# Covering Letter

DEFFORM 47 Edn 09/21

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | |  | | --- | | Angus MacKay | | Def Comrcl Head Office Business Partner 3-1 | |  | | Ministry of Defence  Kentigern House  65 Brown Street  Glasgow G2 8EX  United Kingdom | | Email: Angus.Mackay240@mod.gov.uk | |

|  |  |
| --- | --- |
| FAO: invited Tenderers | Your Reference: |
| AON UK Limited |  |
| The Risk Factor Limited | Our Reference: 706879455 |
| Willis UK Limited |  |
|  | Date: 28 February 2023 |
|  |  |

Dear Sir/Madam,

Invitation To: Tender Reference Number: 706879455 – For Provision of an Insurance Broker for Personal Accident and Life Insurance for Service Personnel through Crown Commercial Service Framework RM6020.IS3 – lot 1.

Reference A. The Authority’s Capability Questionnaire issued on 15th February 2023.

Reference B. Supplier’s responses submitted by 21st February 2023.

1. You are invited to tender for Brokerage Services for Personal Accident and Life Insurance for Service Personnel in competition in accordance with the attached documentation.
2. The requirement is for Brokerage Services for Personal Accident and Life Insurance for Service Personnel.
3. The anticipated date for the contract award decision is 31 March 2023, please note that this is an indicative date and may change.
4. You must submit your Tender by email by **15 March 2023 - 23:59 (GMT).** Please note further instructions on submissions of tenders in DEFFORM 47.

Yours faithfully

Angus MacKay

Senior Commercial Officer Business Partner 3

**Invited Suppliers**

| **Supplier Name** | **Supplier Address** | **Contact Name** | **Contact Email** |
| --- | --- | --- | --- |
| AON UK LIMITED | 8 Devonshire Square, London,  EC2M 4PL | Robin Hold | [robin.hold@aon.co.uk](mailto:robin.hold@aon.co.uk) |
| THE RISK FACTOR LIMITED | Adam House, Ripon Way, Harrogate,  HG1 2AU | Rhiannon Bates | [rhiannon.bates@theriskfactor.com](mailto:rhiannon.bates@theriskfactor.com) |
| WILLIS LIMITED | 51 Lime Street, London,  EC3M 7DQ | Chris Sullivan | [chris.sullivan@willistowerswatsonsecure.com](mailto:chris.sullivan@willistowerswatsonsecure.com) |

# DEFFORM 47 – Tender Terms and Conditions

## Contents

DEFFORM 47

(EDN 11/22)

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

This invitation consists of the following documentation: see explanatory note 2.

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## Section A - Introduction

DEFFORM 47

(Edn 11/22)

**DEFFORM 47 Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

A13. “Schedule of Requirements” (Section 1 in Terms and Conditions, Schedule 2 in Standardised Contracting Template 1B (SC1B) or Schedule 2 in Standardised Contracting Template 2 (SC2)) means that part of the Contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A14. The “Statement of Requirement” means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

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

A16. A “Sub-Contracting Arrangement” means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

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

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

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

**Purpose**

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

a. timetable for the next stages of the procurement;

b.     instructions, conditions and processes that governs this competition;

c.     information you must include in your Tender and the required format;

d.     administrative arrangements for the receipt and evaluation of Tenders;

e.     criteria and methodology for the evaluation of Tenders; and

f. Contract Terms & Conditions

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

A22. This Requirement, being procured through Framework RM6020.IS3, is not otherwise advertised.

A23.   This ITT will be published under HMG`s Transparency Initiative.

A24.   This ITT has either been issued to all potential Tenderers that were deemed capable and compliant from the Capability Questionnaire at references A and B of the covering letter and listed on page 2 of this DEFFORM 47.

A25. Not used.

A26. Not used.

**ITT Documentation and ITT Material**

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

a.     take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;

b.    not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;

c.     seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;

d.     abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A27.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence.  Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;

e.     accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority’s written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;

f.      inform the named Commercial Officer if you decide not to submit a Tender;

g.     immediately confirm destruction of (or in the case of software, that it is beyond use) all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and

h.     consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked ‘OFFICIAL-SENSITIVE’ or ‘SECRET’.

A28.  Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94.  The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A27 above.

**Tender Expenses**

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

**Consortia and Sub-Contracting Arrangements**

A30. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify, the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangements, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority. In terms of the subcontracted Insurer, the Tenderer is to provide details, as much as it is know at this stage, and once the Broker is appointed, regular weekly updates on progress on appointing an Insurer is required.

**Material Change of Control**

**Note:** Paragraphs A31 to A34 are not applicable because no DPQQ has been issued.

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

a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;

b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or

c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and

d. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:

i. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;

ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;

iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and

iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

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

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

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

a. it fails to re-submit to the Authority the updated relevant section of its PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than business days following request from the Authority; or

b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

**Contract Terms &Conditions**

A35. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the [Knowledge in Defence (KiD) website.](https://www.gov.uk/guidance/knowledge-in-defence-kid)

A36. The Contract Terms & Conditions are as per the Terms & Conditions of Crown Commercial Service Framework RM6020.IS3. Some additional MoD DEFCONS have been added but where there is conflict between those and the Ts&Cs of RM6020.IS3, the latter will take precedence.

**Other Information**

A37. **The Armed Forces Covenant**

a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.

b. The Covenant is based on two principles:

i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and

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

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

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

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

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management

Ministry of Defence

Holderness House

51-61 Clifton Street

London

EC2A 4EY

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

## Section B - Key Tendering Activities

DEFFORM 47

(Edn 11/22)

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

| **Stage** | **Date and Time** | **Initiated By** | **Submit to:** |
| --- | --- | --- | --- |
| Invitation to Tenderers’ Issued | 28 Feb 2023 | The Authority | All Tenderers |
| Final date for Clarification Questions / Requests for additional information | 6 March 2023 at 12:01pm | Tenderers | [Flaviafanchin.Moedinger100@mod.gov.uk](mailto:Flaviafanchin.Moedinger100@mod.gov.uk)  [Angus.MacKay240@mod.gov.uk](mailto:Angus.MacKay240@mod.gov.uk) |
| The Authority issues Final Clarification Answers | 9 March 2023 | The Authority | All Tenderers |
| Tender Return | 15 March 2023 | Tenderers | As per the email addresses above |
| Tender Evaluation | between 15 March and 30 March 2023 | The Authority | N/A |
| Clarification Questions from the Authority to Tenders | between 15 March and 30 March 2023 | The Authority | As appropriate |
| Contract Award | 31 March 2023 | The Authority | The Winning Bidder and debriefs to unsuccessful Bidders |
| Broker appoints Insurer and undertakes the appropriate infrastructure needed | 31 May 2023 | The Broker | N/A |

**Notes**

**Tenderers Conference**

B1.        A Tenderers Conference is not being held.

**Clarification Questions** (from Bidders prior to Tender closing date)

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

**Tender Return**

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

**Negotiations**

B4.        Negotiations do not apply to this tender process, but clarification questions may be necessary.

        -------------------------------------------------------------

## Section C - Instructions on Preparing Tenders

DEFFORM 47

(Edn 11/22)

**Construction of Tenders**

C1. Your Tender must be written in English, using Arial font size 11. Prices must be ex VAT. Prices must be in Pounds Sterling. A price breakdown is required in your Tender.

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

**Validity**

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

## Section D - Tender Evaluation

DEFFORM 47

(Edn 11/22)

D1. details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

. On receipt of Tenders, the Authority shall evaluate each individual bid as follows:

* The First Stage is the Commercial evaluation. The Commercial Evaluation is undertaken by representatives of DEF Commercial – HO BP3. This is processed by checking all bids are submitted as per the instructions of the ITT. Only bids passing this stage proceed to the technical stage.
* The Next Stage is the Technical Evaluation. The Technical Evaluation will be undertaken by representatives from Armed Forces People Support. The Technical Score will be calculated based on an objective appraisal of the Bidder`s answers to the Technical Evaluation Matrix, item D3 to this Section. Only bids that are commercially and technically compliant will qualify for the financial evaluation.
* The Next Stage is the Financial Evaluation. The Financial Evaluation will also be undertaken by representatives of DEF Commercial – HO BP3. The Financial Score will consist of a calculation of all prices quoted for each of the two types of policies (i.e. Personal Accident and Life Insurance) over the five year period. The price proposed for each year has to include all services described in the Statement of Requirement.
* Prices must be maximum estimates at this stage and once an Insurer is appointed, the prices will be replaced by actual prices of policies.
* You are required to fill in the Pricing Schedules provided in the ITT with maximum estimates. The Authority will conduct the Financial Evaluation as follows:
  + All prices quoted by Item will be added together and then divided appropriately to provide an average cost.
  + The Personal Accident prices for all five years will be added together (minus items 6 and 7) to provide an overall price and this will be divided by 30 (i.e. 6 different prices for 5 years) to provide an average price.
  + The Life Insurance prices for all five years will be added together (minus items 3 and 4) to provide an overall price and this will be divided by 220 (i.e.11 different prices for 4 categories of policy for 5 years) to provide an average price.
  + These two averages prices will be added together to provide a total price and this total price will be divided into the Technical Score on a 60/40 weighted basis in favour of Technical as per the Formula quoted at D2 below.
* Please note that you are also required to quote a variation of price formula for the Option Years 6 and 7, however this will not be part of the Financial Evaluation. Please quote this on your returned Pricing Schedule in the appropriate box.
* Prices must be firm price estimates in GBP ex VAT. The prices must be presented in the Pricing Schedule included in Schedule 2.

D2. The evaluation methodology used to determine the overall score for each tender will be the Weighted Value for Money Index. The overall tender score will be calculated as follows:

Where: wQ = weighting of Technical Score = 60%

             wC = weighting of the Financial Score = 40%

D3. Alternative pricing models are welcome, but only if proposed as part of a Variant/Innovative Bid.

**D3. Technical Evaluation Matrix**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Serial No** | **Subject Area** | **Acceptance Criteria** | **Weighting** | **Score** | **Total (Weighting x Score)** | **Comments** |
| 1 | Provision of a Personal Accident Scheme (Lot1) | a) Please detail how you would use your expertise to secure an insurer who is capable of meeting the specific needs of Service personnel including Reservists, ex-Service personnel and MOD Civil Servants, which are outlined in para 9.1.2-9.1.6 and Annex B of the SOR? | 3 |  |  |  |
|  |  | b) Please detail how you will ensure that policyholders have choice and flexibility in choosing a level of cover that suits their needs and budget? | 3 |  |  |  |
|  |  | c) Please detail the steps you would take to reduce the risk of an insurer needing you to impose an exclusion period? | 3 |  |  |  |
|  |  | d) Please provide detail of the level of optional critical illness cover you would propose to be acceptable to the Authority? | 3 |  |  |  |
|  |  | e) Please detail any additional premium fee arrangements for coverage for War risks, CBRN if applicable? | 3 |  |  |  |
|  |  |  |  |  |  |  |
| 2 | Provision of a Life Insurance Scheme (Lot 2) | a) Please detail how you would use your expertise to secure an insurer who is capable of meeting the specific needs of Service personnel including Reservists, ex-Service personnel and MOD Civil Servants, which are outlined in paras 9.2.2 to 9.2.5 of the SOR? | 3 |  |  |  |
|  |  | b) Provide detail on how your proposal will deliver the defined benefits based on agreed levels of cover? | 3 |  |  |  |
|  |  | c) Please provide detail of any specific flexibilities that you would seek to offer to policyholders who require such cover for a mortgage or other long-term financial commitment? | 2 |  |  |  |
|  |  | d) Please detail your expectations for any staff including subcontractors in speaking to or handling vulnerable customers such as those facing or experiencing bereavement? Please detail how you will monitor that these expectations are met? | 2 |  |  |  |
|  |  | e) Please detail your proposals for Blocked Account including details of the split between Stability Fund, Marketing Fees and Brokers Fees? | 2 |  |  |  |
|  |  |  |  |  |  |  |
| 3 | Scheme Administration | a. Please detail how you will ensure that scheme administration limits involvement from the Authority? | 3 |  |  |  |
|  |  | b. Please detail the key performance indicators you would expect the insurer to meet and how these would be assessed? | 3 |  |  |  |
|  |  | c. Please confirm that you are able to provide or procure a dedicated customer service helpline for policyholders to contact as required? | PASS/FAIL |  |  |  |
|  |  | d. Please confirm that you are able to provide or procure a dedicated website that policyholders will be able to access for self-service scheme administration? | PASS/FAIL |  |  |  |
|  |  | e) Please detail your expectations of how customer complaints should be addressed and how you would escalate them? | 3 |  |  |  |
|  |  |  |  |  |  |  |
| 4 | Brokerage support | a) Please detail how you will proactively monitor any changes in risk appetite in the insurance and reinsurance market and how your proposal will be able to manage these risks for the duration of the contract? | 3 |  |  |  |
|  |  | b) Please detail how you would provide continuity for the Authority in the event of your chosen insurer defaulting or withdrawing during the contract period? | 3 |  |  |  |
|  |  | c) Please detail how you would ensure that your exit strategy is kept up to date and remains feasible through the duration of the contract? | 3 |  |  |  |
|  |  | d) Please detail how you would use your expertise in brokering insurance for higher risk professional groups to advise and support the Authority in navigating the insurance market and procuring appropriate insurance products? | 3 |  |  |  |
|  |  | e) Please detail any financial advisory services that you would seek to offer potential policyholders to support them to identify the appropriate cover for their specific circumstances? This advisory service should be separated from any marketing or sales teams and act in the best interest of the customer not the insurer. | 2 |  |  |  |
|  |  | f) Please detail your proposal for benchmarking the insurer and monitoring customer satisfaction? | 3 |  |  |  |
|  |  | g) Please detail how you will secure competitively priced premiums? | 3 |  |  |  |
|  |  | h) Please detail the mechanism for you attracting payment? Will it be a discount from the premium, or a fixed fee? Or combination? In each case, please provide as much detail as you can. | 3 |  |  |  |
|  |  | i) Please detail how you will use your expertise in Affinity Schemes to limit the Authority's contingent liability? | 3 |  |  |  |
|  |  | j) Please detail any management fees or other costs that will not be covered by Commission from premiums? | 3 |  |  |  |
|  |  |  |  |  |  |  |
| 5 | Marketing | a) Please detail how you will ensure that these products are marketed responsibly? | 3 |  |  |  |
|  |  | b) Please detail how you will ensure that marketing and promotional materials are accessible without support from the Authority? | 2 |  |  |  |
|  |  | c) Please detail how your marketing strategy will produce a minimal or neutral carbon-footprint? | 2 |  |  |  |
|  |  | d) Please detail how you will ensure that your marketing strategy will be inclusive and not utilise any stereotyping or outdated perceptions related to sex, gender, occupation, ethnicity, race, religion, disabilities, or other personal characteristic? | 3 |  |  |  |
|  |  | e) Please detail how you will ensure that marketing will promote a positive messaging about membership of the Armed Forces, Reserves and Civil Service and their role in society? | 3 |  |  |  |
|  |  |  |  |  |  |  |
| 6 | Scheme Launch. (SOR 10.6) | Please detail your proposal for the scheme launch | 3 |  |  |  |
|  |  |  |  |  |  |  |
| 7 | Data Protection (SOR Para 21) | a) Please confirm compliance with ISO 27001 | PASS/FAIL |  |  |  |
|  |  | b) Please confirm compliance with DEFCON 532A/532B | PASS/FAIL |  |  |  |
|  |  | c) Question deleted | (deleted) | (deleted) | | |
|  |  | d) Please confirm whether staff handling personal data will be willing and able to acquire the appropriate clearance up to CTC level if they do not hold this already, no later than 1st June 2023? | 3 |  |  |  |
|  |  | e) It would be highly desirable for the Authority if those heavily involved in ongoing discussions about the contract and the context in which it is required would hold a valid Security Clearance which the Authority would sponsor. Please confirm whether such personnel already hold this clearance and if not, whether they are willing to submit to the checks to obtain it upon award of contract? | 1 |  |  |  |
|  |  | f) Please confirm that a Privacy Impact Assessment (PIA) has been completed? | PASS/FAIL |  |  |  |
|  |  | g) The Authority requires that all personal data be processed and stored within the UK. Exceptionally, offshoring can be considered in line with Data Protection legislation, but this is subject to a risk assessment being completed and approved. Please provide detail of any exceptions you will require the Authority to consider or confirm that offshoring is not required? | 3 |  |  |  |
|  |  |  |  |  |  |  |
| 8 | TUPE | a) Further to F20 of this DEFFORM47, TUPE information from the current contractor and subcontractors has been provided. The Authority`s view is that TUPE is likely to apply. Please confirm here if you think TUPE applies or not and provide justification.  **(Note:** this is not a compliance question, but the Authority needs to know your position.) | YES/NO |  |  |  |
|  |  |  |  |  |  |  |
| 9 | Updates from broker on securing Insurer | Please confirm that you will provide regular updates on progress securing an Insurer. **(Note:** this is not a compliance question, but the Authority needs to know your position.) | YES/NO |  |  |  |
|  |  |  |  |  |  |  |
|  |  | Maximum Weighting score = |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  | **Total Score achieved by Bidder =** |  | Total | **0** |  |
|  |  |  |  |  |  |  |

**Note**: Weightings: 3 = High 2 = Medium 1 = Low

|  |  |  |
| --- | --- | --- |
| **Scores** | | |
| Each individual criterion will be evaluated against the following scoring mechanism. | | |
| 0 | Not Answered | The Tender does not include examples and does not demonstrate how the solution will deliver the stated requirement. |
| 1 | Poor | The Tender provides a limited response. The proposed solution includes limited examples and is dependent on support from the Authority. |
| 2 | Not Acceptable | The solution is unlikely to meet the requirement. The examples and solution provided have some gaps and it is clear that the solution will need support from the Authority. |
| 3 | Acceptable | There is evidence of meeting the criteria. The proposed solution gives a good idea of how the Tenderer will meet the requirement. The examples demonstrate how the Tenderer would manage the requirement. The proposed solution gives confidence that it can be delivered with little support from the Authority. |
| 4 | Good | In addition to the evidence, you have the confidence from the Tender that the requirement will be delivered on time, with no support required from the Authority. The examples and proposed solutions meet all of the technical, quality, safety and interoperability requirements in the Statement of Requirement (SOR). |
| 5 | Excellent | In addition to the solution and examples, the Tenderer has provided a proposal which exceeds expectations, shows insight into the project and includes examples of how they would manage the requirement. The Authority has confidence of success. |

D4. The Authority’s expectation is that Bidders should score a 3 or above for each of the questions. However, the Authority reserves the right to award the contract to the Bidder with the best Value for Money Index even if they have scored below a 3 for one or more answers, but where it is satisfied that their overall technical ability is compliant and therefore acceptable.

**Note 1.** Please note that the Authority reserves the right to evaluate any Variant/Innovative Bid against criteria other than those Award/Evaluation Criteria, but where it generally reflects well against the Award/Evaluation Criteria but where additionally, it believes that the particular Bid has added merit to the standard Bids received.

**Note 2**. Please note that the Authority has decided not to put a word limit on Bidders answers to the Award/Evaluation Criteria but expects a numbered and detailed but concise response to each specific Award/Evaluation Criteria Question. The Answers should be specific to each Question and stand alone and be without reference to previous or later answers.

**Note 3.** The Authority does not want to see corporate literature in the form of brochures or fliers but expects each answer to be numbered in reference to the Criteria it relates to and to be narrative and relevant to the Criteria it answers and part of the SOR to which it relates.

## Section E - Instructions on Submitting Tenders

**DEFFORM 47**

**(Edn11/22)**

**Submission of your Tender**

E1. Your Tender and any ITT Documentation must be submitted by email by **15 March 2023.** The Authority reserves the right to reject any Tender received after the stated date and time.  Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit their Tender response by email to [flaviafanchin.Moedinger100@mod.gov.uk](mailto:flaviafanchin.Moedinger100@mod.gov.uk) and [Angus.MacKay240@mod.gov.uk](mailto:Angus.MacKay240@mod.gov.uk) .

E2. You must provide a priced copy of you Tender and also unpriced copy to the email addresses above. You must ensure that there are no prices present in your unpriced Tender. The Technical Evaluation is conducted in isolation from the Financial Evaluation and it is therefore vital that no prices are present in the unpriced version of your Tender. The Technical Evaluators will be provided with the unpriced version and the Financial Evaluators will retain the priced copies until the Evaluation Process is completed. The Authority has the right to request, at its discretion, that any pricing information found in the unpriced versions is redacted in accordance with paragraph E3.

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

E4. Please contact [Flaviafanchin.Moedinger100@mod.gov.uk](mailto:Flaviafanchin.Moedinger100@mod.gov.uk) and [Angus.MacKay240@mod.gov.uk](mailto:Angus.MacKay240@mod.gov.uk) if you have requirements to send documents above OFFICIAL SENSITIVE.

E5. You must contact [flaviafanchin.moedinger100@mod.gov.uk](mailto:flaviafanchin.moedinger100@mod.gov.uk) to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

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

**Items**

E7. The requirement is for two items as per the Statement of Requirements SOR.

1. Personal Accident Insurance
2. Life Insurance

**Variant Bids / Innovative Bids**

E8. Variant Bids / Innovative Bids are welcome, but there can be no guarantee that the Authority will be able to consider them or will be able to award on the basis of them. Nevertheless, the Authority reserves the right to consider them if it believes they are appropriate and in keeping with the general requirement and to award a contract based on them even if there is a need to evaluate them not entirely in accordance with the award evaluation criteria.

E8.1. Nevertheless, Bidders considering whether to submit a Variant / Innovative Bid need to comply with Annex B, section E, paragraph 4.

**Samples**

E9. No samples are required.

**Annex A to Section E - Lots**

Not applicable.

**Annex B to Section E - Variant Bids / Innovative Bids**

**DEFFORM 47**

**(Edn11/22)**

1. Each Tenderer may submit Variant Bids subject to the conditions set out below.

2. The Tender must meet the Authority’s minimum requirements, operate as a standalone Tender and not be dependent upon any other Tender or any other factors external to the Tender itself, that is the Tender must be capable of being accepted by the Authority in its own right.

3. Tenderers are permitted to submit a maximum of two Variant / Innovative Bids (additional to the Reference Bid) to the Authority, subject to the requirements of a Variant Bid. A Reference Bid is a bid that is submitted on the basis of (and complies with) certain prescribed requirements as set out in the Statement of Requirement SOR. A Variant Bid is a Tender that offers an alternative approach to, or method of, meeting the Authority’s stated requirements. Note that any Tender made subject to additional or alternative Contract Terms & Conditions alone is not a Variant Bid. A Variant Bid must meet the minimum requirements applicable to a Reference Bid.

4. A Variant Bid will only be considered once the Authority has determined that the Tenderer has submitted a compliant Reference Bid. A Variant Bid must not be used for the purposes of imposing the Tenderer’s own Terms and Conditions. If a Tenderer is in any doubt about the acceptability of any proposed Variant Bid, it may request clarification from the Authority before formal submission.

5. In the event that a Tenderer submits more Variant Bids than stated in paragraph 3, the Authority will issue written correspondence to the Tenderer to request confirmation of which Variant Bid(s) will be eligible to be evaluated and which Variant Bid(s) will be discarded. The Tenderer shall submit a response to this request within 5 working days of issue by the Authority. If no response is received from the Tenderer in the period specified, the Authority reserves the right to discard and not evaluate any of Variant Bids submitted by the Tenderer for this Tender.

6. Tenderers must:

a. state which of the variants or which of the combination of the variants above in paragraph 3 applies to the Variant Bid;

b. provide any information requested regarding the particular type(s) of Variant Bid;

c. provide a summary of the costing and solution differences; and

d. detail the benefits to the Authority of those differences against the relevant Reference Bid(s)

7. Further details on how Variant Bids will be evaluated can be found in Section D (Tender Evaluation).

## Section F - Conditions of Tendering

DEFFORM 47

(Edn 11/22)

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

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

a. vary the terms of this ITT in accordance with applicable law;

b. seek clarification or additional documents in respect of a Tenderer’s submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;

c. visit your site;

d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITT;

e. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic PQQ or the tender process;

f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34;

g. withdraw this ITT at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;

h. re-issue this ITT on a single source basis, in the event that this procurement does not result in a ‘competitive process’ as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014;

i. choose not to award any Contract as a result of the current tender process;

j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F3. The Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C3.

**Conforming to the Law**

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

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

**Bid Rigging and Other Illegal Practices**

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

**Conflicts of Interest**

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

· devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;

· enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;

· enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;

· canvass the Authority or any employees or agents of the Authority in relation to this procurement; or

· attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have provided advice to the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential Conflict of Interest (COI) exists, arises or may arise or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must notify the Authority immediately.

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

a. the manner of operation and management;

b. roles and responsibilities;

c. standards for integrity and fair dealing;

d. levels of access to and protection of competitors’ sensitive information and Government Furnished Information;

e. confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);

f. the Authority’s rights of audit; and

g. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no Conflicts of Interest exist between the Tenderer and their advisers, and the Authority and its advisers. Any Tenderer who fails to comply with the requirements described at paragraphs F7 to F10 (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

**Government Furnished Assets**

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

**Standstill Period**

F12. The Standstill period does not apply.

**Publicity Announcements**

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

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

**Sensitive Information**

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

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

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

**Reportable Requirements**

F18. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you attach the relevant information.

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

**Specific Conditions of Tendering**

F20. TUPE

**Applicability Of TUPE**

1. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is your responsibility to consider whether or not TUPE applies to this re-let and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this Invitation to Tender results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.

2. If you have a contrary view to that of the Authority on the applicability of TUPE you are strongly encouraged to submit both a TUPE and non-TUPE tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non-TUPE tender will be considered, otherwise the tender conforming to the Authority's view will be considered.

**Note:** Please see Award Evaluation Criteria, Question 8.

**TUPE Information Provided For Tendering Purposes**

3. TUPE information in respect of the current employees is provided at Appendix 1. This information may be updated prior to contract award in which event the short-listed tenderers will be given an opportunity to revise or confirm tendered prices.

4. The information detailed at Appendix 1 has been obtained from the contractor currently undertaking this task. The accuracy and completeness of this information cannot be warranted by the Authority. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.

**Appendix 1 to TUPE**

The incumbent contractor (AON) has advised that there is no organised grouping of employees carrying out the services, and the employee information is in relation to their subcontractor staff only.

• 1 FTE account director

• 2 FTE claims handlers

• 12 FTE sales staff (Valo)





## DEFFORM 47 Annex A

DEFFORM 47 Annex A

(Edn 11/22)

**Ministry of Defence**

**Tender Submission Document (Offer) – Ref Number**

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

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Applicable Law** | | | | | | |
| I agree that any contract resulting from this competition shall be subject to English Law | | | | | Yes / No | |
| **Total Value of Tender (excluding VAT)** | | | | | | |
| £ ………………………………………………………………………………………………………………………  WORDS ................................................................................................................................................................................ | | | | | | |
| **UK Value Added Tax** | | | | | | |
| 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)) £........................... | | | | | | |
| **Location of work (town / city) where contract will be performed by Prime:** | | | | | | |
| Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required) | | | | | | |
| Tier 1 Sub-contractor Company Name | Town / city to be  Performed | Contractor Deliverables | | Estimated Value | | SME  Yes / No |
|  |  |  | |  | |  |
|  |  |  | |  | |  |
|  |  |  | |  | |  |
| **Mandatory Declarations** (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)): | | | | **Tenderer’s Declaration** | | |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528. | | | | Yes\* / No | | |
| Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions? | | | | Yes\* / No | | |
| Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions? | | | | Yes\* / No | | |
| Have you provided details of how you willcomply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended? | | | | Yes / No | | |
| Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service? | | | | Yes\* / No / N/A | | |
| Have you completed Form 1686 for sub-contracts? | | | | Yes / No | | |
| Have you completed the compliance matrix/ matrices? | | | | Yes / No / Not Required | | |
| Are you a Small Medium Sized Enterprise (SME)? | | | | Yes / No | | |
| Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs? | | | | Yes / No | | |
| Have you completed and attached Tenderer’s Sensitive Information Form? | | | | Yes / No | | |
| If you have not previously submitted a Statement Relating to Good Standing, within the last 12 months, or circumstances have changed have you attached a revised version? | | | | Yes\* / No / N/A | | |
| Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012? | | | | Yes\* / No | | |
| Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement? | | | | Yes\* / No | | |
| Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer,  as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly | | | |  | | |
| Do the Contractor or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012? | | | | Yes\* / No | | |
| Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer? | | | | Yes / No / Not Required | | |
| Have you complied with the requirements of the Defence Safety Authority Regulatory Articles? | | | | Yes / No / Not Required | | |
| Have you completed the additional Mandatory Requirements (as per paragraph F18) stated in this ITT? | | | | Yes / No / Not Required | | |
| \*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer). | | | | | | |
| **Tenderer’s Declaration of Compliance with Competition Law** | | | | | | |
| We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:  a. the offered price has not been divulged to any Third Party,  b. no arrangement has been made with any Third Party that they should refrain from tendering,  c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,  d. no discussion with any Third Party has taken place concerning the details of either’s proposed price, and  e. no arrangement has been made with any Third Party otherwise to limit genuine competition.  We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.  We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.  We agree that the Authority may share the Contractor’s information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in the Tenderer’s Sensitive Information Form (DEFFORM 539A). | | | | | | |
| **Dated this.................. day of ................................................................... Year ........................** | | | | | | |
| **Signature:In the capacity of**  (Must be scanned original) (State official position e.g. Director, Manager, Secretary etc.) | | | | | | |
| **Name:** (in BLOCK CAPITALS)  **duly authorised to sign this Tender for and on behalf of:**  (Tenderer's Name) | | | **Postal Address:**  **Telephone No:**  **Registered Company Number:**  **Dun And Bradstreet number:** | | | |

## Appendix 1 to Annex A (Offer)

Edn 11/22

**Information on Mandatory Declarations**

**IPR Restrictions**

1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it 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. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.

2. In particular, you must identify:

a.        any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, 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 you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables;

c.        the nature of any allegation referred to under sub-paragraph 2.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information; and / or

d.        any action you need to take, or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 2.b.

3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

**Notification of Foreign Export Control Restrictions**

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

6. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:

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

a. a non-UK export licence, authorisation or exemption; or

b. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 6 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

7. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.

9. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 6.

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

**Import Duty**

11. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.

12. For the purpose of this competition, for any deliverables not yet imported into the UK, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended [see explanatory note 41].

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

**Cyber Risk**

14. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of ‘LOW’. The Risk Assessment Reference is RAR-889057564. Tenderers are required to complete the Suppliers Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Security Implementation Plan as appropriate.

**Sub-contracts Form 1686**

15. [Form 1686](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf) (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. Form 1686 and further guidance can be found in the Cabinet Office’s [Contractual Process](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf).

**Small and Medium Enterprises**

16. The Authority is committed to supporting the Government’s Small and Medium-sized Enterprise (SME)policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of the Authority’s spending should be spent with SMEs by 2022; this applies to the money which the Authority spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of SME.

17. A key aspect of the Government’s SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly.  All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the [Prompt Payment Code](http://www.promptpaymentcode.org.uk/).

18. Suppliers are also encouraged to work with the Authority to support the Authority’s SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority’s purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement). and the DSP.

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

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

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

21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government’s Transparency Principles and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 12.

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

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

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

**Electronic Purchasing**

25. Tenderers must note that use of the [Contracting, Purchasing and Finance (CP&F)](https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

**Change of Circumstances**

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

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

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

**Defence Safety Authority (DSA) Requirements**[see explanatory note 42]

28. There are no DSA Requirements.

**Bank or Parent Company Guarantee**[see explanatory note 43]

29. A Bank or Parent Company Guarantee is not required.

**IR35 Assessment**

30. The Authority assesses that IR35 does not apply.

# Schedule One - Statement of Requirement

**CONTRACT No: 706879455 *–* STATEMENT OF REQUIREMENT FOR THE PROVISION OF PERSONAL ACCIDENT INSURANCE AND LIFE INSURANCE BROKING SERVICES FOR SERVICE PERSONNEL (INCLUDING MOD CIVIL SERVANTS ON OPERATIONAL DEPLOYMENT)**

**Introduction**

1. The Contractor (Broker) shall provide Personal Accident and Life Insurance Schemes tailored to the specific needs of Service Personnel (including Reservists) and ex-Service Personnel and operationally deployed MOD Civil Servants, for a period of five years. Expertise in procuring Affinity Insurance Scheme is therefore particularly desirable.
2. The Authority has the option to extend the contract for a further period of up to 2 years. The Schemes shall include all brokerage, marketing services, family cover for personal accident insurance and spouse/partner (nominated partner) cover for life insurance.

**Background**

1. The Government’s most important duty is the defence of the UK and Overseas Territories, and protection of our people and sovereignty. We will use all of our capabilities to defend our sovereignty and territorial integrity, including our Armed Forces when required. Periodically, the Government sets out its National Security Strategy and plans, including in the ‘Ministry of Defence Outcome Delivery Plan: 2021-2022,’ and the ‘Defence in a Competitive Age’. More information on this, including numbers of trained military personnel regular and reserve and armed forces quarterly Service Personnel statistics, can be found in Annex A.
2. MOD has a long-standing position that Service Personnel should not be disadvantaged in their ability to access privately arranged commercial insurance due to their employment. In this respect, the provision of a bespoke personal accident and life insurance Schemes for Service Personnel is consistent with our commitment under the Armed Forces Covenant. A Broker with expertise in procuring Affinity Insurance schemes for at risk groups such as Police or Fire Services, would be particularly desirable for this reason.
3. Historically, the membership for each Scheme (up to 31 July 2022) is as follows:

**Personal Accident Insurance);**

c.60,000 Service Personnel, c.2,000 Reservists and c.2,500 Ex-Service personnel.

The current Personal Accident Insurance provider offers optional life and critical illness (death by natural causes and on diagnosis of specified illness);

c.25, 000 Service Personnel, c.9,00 Reservists and c.1,000 Ex-Service personnel

**Life Insurance**

The current Life Insurance provider offers Life Insurance including terminal illness;

c1,000 Service Personnel, Reservists and Ex-Service Personnel. The MOD will have an on-going relationship with the previous contractor or the previous Life Insurance provider until such time as the Service Personnel Life Insurance policies end, which could be 25 years after June 2023 i.e. up to the year 2048.

1. The Schemes operate at no immediate cost to the Authority. The Life Insurance Scheme entails commitment to a contingent liability that covers large scale operational deaths. Over and above the life insurance Scheme premium paid by the policy holder, for deaths in the period 1 May 2007 to date the authority has paid a levy for the Insurer to provide pay claims for operational deaths above an annual mortality rate (see Para 9.2.12 below). Exceptionally, over and above the Personal Accident Scheme premium paid by the policy holder, for the period of 1 February 2010 to 30 September 2014 the insurance provider was entitled to levy an additional unit premium for each personal accident unit held by Service Personnel deployed to Afghanistan, which was met by the Authority (see Para 9.1.10 below).
2. Service Personnel may join one or both of these Schemes on a voluntary basis. They are also free to buy products from any provider they wish. Individuals will apply directly with the insurer and pay their premiums by Direct Debit.
3. Separately, the Authority provides no-fault compensation for Service Personnel through the Armed Forces Compensation Scheme (AFCS). It covers injury, illness or death attributable to military service. A lump sum is paid for an attributable injury or illness, and in addition for more serious injury or illness a Guaranteed Income Payment is awarded. The legislative provision for the AFCS is The Armed Forces and Reserves Forces (Compensation Scheme) Order 2011. The policy document for the scheme, Joint Service Publication 765, can be found at: <https://www.gov.uk/government/publications/joint-service-publication-jsp-765-the-armed-forces-compensation-scheme>. The facilitation of personal accident and life insurance Schemes is seen as complementary to the AFCS, as being paid-for products they also cover injury or death which is not attributable to military service. The MOD also provides an occupational pension for eligible members of the Armed Forces. The legislation for the Armed Forces Pension Scheme 2015 is the Armed Forces Pension Scheme Regulations (2014).

**THE REQUIREMENT**

1. The Contract will be for a five-year period expected to commence 1 June 2023, with an option to extend the Contract by the Authority for up to two years or on the basis of 1 year plus 1 year. The Contractor must comply with the provisions of Items 1 and 2 as follows:

**9.1 ITEM 1 - PERSONAL ACCIDENT INSURANCE**

* + 1. The Contractor shall provide a Personal Accident insurance Scheme tailored to the specific needs of Service Personnel (including Reservists), Ex- Service Personnel and MOD Civil Servants on Operational Deployment and provide for policies which will deliver defined benefits based on agreed levels of cover. Such policies will cater for the provision of an appropriate level of personal injury cover (excluding death from natural causes). There should be a choice of scale of cover, and premiums should be priced accordingly. Members should be able to increase or decrease the number of units held at any time. Provided monthly premiums are paid on time, the period of insurance for individual members should renew automatically each month.
    2. The Contractor shall provide the following (see also Annex B details):
       - Optional Service Personnel life insurance cover for i) the individual and ii) family cover (to provide cash payment up to at least £150,000 tax free for death from natural causes);
       - Optional Service Personnel critical illness cover i) the individual and ii) family cover (to provide cash payment up to at least £60,000);
       - Service Personnel Accident family cover, and;
       - MOD Civil Servants (on operational deployment) cover to be included in the main body of the Scheme.
    3. The main features of the Contractor’s Personal Accident Insurance Scheme shall be as set out below:
       - Benefits for death or permanent disability resulting from an accident, as set out in Annex B. An extension of benefits for criminal injury, legal protection and personal legal liability cover is to be included. All benefits are to be payable in addition to any other Legal Expenses and Compensation that the individual may receive.
       - No distinction may be made in the eligibility of individuals to join the Personal Accident Scheme or the benefits payable by the Schemes based on age, gender, rank, occupation and employment location or deployment within the MOD Armed Forces and MOD Civil Service.
    4. Cover is to be available
* 24 hours a day, every day of the year;
* On a world-wide basis;
* On or off duty;
* For all duties and activities (including no limitations for hazardous);
* For all non-professional and professional sporting activities;
* For all terrorist activity;
  + - For all war and hostilities including death caused by Chemical Biological Radiological Nuclear weapons, Weapons of Mass Destruction or terrorism, or any other deployment of the Armed Forces or MOD Civil Service at the specific direction of HM Government. Such cover could be offered as an optional enhanced level of cover, at an enhanced level of premium.
    1. The policy is to provide cash payments up to £750,000 tax free in the event of accidental bodily injury which results in permanent disability, specified burns, specified fractures or hospitalisation. The policy is to provide up to £150,000 tax free for accidental bodily injury which results in death.
    2. The policy is to be in line with industry standards for personal accident insurance cover but without the civilian limitations that would exclude Service Personnel.
    3. In the event of hostilities (a public announcement of the formation and deployment comprising 2,000 or more UK Service Personnel to participate in and continue to be deployed in an armed conflict), the Contractor may declare an exclusion period by advising the Authority. The Contractor is to give a minimum of 45 days’ notice of any exclusion period beginning. During such a period the Contractor can decide not to accept any new enrolments or increase in the number of units of cover held.
    4. Members shall be able to increase or decrease the amount of cover they have, at any time, including to increase cover immediately prior to deployment and the option to reduce cover post-deployment. The minimum policy term shall be one month.
    5. The optional critical illness and life insurance cover (paragraph 9.1.2.) under the personal accident scheme shall be available to all Service Personnel (including Reservists and ex Service Personnel) and MOD Civil Servants on operational deployment regardless of occupation, age, rank, gender, employment location or deployment. Optional critical illness cover should not be limited to the bare minimum conditions required by law to qualify as critical illness cover and should be representative of offers available elsewhere in the insurance market. Applicants can be required to declare pre-existing health conditions. Where individuals would otherwise be unable to join the Scheme or take out the optional Life Insurance cover extension because of a pre-existing health condition, the Contractor is encouraged to ensure arrangements can be made for specific policy exclusions to be applied so eligible applicants are able to benefit from cover under unaffected aspects of the life insurance policy.
    6. The Contractor shall use its reasonable endeavours to ensure that the Insurer of the Personal Accident Scheme provides cover without reserving the right to declare “Exclusion Periods”.

**9.2. ITEM 2 – LIFE INSURANCE**

* + 1. The Contractor shall provide a Life Insurance Scheme tailored to the specific needs of Service Personnel (including Reservists), ex-Service Personnel and MOD Civil Servants on operational deployment and provide for policies which will deliver defined benefits based on agreed levels of cover. Details of the proposed premiums, amount covered and policy term shall be included. It shall include provisions that cover will be payable on diagnosis of terminal illness.
    2. In addition, the Contractor shall provide:
       - Optional spouses/partners (including nominated partners) Life cover on a Dual Life basis;
       - Optional MOD Civil Servant (on operational deployment) cover to be included in the main body of the Scheme
    3. The main features of the Contractor Life Insurance Scheme shall be as set out below:
* The life insurance policy cover provided shall be ‘All Risks’ subject to the standard exclusions set out in a comparable life insurance policy, namely intentional self-inflicted injury. Suicide within 12 months of the policy start date will not be included; however, MOD accepts that the Contractor may elect to pay suicide claims.
* Cover to be made available to Service Personnel on self-certification of good health without a medical certificate for under age 50. Applicants age 50 or over and eligible applicants partners could be subject to medical underwriting. Pre-existing medical conditions may also be excluded; a certification of pre-existing conditions is therefore required.
* The life insurance policy cover shall not exclude death caused by war and civil commotion (including death caused by Chemical Biological Radiological Nuclear weapons, Weapons of Mass Destruction or terrorism).
  + 1. The life insurance policy shall be available to all Service Personnel (including Reservists) and MOD Civil Servants on operational deployment regardless of occupation, rank, gender, employment location or deployment. Applicants are to declare pre-existing health conditions. Where individuals would otherwise be unable to join the Scheme or take out the Life Insurance cover extension because of a pre-existing health condition, the Contractor is encouraged to ensure arrangements can be made for specific policy exclusions to be applied so eligible applicants are able to benefit from cover under unaffected aspects of the life insurance policy.
    2. The policy shall be priced by age and smoking history. No other premium loading shall be permitted for individual applicants to the Scheme.
    3. The benefits provided shall not decrease during the duration of the Scheme. Cover is to be available continuously whilst the member is a member of the Armed Forces, Reserve Forces or a member of the MOD Civil Service on Operational Deployment.
    4. The Authority will provide a **financial guarantee** (see Para 5 for details) in the form of a contingent liability under which it will pay the benefits due for excess operational claims above an agreed mortality rate.
    5. A Stability Fund will be used to meet the first tranche of the MOD’s excess operational claims guarantee to the Contractor’s Life Insurer. It will be controlled by the Contractor on behalf of MOD, but held by the Insurer in a Blocked Account. It will receive 12% of the total premium income received. The objective of the Stability Fund is to raise the point where MOD has to intervene by the agreed mortality rate. The Contractor shall include the amount retained in the Stability Fund in the Quarterly report submitted to MOD.
    6. The Contractor may, with MOD authority, permit the Contractor’s Life Insurer to use reinsurance and/or other financial initiatives or mechanisms to maximise the effectiveness of the Stability Fund income but any losses are to be paid by the Contractor’s Life Insurer to ensure the Stability Fund never falls below the agreed starting amount. Should the life insurance requirement transfer to a new Insurer, the Stability Fund would remain with the current Contractor’s Life Insurer.
    7. The mortality level shall be measured each calendar year. Life insurance claims in the event of all deaths shall be met by the Contractor’s Life Insurer in the first instance, except that the Authority shall subsequently reimburse operational deaths above the agreed mortality rate in any one calendar year.
    8. The life insurance attachment point is 70 deaths per 100,000 scheme members.
    9. Members shall be able to increase or decrease the amount of cover they have within the Scheme limits, or leave the Scheme on written application. The minimum policy term will be five years and the maximum 30 years.

**FEATURES AND PRINCIPLES WHICH APPLY TO BOTH PERSONAL ACCIDENT INSURANCE AND LIFE INSURANCE SCHEMES**

1. The following features and principles apply to both Schemes:
   1. Service Personnel (including Reservists) and MOD Civil Servants on operational deployment will be able to join one or both Schemes.
   2. Membership of the Schemes shall not be mandatory for Service Personnel (including Reservists) and MOD Civil Servants on operational deployment and shall be subject to separate arrangements directly between the Contractor’s Insurers and the individual. The Contractor shall ensure the Schemes will be simple to join with automatic acceptance, subject to the Scheme’s enrolment conditions. Also, the Contractor shall ensure the application forms and notice to withdraw process will be applicable to all Service Personnel (including Reservists) and MOD Civil Servants on operational deployment, uncomplicated, unambiguous and easy to complete.
   3. Premiums shall be payable by members on a monthly basis. Personal Accident Insurance members are able to amend the units they hold at any time. The premiums can be increased by notice from the Contractor to the Designated Officer.
   4. Once an insured person’s term Life Insurance Scheme Policy has commenced their premium shall remain firm during the policy term.
   5. The Schemes will be available for purchase depending on individual need, and the extent of the financial commitment that the individual is prepared to make. They will be available on an individual basis.
   6. Access to a financial advisory service independent of insurers for personnel who are considering purchasing these products would be highly desirable.
   7. The Contractor shall include Reservists/ex-Service Personnel either in the main body of the personal accident/life insurance Schemes or if to do so would have a significantly detrimental effect to Reservists/ex-Service Personnel (bearing in mind that they currently pay lower premiums than regular Service Personnel for personal accident cover), they may make proposals for a separate Schemes for them.
   8. The Contractor shall be responsible for launching the Schemes and providing a detailed description of the proposal of the Schemes launch.
   9. The Schemes shall be run in accordance with the Financial Conduct Authority (FCA) Insurance: Conduct of Business (ICOB) rules.
   10. The Contractor (Broker) shall ensure that cover in the case of both Personal Accident Insurance (including legal protection and personal liability insurance) and Life Insurance shall be provided in accordance with the Contractor’s Insurers appropriate Policy Documents taking into account the unique nature of the requirement. The industry norm exclusions pertaining to the requirement shall not be applicable.

**COLLECTION OF PREMIUMS**

1. Premiums will be paid by direct debit or other arrangement direct from the individual.
2. In the event that an individual’s premiums are not collected in time for the start of the Schemes due to technical/administrative failure, that individual should still be covered from the start of the Schemes, provided that it can be shown that they applied for cover. The Contractor shall ensure that the Contractor’s Insurers hold contact details for individuals at the point of taking out the policy to facilitate contact and there afterwards it will be the responsibility of the individual to keep it updated. If the premium ceases to be paid at any time due to a technical/administrative failure, an individual will have six months from the payment of the last premium to pay missed premiums and remain on the Schemes. If the missed premium is not paid for any other reason or remains unpaid after six months, cover will be deemed to have terminated on the last day of the month when the final premium was paid.

**MARKETING OF THE SCHEME**

The Contractor shall arrange for the marketing of the Schemes.

Marketing may include regular visits to Armed Forces Phase 1 Training establishments and other Service Sites as well as the production and distribution of marketing material, but this is subject to the discretion of the local Commanding Officer and security considerations.

The Contractor shall not include in any marketing or promotional literature associated with the products and/or services offered under the terms of the contract words, phrases or imagery that gives an actual or perceived impression that the products and/or services offered under this contract are approved, sponsored and/or endorsed by the MOD. The Contractor shall not indicate that the Schemes are in any way underwritten by the MOD without the prior approval of the Authority’s Designated Officer. The Contractor may make a factual statement solely to the extent that the Contractor is ‘Provider of Insurance to the British Armed Forces’, other such statements being agreed in writing by the MOD prior to first use by the Contractor.

The Contractor shall ensure that in all marketing and promotional literature it is stated that Service Personnel and MOD Civil Servants on operational deployment are under no obligation to purchase products and services offered by the Contractor or any sub-Contractor employed by the Contractor.

The Contractor shall obtain the prior approval of the Authority for any and all publications associated with the Schemes including the form and content of any market research, marketing or promotional material.

**ADMINISTRATION COSTS**

1. All costs of providing an administrative system to the required service standard shall be included within the Contractor Insurer’s premiums. No other costs will be payable to the Contractor by the Authority.

**EXIT STRATEGY PLAN**

1. The Contractor shall provide an Exit Strategy Plan by 31 May 2026 (two years before the end of the initial contract period), which will include a Management Plan detailing the program of activities for developing the Exit Strategy. This will ensure a seamless and efficient transfer of the service and the Schemes at the end of the Contract period. After the Contract has expired the Contractor’s Insurer shall be required to provide the Authority with continued Management Information as the Authority may reasonably require.

**MANAGEMENT INFORMATION**

1. Please see Annex C for further details on the requirement relating to Management Information.

**ADVERTISING**

1. The Contractor shall be permitted to advertise their facilities relating to the Schemes at the Authority’s discretion, such as in an internal information notice.

**REMUNERATION**

1. The Contractor’s remuneration shall be based on an agreed percentage of the Premium Income received net of any insurance tax or other tax that may be imposed on premiums.

**BENCHMARKING**

1. After one year of the period of contract a benchmarking exercise will be undertaken by the Contractor or MOD’s appointed Insurance Adviser (through CCS Framework) as the Authority considers appropriate. This will be completed and presented to the Authority after year one of the initial contract period. Also, the Authority reserves the right to instruct the Contractor to carry out the benchmarking exercise every year during the period of the Contract. The benchmarking exercise is for the purposes of comparing premiums, benefits and other features of the Schemes with those available under a range of comparable schemes available to the general public or to Service Personnel (if available) or to MOD Civil Servants on operational deployment and to identify any required improvements. If after completion of the benchmarking exercise, it is found that the Contractor is below the required standards expected of them, then the Contractor shall implement an Improvement Plan (IP) to be agreed by the Authority. The Authority would review the IP after a set period of time as agreed. The Contractor shall be responsible for paying all the benchmarking costs undertaken since these costs shall be included within its remuneration charges.

**DATA PROTECTION**

1. The Contractor shall comply with ISO 27001 or equivalent or be willing to achieve this within 12 months of Contract award. Contractor’s personnel are required to be security cleared to Disclosure and Barring Service (DBS) level (previously referred to as Criminal Record Bureau – CRB), Baseline Personnel Security Standard (BPSS) and Counter Terrorist Check (CTC) level. The Contractor shall ensure that they take all necessary steps in safeguarding personal data, including an Information Security Statement and how they shall transfer data between parties; e.g. encrypted email etc. The Contractor shall be required to complete a Privacy Impact Assessment (PIA). The Contractor shall also comply with DEFCON 532A/532B (and DEFFORM 532) and note that all personal data storage is to be held in the UK.

**N.B The Authority accepts that the Contractor shall maintain policies and practices that substantially align with ISO 27001**

**REPORTING ARRANGEMENTS**

1. The project lead for this work will be:

Armed Forces Compensation Team

Ministry of Defence

Service Personnel Support

Floor 6, Zone N

Main Building

Whitehall

London SW1A 2HB

**INSURER’S WEBSITE**

1. The Contractor shall ensure that dedicated websites are available with online application, detailed information, including proposal documents and policy information, on the Schemes and how to contact the administrators for the purpose of general enquiries or claims and updating policy details. The Authority reserves the right to instruct the Contractor to make any changes it considers necessary at no cost. These changes will be advised by the Contract Management Team in conjunction with the DO.

**Annex A**

**DEFENCE POLICY, PLANS, NUMBERS OF PERSONNEL**

**The National Security Strategy and Strategic Defence and Security Review 2020**

1. On 23 November 2020, the government published the ‘Defence in a Competitive Age’ Command Paper. This Policy Paper sets out the government’s approach to national security for the coming five years, and how it will be implemented. It can be found at:

[Defence in a Competitive Age – GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/defence-in-a-competitive-age)

2. The paper states that the government’s priorities are: sustaining strategic advantage through science and technology; shaping the open international order of the future; strengthening security and defence at home and overseas; and building resilience at home and overseas.

**Ministry of Defence Outcome Delivery Plan**

3. The ‘Outcome Delivery Plan’ describes the Ministry of Defence’s (MOD) priority objectives as of 2021/2022:

[Ministry of Defence Outcome Delivery Plan: 2021 to 2022 – GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/ministry-of-defence-outcome-delivery-plan/ministry-of-defence-outcome-delivery-plan-2021-to-2022)

**UK Armed Forces Quarterly Service Personnel Statistics**

4. The ‘UK Armed Forces monthly Service Personnel statistics: index’ is a quarterly publication containing UK Service Personnel statistics on strengths, requirements, intake, applications and outflow.

#### Military Personnel and Civilians

| **Military full time strength and civilians** | **1 October 2022** |
| --- | --- |
| Royal Navy/Royal Marines | 33,390 |
| Army | 79,140 |
| RAF | 32,740 |
| Total full-time strength | 145,270 |
| Civilian | 56,860 |
| Total personnel | 202,130 |

| **Future Reserves 2020 – Volunteer Reserves strength** | **1 October 2022** |
| --- | --- |
| Maritime Reserve | 3,610 |
| Army Reserve | 27,950 |
| RAF Reserve | 3,200 |
| Total Reserves | 34,800 |

1. Totals and sub-totals are rounded separately to the nearest 10.

Source:  [Quarterly service personnel statistics: index – GOV.UK (www.gov.uk)](https://www.gov.uk/government/collections/quarterly-service-personnel-statistics-index).

**Armed Forces Compensation Scheme Statistics**

6. Statistics on compensation recipients and new claims and awards made under the Armed Forces and Reserve Forces Compensation Scheme between 2010/11 - 2021/22 can be found at:

<https://www.gov.uk/government/collections/armed-forces-compensation-scheme-statistics-index>

**Summary Statistics on Deaths among the UK Regular Armed Forces**

7. Data on UK Armed Forces deaths in Service for each year between 2010 – 2021 can be found at:

<https://www.gov.uk/government/collections/uk-armed-forces-deaths-in-service-statistics-index>

**UK armed forces and UK civilian operational casualty and fatality statistics**

8. Data on the number of UK Armed Forces personnel and UK Civilians, who died, were injured or became ill on military Operations since 2006 can be found at:

[UK armed forces and UK civilian operational casualty and fatality statistics: financial year 2022/2023 – GOV.UK (www.gov.uk)](https://www.gov.uk/government/statistics/uk-armed-forces-and-uk-civilian-operational-casualty-and-fatality-statistics-financial-year-20222023)

**Annex B**

**Detailed list of benefits to be covered by Item 1 Personal Accident Cover**

|  |  |
| --- | --- |
| **Item** | **Benefit Description** |
| 1 | Catastrophic injury – quadriplegia |
| 2 | Paraplegia, Hemiplegia/ Triplegia |
| 3a | Permanent total disablement (total inability to do paid work of any kind which will probably last the rest of life) |
| 3b | Permanent total disablement (total inability of those in full-time paid employment at the date of bodily injury to continue with their usual occupation for the remainder of their life) |
| 4 | Loss of sight in both eyes |
| 5 | Loss of both hands or both feet |
| 6 | Loss of sight in one eye |
| 7 | Loss of one hand or foot |
| 8 | Loss of one limb below the shoulder and above the wrist |
| 9 | Loss of one limb below the hip and above the ankle |
| 10 | Loss of hearing in both ears |
| 11 | Loss of hearing in one ear |
| 12 | Loss of speech |
| 13 | Loss of genitalia below the waist (male and female) |
| 14 | Loss of entire back or spine (vertebral column) with no injury to the spinal cord |
| 15 | Loss of four fingers |
| 16 | Loss of the entire Shoulder |
| 17 | Loss of entire hip |
| 19 | Loss of Thumb – Loss of both joints |
| 20 | Loss of Thumb – Loss of one joint |
| 21 | Loss of a finger – three joints |
| 22 | Loss of a finger – two joints |
| 23 | Loss of a finger – one joint |
| 24 | Loss of all toes – one foot |
| 25 | Loss of big toe – both joints |
| 26 | Loss of big toe – one joint |
| 27 | Loss of toe other than big toe – each toe |
| 28 | Permanent fracture of a leg or kneecap with established non-union (permanent failure of healing) |
| 29 | Loss following the medical diagnosis of non-freezing cold injury |
| 30 | Permanent Disability not otherwise listed |
| 31 | Death by accident of insured person, their spouse, partner or child over 16 years of age |
| 32 | Death by accident of the insured person, spouse’s or partner’s child aged under 16 regardless of number of units bought |
| 33 | **Burns which cover:** |
|  | 35% or more of the body surface |
|  | 27% or more but less than 35% of the body surface |
|  | 18% or more but less than 27% of the body surface |
|  | 9% or more but less than 18% of the body surface |
|  | 4.5% or more but less than 9% of the body surface |
|  | Maximum payable for any one accident for all burns (per unit) |
| 34 | **Fractures or fractures to:** |
|  | The vertebral body of the spine (except coccyx) |
|  | The pelvis |
|  | The ankle or one or more bones of the leg (tibia, femur, patella and fibula) |
|  | The wrist or one or more bones of the arm (humorous, radius and ulna) |
|  | The skull (excluding nose and teeth) |
|  | The breast bone (sternum and manubrium) |
|  | The shoulder blade or collar bone (scapula and clavicle) |
|  | The rib cage |
|  | The bones of the hand or foot (one or more) |
|  | Any bone not specified above |
|  | Maximum payable for any one accident for all fractures (per unit) |
| 35 | Hospitalisation payable from the 6th consecutive night as an inpatient in a hospital, up to 365 nights |
| 36 | **Flesh Wounds:** |
|  | One or more flesh wounds to the cover holder or member |
|  | Wounds to the face resulting in permanent scarring that is either centimetres in length or centimetres in square area: |
|  | Over 5cm but less than 10cm |
|  | 10cm but less than 20cms |
|  | 20cms or more |
|  | Maximum payable for any one accident for all flesh wounds or scarring to the face (per unit) |
| 37 | Any other injury not specified above |
| 38 | Level of Benefit cover for: |
|  | Legal Protection |
|  | Personal Liability |
|  |  |
| 39 | Effects of traumatic psychological injury (PTSD) |
| 40 | Effects of traumatic brain injury |
| 41 | Ligaments, tendons and dislocations |
|  |  |
|  | **Rupture of tendon requiring surgical intervention** |
|  | Hamstrings |
|  | Quadriceps |
|  | Achilles |
|  | Bicep |
|  |  |
|  |  |
|  | **Ligaments** |
|  | The complete tear of a ligament to the knee or ankle joints confirmed by radiological imaging |
|  |  |
|  | **Dislocations** |
|  | Displacement of the bones at a joint, which requires the restoration by a doctor |
|  | Spine or hip dislocation |
|  | Patella, knee, ankle, shoulder or elbow dislocation |
|  | Fingers, thumbs and toes |
|  | Joints |
|  |  |

**Annex C**

**PROVISION OF MANAGEMENT INFORMATION**

**PROGRESS REPORTS AND MEETINGS**

1. The Contractor shall provide statistical and other management information to the Authority, to enable them to monitor performance and delivery. This shall form part of regular Scheme reviews (Item 1 and Item 2) between the Contractor and the Authority, and shall ensure a high level of transparency and accountability.

2. The Contractor shall be required to attend the Authority's review meetings at its own expense. Review meetings will be held quarterly or as otherwise agreed by the Contractor and the Authority’s Designated Officer. The Contractor shall be responsible for providing the minutes of any meetings held between them and the Authority.

3. The Contractor shall provide the relevant statistical and management information to the Authority’s Designated Officer at least ten (10) working days prior to the date of Review meetings in a format agreed by MOD.

4. Review meeting statistical and management information reports to include the details below and any other information that may be requested by the Authority:

Premiums paid

Membership

* Current
* New
* Cancelled

Claims

* By Service
* Number of claims unresolved after more than 12 months from submission
* Date of submission of oldest claim
* Average clearance times

Claims cause (by type of injury)

* By Service

Claims declined

Legal Expenses claims

Amount in Stability Fund

Complaints

Marketing Activity

**Annex D**

**Summary of quarterly and annual claims and value totals 2021-2022, premiums and loss ratios**

**Quarter 1 February – 30 April 2022 and annual totals for Personal Accident Insurance**

Of the claims notified by individuals, the numbers are as follows

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Qtr 1 Feb to 30 Apr 22** | **Prev. Qtr** | **Yr 1 May 21 to 30 Apr 22** | **Prev Year** |
| **Total Number of Claims** | **156** | **117** | **560** | **404** |

The value of quarter 1 claims compared to annual totals is below:

|  |  |
| --- | --- |
| **Qtr 1 Feb to 30 Apr 22**  **Total Value of Claims paid vs reserved** | **667,749**  (367,613) |
| **Annual Totals 2021 vs 2022** | **2,355,518**  (2,528,841) |

  Loss ratios

The loss ratio of premium net of Insurance Premium Tax (IPT) received vs claims notified (paid and reserved) during the quarter above is **30.86% (prev qtr 16.86%).**

**Annual  26.86%  (prev year 29.27%)**

**Optional Life and Critical Illness claims**

Annual value of claims, premiums, and loss ratio

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Quarter** | **Life & CI premium** | **Claims paid £** | | | **Claims reserved £** | | | **Loss ratio** |
|  |  | **Army** | **Navy** | **RAF** | **Army** | **Navy** | **RAF** |  |
| May – Jul 21 | 666,256 | 69,000 | 20,000 | 0 | 0 | 0 | 0 | 13% |
| Aug -Oct 21 | 655,676 | 330,000 | 40,000 | 16,000 | 0 | 0 | 0 | 59% |
| Nov 21-Jan 22 | 645,699 | 132,000 | 0 | 0 | 0 | 0 | 0 | 20% |
| **Feb – Apr 22** | **637,306** | **256,000** | **0** | **0** | **40,000** | **0** | **0** | **46%** |
| **Total** | **2,604,937** | **787,000** | **60,000** | **16,000** | **40,000** | **0** | **0** | **35%** |

**Life Insurance total policies and Premiums**

|  |  |  |
| --- | --- | --- |
|  | **Total monthly premium on risk** | **Total policies on risk** |
| Qtr Feb – Apr 21 inc | £15,234 | 630 |
| Qtr May – Jul 21 inc | £18,087 | 758 |
| Qtr Aug – Oct 21 inc | £17,147 | 709 |
| Qtr Nov 21 – Jan 22 inc | £18,034 | 754 |
| **Qtr Feb – Apr 22 inc** | **£19,893.00** | **827** |

There were no covered claims in the period above.

# 

# Schedule Two – Pricing Schedule

Item 1 – Personal Accident Insurance

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  | Year 1 per Unit (£) | Year 2\* per Unit (£) | Year 3\* per Unit (£) | Year 4\* per Unit (£) | Year 5\* per Unit (£) |
| Item No | Description |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 1 | Personal Accident - Individual Cover |  |  |  |  |  |
|  | {Please detail any optional enhancement or top up payments for War Risks or CBRN if not included in cost per unit} |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 2 | Personal Accident - Family Cover |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 3 | Optional Critical Illness Cover |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 4 | Optional Life Cover |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 5 | Optional Legal Liability Cover |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 6 | % of Premiums to be taken to cover Administration Costs |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 7 | % of Premiums agreed with Insurer to Broker Commission |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 8 | Any additional management fees or costs to be included |  | | | | |
|  |  |  |  |  |  |  |
| **Please confirm your variation formula index or actual percent increase for years 6 and 7 compared to year 5 prices here.** | |  | | | | |
| **Any set up costs are to be incorporated within the premiums quoted** | |  |  |  |  |  |

**Note 1:** The Authority understands that at this Bidding stage the price provided can only be estimates, however these must be quoted as maximum estimates and in eventuality these prices will be amended to reflect actual cost.

Item 2 – Life Insurance

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | Year 1 Monthly Premium Price for £100,000 for a non-Smoker | Year 1 Monthly Premium Price for £100,000 for a Smoker | Year 1 Monthly Premium Price for £200,000 for a non-Smoker | Year 1 Monthly Premium Price for £200,000 for a Smoker | Year 2 Monthly Premium Price for £100,000 for a non-Smoker | Year 2 Monthly Premium Price for £100,000 for a Smoker | Year 2 Monthly Premium Price for £200,000 for a non-Smoker | Year 2 Monthly Premium Price for £200,000 for a Smoker |
| Item No | Description |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.1 | Life Insurance - Individual Cover - 5 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.2 | Life Insurance - Individual Cover - 10 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.3 | Life Insurance - Individual Cover - 15 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.4 | Life Insurance - Individual Cover - 20 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.5 | Life Insurance - Individual Cover - 25 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.6 | Life Insurance - Family Cover - 5 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.7 | Life Insurance - Family Cover - 10 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.8 | Life Insurance - Family Cover - 15 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.9 | Life Insurance - Family Cover - 20 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 2 | Life Insurance - Family Cover - 25 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 3 | % of Premiums to be taken to cover Administration Costs |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 4 | % of Premiums agreed with Insurer to cover Broker Commission |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 5 | Any additional management fees or costs |  | | | | | | | |
|  |  |  |  |  |  |  |  |  |  |
|  |  | Year 3 Monthly Premium Price for £100,000 for a non-Smoker | Year 3 Monthly Premium Price for £100,000 for a Smoker | Year 3 Monthly Premium Price for £200,000 for a non-Smoker | Year 3 Monthly Premium Price for £200,000 for a Smoker | Year 4 Monthly Premium Price for £100,000 for a non-Smoker | Year 4 Monthly Premium Price for £100,000 for a Smoker | Year 4 Monthly Premium Price for £200,000 for a non-Smoker | Year 4 Monthly Premium Price for £200,000 for a Smoker |
| Item No | Description |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.1 | Life Insurance - Individual Cover - 5 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.2 | Life Insurance - Individual Cover - 10 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.3 | Life Insurance - Individual Cover - 15 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.4 | Life Insurance - Individual Cover - 20 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.5 | Life Insurance - Individual Cover - 25 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.6 | Life Insurance - Family Cover - 5 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.7 | Life Insurance - Family Cover - 10 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.8 | Life Insurance - Family Cover - 15 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1.9 | Life Insurance - Family Cover - 20 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 2 | Life Insurance - Family Cover - 25 year term |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 3 | % of Premiums to be taken to cover Administration Costs |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 4 | % of Premiums agreed with Insurer to cover Broker Commission |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 5 | Any additional management fees or costs |  | | | | | | | |
|  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  | | Year 5 Monthly Premium Price for £100,000 for a non-Smoker | Year 5 Monthly Premium Price for £100,000 for a Smoker | Year 5 Monthly Premium Price for £200,000 for a non-Smoker | Year 5 Monthly Premium Price for £200,000 for a Smoker |
| Item No | Description | |  |  |  |  |
|  |  | |  |  |  |  |
| 1.1 | Life Insurance - Individual Cover - 5 year term | |  |  |  |  |
|  |  | |  |  |  |  |
| 1.2 | Life Insurance - Individual Cover - 10 year term | |  |  |  |  |
|  |  | |  |  |  |  |
| 1.3 | Life Insurance - Individual Cover - 15 year term | |  |  |  |  |
|  |  | |  |  |  |  |
| 1.4 | Life Insurance - Individual Cover - 20 year term | |  |  |  |  |
|  |  | |  |  |  |  |
| 1.5 | Life Insurance - Individual Cover - 25 year term | |  |  |  |  |
|  |  | |  |  |  |  |
| 1.6 | Life Insurance - Family Cover - 5 year term | |  |  |  |  |
|  |  | |  |  |  |  |
| 1.7 | Life Insurance - Family Cover - 10 year term | |  |  |  |  |
|  |  | |  |  |  |  |
| 1.8 | Life Insurance - Family Cover - 15 year term | |  |  |  |  |
|  |  | |  |  |  |  |
| 1.9 | Life Insurance - Family Cover - 20 year term | |  |  |  |  |
|  |  | |  |  |  |  |
| 2 | Life Insurance - Family Cover - 25 year term | |  |  |  |  |
|  |  | |  |  |  |  |
| 3 | % of Premiums to be taken to cover Administration Costs | |  |  |  |  |
|  |  | |  |  |  |  |
| 4 | % of Premiums agreed with Insurer to cover Broker Commission | |  |  |  |  |
|  |  | |  |  |  |  |
| 5 | Any additional management fees or costs | |  | | | |
|  |  | |  |  |  |  |
| **Please confirm your variation formula index or actual percent increase for years 6 and 7 compared to year 5 prices here.** | |  | | | | |

**Note 2:** The Authority understands that at this Bidding stage the price provided can only be estimates, however these must be quoted as maximum estimates and in eventuality these prices will be amended to reflect actual cost.

# 

# Schedule Three - Contract Terms and Conditions

The Contract Terms and Conditions will be as per Crown Commercial Service Framework RM6020.IS3 and these will be repeated in the Contract Award documents. They are available in the link <https://www.crowncommercial.gov.uk/agreements/RM6020> .

Some additional MoD DEFCONS have been added but where there is conflict between those and the Ts&Cs of RM6020.IS3, the latter will take precedence.

## MOD Specific Terms and Conditions

**DEFCON 76**

DEFCON 76 (Edn 11/22) - Contractor's Personnel At Government Establishments

**DEFCON 503**

DEFCON 503 (Edn. 06/22) - Formal Amendments To Contract

**DEFCON 513**

DEFCON 513 (Edn. 04/22) - VAT and other Taxes

**DEFCON 514**

DEFCON 514 (Edn. 08/15) - Material Breach

**DEFCON 515**

DEFCON 515 (Edn. 06/21) - Bankruptcy and Insolvency

**DEFCON 516**

DEFCON 516 (Edn. 04/12) - Equality

**DEFCON 518**

DEFCON 518 (Edn. 02/17) - Transfer

**DEFCON 520**

DEFCON 520 (Edn. 08/21) - Corrupt Gifts and Payments of Commission

**DEFCON 522**

DEFCON 522 (Edn. 11/21) - Payment and Recovery of Sums Due

**DEFCON 524**

DEFCON 524 (Edn. 12/21) - Rejection

**DEFCON 526**

DEFCON 526 (Edn. 08/02) - Notices

**DEFCON 527**

DEFCON 527 (Edn. 09/97) - Waiver

**DEFCON 528**

DEFCON 528 (Edn. 07/21) - Import and Export Licences

**DEFCON 529**

DEFCON 529 (Edn. 09/97) - Law (English)

**DEFCON 530**

DEFCON 530 (Edn. 12/14) - Dispute Resolution (English Law)

**DEFCON 531**

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

**DEFCON 532A**

DEFCON 532A (Edn. 05/22) Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

**DEFCON 532B**

DEFCON 532B (Edn. 12/22) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

**DEFCON 534**

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

**DEFCON 537**

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

**DEFCON 538**

DEFCON 538 (Edn. 06/02) - Severability

**DEFCON 539**

DEFCON 539 (Edn. 01/22) - Transparency

**DEFCON 550**

DEFCON 550 (Edn. 02/14) - Child Labour and Employment Law

**DEFCON 566**

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

**DEFCON 604**

DEFCON 604 (Edn. 06/14) - Progress Reports

**DEFCON 608**

DEFCON 608 (Edn. 07/21) - Access and Facilities to be Provided by the Contractor

**DEFCON 609**

DEFCON 609 (Edn. 07/21) - Contractor's Records

**DEFCON 620**

DEFCON 620 (Edn. 06/22) - Contract Change Control Procedure

**DEFCON 630**

DEFCON 630 (Edn. 02/18) - Framework Agreements

**DEFCON 632**

DEFCON 632 (Edn. 11/21) - Third Party Intellectual Property - Rights and Restrictions

**DEFCON 647**

DEFCON 647 (Edn. 05/21) - Financial Management Information

**DEFCON 658**

DEFCON 658 (EDN. 10/22) - Cyber

**Cyber Risk Profile - Low**

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

**DEFCON 660**

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

**DEFCON 671**

DEFCON 671 (Edn 10/22) - Plastic Packaging Tax

**DEFCON 687B**

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

**DEFCON 703**

DEFCON 703 (Edn. 06/21) - Intellectual Property Rights – Vesting In The Authority

## RM6020 Call Off Schedules

|  |  |
| --- | --- |
| **Document Title** | **What it is?** |
| Call-Off Schedule 1 (Transparency Reports) | The information about the Contract the buyer needs from the Supplier so that it can meet its public accountability and transparency requirements |
| Call-Off Schedule 2 (Staff Transfer) (see note below) | How CCS, the Buyer or the Supplier protect employees rights when the organisation or service they work for transfers to a new employer |
| Call-Off Schedule 3 (Continuous Improvement) | The requirement that the Supplier always improves how it delivers the Contract |
| Call-Off Schedule 4 (Call-Off Tender) | How the Supplier proposes to meet the requirements of a Contract |
| Call-Off Schedule 5 (Pricing Details) | Placeholder for pricing information additional to that contained in the Order Form |
| Call-Off Schedule 7 (Key Supplier Staff) | Restrictions on a Supplier changing staff that are crucial to deliver the Contract |
| Call-Off Schedule 8 (Business Continuity and Disaster Recovery) | What the Supplier must do to make sure the Contract can still be delivered even if there’s an unexpected event |
| Call-Off Schedule 9 (Security)  (see note below) | What the Supplier must do to ensure that Buyer data and Deliverables are kept secure. |
| Call-Off Schedule 10 (Exit Management) | What the Supplier needs to do at the end of a Contract to help the Buyer continue to deliver public services |
| Call-Off Schedule 11 (Installation Works) | What the Supplier needs to do when installing items for the Buyer |
| Call-Off Schedule 12 (Clustering) | Enables multiple Buyers to join together to procure Deliverables more efficiently |
| Call-Off Schedule 13 (Implementation Plan and Testing) | The agreed plan for when the Deliverables will be delivered and tested to ensure they meet the requirements |
| Call-Off Schedule 14 (Service Levels) | The standards of service required by the buyer and what happens when these are not met |
| Call-Off Schedule 15 (Contract Management) | How the Supplier and the Buyer should work together on the Contract |
| Call-Off Schedule 16 (Benchmarking) | A process for comparing the value of the Supplier against other providers in the market |
| Call-Off Schedule 17 (MOD Terms) | Any additional terms required by MOD Buyers |
| Call-Off Schedule 20 (Call-Off Specification) | Further details about what has been ordered under a contract |
| Call-Off Schedule 22 (Lease Terms) | This schedule is for buyers who wish to lease equipment via our agreements |

In Reference to the Call-Off Schedule 9 (Security), the Part B: Long Form Security Requirements is applicable. A Security Plan is required within 20 days of the contract award.

TUPE will be applied according to the Call-Off Schedule 2 - Staff Transfer. The following parts of this Schedule shall apply to this Call Off Contract:

• Part B (Staff Transfer At Start Date – Transfer From Former Supplier)

• Part C (No Staff Transfer On Start Date)

• Part E (Staff Transfer on Exit)

## RM6020 Joint Schedules

These will be called up and completed as and when required.

|  |  |
| --- | --- |
| **Document Title** | **What it is?** |
| Joint Schedule 1 (Definitions) | What the capitalised terms in the documents mean and how to interpret the contract |
| Joint Schedule 2 (Variation Form) | How the supplier, CCS and the Buyer can make a change to an existing contract |
| Joint Schedule 3 (Insurance Requirements) | The insurance a Supplier needs in case it breaches a Contract or is negligent |
| Joint Schedule 4 (Commercially Sensitive Information) | The only information about the Supplier that can’t be disclosed or reported to the public, subject to Clause 16 |
| Joint Schedule 5 (Corporate Social Responsibility) | Agreement that the Supplier behaves as a good corporate citizen |
| Joint Schedule 6 (Key Subcontractors) | Restrictions on a Supplier switching the subcontractors working on the Contract |
| Joint Schedule 7 (Financial Difficulties) | What suppliers must do if they are in financial trouble |
| Joint Schedule 8 (Guarantee) | The document signed by a third party to provide additional assurance that the Supplier will meet their obligations under the Contract |
| Joint Schedule 9 (Minimum Standards of Reliability) | Restriction on the Buyer entering into Contracts if it does not meet the standards required in the OJEU contract notice |
| Joint Schedule 10 (Rectification Plan) | The process to follow if a supplier defaults a contract |
| Joint Schedule 11 (Processing Data) | Details about the data processing the supplier is allowed to do |
| Joint Schedule 12 (Supply Chain Visibility) | Details regarding sub-contractors |

**Obsolescence Management - Narrative 21**

Not applicable.

## 

# Schedule Four - DEFFORM 532

|  |  |
| --- | --- |
| **Personal Data Particulars** | **DEFFORM 532**  Edn 10/19 |

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

|  |  |
| --- | --- |
| **Data Controller** | The Data Controller is the Secretary of State for Defence (the Authority).  The Personal Data will be provided by:  *Policyholders* |
| **Data Processor** | The Data Processor is the Contractor.  The Personal Data will be processed by:  The broker, the insurers and any subcontractors. |
| **Data Subjects** | The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:  *Staff including members of the special forces.* |
| **Categories of Data** | The Personal Data to be processed under the Contract concern the following categories of data:  *Name, address, telephone number, medical data* |
| **Special Categories of data (if appropriate)** | The Personal Data to be processed under the Contract concern the following Special Categories of data:  *None* |
| **Subject matter of the processing** | The processing activities to be performed under the contract are as follows:  *Payment of Direct Debit, processing and assessment of personal accident and life insurance claims, and payment of claims.* |
| **Nature and the purposes of the Processing** | The Personal Data to be processed under the Contract will be processed as follows: *[please specify]*  *The data will be collected, recorded, stored, and retrieved, as well as used transmitted and made available for the purposes of payment of premiums; assessment and consideration of insurance claims and payment of said claims. Data may then be erased and destroyed once it is no longer required for these purposes. Data may also be retained for regulatory purposes.* |
| **Technical and organisational measures** | The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: *[please specify]*  *Measures to ensure the confidentiality, integrity, availability and resilience of systems and services; measures to encrypt personal data.* |
| **Instructions for disposal of Personal Data** | The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): *[please specify]*  *Data will be securely destroyed when the policyholder’s relationship with the contractor ceases or beyond that where the contractor requires this to comply with all applicable laws and privacy legislation to which they are subject.* |
| **Date from which Personal Data is to be processed** | Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: *[please specify if applicable]*  *Not applicable* |

The capitalised terms used in this form shall have the same meanings as in the General Data Pro

# Schedule Five - DEFFORM 539A

Edn 01/22

**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: |

# Schedule Six - DEFFORM 111

**DEFFORM 111**

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

Name: Flavia Fanchin Moedinger

Address: Main Building, Whitehall, London SW1A 2HB

Email: flaviafanchin.moedinger100@mod.gov.uk        (( 03001 58 5676

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

Name: Sereine Bara

Address Main Building, Whitehall, London SW1A 2HB

Email: sereine.bara100@mod.gov.uk                (( 07866191605

**3. Packaging Design Authority** Organisation & point of contact:

Not applicable

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

(( Not applicable

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

**Branch/Name:** Not applicable

((

**(b) U.I.N.**

**5. Drawings/Specifications are available from** Not applicable

**6.** **Intentionally Blank**

**7.** **Quality Assurance Representative:** Sereine Bara

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

8. **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].

**9. Consignment Instructions** The items are to be consigned as follows: Not applicable

**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

[www.freightcollection.com](http://www.freightcollection.com/)

**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](#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 Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](file:///C:\u07\appmprod\log\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

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.