



Ministry
of Defence

Kirsteen Warnock
Senior Commercial Officer

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Mr Steve Tomkins
Head of Business
Development
BESA Publications Ltd
Old Mansion House
Eamond Bridge
Penrith
CA10 2BX

Your Reference:
SOF001
Our Reference:
701575661
Date:
18 October 2021

Dear Steve,

Contract Number 701575661 – Technical Support to SFG20

1. The Authority hereby accepts your Tender dated 8 October 2021 as clarified by e-mail dated 13 October 2021.
2. For your convenience, the Terms and Conditions of the Contract which will result from this acceptance are attached.
3. Payment will be made in accordance with the attached Terms and Conditions. If your company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, please complete the Form **CX723**, which is available from **GOV.UK** (<https://www.gov.uk/government/publications/dbs-finance-payments-nominate-a-bank-form>) and forward to DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL.
4. Please acknowledge this by completing sections B and C in the table overleaf, signing both copies of this letter at section B and returning one to the address above.

Yours sincerely,

Kirsteen Warnock

Kirsteen Warnock
Senior Commercial, FDIS Programme

For and on behalf of DIO

Offer and Acceptance																					
<p>Section A) Acceptance</p> <p>Acceptance of Tender 701575661 constitutes acceptance by the Authority of your company's tender SOF001 for the supply of the Deliverables.</p> <p>Signed by: <i>Kirsteen Warnock</i></p> <p>Name (Block Capitals): Kirsteen Warnock</p> <p>Position: Senior Commercial Officer</p> <p>For and on behalf of the Authority</p> <p>Authorised Signatory <i>Kirsteen Warnock</i></p> <p>Date¹: 18 October 2021</p>	<p>Section B) Confirmation of Receipt</p> <p>I acknowledge receipt of the Authority's Contract letter no. 701575661 dated 18 October 2021.</p> <p>Signed by:</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of</p> <p>Authorised Signatory</p> <p>Date:</p>																				
<p>Section C) Tier 1 Sub-Contractor data:²</p> <table border="0"> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of work.....</td> <td>SME ...Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of work.....</td> <td>SME ...Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of work.....</td> <td>SME ...Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of work.....</td> <td>SME ...Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of work.....</td> <td>SME ...Yes / No</td> </tr> </table>		Name	value of work (£ ex VAT)	Location Of work.....	SME ...Yes / No	Name	value of work (£ ex VAT)	Location Of work.....	SME ...Yes / No	Name	value of work (£ ex VAT)	Location Of work.....	SME ...Yes / No	Name	value of work (£ ex VAT)	Location Of work.....	SME ...Yes / No	Name	value of work (£ ex VAT)	Location Of work.....	SME ...Yes / No
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Name	value of work (£ ex VAT)	Location Of work.....	SME ...Yes / No																		

¹ The date of unqualified acceptance by signature is the effective date of the Contract

² The MOD is required to report to the Government any spend with Small and Medium-sized Enterprises (SMEs) including sub-contractors (Tier 1). SMEs are defined by the EU on http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/index_en.htm

Invited Suppliers

Supplier Name	Supplier Address	Contact Name	Contact Email
BESA Publications Ltd	BESA Publications Ltd Old Mansion House, Eamont Bridge Penrith Cumbria CA10 2BX	Tomkins, Steve	Steve.Tomkins@theBESA.com

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Standardised Contracting Terms

SC1A

1 Definitions - In the Contract:

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

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

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

Contractor means the person, firm or company specified as such in the purchase order. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

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

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

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

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

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

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

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

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

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

2 General

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

be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

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

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

3 Application of Conditions

a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

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

5 Transparency

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

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

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

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

6 Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English Language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.

b. Notices shall be deemed to have been received:

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

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

7 Intellectual Property

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

8 Supply of Contractor Deliverables and Quality Assurance

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

9 Supply of Data for Hazardous Contractor Deliverables

N/A

10 Delivery / Collection

N/A

11 Marking of Contractor Deliverables

N/A

12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

N/A

13 Progress Monitoring, Meetings and Reports

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

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier

on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

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

15 Dispute Resolution

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

16 Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act

is that of a Subcontractor or anyone acting on its or their behalf;

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

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

17 Material Breach

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

18 Insolvency

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

19 Limitation of Contractor's Liability

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £1m (one million pounds).

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

(1) for:

a. any liquidated damages (to the extent expressly provided for under this Contract);

b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;

d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

(2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

(3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;

(4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

(7) for any other liability which cannot be limited or excluded under general (including statute and common)

law.

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

20 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

See page 11

21 The special conditions that apply to this Contract are: N/A

22 The processes that apply to this Contract are:

Purchase Order**PURCHASE ORDER****Contract No:** 701575661**Contract Name:** Technical Support to SFG20**Dated:** 18 October 2021

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 £122,979).

Contractor	Quality Assurance Requirement (Clause 8)
Name: BESA Publications Ltd Registered Address: Old Mansion House Eamont Bridge, Penrith, Cumbria, CA10 2BX	N/A

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

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
The Contractor shall be required to attend the following meetings: As required by Mr R McLoughlin, Project Manager Subject: Frequency: Location:	The Contractor is required to submit the following Reports: Subject: Frequency: Method of Delivery: Delivery Address:

Payment (Clause 14)
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>https://www.aof.mod.uk/aofcontent/tactical/toolkit (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/ (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 Arncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email: DESLCSLS-OpsFormsandPubs@mod.uk</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 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>by the following date:</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW</p>

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 £122,979).	B) Acceptance

Name (Block Capitals): Position: For and on behalf of the Contractor Authorised Signatory Date:	Name (Block Capitals): Position: For and on behalf of the Authority Authorised Signatory Date:
C) Effective Date of Contract:	

20 Project specific DEFCONs and DEFCON SC variants that apply to this Contract:

DEFCON 503 (SC1)

DEFCON 503 (SC1) (Edn. 07/21) - Formal Amendments To Contract

DEFCON 531 (SC1)

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

DEFCON 534

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

DEFCON 537

DEFCON 537 (Edn. 06/02) - Rights of Third Parties

DEFCON 538

DEFCON 538 (Edn. 06/02) - Severability

DEFCON 566

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

DEFCON 658 (SC1)

DEFCON 658 (SC1) (Edn. 11/17) - Cyber

DEFCON 687B (SC1A)

DEFCON 687B (SC1A) (Edn. 06/21) - Shared Data Environment System Transfer Arrangements

DEFCON 658 - Cyber Risk Profile - Very Low

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138.

DEFCON 532A (SC1)

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

General Conditions

Third Party IPR Authorisation

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

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

Intellectual Property Rights

DEFCON 90

DEFCON 90 (Edn. 06/21) - Copyright

Payment Terms

Pricing

Schedule 1 Official-Sensitive Commercial

DESCRIPTION		
In accordance with the Statement of Technical Requirements at Schedule 2 and the Terms and Conditions at Schedule 3, you are requested to provide firm prices for each of the following tasks.		
Firm Price Per Day £ (excl VAT)		
	Quantity	18 October 2021 to 17 October 2022 Year 1
1 Delivery of Technical support to DIO to Aid Development of MOD Schedules of Requirements (MIRS), to review, edit existing SGF20 Schedules and creation of bespoke Schedules. (As described in Schedule 2)	As Required	£..... per Day
With a Maximum Liability of £..... total spend on Contract		

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Deliverables

Deliverables Note

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.

Negotiation Deliverables

All Negotiation Deliverables

Supplier Contractual Deliverables

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Progress Meetings Condition 13	Attendance at progress meetings in accordance with the contract	As required	Supplier Organization
Payment Condition 14.b	Submission of Invoices	Monthly	Supplier Organization
Payment Condition 14.c	Payment	Monthly in arrears	Supplier Organization
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.		Supplier Organization

Buyer Contractual Deliverables

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.		Buyer Organization
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		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

Statement of Requirements

Schedule 2

Statement of Requirements

Introduction

The requirement consists for, confirming the provision of a Technical Support call-off service to aid the development of MOD Schedules of Requirements (MIRS) through the modification or editing existing SFG20 schedules and creation of bespoke schedules; to undertake independent review and evaluation of MIRS portfolio to ensure all statutory obligations have been captured and to identify any duplication or overlap in the schedules that could inhibit or delay the FDIS Suppliers providing the required service; to support asset mapping to MIRS to ensure assets .

Background

Crown Commercial Services mandates the use of the BESA SFG20 product for all suppliers on their Facility Management Frameworks. MOD FDIS Contracts are calling off this Framework, hence the adoption of SFG20, and the requirement to customise existing schedules and to create bespoke schedules to meet the complex requirements of the defence estate. The BESA Publications Limited (BESA) are the owners of the COTS SFG20 suite of schedules and therefore own the Intellectual Property (IP) to which DIO are licenced users. BESA are recognised specialists in the operationalisation and adaptation of Infrastructure schedules and as such are therefore best placed to assist DIO in the most effective deployment of their product and support our customisation and development of new schedules utilising the services of BESA Technical Authors, maintaining a consistency in style and language used as industry best practice in the mandated BESA product. Utilising BESA means that Industry SMEs and IP holders are supporting the development and operationalisation of MIRS; they are well placed to help develop additional bespoke schedules, and to respond to any Supplier SFG20 related mobilisation issues. Additionally, BESA will undertake a review of both customised and bespoke schedules against relevant United Kingdom statutory requirements. The flexibility of the call-off arrangements recommended ensures that we are only paying for support as and when we required. It is envisaged that the technical support will be required initially for the Mobilisation Period of the FDIS suite of Contracts.

Requirement

The scope of work would include, but not limited to:

- a. assisting in the development of bespoke schedules to support the maintenance and inspection of Defence specific asset types, including but not limited to maritime, airside cargo and passenger handling equipment, specialised fixed laboratory equipment that are not included within the commercial off the shelf (COTS) BESA SFG20;
- b. providing an intelligent customer interface for Suppliers deploying MOD SFG20 Variant during the Mobilisation Periods;
- c. assisting in the identification of asset types, the allocation of New Rules of Measurement codification and subsequent linkage to MIRS schedules;
- d. assisting in the customisation of existing BESA SFG20 schedules for defence estate use;
- e. development of "model asset Establishment Specific Task Schedules (ESTS)" to support validation of Suppliers proposals;
- f. loading of bespoke MIRS and customised SFG20 schedules into the DIO Customer Area of BESA SFG20 and prepare export files of all schedules for loading into DIO CAFM;
- g. providing an independent 3rd party review of MOD Amended and bespoke schedules, to ensure that;
 - MOD's statutory and mandatory obligations are delivered
 - MOD remains legally and contractually compliant
 - MOD achieves value for money
 - SFG20 and MOD Schedules support the operational needs of users of the Defence Estate
 - These schedules accurately reflect UK, MOD and industry standards,

- MOD requirements reflect industry norms and best practice where appropriate.
-

Deliverables

Comprehensive review of MOD Amendments to BESA SFG20 schedules and MOD bespoke schedules confirming suitability and that all relevant United Kingdom statutory requirements are contained within the MIRS.

Development with incoming Suppliers bespoke schedules for assets not covered by COTS BESA SFG20 or MIRS.

Review of Supplier produced amendments or new bespoke schedules for inclusion in MIRS portfolio.

Assistance with asset identification/schedule mapping where required

Duration

Call -off Contract for up to 12 months to provide technical support as and when required. DIO would normally provide the Supplier 5 days' notice of a requirement for support

Milestones

A daily report of activity to be provided to DIO Contact; weekly progress call to agree priorities and deliverable.

Location

Service to be provided from Suppliers Office; site visits would be an exception and not the norm.

Acronyms

BESA	- BESA Publications Limited
CAFM	- Computer Aided Facilities Management System
COTS	- Commercial off the shelf
DIO	- Defence Infrastructure Organisation
FDIS	- Future Defence Infrastructure Services
MOD	- Ministry of Defence
SOR	- Schedules of Requirements

Additional Possible Requirements

If any of the following do not apply enter Not Applicable.

If you need any assistance in deciding if any are applicable, please advise the Commercial team and they will be able to provide guidance.

Optional Requirements

Not Applicable

Governance

A daily activity monthly report will be required detailing all service levels met. Weekly meetings to be held between the Supplier and The Authority via Microsoft Teams, to discuss any ongoing issues.

Acceptance

All new SFG20 Schedules will be subjected to BESA Ratification process prior to formal issue to the Authority.

Performance Management

Not Applicable

Government Furnished Assets

The Supplier will be supplied with a MOD laptop and mobile phone for the duration of the Contract.

Security

Supplier is required to hold BPSS to have access to MODNet.

See attached Security Aspects Letter.

Personal Data

Not Applicable

Quality & Standards

Work to be subject to DIO Technical Authority oversight and BESA Ratification process.

Health & Safety

Supplier to operate under BESA Health and Safety Management Arrangements

Environmental

Not Applicable

TUPE

Not Applicable

Implementation

Not Applicable

Exit

At the end of the Contract the Supplier will be required to return any MOD GFX within 5 working days and should lodge all schedules produced under this Contract in the DIO area of SFG20 as part of delivery of the Contract.

Software

Not Applicable

IPR or Other Rights

The Supplier owns the IPR for the COTS BESA SFG20 and that of any COTS schedules amended by BESA as a result of MOD comment, correction or addition in accordance with the terms of their SFG20 licence (<https://www.sfg20.co.uk/t-c-s-for-general-subscribers>) and nothing in this Contract shall transfer ownership of that IPR to the Authority; DEFCOM 90 (Edn 06/21) applies to any other Deliverables under the Contract.”

Pricing/Payment

Payment will be on a day rate paid monthly in arrears

Cyber Risk

The Cyber Risk is rated as Very Low Risk and the RAR No: 766648920

IR35

Not Applicable

Supplier Liability

Notwithstanding anything to the contrary, the Supplier shall have no liability whatsoever for any special, indirect or consequential losses howsoever incurred by the Authority.

Market Engagement

Single Gate Business Case approved

Site Visits

Not Applicable

Samples

Not Applicable

Redactions

Not Applicable.

Benefits

Advise if any specific benefits are expected to arise through the contract.

Social Value

Not Applicable.

Evaluation Criteria

As Detailed

Customer

Bryan Dunn, Hd Engineering and Construction, Technical Services

Or

Robert Mcloughlin, Technical Standards Manager, Technical Services.

CP&F

Craig Coley, Technical Services.

Finance

David Boyd, Technical Services.

DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Kirsteen Warnock

Address: Room 1.2.24 Kentigern House 65 Brown Street Glasgow G2 8EX

Email: kirsteen.warnock896@mod.gov.uk ☎☎ 07866150018

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

Name: Mr Robert McLoughlin

Address Technical Standards DIO MOD Donnington Telford TF2 8JX

Email: DIO TS-Eng Tech Stds1@mod.gov.uk ☎☎ 07748920755

3. Packaging Design Authority Organisation & point of contact:

N/A

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

☎☎ N/A

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

Branch/Name: N/A

☎☎ N/A

(b) U.I.N. N/A

5. Drawings/Specifications are available from N/A

6. Intentionally Blank

7. Quality Assurance Representative: N/A

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

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

8. Public Accounting Authority

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

☎☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎☎ 44 (0) 161 233 5394

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

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

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

Air Freight Centre

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

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

Surface Freight Centre

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

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

B. JSCS

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

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact DESWATERGUARD-ICS-Support@mod.gov.uk in the first instance.

11. The Invoice Paying Authority

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

☎☎ 0151-242-2000 Fax: 0151-242-2809

Website is:

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

12. Forms and Documentation are available through *:

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

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

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

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

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

Quality Assurance Conditions

No Specific QMS

No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming Products under this Contract.