MAOS as per the SOR at Schedule 1 of this document.
3. The terms and conditions are at Schedule 2 of this document.
4. Please ensure you provide your Firm Price with a full breakdown in the Pricing Schedule as per Schedule 3.
5. Please complete in your bid the sensitive information that you would like to be redacted as per Schedule 4
6. You must submit your Tender through the Defence Sourcing Portal **by 19th February 2025 10.00hrs**
7. Please note the Cyber security reference is RAR-240627A03. Please confirm that you have Cyber Essential in your response.
8. Please note that IR35 is not applicable for this requirement.

9. The anticipated date for the Contract award decision is 7th March 2025, please note that this is an indicative date and may change. The expected effective date for contract commencement is 8<sup>th</sup> March.

Yours faithfully

Xxxxx  
Xxxxxx

Commercial Officer HOCS BP3

## **Invitation To Tender**

**For**

**713800451 - External Technical Support for Design  
and Maintenance Approved Organization Schemes  
(DAOS & MAOS)**

**Ministry of Defence  
Invitation to Tender (ITT)  
Less Complex Requirements  
(Non-Competitive)**

To: xxxx	ITT Reference No: 713800451 ITT Issue Date: 22 <sup>nd</sup> January 2025 Due for return by (Due Date): 5 <sup>th</sup> February 2025
	From: Head Office Commercial Branch Business Partner 3 (MOD Commercial Branch) Address: Ministry of Defence, Imjin Barracks Innsworth, Gloucester GL3 1HW  MOD Commercial Officer: xxxx Email: xxx

**This ITT consists of:**

1. Invitation to Tender – Less Complex Requirements – Non-Competitive Procurement (this document).
2. Annex A – Offer.
3. Annex B - Tender Evaluation Criteria.
4. Purchase Order, including the Schedule of Requirements (two copies).
5. MOD Terms and Conditions for Less Complex Requirements.
6. DEFFORM 68 (see Clause 9 of Terms and Conditions)

**The Tenderer should return:**

1. Completed Annex A to this ITT (one copy).

2. Completed Purchase Order, including the Schedule of Requirement (two copies).  
[Any other relevant documentation for requirement e.g. Technical Drawings, Safety Data Sheet etc].

## **Notices To Tenderers**

1. You are invited to Tender, in accordance with the following Conditions, for the supply of Deliverables detailed in the accompanying ITT Material. This ITT has been issued only to the addressee; it is not an invitation to participate in competitive tendering. Any inferred reference to competitive tendering in this document is to be construed as a reference to a single Tender. **The issue of an ITT is not a commitment by the Secretary of State for Defence - 'the Authority' - to place an order as a result of the tendering exercise or at a later stage. Any expenditure, work or effort undertaken prior to an offer of Contract and acceptance thereof, is a matter solely for the commercial judgement of your company. The Authority reserves the right to:**

- a. undertake an iterative tendering process following receipt of the Tender;
- b. waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority;
- c. seek clarification or documents in respect of a Tenderer's submission;
- d. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- e. disqualify any Tenderer that is guilty of serious misrepresentation in relation to their Tender, expression of interest, the PQQ or the Tender process;
- f. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
- g. choose not to award any Contract as a result of the current procurement process; and / or
- h. make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

### **Publicity Announcement**

2. The Tenderer is advised that the MOD may wish to publicise the award of the Contract for the requirement described in the Schedule of Requirements in the attached Purchase Order.

3. Any Tenderer who wishes to make a similar announcement, either coincident with or subsequent to the MOD's announcement, should contact the Authority's Representative (Commercial Officer) named in the Purchase Order. The content of any announcement a successful Tenderer may wish to make must be cleared in writing and in advance by the MOD Authority's Representative (Commercial Officer) named in the Purchase Order who shall liaise with the MOD Security branch responsible for clearance of publicity material for open publication.

4. If the notice inviting Tenders was advertised in Contracts Finder, the MOD will publish the following information on the Contract awarded unless the MOD decides that there are specific and valid reasons for not doing so:

- a. Contractor's Name;
- b. Nature of the Deliverables to be supplied;
- c. Award criteria;
- d. Rationale for Contract award; and
- e. Total price of the Contract awarded.

5. Under no circumstances should a successful Tenderer(s) confirm to any third party

the fact of their acceptance of an offer of Contract prior to informing the MOD of their acceptance, and / or ahead of the MOD's announcement of the award of Contract.

### **Codes of Practice**

6. The attention of Tenderers is drawn to the agreements that have been reached by the MOD / Industry Commercial Policy Group (CPG) on Codes of Practice. The Codes of Practice are intended to demonstrate a commitment by the MOD and its suppliers to the establishment of better working relationships in the supply chain, based on openness and trust. The opportunity also exists for Tenderers to advertise any subcontract valued at over £10,000 in 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](mailto:DefComrcISSM-Suppliers@mod.gov.uk).

### **Submission of Tender**

7. Tenderers must:

- a. Sign and date Part A (but not Part C) ("Effective date") of the Offer and Acceptance box on both copies of the Purchase Order, scan and return them both as a PDF as part of their Tender. The Terms and Conditions are to be kept by the Tenderer for their records.
- b. Complete the Consignor Box with the name and address of the Consignor where the MOD stipulates that the Deliverables will be transported by the MOD (as defined in the Purchase Order under the Transport Instructions box);
- c. Complete the Schedule to the Purchase Order by populating the Delivery Date column (if stated to do so), the Firm Price (£) Ex VAT sub columns (Per Item and Total including packing), finally completing the Total Firm Price at the bottom of the Schedule.
- d. Sign, scan and return one copy of the Tender form at Annex A to this Invitation to Tender – Less Complex Requirements – Non-Competitive Procurement, as a PDF as part of their Tender.
- e. Provide any other information requested in this Invitation to Tender.

8. Tenders must be submitted electronically via the Defence Sourcing Portal.

9. Tenderers must ensure they are registered on the Defence Sourcing Portal in order to submit their Tender response. A supplier registration guide and a supplier user guide is available on the Defence Sourcing Portal landing page.

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

11. The Defence Sourcing Portal is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded. Please contact [insert Commercial Officer email or telephone number] if you have a requirement to submit documents above OFFICIAL SENSITIVE.

12. Tenderers must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the Defence Sourcing Portal. You must contact the MOD Commercial Officer named above 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.

13. If you have any difficulty accessing the Defence Sourcing Portal or if you have any questions with regards to the tendering exercise itself, please contact the MOD Commercial Officer named above.

14. Any request for an extension of the period for tendering must be submitted on the DSP at least four (4) Business Days before the Tender return date. Any extension will be at

the sole discretion of the Authority. All correspondence connected with your Tender which requires attention before the Tender return date, or communications stating that no Tender will be submitted, must be submitted on the DSP.

15. **No useful purpose is served by enquiring about the result of this ITT.** You will be notified of the Authority's decision as early as possible.

### **Formation of Contract**

16. Once the evaluation process has been completed, the Tenderer will be notified of the outcome of the Tender process. The Authority's Representative (Commercial) stipulated on the Purchase Order will accept a successful Tender by signing and dating Part B of the Offer and Acceptance box of the Purchase Order and dating Part C to signify the Effective Date (i.e. the date of the Contract). The Effective Date shall be no earlier than the date of acceptance of the Tender and shall allow a reasonable time for the acceptance to be communicated to the Contractor. One copy of the completed Purchase Order will then be returned to the Contractor to be attached to their copy of the Terms and Conditions.

## Instruction to Tenderers

1. **Small and Medium-sized 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 MOD spending should be spent with SMEs by 2020; this applies to the money which the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an SME. 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](#). Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative. Information on the Authority's purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](#) and the [DSP](#).
2. **Price** The prices quoted for the Deliverables and Packaging must be set out in strict accordance with the requirements of the Schedule to the Purchase Order. The Tenderer shall include in their Tender any additional information regarding their quotation price breakdown, equality of information etc. as requested elsewhere in this ITT Material.
3. **Orders for Parts of the Tender** The Authority reserves the right, **unless the Tenderer expressly states that parts of the Tender may not be accepted separately in their Tender**, to order some or all of the Deliverables stated in the Schedule to the Purchase Order.
4. **Alternative Conditions** The Tenderer shall comply with the notices and instructions set out in this ITT and submit a Tender compliant with the MOD Terms and Conditions for Less Complex Requirements. Any offer made subject to additional or alternative contractual conditions will not be considered and will be rejected on the grounds of those conditions alone.
5. **Tender Evaluation** The Tender evaluation shall be carried out in accordance with the Evaluation Criteria stated in the ITT Tender documentation. **The Authority can only evaluate those things stated in your Tender.**
6. **Alterations to Purchase Order** Any alteration to the Purchase Order suggested by the Tenderer (e.g. an alternative Delivery offer), should be effected by striking through the original entry and inserting the alternative adjacent to it. The Tenderer's attention is, however, drawn to paragraphs 3 to 5 above.
7. **Completion of Tender**
  - a. In the event of a Deliverable appearing more than once in the attached Schedule of Requirements, whether separately or as part of an assembly, the Tenderer is requested to quote on the basis of the total quantity for that Deliverable.
  - b. The Tenderer should ensure that their Tender is clear and in a form which will allow the Authority to take copies for evaluation purposes.
8. **Tenders for Selected Deliverables** Tenders need not necessarily be for all the Deliverables listed in the Schedule to the Purchase Order. The words "No Tender" should be inserted in the price column against items for which no offer is made.
9. **Bid costs** The Tenderer will bear all costs associated with preparing and submitting their Tender. If the Tender process is terminated or amended by the Authority, the Tenderer will not be reimbursed.

## 10. **ITT Material**

a. ITT Material means information (including for example, drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings, in whatever form or medium, patterns and samples) issued to you by the Authority or on its behalf, or to which you have been given access, for the purposes of responding to this ITT. ITT Material remains the property of the Authority or other owners and is released solely for the purpose of tendering. The Tenderer shall notify the Authority's Representative (Commercial Officer) without delay if any additional ITT Material is required for the purpose of tendering. The Tenderer shall be responsible for the safe custody and due return of ITT Material, and shall be responsible for all loss or damage sustained while in their care, and until re-delivered to the Authority.

b. **Destruction of ITT Material** You must 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.

c. **Intellectual Property Rights in ITT Material** The Intellectual Property Rights in ITT Material may belong to the Authority or a third party. The ITT Material may only be used for the purpose of responding to this ITT and shall not be copied, or disclosed to anyone other than employees of the Tenderer involved in the preparation of the Tender, without the prior written approval of the Authority. If the Tenderer discloses the ITT Material other than to employees involved in the Tender preparation, or uses the ITT Material other than for the purpose of tendering, the Authority, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.

d. **Confidentiality Agreements** Some or all of the ITT Material issued in connection with this ITT may already be the subject of Confidentiality Agreements. The provisions of such agreements are in addition to, and not in substitution for, any obligations arising from receipt of or access to ITT Material under the terms of this ITT, and the provisions of sub-paragraphs 10.a - c above.

## 11. **Samples**

a. Where it is indicated in Annex B that samples may be required for evaluation, the Tenderer must be prepared to submit them without charge. Samples should be clearly labelled with the following particulars:

- (1) The Tenderer's name and address.
- (2) The ITT Reference Number and Tender return date.
- (3) Description and Item Number as shown in the Schedule to the Purchase Order.

b. **The Authority shall retain all samples for 12 months.** After this period the Authority shall destroy the samples unless you specifically state you require their return. The sample of any subsequent contracts shall be kept indefinitely.

## 12. **Notification of Inventions etc.**

a. The Tenderer acknowledges that their prices shall include the use of any intellectual property rights which they own or control to the extent that their use is required for the performance of any resultant Contract. The Tenderer also acknowledges that their prices include subsequent use by the Authority of anything delivered under the Contract.

b. In their Tender the Tenderer shall notify the Authority of:

- (1) any invention or design the subject of patent or registered design rights (or application therefore) of which the Tenderer is aware, and;
- (2) any other restriction (including any export requirement or restriction) as to disclosure or use or obligation to make payments in respect of intellectual property (including technical information) to which the Tenderer is subject, and;

(3) any allegation of infringement of intellectual property rights made against the Tenderer;

which pertains to or appears to be relevant to the performance of any resultant Contract or to subsequent use by the Authority of anything required to be done or delivered under any resultant Contract.

c. The Tenderer shall, at the request of the Authority, give the Authority particulars of every restriction and obligation referred to in sub-paragraph 12.b.(2) above.

d. If the information required under this paragraph 12 has been provided previously, the Tenderer may satisfy these requirements by giving details of the previous notification.

13. **Ozone Depleting Substances** The Tenderer must state whether 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.

14. **Hazardous Deliverables and Substances** It is a condition of this ITT that where the ITT calls for, or the Tenderer proposes, the use of Hazardous Deliverables or substances, the Tenderer shall provide with their Tender a completed Safety Data Sheet in accordance with Clause 9 of the Terms and Conditions. Failure to comply fully with this condition may result in the Tender being deemed non-compliant thus rendering it ineligible for further consideration by the Authority.

15. **Elimination Of Asbestos** It is a condition of this ITT that the Deliverables shall not incorporate asbestos of any kind. The Tenderer will confirm this by signing and returning the Tender form at Annex A to this ITT as part of their Tender.

16. **Transparency, Freedom of Information and Environmental Information Regulations**

a. Tenderers should be aware that, if they are awarded the Contract, the content of the Contract may be published by the MOD to the general public in line with government policy set out in the Government's [Transparency Principles](#).

b. Before publishing the Contract, the MOD will redact any information which would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

c. The FOIA and the EIR provide a more general statutory right of access to information held by or on behalf of public authorities, including information provided by third parties such as suppliers. This right of access is subject to a number of exemptions, including confidential information and commercially sensitive information. Further details of MOD policy on FOIA and EIR can be found on Knowledge in Defence (<https://www.kid.mod.uk/maincontent/business/commercial/index.htm> click on "Commercial Toolkit" then "MOD Commercial Management" then "Freedom of Information").

d. In order to assist the MOD in applying the exemptions in the FOIA and the EIR, Tenderers should complete the appropriate Tenderer's Sensitive Information box in the Purchase Order, explaining which parts of their Tender they consider to be sensitive or confidential. Tenderers are also requested to include in the box the details of a named individual who may be contacted with regard to this information.

e. Tenderers should note that, while their views will be taken into consideration, the ultimate decision whether to publish or disclose information provided to the MOD lies with the MOD. Tenderers are advised to give as much detail as possible on the Purchase Order. It is highly unlikely that a contract will be exempt from disclosure in its entirety. Should the MOD decide to publish or disclose information against the wishes of a Tenderer, the Tenderer will be given prior notification.

17. **Consultation with Credit Reference Agencies** The Authority may consult credit

reference agencies to assess the creditworthiness of a Tenderer. Information on creditworthiness may be used by the MOD to support and influence decisions to enter into business with a Tenderer.

18. **Canvassing** Any Tenderer who directly or indirectly seeks to persuade any officer, member, employee, or agent of the MOD concerning this procurement except by responding to this ITT or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent of the MOD concerning any other Tenderer, Tender or proposed Tender concerning this procurement before the end of the selection process will be disqualified from consideration for this procurement.

19. **Conflicts of Interest**

a. MOD policy states that it is sometimes in the MOD's wider business interests to allow suppliers to operate on both the client and supply side. Conflicts of Interest (COI) can occur outside of direct commercial relationships between the MOD and its suppliers and therefore all personnel involved in acquisition (both Authority and Tenderer) should be familiar with the Conflicts of Interest Commercial Policy Statement (CPS).

b. Accordingly, Tenderers shall notify immediately the Authority of any actual, potential or perceived COI relating to the requirement and shall give particulars of every instance. Tenderers should be aware that withholding knowledge of such interests may result in the Tenderer being disqualified from consideration for this procurement.

c. Where an actual or potential COI exists or arises or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime to the Authority upon request. The proposed Compliance Regime must be of a standard which, in the Authority's sole opinion, appropriately manages the conflict and provides full details that cover those areas listed at (1) to (7) 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:

- (1) manner of operation and management;
- (2) roles and responsibilities;
- (3) standards for integrity and fair dealing;
- (4) levels of access to and protection of competitors sensitive information and Government Furnished Information;
- (5) confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
- (6) the Authority's rights of audit; and
- (7) physical and managerial separation.

d. It is essential that you do not have a COI.

20. **Collusive Behaviour** The Tenderer's attention is drawn to the requirements of the Competition Act 1998, Part 1. Any Tenderer found to have been part of a 'Concerted Practice' or 'Agreement', the purpose of which was to prevent, restrict or distort competition, shall be disqualified from consideration from this procurement. Disqualification will be without prejudice to any to any civil remedy available to the Authority or criminal liability which the conduct of the Tenderer may attract.

21. **Bribery** Any Tenderer who offers to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done, any act or omission concerning this Tender shall be disqualified. Disqualification will be without prejudice to any to any civil remedy available to the Authority or criminal liability which the conduct of the Tenderer may attract.

22. **Authority Remedies for Breach of Contract** Tenderers should be aware of the contractual remedies set out at Clause 17 of the Terms and Conditions of the Contract which

may apply in the event of a breach of Contract by the Contractor. Damages for breach of contract are not limited under the contract. However Tenderers should also note under Clause 17 that in exercising its rights and remedies under the contract the Authority must act in a reasonable and proportionate manner having regard to the nature and consequences of the breach of contract. If Tenderers are unsure about the potential liability under the contract, they should seek advice as appropriate.

## 24. **Cyber Risk**

1. Cyber risk has been considered and the Cyber Security Model resulted in a 'Not Applicable' outcome. (a below is applicable)

a. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of Very Low. The Risk Assessment Reference is 240627A03. Tenderers are required to complete the Supplier Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Implementation Plan as appropriate.

**F1. Russian and Belarusian Suppliers, Products and Services (Not applicable)** Except as set out in [PPN 01/22](#), the Authority will not be accepting Tenders that:

- a. contain any Russian / Belarusian products and/or services; and/or
- b. are linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian / Belarusian person or entity. Please note that this does not include companies:
  1. registered in the UK or in a country with which the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement; and/or
  2. which have significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement.

F2. Tenderers must confirm in writing that their Tender, including any element that may be provided by any part of the Contractor's supply chain, does not contain any Russian / Belarusian products and/or services.

F3. Tenderers must include provisions equivalent to those set out in this clause in all relevant Sub-Contracting Arrangements.

## 25. **Import and Export Licences**

a. The Tenderer must confirm in writing in their Tender if any Contractor Deliverables are subject to import licence, export licence or associated Restrictions by completing a DEFFORM 528, in accordance with DEFCON 528 (SC1).

## **Special Notices and Instructions to Tenderers**

1. The contents of this invitation to tender must not be disclosed to un-authorised persons and must be used only for the purposes of tendering.
2. In addition to the Notices to Tenderers specified elsewhere in the Invitation to Tender (ITT) the following shall also apply:

**THE TENDERER MUST SIGN AND RETURN ONE COPY OF SC1A ITT Non-Comp  
(Annex A) WITH THEIR TENDER**

## Ministry of Defence

**TENDER****To the Secretary of State for Defence (hereinafter called "the Authority")**

The undersigned Tenderer having read the Invitation to Tender – Less Complex Requirements – Non-Competitive Procurement and accompanying Terms and Conditions offers to supply the Deliverables (to the extent which the Authority may determine in ordering the Deliverables) at the price or prices and at the time or times stated and in accordance with any drawings and / or specifications stated in the Purchase Order and subject the above mentioned MOD Conditions.

The following additional information is provided:

<b>Notification of Inventions</b>	
Please state below details invention or design, other restriction and any allegation of infringement specified in Paragraph 12.b and 12.d (continue of a separate sheet if necessary).	
<b>Ozone Depleting Substances</b>	
Please state below details of the use of substances specified in Paragraph 13, or state "NIL RETURN" (continue on a separate sheet if necessary).	
<b>Asbestos</b>	
By signing this Offer, the Contractor confirms that the Deliverables do not incorporate asbestos as specified in Paragraph 15	
<b>Premises where Contract will be performed (if applicable)</b>	
The Deliverables, or any part of them supplied under this Contract resulting from this Tender will be manufactured and or bought in from premises detailed below:	
<b>Value of Tender (excluding VAT)</b>	
Total cost of Deliverables, including packaging, required computed at the Tenderer's quoted price	£
Total value of Tender (to be repeated below in WORDS)	£
(WORDS:            )	
<b>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>Transparency</b>	
Should the Tenderer be awarded a Contract resulting from this Tender, it understands that the Authority may publish the content of the Contract to the general public. The Sensitive Information which forms part of the Purchase Order is completed to assist the Authority in applying the appropriate exemptions in the FOIA and the EIR.	
<b>Dated this</b>	<b>day of</b> <b>Year</b>
<b>Signature:</b>	<b>In the capacity of</b> (State official position e.g. Director, Manager, Secretary etc.)
<b>Name:</b> (in BLOCK CAPITALS)	

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

(Tenderer's Name)

**Ministry of Defence**

## **Tender Evaluation Criteria**

You must provide a Firm statement in your bid stating that you can provide all the services required in SOR and that you are content and will comply with the Terms & Conditions as per Schedule 2.

You must complete and sign the Certificate on page 15.

Your prices must be exclusive of VAT.

You must also complete DEFFORM 539 (Schedule 4) in terms of any information you would like redacted from the Contract document we publish.

**Schedule 1 of ITT No  
713800451**

**Statement of Requirement**

# **Statement of Requirement for THE PROVISION OF EXTERNAL TECHNICAL SUPPORT FOR THE DESIGN & MAINTENANCE APPROVAL SCHEMES (DAOS & MAOS)**

**Issue: 1**

**Date: 21 Oct 24**

## **Introduction**

The MAA is seeking external technical support to undertake the assessment and on-site audit of Design and Maintenance Organizations that are either already approved, or seeking to be included, within the Design and Maintenance Approved Organization Schemes (DAOS and MAOS).

The requirement for external technical support is expected to result in a contract duration of three years with the option to extend by a further two x one year periods. The total duration of required support is five years.

The scope of the task will include the initial audit of new applicants, continuation audit of organizations already holding an MAA Approval and ad-hoc tasks such as follow-up visits and assessment of organizational changes.

Initial assessment and audit: Application for inclusion within the schemes shall be made to the MAA who will determine if the applicant organization has met the regulatory criteria to be considered for inclusion and that an audit should take place. Post audit; the MAA will determine the timeline and required actions to issue an Approval to the applicant organization.

Continuation audit: Those organizations approved under the MAA schemes (termed approved Organizations) will be subject to audit to determine if they have the systems in place to retain their Approval under the MAA schemes.

Ad-hoc visits or assessment: The MAA may request Contractor support for additional audit or assessment activity. This can include, but is not limited to, where an approved Organization seeks to change the scope of their approval or where significant additional activity is required to address findings raised during a previous audit.

The MAA uses Risk Based Assurance (RBA) principles to determine the periodicity and scope of audit activities. Consequently, the number of audits and their duration, as well as the level of required contractor support will vary throughout the life of the contract.

On-site audit of assessed Organizations will generally be undertaken by a team comprising of MAA and Contractor personnel and will cover the geographic areas shown below.

The MAA will be responsible for determining the required team size and composition for any on-site assessments. It is desirable for the Contractor to have a UK-based location that supports availability and flexibility for scheduling an audit programme, reducing costs for travel and the associated environmental impact.

DAOS - UK and Europe only.

MAOS - UK and world-wide.

The Contractor is responsible for managing its team (both technical and supporting staff) and completing their own administrative tasks such that supporting contractor personnel are able to undertake the specified DAOS or MAOS related activities.

For each Scheme, the MAA shall appoint a point of contact (POC) to liaise with the Contractors POC.

### **Independence**

One of the core principles established by the Haddon Cave review was that the regulator must remain independent from the regulated community; this principle is extended to the Contractors personnel that support the required audits.

The Contractor shall demonstrate independence from assessed Organizations, incorporating both applicant Organizations seeking inclusion, or approved Organizations already included within DAOS or MAOS. The following is a non-exhaustive list of potential conflicts of interest:

Provision of products or services to the assessed Organizations or their principle suppliers, excluding those from a regulatory function.

Former or potential future employment of personnel with the assessed Organizations. (depending upon recency of employment and the terms under which employment was terminated) or its principle suppliers.

Any vested interest in the continued success of the assessed Organizations subject to review. This may include examples such as shares held by an immediate family member, employment or other ties with the assessed Organizations.

### **Contractor Financial Obligations**

The MAA does not commit to any specified or anticipated level of work.

The MAA is responsible for:

Informing applicant Organizations (on response to their initial application) of the potential use of Contractor support, expected fees and the charging mechanism associated with gaining and maintaining an Approval under the two schemes.

Informing an approved Organization of the use of Contractor support and the associated fees and the charging mechanism, where Contractor support has been intended (or requested) for any audits and for any additional, or ad-hoc, assessment activities.

The Contractor shall:

Demonstrate that it is able to undertake the activities necessary in relation to this SORc, through the development of a proposed Statement of Work.

Propose a charging scheme to undertake the audits and assessments based on the categories prescribed within Table 01 for DAOS and Table 02 for MAOS at Appendix D. The submission is to include pre-audit and post-audit activity and all key assumptions made in calculating the charges.

Demonstrate it has a system in place to:

Monitor the effort spent on supporting the assessment of assessed Organizations.

Recover all costs associated with the contract from the assessed Organizations.

Monitor assessed Organization payments and to inform the MAA POC of any Organization defaulting on payment 90 days from invoice issue.

Respond to requests by the MAA to support any additional assessment or audit activity at agreed rates.

## **Programme Planning**

The MAA is responsible for:

Managing the overall programme of audits in accordance with MAA internal policy including determining the priority of any audit or assessment.

Providing, the Contractor with a programme of proposed audits covering as a minimum the following 12-month period.

Approving the size of an audit team and the duration of the on-site audit.

The Contractor shall demonstrate it has systems in place to:

Undertake the assessment of Design and Maintenance Organizations against the Regulatory and Defence Standard Requirements listed in Appendix C.

Identify and allocate the appropriate technical resource to support the audit programme. The criteria applied to determine the audit personnel will consider the following:

Complexity of the Organization and its scope of Approval.

The activity undertaken by the Organization and its impact on aviation safety.

The number and location of sites, covered by the Approval, that are to be audited.

Type of audit (Initial, Continuation, Ad-hoc changes, follow up audit etc.).

Allocate either an Audit Team Leader, Audit Team Member or Technical Specialist in consultation with the MAA. In agreement with the MAA the Contractor shall provide additional personnel at the rates agreed with the MAA.

Inform the MAA POC where it is unable to provide the support to planned activities no later than 3 months prior to the date of the audit.

Review requests and provide response to short notice requests for targeted audit activity to address emerging issues.

Provide the MAA POC with a confirmed audit Schedule identifying the personnel supporting the designated audits and confirmation of audit date.

## **Contractor Competence**

The Contractor shall demonstrate technical staff undertaking DAOS MRP Part 21.J assessments hold appropriate experience and receive the appropriate level of training to acquire and maintain the competence requirements listed in Appendix A, to enable them to

provide effective assessment against the DAOS Regulatory and Defence Standard Requirements listed in Appendix C.

The Contractor shall demonstrate technical staff undertaking MAOS MRP Part 145 assessments hold appropriate experience and receive the appropriate level of training to acquire and maintain the competence requirements listed in Appendix B to enable them to provide effective assessment against the MAOS Regulatory Requirements listed in Appendix C.

The Contractor shall demonstrate it has a system in place such that technical staff undertaking DAOS and MAOS assessments:

Will be briefed on any changes to the Regulatory and Defence Standard Requirements listed in Appendix C.

Have an awareness of the wider MRP to be able to consider the applicability of any other Regulatory Article that may be included in an assessed Organization's contract that may affect an MAA Approval.

Undertake a programme of continuation training to remain competent to perform their allocated tasks.

Are approved by the MAA through submission of Curriculum Vitae (CV) and objective evidence demonstrating that the competency requirements detailed in Appendices A and B. Where a new auditor is identified during the period of the Contract, the Contractor is to submit the CV and supporting evidence a minimum of 30 days prior to any assessment activity being carried out. The MAA reserves the right to reject any candidate as unsuitable.

The Contractor shall demonstrate that for all activities conducted in relation to the contracted Statement of Work, they only utilise personnel with the appropriate security clearances, as follows:

Auditors – minimum requirement, cleared to Security Check (SC).

Supporting Staff - minimum requirement, cleared to Baseline Standard although on occasions nominated personnel may be required to be cleared to Security Check (SC).

The Contractor shall demonstrate it has a system in place to ensure that where technical staff are not direct employees of the Contractor they shall meet the competence, independence and security requirements of direct employees to the satisfaction of the MAA and comply with IR35 (Countering Avoidance in the Provision of Personal Services).

### **Assessment Planning**

The MAA is responsible for:

Provision of the contact details of the MAA Desk Officer assigned for each audit.

Provision of information pertaining to the audit, including the location and contact details of the Organization.

The Contractor shall demonstrate it has systems in place to:

Support pre-audit review meetings with the assigned MAA Desk Officer usually through video conference on MS Teams.

Agree key documents to review prior to audit, examples may include:

Previous audit report(s) issued by the MAA, including any findings.

CAR closure evidence and reports, where relevant.

Compliance Check Lists.

MAA Approved Alternative Acceptable Means of Compliance (AAMC), Waivers or Exemptions, where applicable.

Design Organization Exposition.

Configuration Management Plan and / or Safety Management Plan.

Assessments of the Organization including those from external sources such as DQAFF, DE&S or other Military Units.

Support the development of the audit agenda and propose:

Changes to the audit content and / or scope.

Roles and responsibilities during the audit eg Lead for key topics.

Audit Question set.

Domestic arrangements (eg audit start and end timings for each day).

To inform the MAA POC of any correspondence made directly with the assessed Organization at the time of transmission or receipt.

## **Assessment**

The audit activity shall include, but not be limited to, the following items:

Establishing the assessed Organization's compliance with Appendix C.

Establishing the assessed Organization's compliance with MAA Approved AAMC, Waivers or Exemptions relevant to holding their approval within DAOS or MAOS.

Targeted assessment to address MAA specific concerns.

Where relevant MRP RAs are not shown in the contract between the MOD and the assessed Organization the Contractor is to seek evidence of acceptable equivalence to the MRP and make this clear in the assessment reporting.

Any report or finding produced on the day of the assessment or at the Closing Meeting shall be marked 'Draft, subject to the agreement of the MAA'.

## **DAOS Specific Assessment**

Initial assessments, when tasked by the MAA, shall consist of:

Review of the applicant Organization's Design Organization Exposition (DOE) confirming that the procedures specified in the DOE complies with MRP RA 5850(4). A report is to be submitted recommending the acceptance, or otherwise, of the DOE.

An onsite audit by an MAA and Contractor joint audit team to seek evidence of compliance with the DAOS Regulatory Requirements in Appendix C and applicant Organization documentation including, but not limited to, Quality Manual, Configuration Manual, Safety Manual (Air Safety) and Top Level Design Process to determine whether they are deemed competent and capable to design airborne products and / or services within the proposed design scope. This to include examination of the design process through reviewing Design and/or Post Design Service(s) (PDS) projects which are representative of the proposed design scope.

Continuation audits, when tasked by the MAA, shall consist of:

Support to the MAA led 'Rich Picture' meetings either by telephone/video conference or exceptionally, physical attendance on-site. This meeting may include stakeholders from across the MAA Branches and will determine the agenda and scope of the audit which may include broader MOD/MAA issues than that specifically relating to design.

An onsite audit by an MAA and Contractor joint team to seek evidence of continued compliance with the DAOS Regulatory Requirements in Appendix C and approved Organization documentation to meet the outcome of the MAA 'Rich Picture' meeting.

Using the principle of RBA the duration of a DAOS continuation audit will be variable from 1 to 4 days on-site. This duration of the audit will be provided to the contractor with the monthly 'rolling plan'.

Change of Approval Scope Assessment

The MAA will determine if a request for change in the terms of the Organizations' approval will be assessed through a desk-top assessment or on-site audit.

The contractor will have a system in place to consider and advise on availability of resources to support an audit; the level and type of required support shall be discussed on a case-by-case basis.

### **MAOS Specific Assessment**

The initial assessment shall consist of:

Review of the applicant Organization's Maintenance Organization Exposition (MOE) confirming that the procedures specified in the MOE comply with MAOS Regulatory Requirements in Appendix C and verifies that the Accountable Manager has signed the commitment statement. A report is to be submitted recommending the acceptance, or otherwise, of the applicant Organization MOE.

An onsite assessment by an MAA and Contractor joint audit team to verify that the applicant Organization is fully in compliance with the Regulatory Requirements in Appendix C.

Assessment of applicant MO key management personnel (MAA Form 4 holders). A report is to be submitted recommending the applicants suitability for acceptance by the MAA, together with a record of the interview.

The continuation assessment shall be undertaken in accordance with the applicable 'initial assessment' with the addition of:

Cover the complete MAOS regulatory requirements over a period advised by the MAA (typically 2 years). This activity shall include at least one assessment visit to each site

within the approved Organization's approved scope annually unless otherwise directed by the MAA.

An onsite assessment by the Contractor to verify that the approved Organization is fully in compliance with the Regulatory Requirements in Appendix C.

#### Changes of Approval Scope Assessment

The MAA will determine if a request for change in the terms of an Organizations' approval will be assessed through a desk-top assessment or on-site audit.

The contractor will have a system in place to consider and advise on availability of resources to support an audit; the level and type of required support shall be discussed on a case-by-case basis.

#### **Contractor Post Assessment Activities**

The MAA is responsible for the content of the audit report, the use of all or parts of the notes provided to it by the Contractor and its issue to the assessed Organization.

The Contractor shall demonstrate it has a system in place to issue detailed notes of the assessment activity identifying:

- Evidence seen and the level of compliance.

- A recommendation for the assessed Organization to be granted or retain its Approval.

- A recommendation for any requested changes to the scope of Approval.

- Proposed findings for non-compliance or non-conformity. [Note: These will be classified and issued by the MAA].

- Other issues associated that may have an impact on the assessed Organization's ability to fulfil its responsibilities under the schemes, eg from an associated approved Organization or contracting body.

The Contractor shall provide detailed notes of the audit in a format agreed with the MAA within 10 working days of completion of the audit.

The Contractor shall demonstrate it has a system in place to review an assessed Organization's proposed closure evidence, when tasked by the MAA, to address a finding and make a recommendation on its acceptability. The criteria to be considered includes:

- Root cause through in-depth analysis.

- Corrective action.

- Preventive action.

The Contractor shall demonstrate it has a system in place to notify the MAA POC if it considers further assessment activity is required due to inadequate corrective action or any other concern that has come to its attention. [Note: The MAA may request additional assessment or audit if it deems it necessary.]

The Contractor shall demonstrate it has a system in place to notify the MAA POC if during a follow up visit there is evidence that corrective actions have not been rectified, or if further issues are identified.

The Contractor shall demonstrate it has a system in place to notify the MAA POC if becomes aware that an approved Organization has breached or not maintained its current approval.

### **Performance Management**

The Contractor shall provide a quarterly report to the MAA POC. The report format and content is to be agreed with the MAA but will include the following items as a minimum:

DAOS assessment activities conducted since the previous report.

MAOS assessment activities conducted since the previous report.

Any delays in meeting the deliverable requirements and the proposed remedial action to be taken.

Any issues arising from an Organizations' reluctance to engage, including any problems associated with invoice payments.

A summary of issues encountered that pertain to the interpretation of the MRP RA's and Def Stans from their staff

The Contractor shall organize, attend, and provide administrative support to Quarterly Contract Management Meetings. Meetings will alternate between MAA and Contractor premises. A standing agenda and Terms of Reference is to be agreed between both parties, but will cover the following items as a minimum:

Actions from previous meetings.

Assessment activity since last meeting.

Contractor analysis of assessment findings and associated trends.

Contract performance – Deliverables.

Invoicing - Non-payers.

Contractor report of issues encountered relating to interpretation of the MRP RA's and Def Stans.

### **MAA Obligations**

The MAA shall evaluate initial applications received from applicant Organizations for DAOS and MAOS and determine whether their assessment is to be allocated as undertaken solely by the MAA, or by a joint Contractor/MAA assessment team.

The MAA shall review the assurance programme and determine those approved Organizations requiring an audit or assessment for DAOS and MAOS. The MAA will determine whether the assessment is to be allocated as undertaken by solely the MAA ,or by a joint Contractor/MAA assessment team.

The MAA shall provide appropriately Suitably Qualified and Experienced Personnel to participate in joint MAA/Contractor assessment activities.

The MAA shall be responsible for issuing audit reports, findings, and for awarding Approvals.

The MAA shall be responsible for advising the Contractor of any amendments to the MRP RAs or Standards listed in Appendix C.

The MAA shall be responsible for ensuring the Contractor receives any updates required regarding scope of approval, point of contact and address information for relevant assessed Organizations.

## **Responsibilities**

Each Party shall be responsible for their respective systems, procedures, documentation, and the associated quality assurance. Where the Contractor and the MAA need to work together there shall be systems and procedures implemented through the joint agreement of both Parties.

The Contractor shall draft and submit an interface document to the MAA covering the following activities as a minimum:

Contract Management.(including performance and metric tracking

Resource Planning and Allocation.

Pre-assessment/audit Planning.

Conduct of Assessment/Audit.

Post assessment/audit Reporting.

Each Party shall be responsible for gaining the appropriate levels of approval within their respective Organizations for all key expenditure (including travel and subsistence), supporting procedures and administrative support.

## **Contractor Key Deliverables Requirements**

In addition to the deliverables detailed above the Contractor shall;

Produce statistics and trend analysis of findings on a quarterly basis in a format to be agreed with the MAA. These shall be presented at quarterly Contract Management Meetings.

Submit an Assessment Schedule monthly for the forthcoming 12-month period.

Provide advice and guidance to MAA in respect to:

Queries related to DO and MO assessments including; DO and MO issues, reports, corrective action plans and follow up action

Contracting issues including; scheduling, reporting, charging, Contractor performance and any recovery actions.

## **Acronyms**

AAMC	Acceptable Alternative Means of Compliance
CAR	Corrective Action Report
CV	Curriculum Vitae
DAOS	Design Approval Organization Scheme
DE&S	Defence Equipment & Support
DO	Design Organization
DOE	Design Organization Exposition

DQAFF	Defence Quality Assurance Field Force
MAA	Military Aviation Authority
MAOS	Maintenance Approval Organization Scheme
MO	Maintenance Organization
MOD	Ministry Of Defence
MOE	Maintenance Organization Exposition
MRP	Military Regulatory Publications
PDS	Post Design Service(s)
POC	Point(s) Of Contact
RA	Regulatory Article(s)
RBA	Risk Based Assurance
SC	Security Check
TOR	Terms Of Reference

## Appendix A: DAOS Competence Requirements

The Contractors auditors should have:

Practical experience and expertise in the application of aviation safety standards and safe operating practices.

Comprehensive knowledge of:

Relevant parts of implementing rules/regulations, certification specifications, airworthiness codes and guidance material.

The applicable regulatory authority's procedures (MAA/CAA/EASA).

The rights and obligations of an auditor (also termed surveyor).

ISO9001 and AS9100 Quality Management Systems.

Safety Management Systems.

Design Management Systems.

Training on auditing techniques.

Five years' relevant work experience to be allowed to work as a Lead auditor independently.

A relevant engineering degree from aeronautical, mechanical, electrical, electronic, avionic or other studies relevant to the design or continuing airworthiness of aircraft, aircraft systems or aircraft components.

In addition to technical competency, auditors should have a high degree of integrity, be impartial in carrying out their tasks, be tactful, and have a good understanding of human nature.

A programme for continuation training should be developed ensuring that the auditors remain competent to perform their allocated tasks.

## Appendix B: MAOS Competence Requirements

The Contractors auditors should have:

Practical experience and expertise in the application of aviation safety standards and safe operating practices.

Comprehensive knowledge of:

Relevant parts of implementing rules, certification specifications and guidance material; - MRP Part 145.

The applicable regulatory authority's procedures (MAA/CAA/EASA).

The rights and obligations of an auditor (also termed surveyor).

Quality systems.

Continuing Airworthiness Management.

Operational procedures when affecting the continuing airworthiness management of the aircraft or its maintenance.

Training on auditing techniques.

Five years' relevant work experience to be allowed to work as the Lead auditor independently.

A relevant engineering degree or an aircraft maintenance technician qualification with additional education. 'Relevant engineering degree' means an engineering degree from aeronautical, mechanical, electrical, electronic, avionic or other studies relevant to the maintenance and continuing airworthiness of aircraft/aircraft components.

Knowledge of maintenance standards, including Fuel Tank Safety (FTS) training.

In addition to technical competency, auditors should have a high degree of integrity, be impartial in carrying out their tasks, be tactful, and have a good understanding of human nature.

A programme for continuation training should be developed ensuring that the auditors remain competent to perform their allocated tasks.

## Appendix C: Key Applicable Regulatory Requirements and Standards

### DAOS

MRP RA 5000 Series	Type Airworthiness Engineering (TAE) Regulations
MRP RA 5850	Military Design Approved Organization (MRP Part 21 Subpart J)
MRP RA 1005	Contracting with Competent Organizations
MRP RA 1014	Design Organizations and Co-ordinating Design Organizations - Airworthiness Responsibilities
MRP RA 1150	Airborne Equipment and Airborne Forces
MRP RA 1160 (series)	The Defence Air Environment (DAE) Operating Framework
MRP RA 1200 (series)	Defence Air Safety Management
MRP RA 1340	Equipment Not Basic to the Air System
MRP RA 1350	Air Launched Weapon Release
MRP RA 1600 (series)	Remotely Piloted Air Systems
DEF STAN 00-055	Requirements for Safety of Programmable Elements (PE) in Defence Systems
DEF STAN 00-056	Safety Management Requirements for Defence Systems
DEF STAN 05-057	Configuration Management of Defence Materiel
DEF STAN 00-970	Design and airworthiness requirements for service aircraft

### MAOS

MRP Part 145 RA 4800 (series)	MRP Part 145 Regulation
MRP RA 1005	Contracting with Competent Organizations
MRP RA 1016	Military Continuing Airworthiness Management
MRP RA 1160	The Defence Air Environment (DAE) Operating Framework
MRP RA 1161	Military Registration of Air Systems Operating within the DAE
MRP RA 1162	Air Safety Governance Arrangements for Civilian Operated (Development) and (In-Service) Air Systems

MRP RA 1163	Air Safety Governance Arrangements for Special Case Flying Air Systems
MRP RA 1164	Transfer of UK Military Registered Air Systems
MRP RA 1165	UK Civil Aviation Authority Oversight of UK Military Registered Aircraft
MRP RA 1200 (series)	Defence Air Safety Management
MRP RA 1600 (series)	Remotely Piloted Air Systems

**Schedule 2 of  
ITT No  
713800451**

## **Standardised Contracting Terms**

## 1 Definitions - In the Contract:

**Article** means, in relation to Clause 9 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

**Assets Subject to Special Controls (ASSC)** means a Contractor Deliverable which is: (1) subject to the United States International Traffic In Arms Regulations (ITAR); (2) subject to the 600 series of the United States Export Administration Regulations (EAR); or (3) classified as Attractive to Criminal and Terrorist Organisations (ACTO), meaning that it includes material which represents an immediate risk to Defence personnel or the public; or which is considered as attractive to criminal and terrorist organisations;

**ASSC Indicator** means for Contractor Deliverables subject to ITAR, a United States Munitions List (USML) or for Contractor Deliverables subject to the 600 series of the EAR, an Export Control Classification Number (ECCN);

**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 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;

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

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

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

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

**Mixture** means a mixture or solution composed of two or more substances;

**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;

**PPT** means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;

**PPT Legislation** means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

**Plastic Packaging Component(s)** shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

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

**Substance** means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

**Quality Assurance Requirements** means those requirements specified in the purchase order; and

**Unique Item Identifier (UII)** means a unique and unambiguous identifier that distinguishes an item from all other like and unlike items, consisting of: (1) NATO Stock Number (NSN); (2) NATO Commercial and Government Entity (NCAGE) code; (3) ASSC Indicator, where applicable; (4) serial number; and (5) part number.

## 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 16 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. Notwithstanding any other condition of this Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.

b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.

c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:

(1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR , for the avoidance of doubt, including Sensitive Information;

(2) taking into account the Sensitive Information set out in the purchase order, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or EIR; and

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

#### **6 Notices**

a. A Notice served under the Contract shall be:

(1) in writing in the English language;

(2) authenticated by signature or such other method as may be agreed between the Parties;

(3) sent for the attention of the other Party's representative, and to the address set out in the 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 of the recipient immediately following the day of delivery;

(2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;

(3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## **7 Intellectual Property**

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

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

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

### **Notification of Intellectual Property Rights (IPR) Restrictions**

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 2 (Notification of Intellectual Property Rights (IPR) Restrictions):

- (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
- (2) DEFCON 90 - including copyright material supplied under Clause 5;
- (3) DEFCON 91 - limitations of Deliverable Software under Clause 3b;

e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 2.

f. Any amendment to Schedule 2 shall be made in accordance with DEFCON 503 (SC1).

## **8 Supply of Contractor Deliverables and Quality Assurance**

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

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the 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. Unless otherwise specified in this Contract, any matter related to import and export licences will be managed under DEFCON 528 (SC1).

## **9 Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables**

a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. 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 contain Hazardous Substances, Mixtures or Articles; and

(2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);

(3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and

(4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance at the time of supply.

c. For substances, Mixtures or Articles that meet the criteria list in Clause 9.b above:

(1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in the purchase order; and

(2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.

d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:

(1) activity; and

(2) the substance and form (including any isotope).

f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.

g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Clause 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Clause 18.

h. 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 required particulars specified in the purchase order.
- b..... Each ASSC shall be marked with a Ull, to be affixed by way of a 2D data matrix label, in accordance with DEF-STAN 05-132.
- c..... Where the Contract requires a non-ASSC Contractor Deliverable to be marked with a Ull, to be affixed by way of a 2D data matrix label, this shall also be in accordance with DEF-STAN 05-132.
- d..... Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables. Where a 2D data matrix label is affixed, it shall last for the life of a Contractor Deliverable.
- e..... Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, they shall be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Clause 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)

- a. 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).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. 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).
- c. 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.

## 13 Plastic Packaging Tax

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
- e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
- f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of

the PPT Legislation. This shall include, but is not limited to the Contractor providing:

- (1) confirmation of the tax status of any Plastic Packaging Component;
- (2) documents to confirm that PPT has been properly accounted for;
- (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
- (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.

g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with Clause 13.f above is accurate.

h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

#### **14. 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.

#### **15 Payment**

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under Clause 15b 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 15a, 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 15b 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 15c 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.

#### **16 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 16.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.

## **17 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 17.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 17.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.

## **18 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 their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 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.

## **19 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.

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

- a. Subject to Clause 20.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;
- (1) under Clause 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
- (2) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
- (3) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
- (4) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
- (5) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
- (6) 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.

## **21 The Mandatory DEFCON SC variants that apply to this Contract are:**

DEFCON 503 (SC1) - Formal Amendments to Contract

DEFCON 528 (SC1) - Import and Export Licenses

DEFCON 531 (SC1) - Disclosure of Information

## **22 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:**

DEFCON 503 (SC1) (Edn. 06/22) - Formal Amendments to the Contract  
General Conditions

**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.

DEFCON 528 (SC1) (Edn 10/24) - Import and Export Licences

DEFCON 531 (SC1) (Edn. 09/21) - Disclosure of Information

DEFCON 534 (Edn 06/21) - Subcontracting and Prompt Payment

DEFCON 537 (Edn 12/21) - Rights of Third Parties

DEFCON 538 (Edn 06/02) - Severability

DEFCON 566 (Edn 04/24) - Change of Control of Contractor

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

#### **Non-Solicitation**

1.1 Neither Party shall, during the Agreement Period (or any option period]) and for a period of twelve (12) months after the expiry or termination of the Agreement either directly or indirectly solicit or entice any individual employee away from the other, except:

- (a) in the course of a normal recruitment exercise; or
- (b) with the other Party's prior written consent.

1.2 Unless otherwise approved by the Authority, the Service Provider shall not employ or engage (and shall use its reasonable efforts to ensure that no Sub-contractor shall employ or engage) any former employee of the Authority at any of the Authority premises at any time prior to the first anniversary of them having left the Authority's employment.

### **24 The processes that apply to this Contract are.**

**Schedule 3 to ITT No  
713800451**

## **Pricing Schedule**

**PRICING SCHEDULE – THE PROVISION OF EXTERNAL TECHNICAL SUPPORT FOR DAOS AND MAOS**

Note: The Contractor shall seek payment directly from the Organization being audited.

**Table 01 – DAOS PRICING SCHEDULE**

REQUIREMENT	HOURS	FY1 £ (Firm Price Ex VAT) 06 Apr 25 to 05 Apr 26	FY2 £ (Firm Price Ex VAT) 06 Apr 26 to 05 Apr 27	FY3 £ (Firm Price Ex VAT) 06 Apr 27 to 05 Apr 28	FY4 £ (Firm Price Ex VAT) 06 Apr 28 to 05 Apr 29	FY5 £ (Firm Price Ex VAT) 06 Apr 29 to 05 Apr 30
<b>DAOS</b>						
1 Initial Assessment – Design Organization (4 Days).						
2 Initial Assessment – Design Organization (3 Days).						
3 Initial Assessment – Additional sites (per site).						
4 Continuation Assessment – 4 Days.						
5 Continuation Assessment – 3 Days.						
6 Continuation Assessment – 2 Days.						
7 Continuation Assessment – 1 Day.						
8 Continuation Assessment – Additional sites (per site).						
9 Additional hourly rate.	N/A					

**Table 02 – MAOS PRICING SCHEDULE**

	<b>REQUIREMENT</b>	<b>HOURS</b>	<b>FY1</b> <b>£</b> <b>(Firm Price</b> <b>Ex VAT)</b> <b>06 Apr 25 to</b> <b>05 Apr 26</b>	<b>FY2</b> <b>£</b> <b>(Firm Price</b> <b>Ex VAT)</b> <b>06 Apr 26 to</b> <b>05 Apr 27</b>	<b>FY3</b> <b>£</b> <b>(Firm Price</b> <b>Ex VAT)</b> <b>06 Apr 27 to</b> <b>05 Apr 28</b>	<b>FY4</b> <b>£</b> <b>(Firm Price</b> <b>Ex VAT)</b> <b>06 Apr 28 to</b> <b>05 Apr 29</b>	<b>FY5</b> <b>£</b> <b>(Firm Price</b> <b>Ex VAT)</b> <b>06 Apr 29 to</b> <b>05 Apr 30</b>
	<b>MAOS</b>						
<b>1</b>	Initial Assessment RBA rating 3 Days.						
<b>2</b>	Initial Assessment RBA rating 2 Days.						
<b>3</b>	Initial Assessment RBA rating 1 Days.						
<b>4</b>	Initial Assessment - Additional Sites (per site)						
<b>5</b>	Continuation Assessment RBA rating 3 Days.						
<b>6</b>	Continuation Assessment RBA rating 2 Days.						
<b>7</b>	Continuation Assessment RBA rating 1 Days.						
<b>8</b>	Continuation Assessment – Additional sites (per site).						
<b>8</b>	Additional hourly rate (per hour).	N/A					

**PURCHASE ORDER**

**SC1A PO  
(Edn10/24)**

**Contract No:**

**Contract Name:**

**Dated:** .....

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to the applicable procurement threshold).

<b>Contractor</b>	<b>Quality Assurance Requirement (Clause 8)</b>
Name:	_____
Registered Address:	

<b>Consignor (if different from Contractor's registered address)</b>	<b>Transport Instructions (Clause 10)</b>
Name:	Select method of transport of Deliverables
Address:	To be Delivered by the Contractor (Y/N) [Special Instructions]
	To be Collected by the Authority (Y/N) [Special Instructions]
	Each consignment of the Deliverables shall be accompanied by a delivery note

<b>Progress Meetings (Clause 14)</b>	<b>Progress Reports (Clause 14)</b>
The Contractor shall be required to attend the following meetings:	The Contractor is required to submit the following Reports:
Subject:	Subject:
Frequency:	Frequency:
Location:	Method of Delivery:

	Delivery Address:
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<b>Payment (Clause 15)</b>	
Payment is to be enabled by CP&F.	

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p><a href="https://www.kid.mod.uk/maincontent/business/commercial/index.htm">https://www.kid.mod.uk/maincontent/business/commercial/index.htm</a> (Registration is required).</p> <p><a href="https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing">https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</a></p> <p><a href="https://www.dstan.mod.uk/">https://www.dstan.mod.uk/</a> (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arcott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email: <a href="mailto:Leidos-FormsPublications@teamleidos.mod.uk">Leidos-FormsPublications@teamleidos.mod.uk</a></p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement) and, if applicable, UK REACH compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information System (HSIS) Spruce 2C, #1260 MOD Abbey Wood (South) Bristol, BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p>b. <a href="mailto:DESTTECH-QSEPEnv-HSISMulti@mod.gov.uk">DESTTECH-QSEPEnv-HSISMulti@mod.gov.uk</a></p> <p>SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team</p>


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**Offer and Acceptance**

A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for            days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).

Name (Block Capitals):

Position:

For and on behalf of the Contractor

Authorised Signatory .....

Date:

B) Acceptance

Name (Block Capitals):

Position:

For and on behalf of the Authority

Authorised Signatory .....

Date:

**C) Effective Date of Contract:**



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Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
<p>Name:</p> <p>Address:</p>	<p>Select method of transport of Deliverables</p> <p>To be Delivered by the Contractor (Y/N) [Special Instructions]</p> <p>To be Collected by the Authority (Y/N) [Special Instructions]</p> <p>Each consignment of the Deliverables shall be accompanied by a delivery note.</p>

Progress Meetings (Clause 14)	Progress Reports (Clause 14)
<p>The Contractor shall be required to attend the following meetings:</p> <p>Subject:</p> <p>Frequency:</p> <p>Location:</p>	<p>The Contractor is required to submit the following Reports:</p> <p>Subject:</p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address</p>

Payment (Clause 15)
<p>Payment is to be enabled by CP&amp;F</p>

Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for _____ days from the</p>	<p>B) Acceptance</p>

<p>date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).</p>	
<p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of the Contractor:</p> <p>Authorised Signatory .....</p> <p>Date</p>	<p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of the Authority:</p> <p>Authorised Signatory .....</p> <p>Date</p>
<p><b>C) Effective Date of Amendment to Contract:</b></p>	

Lease term includes:

- a. periods covered by an option to extend the lease if the MOD is reasonably certain to exercise that option; and
- b. periods covered by an option to terminate the lease if the MOD is reasonably certain not to exercise that option.



**Ministry of Defence**  
**DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY**  
**RIGHTS (IPR) RESTRICTIONS**

**DEFFORM 711 - PART A – Notification of IPR Restrictions**

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

Please continue on additional sheets where necessary.

**DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)**

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

## Completion Notes

### Part A

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

- a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;
- b) any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;
- c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;
- d) any action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1	Enter the associated Invitation to Tender (ITT) or Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.
Block 4	<p>7. Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). <u>Any entry without a unique identifier shall be treated as a nil entry.</u></p> <p>NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.</p>
Block 5	8. This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.
Block 6	9. Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.

### Part B

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked "NIL RETURN".

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

- a) (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from His Majesty's Government (HMG).
- b) (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.
- c) (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.
- d) (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

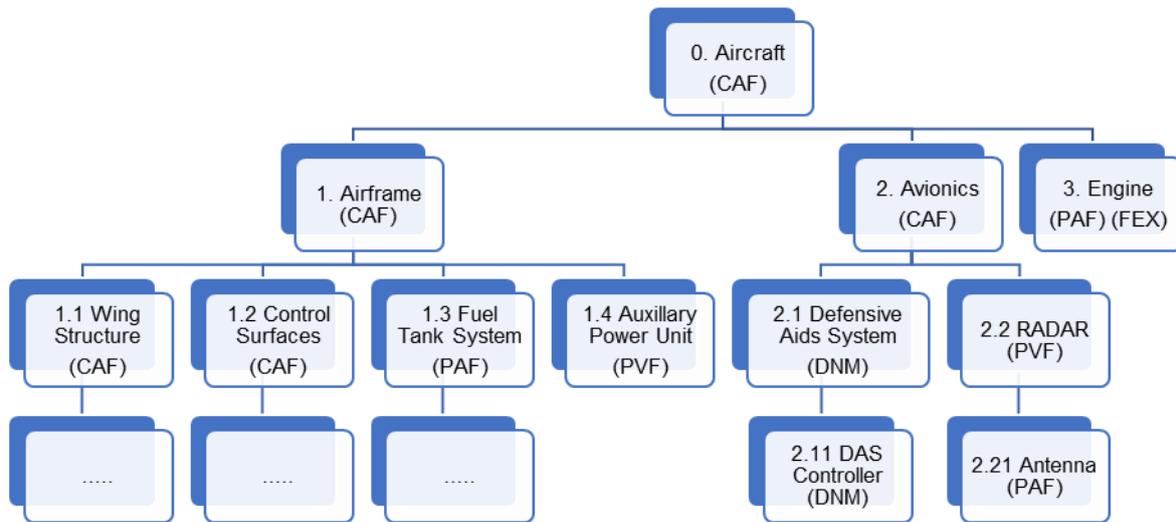
- e) (FEX) Foreign Export Controlled

Notes:

1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority's Senior Commercial Officer, and by following the amendment process set out in the Contract.
2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.
3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.
4. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

## Example PBS

A theoretical pictorial example is given below but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.



The diagram above indicates a highly simplified and hypothetical Contract scenario dealing with the procurement of a new air asset.

- i. The proposed new aircraft would be considered Contract Authority Funded (CAF) at its top level.
- ii. Items denoted as Private Venture Funded (PVF) would generally indicate that it and all of its sub-components have been funded by sources other than HMG. In this instance there is no need to proceed down the product breakdown structure any further (see 1.4), except unusually where a generally PVF regarded item has incorporated a Previous Authority Funded (PAF) item (see 2.21).
- iii. The proposed design is making use of a PAF engine.
- iv. This engine has Foreign Export Control (FEX) applying to items within it.
- v. The Defensive Aids System at 2.1 is covered as part of the Contract but the exact configuration and design has not yet been fixed "Design Not Mature" (DNM).
- vi. It is not feasible for a parent PVF system to make use of a CAF item; the parent system configuration would not have existed prior to the Contract.

## Deliverables

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

### All Negotiation Deliverables

#### Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.	Due 0 day after Contract Agreement Start Date	Buyer Organization
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organization
Import Licences Condition 8.d	Assist application for licences that are defence/security related		Buyer Organization
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organization

#### Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Contract Planning and Administration - Arrange In House Contract Initiation Meeting (reminder)	To call an initial Internal only meeting to ensure that all key MOD players understand the contract, e.g. they know: the contract scope and operation; their role & authority in the contract; the specific obligations they are responsible for; high-risk areas; performance evaluation; and what to do in response to events/problems that may arise and if changes are needed.	Due 1 day after Contract Agreement Start Date	Supplier Organization
Obligation DEFCON 21 ( Edn 06/21) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.	Due 1 month before Contract Agreement End Date	Supplier Organization
Obligation DEFCON 91 ( Edn 06/21) Clause - 5b - Software as required	A copy of the Software as is required for performance of obligations to be retained.	Due 3 months before Contract Agreement Start Date	Supplier Organization
Obligation DEFCON 117 ( Edn 07/21) Clause - 3a - Technical Data to	Provision of Technical Data to the Codification Authority or the Authority's Agent specified by the Codification Authority.	Due 3 months before Contract Agreement Start Date	Supplier Organization

Codification Authority or representative			
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organization
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organization
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.	Due 1 month before Contract Agreement Start Date	Supplier Organization
Marking of Articles Condition 11	Articles to be marked in accordance with the contract.	Due 1 month before Contract Agreement Start Date	Supplier Organization
Progress Meetings Condition 13	Attendance at progress meetings in accordance with the contract	Repeats every 3 months on the First Day of the Month starting 1 month after Contract Agreement Start Date until 0 day after Contract Agreement End Date	Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment		Supplier Organization
Commercial Exploitation Levy - Reminder that Statements of Sales and Auditor Certificate are required annually	Applicable to contracts with Commercial Exploitation Agreements. A reminder to Suppliers that Statements of Sales along with Auditor Certificate are required annually.	Repeats every 12 months on the First Day of the Month starting on 01-JAN-2020 until 12 months after Contract Agreement End Date	Supplier Organization

**Tenderer's Sensitive Information**

# **Tenderer’s Sensitive Information**

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

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

**Appendix - Addresses and Other Information  
DEFFORM 111**

## Appendix - Addresses and Other Information

### 1. Commercial Officer

Name: xxxx

Address: Ministry of Defence, Innsworth, Gloucester.  
GL3 1HW

Email: xxxx



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

Name: xxxx

Address: MOD Abbey wood (North) Bristol.  
BS34 8QW

Email: xxx



### 3. Packaging Design Authority

Organisation & point of contact:

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



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

Branch/Name:



(b) U.I.N. D0455A

### 5. Drawings/Specifications are available from

### 6. Intentionally Blank

### 7. Quality Assurance Representative:

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

### 8. Public Accounting Authority

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

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

### 9. Consignment Instructions

The items are to be consigned as follows:

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

### **B. JSCS**

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

JSCS Fax No. 01869 256837

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

### 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>

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

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arcott

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.kid.mod.uk/maincontent/business/commercial/index.htm>

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

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