



**Specialist EOD&S, Exploitation and Countermeasures (SEEC) Team**

**Contract No: 703169452**

**For: Project PIXAR2 – Military Working Dogs (MWD)**

<p>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</p> <p><b>Team Name and address:</b></p> <p>Specialist EOD&amp;S, Exploitation and Countermeasures (SEEC) Rowan 1c #8207, MoD Abbey Wood, BRISTOL, BS34 8JH</p> <p><b>E-mail Address:</b> REDACTED</p> <p><b>Telephone Number:</b> REDACTED</p> <p><b>Facsimile Number:</b> N/A</p>	<p>And</p> <p><b>Contractor Name and address:</b></p> <p>SALAKA Limited A.C.T. Offshore LTD, Oliaji Trade Centre 1st Floor, Victori Mahe Seychelles</p> <p><b>E-mail Address:</b> <a href="mailto:info@salaka.co">info@salaka.co</a></p> <p><b>Telephone Number:</b> +255784632525 &amp; 07879 730 899</p> <p><b>Facsimile Number:</b> N/A</p>
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## Standardised Contracting Terms

SC1B

(Edn10/22)

### 1 Definitions - In the Contract:

**Articles** means, in relation to Clause 9 and Schedule 3 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Sensitive Information** means the information listed as such in Schedule 4 , being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

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

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

## 2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
  - (1) the terms and conditions;
  - (2) the schedules; and
  - (3) the documents expressly referred to in the agreement.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

### **3 Application of Conditions**

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

### **4 Disclosure of Information**

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

### **5 Transparency**

- a. Notwithstanding an other condition of this Contract, including 531 (SC1) ,the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:
  - (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR , for the avoidance of doubt, including the Sensitive Information.
  - (2) taking into account the Sensitive Information set out in Schedule 4, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
  - (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

## 6 Notices

- a. A Notice served under the Contract shall be:
  - (1) in writing in the English Language;
  - (2) authenticated by signature or such other method as may be agreed between the Parties;
  - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
  - (4) marked with the number of the Contract; and
  - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.
- b. Notices shall be deemed to have been received:
  - (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
  - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
  - (3) if sent by facsimile or electronic means:
    - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
    - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## 7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

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

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

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of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):

- (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
  - (2) DEFCON 90 - including copyright material supplied under clause 5;
  - (3) DEFCON 91 - limitations of Deliverable Software under clause 3b;
- e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.
- f. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

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

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

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

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
  - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain hazardous Substances, Mixtures or Articles; and
  - (2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
  - (3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
  - (4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article

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- including, as a minimum, the name of that Substance.
- c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:
- (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in Schedule 3; and
  - (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
- (1) activity; and
  - (2) the substance and form (including any isotope).
- f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 18.
- h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## **10 Delivery / Collection**

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## **11 Marking of Contractor Deliverables**

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock

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reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.

- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
  - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
  - (2) the International Maritime Dangerous Goods (IMDG) Code;
  - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
  - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

## **13 Plastic Packaging Tax**

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

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has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:

- (1) confirmation of the tax status of any Plastic Packaging Component;
  - (2) documents to confirm that PPT has been properly accounted for;
  - (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
  - (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
- g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 13.f above is accurate.
- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

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

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

## **15 Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 15a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 15b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 15c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

## 16 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

## 17 Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
  - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
  - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
  - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:
  - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
  - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
    - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
    - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 17.a.the Authority shall be entitled

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to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## 18 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

## 19 Insolvency

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

## 20 Limitation of Contractor's Liability

- a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
  - (1) for:
    - a. any liquidated damages (to the extent expressly provided for under this Contract);
    - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
    - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
    - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
  - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
  - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
  - (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
  - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
  - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
  - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

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## **21 Project specific DEFCONs and DEFCON SC variants that apply to this Contract**

### **DEFCON 113**

DEFCON 113 (Edn. 02/17) - Diversion Orders

### **DEFCON 127**

DEFCON 127 (Edn. 08/21) - Price Fixing Condition for Contracts of Lesser Value

### **DEFCON 503 (SC1)**

DEFCON 503 (SC1) (Edn. 06/22) - Formal Amendments To Contract

### **DEFCON 531 (SC1)**

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

### **DEFCON 532A**

DEFCON 532A (Edn. 05/21) -Protection Of Personal Data (Where Personal Data is not 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 566**

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

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## **DEFCON 608**

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

## **DEFCON 609 (SC1)**

DEFCON 609 (SC1) (Edn. 08/18) - Contractor's Records

## **DEFCON 624 (SC1)**

DEFCON 624 (SC1) (Edn. 12/16) - Use of Asbestos

## **DEFCON 630 (SC1)**

DEFCON 630 (SC1) (Edn. 12/16) - Framework Agreements

## **DEFCON 643 (SC1)**

DEFCON 643 (SC1) (Edn. 12/21) - Price Fixing (Non-qualifying contracts)

## **DEFCON 646**

DEFCON 646 (Edn. 10/98) - Law and Jurisdiction (Foreign Suppliers)

## **DEFCON 654**

DEFCON 654 (Edn. 10/98) - Government Reciprocal Audit Arrangements

## **DEFCON 658 (SC1)**

DEFCON 658 (SC1) (Edn.10/22) – Cyber

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

## **DEFCON 660**

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

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## **DEFCON 524A (SC1)**

DEFCON 524A (SC1) (Edn. 08/20) – Counterfeit Materiel

## **DEFCON 532A (SC1)**

DEFCON 532A (SC1) (Edn. 05/21) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

## The special processes that apply to this contract are

### 22 Tasking Process

- a. All requirements of the Schedule of Requirements (Schedule 2) shall be on a tasking basis and shall be authorised by means of a Task Authorisation Form (TAF) at Annex C to the Contract. The instructions to raise a TAF are as follows:
  - i. The Authority shall provide each Contractor, included within the framework, a TAF when new CPAD L2(s) /MGS(s) are required. Part 1 of the TAF shall specify the number of CPAD L2(s) /MGS(s) required, location, and approximate time and date where any available CPAD L2(s) /MGS(s) shall be assessed by the Authority. Part 1 of the TAF shall be signed by the Authority's Project Manager and Authority's Commercial Manager as detailed in DEFFORM 111.
  - iii. The maximum timeframe from the date the TAF is completed to the CPAD L2(s) being required shall be 24 (twenty-four) weeks. The maximum timeframe from the date the TAF is completed to the MGS(s) being required shall be 8 (eight) weeks. The relevant timescales will be stated on each TAF. Should an urgent requirement be raised, the Authority reserves the right to reduce the delivery timeframe. The Contractors shall complete and sign Part 2 of the TAF, providing the Authority with an approximate number of potential CPAD L2(s) /MGS(s) that will be available in the timelines required (see paragraph ii, above). The Contractor will also confirm the price as per the agreed prices in the Schedule of Requirements (SOR - Schedule 2). Contractors may offer a lower value than the prices agreed in the SOR, but the prices shall not exceed the Firm prices agreed in the SOR.
  - iv. Upon receipt of the Contractors' proposal the Authority shall conduct a paper evaluation. Arrangements shall be made with Contractors for an Initial assessment.
  - v. Initial assessments shall last no longer than 5 (five) calendar days. The Contractor shall be responsible for any costs associated with bringing the potential CPAD L2(s) /MGS(s) to the agreed location. For each potential CPAD L2 /MGS(s) being assessed the documents outlined in the Statement of Work with proof of inoculation suitable for travelling to the UK (if applicable) shall be available. If the Contractor has no available potential CPAD L2(s) /MGS(s) or if the Authority reject all their available potential CPAD L2(s) /MGS(s) they shall assess potential CPAD L2(s) /MGS(s) from other Contractor's on the framework in accordance with the priority list.
  - vi. Should a CPAD L2(s) /MGS(s) be accepted, all Contractors with available CPAD L2(s) /MGS(s) shall be notified, with no other Contractor's being visited to assess their available potential CPAD L2(s) /MGS(s) for the relevant TAF requirement.
  - vii. Upon completion of the assessment the Authority will contract with the successful contractor by signing the Part 3 of the TAF. Payment shall be made in accordance with the TAF.

### **23 Exercise of Options**

- a. The Contractor, in consideration of award of the Contract, hereby grants to the Authority the irrevocable options detailed at Lines 3 to 6 of the Schedule of requirements (Schedule 2) in accordance with the terms and conditions set out in this Contract.
- b. The Authority shall be under no obligation to exercise the options at Lines 3 to 6 of the Schedule of Requirements (Schedule 2). The Authority shall not be liable for any advance commitment that the Contractor may enter into in pursuance of the options referred to.

### **24 Payment Terms**

Once the Authority has confirmed by way of a signed TAF that the requirements have been met, the Authority will issue the Contractor with a Purchase Order (PO) number. The Contractor can then submit their invoice via CP&F for authorisation.

All payment of invoices will be authorised by the Authority's Project Manager once they are satisfied that all requirements have been met in accordance with the Contract.

Payment shall only be made on completion and acceptance by the Authority or by a stage payment plan as agreed within a Tasking Form.

## General Conditions

### 25. Third Party IPR Authorisation

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

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

### 26. Intellectual Property Rights

#### DEFCON 90

DEFCON 90 (Edn 06/21) – Copyright

### 27. Quality Assurance Conditions

No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract.

No deliverable Quality Plan is required reference DEFCON 602B (Edn. 12/06)

Where GQA is performed against this contract it will be in accordance with AQAP 2070 Edition B Version 4.

**Offer and Acceptance**

**Offer and Acceptance**

**703169452 - Procurement of Military Working Dogs (REDACTED)**

This Contract shall come into effect on the date of signature by both parties.

**For and on behalf of the Contractor:**

Name and Title	
Signature	
Date	

**For and on behalf of the Secretary of State for Defence:**

Name and Title	
Signature	
Date	

**SC1B Schedules**

**Schedule 1 - Additional Definitions of Contract**

N/A

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Schedule 2 - Schedule of Requirements

<b>Contractor Deliverables</b>								
<b>Item Number</b>	<b>MOD Stock Reference No.</b>	<b>Part No. (where applicable)</b>	<b>Specification</b>	<b>Consignee Address Code (full address is detailed in DEFFORM 96)</b>	<b>Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)</b>	<b>Delivery Date</b>	<b>Total Qty</b>	<b>Firm Price (£) Ex VAT</b>
								<b>Per Item (£GBP)</b>
1			Provision of CPAD L2 for the period 01/07/23-31/06/24. In accordance with Annex A to the Contract.	As detailed in each individual TAF	None	As detailed in each individual TAF	Each	REDACTED
2			Provision of MGS for the period 01/07/23-31/06/24. In accordance with Annex B to the Contract.	As detailed in each individual TAF	None	As detailed in each individual TAF	Each	REDACTED
3			<b>OPTION</b> - Provision of CPAD L2 for the period 01/07/24-31/06/25. In accordance with Annex A to the Contract.	As detailed in each individual TAF	None	As detailed in each individual TAF	Each	REDACTED
4			<b>OPTION</b> - Provision of MGS for the period 01/04/24-31/03/25. In	As detailed in each	None	As detailed in each	Each	REDACTED

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			accordance with Annex B to the Contract.	individual TAF		individual TAF		
5			<b>OPTION</b> - Provision of CPAD L2 for the period 01/04/25-31/03/26. In accordance with Annex A to the Contract.	As detailed in each individual TAF	None	As detailed in each individual TAF	Each	REDACTED
6			<b>OPTION</b> - Provision of MGS for the period 01/04/25-31/03/26. In accordance with Annex B to the Contract.	As detailed in each individual TAF	None	As detailed in each individual TAF	Each	REDACTED
							<b>Total Firm Price</b> (FOR ONE OF EACH)	REDACTED

**Schedule 3 - Contract Data Sheet**

<p><b>Contract Period</b></p>	<p>The Contract expiry date shall be: 31/06/2024</p> <p>Option Years:</p> <p>1<sup>st</sup> - 01/07/2024 – 31/06/2025</p> <p>2<sup>nd</sup> - 01/07/2025 – 31/06/2026</p>
<p><b>Clause 6 – Notices</b></p>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: <b>REDACTED</b> (see DEFFORM 111)</p>
<p><b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b></p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>No</p> <p><b>Other Quality Assurance Requirements:</b></p> <p>N/A</p>
<p><b>Clause 9 – Supply of Data for Hazardous Substance, Articles and Materials in Contractor Materials</b></p>	<p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement), and if applicable, UK REACH Article 31 compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor’s statutory duties under Clauses 9.b, and</p>

	<p>any information arising from the provisions of Clause 9 are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>The Authority's Representative (Commercial)</p> <p>by the following date: Returned with ITT</p> <p>So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format.</p> <p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information System (HSIS)</p> <p>Spruce 2C, #1260</p> <p>MOD Abbey Wood (South)</p> <p>Bristol, BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p>DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk</p>
<p><b>Clause 10 – Delivery/Collection</b></p>	<p>Contract Deliverables are to be delivered by the Contractor to the Authority in accordance with the instructions set out in each TAF. All deliveries shall be made in the UK Delivered Duty Paid.</p>
<p><b>Clause 12 – Packaging and Labelling of Contractor</b></p>	<p>As set out in the Statement of Work</p>

<b>Deliverables</b>	
<b>Clause 14 – Progress Meetings</b>	None.  If meetings are required they shall be contracted through a TAF.
<b>Clause 14 – Progress Reports</b>	None  If reports are required they shall be contracted through TAF.

**Schedule 4 - Contractor's Sensitive Information Form (i.a.w. Clause 5)**

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 publication of any information.

Contract No: 703169452
<p>Description of Contractor's Sensitive Information:</p> <p>SALAKA will include in this Tender for contract 703169452 only two sets of commercially sensitive information. One is the <b>pricing</b> given for the required standards of CPAD L2s And MGSs which we would prefer not to be shared and the other is the <b>list of individuals</b> working with SALAKA in Europe and the Uk. This list of names, again we would prefer not to be shared.</p>
<p>Cross Reference(s) to location of Sensitive Information:</p> <p>The pricing information is in the DEFORM 47 and on priced version of the tender documents and the information regarding the names of individuals we work with is in the technical assessment section under project planning in both the documents referring to CPAD L2s and MGSs.</p>
<p>Explanation of Sensitivity:</p> <p>The sensitivity of the pricing is simply to prevent companies competing with us from knowing the prices we are stating in our tender. The sensitivity of the list of individuals we work with is to do with us not wanting companies competing with us having easy access to our network of dog people.</p>
<p>Details of potential harm resulting from disclosure:</p> <p>The potential harm if information is disclosed is that our competition will be able to compete unfairly on price, as they would know what we are tendering and be in a position to undercut them. If the competition had open access to the details of the individuals that we use to meet the contract requirement there is the possibility that they could contact them directly and attempt to poach them. It is not likely but for enough money it is a possibility</p>
<p>Period of Confidence (if applicable):      Duration of contract.</p>

Contact Details for Transparency / Freedom of Information matters:  
 Name: **REDACTED**  
 Position: Director  
 Address: Oliaji Trade centre, 1<sup>st</sup> Floor, Victoria, Grand Anse , Seychelles  
 Telephone Number: 07879730899  
 Email Address: info@salaka.co

**Schedule 5 - Notification of IPR restrictions (IAW Clause 7)**

**DEFFORM 711**

DEFFORM 711 (Edn 11/22)

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

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

1, ITT/Contract Number  703169452		Procurement of Military Working dogs ( <b>REDACTED</b> )		
2. ID#	3. Unique Technical Data Reference Number / Label	4. Unique Article(s) Identification Number / Label	5. Statement Describing IPR Restriction	6. Ownership of the Intellectual Property Rights
1	CPAD L2		NONE	NONE
2	MGS		NONE	NONE
3				

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Contract 703169452

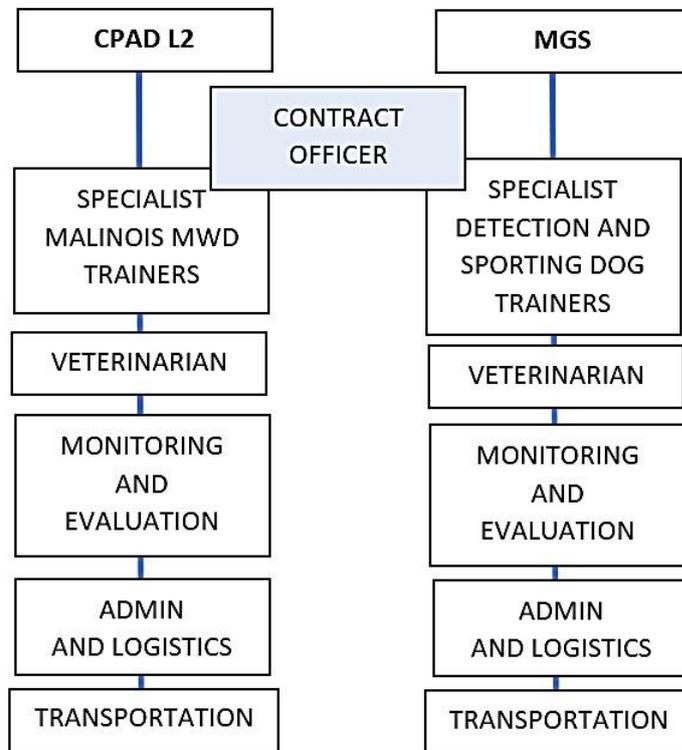
Please continue on additional sheets where necessary

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

**SALAKA PBS**

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The PBS shows the breakdown of the key individuals and processes involved in supplying the deliverable of contract 703169452 PIXAR2 for the Procurement of Military working dogs .



**Completion Notes**

**Part A**

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

For example, any of the following must be disclosed:

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

Block 1	Enter the associated Invitation to Tender (ITT) or Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a Contractor’s document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.
Block 4	Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil

	<p>entry.                  NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.</p>
<p>Block 5</p>	<p>This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.</p>
<p>Block 6</p>	<p>Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.</p>

**Part B**

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

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

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

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

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

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

- e) (FEX) Foreign Export Controlled

**Notes:**

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

number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

Example PBS

The DEFFORM 711 on the Commercial Toolkit

[http://aof.uwh.diiif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defforms/word/711\\_0422.doc](http://aof.uwh.diiif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defforms/word/711_0422.doc)

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

## DEFFORM 111

### DEFFORM 111

#### Appendix - Addresses and Other Information

##### 1. Commercial Officer

Name: REDACTED

Address: REDACTED Email: REDACTED ☎☎ REDACTED

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

Name: REDACTED

Address: REDACTED Email: REDACTED ☎☎ REDACTED

##### 3. Packaging Design Authority Organisation & point of contact: N/A (Where no address is shown please contact the Project Team in Box 2)

☎☎

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

Branch/Name:

☎☎

(b) U.I.N. P1010A

##### 5. Drawings/Specifications are available from See Box 2

##### 6. Intentionally Blank

##### 7. Quality Assurance Representative: REDACTED

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: N/A

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

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

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

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

Surface Freight Centre

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

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

**B.JSCS**

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

JSCS Fax No. 01869 256837

[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>

**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](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

**\* NOTE**

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

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

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.

## **Annex A to Contract 703169452**

### **Statement of Work (SoW)**

#### **Supply of Military Working Dogs (MWDs) with Canine Protection and Detection Level 2 capabilities (hereafter known as a CPAD L2).**

##### **Requirement**

1. Supply CPAD L2 dogs in accordance with the Acceptance Criteria detailed in Appendix A.

##### **Ordering Process**

2. The Authority shall provide each Contractor, included within the framework agreement, with a Task Authorisation Form (TAF) when new CPAD L2(s) are required. The TAF shall specify the number of CPAD L2(s) required, location, and approximate date where the CPAD L2(s) shall be assessed by the Authority.
3. The maximum timeframe from the date the TAF is completed to the CPAD L2(s) being available is 24 weeks unless otherwise stated in the TAF.

##### **Assessments**

4. The Authority shall confirm in writing the exact date(s) when the CPADs shall be assessed by an Authorised Representative(s) of the Authority. This assessment period shall be no longer than 5 calendar days and shall be within 5 days of the date quoted in the TAF. The Contractor(s) shall be responsible for all costs associated with bringing the dogs to the location i.e. delivered duty paid.
5. For each CPAD taken for the assessment, the documents outlined in Table 3 of Appendix A and proof of inoculation suitable for travelling to the UK shall be available.

##### **Initial Assessment**

6. The Authorised Representative(s) of the Authority shall assess each dog against those 'serials' shown in the Capability Acceptance Criteria (Appendix A, Table 2) under the 'INITIAL ASSESSMENT' heading.
7. The Authorised Representative(s) of the Authority shall grade each dog against each serial according to the following marking criteria:
  - 0: The Authority has no confidence in the dogs' ability with major and intolerable risks to the Authority identified.
  - 1: The Authority has little confidence in the dogs' ability with risks identified which may be major and/or intolerable to the Authority identified.
  - 2: The Authority has a limited degree of confidence in the dogs' ability with some risks which may be major and/or intolerable identified.
  - 3: The Authority has a good degree of confidence in the dogs' ability with minor risks, but no intolerable risks to the Authority identified (BENCHMARK SCORE).

4: The Authority has a high degree of confidence in the dogs' ability with very few minor risks and no intolerable risks to the Authority identified.

8. All CPAD L2(s) that do not meet the 'benchmark score', in any of the serials, shall automatically be excluded.

9. The Authority shall select CPAD L2(s) it requires (the number of which shall be as detailed in the TAF). Selection shall be based on the highest scoring CPAD L2(s) in the selection criteria above. If there are duplicate highest scores the CPAD L2(s) shall be selected on the lowest price offered.

10. The selected CPAD L2(s) shall be taken by the Authority to a UK Government establishment for a full capability and veterinary assessment, as detailed at Appendix A

#### **Acceptance and Rejection Criteria/Period**

11. Each CPAD L2(s) brought back to the UK Government establishment shall undergo a full capability and veterinary assessment as detailed at Appendix A.

12. Following the full capability and veterinary assessment the Authority shall accept or reject each CPAD L2(s) within a maximum of 40 calendar days (hereafter called the Acceptance Period) from collection of the CPAD. Any rejection notice shall include the reason(s) for rejection. The Authority shall arrange a suitable date/location where at the expense of the Authority the rejected CPAD L2(s) shall be returned to the Contractor.

13. If no CPAD L2(s) are accepted the Authority shall then re-commence the ordering process from point 2. to start the selection process again.

14. Ownership of the CPAD L2(s) shall remain with the Contractor until the Authority confirms acceptance.

15. Responsibility for the safety, security and welfare of the CPAD L2(s) shall transfer to the Authority once the Authorised Representative(s) takes the CPAD L2(s) for transportation to the UK Government establishment.

16. The Authority reserves the right to procure CPAD L2(s) outside of the contract should no CPAD L2(s) which satisfy the Acceptance Criteria (Appendix A) or within the required timeframes be available.

#### **Appendix:**

**A.** Acceptance Criteria (consisting of 3 'Tables')

**Appendix A**  
**To SoW for the supply of CPAD L2**

**Acceptance Criteria****Table 1 - Veterinary Acceptance Criteria**

SERIAL	DESCRIPTION	ACCEPTANCE MEASURE
V.1	The potential CPAD L2 shall be uniquely identified with an International Organisation for Standards (IOS) compliant microchip inserted at the base of the neck above the shoulder blades.	Pass/Fail
V.2	The potential CPAD L2 shall be vaccinated against distemper.	Pass/Fail
V.3	The potential CPAD L2 shall be vaccinated against parainfluenza.	Pass/Fail
V.4	The potential CPAD L2 shall be vaccinated against parvovirus.	Pass/Fail
V.5	The potential CPAD L2 shall be vaccinated against canine hepatitis.	Pass/Fail
V.6	The potential CPAD L2 shall be vaccinated against leptospirosis.	Pass/Fail
V.7	The potential CPAD L2 shall be vaccinated against rabies.	Pass/Fail
V.8	The potential CPAD L2 shall be in excellent health with no acute or chronic disease or condition.	Pass/Fail
V.9	Potential CPAD L2s shall test negative for Heartworm, Babesia, Ehrlichia and Leishmania.	Pass/Fail
V.10	The potential CPAD L2 shall display a gait consistent with the normal spectrum of mobility for the breed during a walk and trot.	Pass/Fail
V.11	The potential CPAD L2's skin and coat must be healthy in appearance, displaying no evidence of chronic dermatitis, allergies, severe or chronic infections.	Pass/Fail
V.12	The potential CPAD L2 shall be free from fleas, ticks, lice, and mange mites.	Pass/Fail

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SERIAL	DESCRIPTION	ACCEPTANCE MEASURE
V.13	The potential CPAD L2 shall be free from allergic skin disease (to include but not limited to atopy, flea allergic dermatitis, food allergy, and contact allergy).	Pass/Fail
V.14	The potential CPAD L2 shall be free from severe or chronic otitis (externa, media, interna).	Pass/Fail
V.15	The potential CPAD L2 shall be free from deep pyoderma.	Pass/Fail
V.16	The potential CPAD L2 shall be free from generalised demodicosis.	Pass/Fail
V.17	The potential CPAD L2 shall be free from immune mediated dermatoses (pemphigus complex, bullous pemphigoid, SLE, DLE).	Pass/Fail
V.18	The potential CPAD L2 shall be free from tumours.	Pass/Fail
V.19	The potential CPAD L2 shall be free from unhealed skin wounds.	Pass/Fail
V.20	The potential CPAD L2 shall have normal dentition and dental occlusion.	Pass/Fail
V.21	The potential CPAD L2 shall have all four canine teeth present and must not be weakened by notching, enamel hypoplasia, or abnormal excessive wear.	Pass/Fail
V.22	The potential CPAD L2 shall be free from severe periodontal disease.	Pass/Fail
V.23	The potential CPAD L2 shall not have broken or excessively worn teeth.	Pass/Fail
V.24	The potential CPAD L2 shall not have a hepatomegaly.	Pass/Fail
V.25	The potential CPAD L2 shall not have a perineal hernia.	Pass/Fail
V.26	The potential CPAD L2 shall not have a perianal fistulae.	Pass/Fail

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SERIAL	DESCRIPTION	ACCEPTANCE MEASURE
V.27	The potential CPAD L2 shall show no cardiovascular abnormalities and be free from audible cardiac murmurs or significant rhythm disturbances.	Pass/Fail
V.28	The potential CPAD L2 shall show no respiratory abnormalities.	Pass/Fail
V.29	The potential CPAD L2 shall not have hip or elbow dysplasia.	Pass/Fail
V.30	The potential CPAD L2 shall be free from pain and abnormality on palpation and manipulation of the forelimbs, hind limbs, and spine.	Pass/Fail
V.31	The potential CPAD L2 shall not have any degenerative joint disease, osteoarthritis or any other pre-existing joint disease that the examining Veterinary Officer considers shall be untenable for the working life of a potential CPAD L2.	Pass/Fail
V.32	The potential CPAD L2 shall not have any unhealed fractures.	Pass/Fail
V.33	The potential CPAD L2 shall not have any umbilical or inguinal hernias.	Pass/Fail
V.34	The potential CPAD L2 shall not have Patellar Luxation.	Pass/Fail
V.35	The potential CPAD L2 shall not have an anterior cruciate ligament rupture.	Pass/Fail
V.36	The potential CPAD L2 shall not have osteomyelitis.	Pass/Fail
V.37	The potential CPAD L2 shall not have any defect in the nervous system.	Pass/Fail
V.38	The potential CPAD L2 shall not have a opacities of the cornea.	Pass/Fail
V.39	The potential CPAD L2 shall not have any eyelid deformities.	Pass/Fail
V.40	The potential CPAD L2 shall not have cataracts.	Pass/Fail

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SERIAL	DESCRIPTION	ACCEPTANCE MEASURE
V.41	The potential CPAD L2 shall not have retinal degeneration.	Pass/Fail
V.42	The potential CPAD L2 shall not have brain and/or spinal cord disorders.	Pass/Fail
V.43	The potential CPAD L2 shall not have peripheral nerve disorders.	Pass/Fail
V.44	The potential CPAD L2 shall not have neuromuscular disorders.	Pass/Fail
V.45	The potential CPAD L2 shall not have entropion.	Pass/Fail
V.46	The potential CPAD L2 shall not have ectropion.	Pass/Fail
V.47	The potential CPAD L2 shall not have distichiasis.	Pass/Fail
V.48	The potential CPAD L2 shall not have glaucoma.	Pass/Fail
V.49	The potential CPAD L2 shall not have any dermoid cyst.	Pass/Fail
V.50	The potential CPAD L2 shall not have pannus.	Pass/Fail
V.51	The potential CPAD L2 shall not have any inflammatory ocular disorders.	Pass/Fail
V.52	The potential CPAD L2 shall not have any congenital or conformational abnormality that the examining Veterinary Officer considers shall be untenable for the working life of a potential CPAD L2.	Pass/Fail
V.53	The potential CPAD L2 shall not have juvenile vulva resulting in urine scalding.	Pass/Fail
V.54	The potential CPAD L2 shall not have any mammary tumours.	Pass/Fail
V.55	The potential CPAD L2 shall not have any testicular deformity, inflammation or neoplasm.	Pass/Fail
V.56	The potential CPAD L2 shall not have any prostatic enlargement, deformity or pain.	Pass/Fail

SERIAL	DESCRIPTION	ACCEPTANCE MEASURE
V.57	The potential CPAD L2s lymph nodes and spleen shall palpate normally.	Pass/Fail
V.58	The potential CPAD L2 shall not have any lymphadenopathy.	Pass/Fail
V.59	The potential CPAD L2 shall not have any splenomegaly.	Pass/Fail
V.60	The potential CPAD L2 shall be supplied with diagnostic quality radiographs within the Veterinary Records. Each view must have the potential CPAD L2's unique microchip number included on the radiographic film/disc. Radiographs should have been made no more than one month prior to the procurement examination.	Pass/Fail
V.61	The potential CPAD L2 shall have two lateral views of each elbow, neutral and fully flexed and a cranial-caudal view of each.	Pass/Fail
V.61a	The potential CPAD L2 shall have a ventrodorsal view centred on the coxofemoral joint. The radiograph shall be symmetrical with minimal axial rotation.	Pass/Fail
V.61b	The potential CPAD L2 shall have a lateral view of L1 to S1 including the lumbosacral joint. The radiograph shall be free from lumbosacral stenosis and other causes of lumbosacral disease, and free from spondylosis deformans and transitional vertebrae.	Pass/Fail

Table 2 - Capability Acceptance Criteria

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
	<b><u>General</u></b>				
C.1	The potential CPAD L2 shall be a minimum of 12 months of age.			Pass/Fail	Pass/Fail
C.2	The potential CPAD L2 shall be a maximum of 36 months of age.			Pass/Fail	Pass/Fail
C.3	The potential CPAD L2 shall be male.			Pass/Fail	Pass/Fail
C.4	The potential CPAD L2 shall be Belgian Malinois.			Pass/Fail	Medical Records – Pass/Fail
	<b><u>Control/Obedience</u></b>				
C.5	The potential CPAD L2 shall respond to a toy, preferably a Kong, as a reward.			Pass/Fail	Pass/Fail
C.6	The potential CPAD L2 shall search on and off lead during training/assessment.			Pass/Fail	Pass/Fail
C.7	The potential CPAD L2 must be silent when working unless commanded otherwise.			Pass/Fail	<b>Pass Standard:</b> 1. The potential CPAD L2 is completely silent whilst working.

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
C.8	The potential CPAD L2 is accepting of a muzzle.			Pass/Fail	<p>The potential CPAD L2 shall show no aggression or undue stress during fitting, wearing, and or removal of a muzzle.</p> <p>A military issued open weaved wire muzzle shall be used.</p> <p>The potential CPAD L2 shall wear the muzzle for a minimum of 30 seconds and no longer than 1 minute, in conjunction with this assessment the animal shall be picked up wearing the muzzle as detailed in C16.</p> <p><b>Pass Standard:</b></p> <p>1. The potential CPAD L2 shows no aggression or undue stress in all of the tests listed above.</p>
C.9	The potential CPAD L2 shall respond to a new handler.			Pass/Fail	<p><b>Pass Standard:</b></p> <p>1. The potential CPAD L2 responds to commands from a new handler.</p>
C.10	The potential CPAD L2 shall 'heel' (or non-English command) on command.			Pass/Fail	<p>The potential CPAD L2 shall be walked on a loose lead by the handler.</p> <p>The potential CPAD L2 shall be given a verbal "heel" command by the handler.</p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<p>The potential CPAD L2 shall be given 2-3 seconds to respond and the command shall be repeated a maximum of two times. The handler shall continue to walk for at least one minute making occasional changes of pace.</p> <p><b>Pass Standard:</b></p> <p>1. The potential CPAD L2 shall maintain heel position throughout the tests above and shall not repeatedly move out of heel position (maximum of 30 centimetres from handlers' leg).</p>
C.11	The potential CPAD L2 shall 'sit' (or non-English command) on command.			Pass/Fail	<p>The potential CPAD L2 shall be given a verbal sit command by the handler.</p> <p>The potential CPAD L2 shall be given 2-3 seconds time to respond with the command being given a maximum of two times.</p> <p><b>Pass Standard:</b></p> <p>1. The potential CPAD L2 shall respond within 2-3 seconds and then maintain the sit position for 2 minutes.</p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
C.12	The potential CPAD L2 shall 'down' (or non-English command) on command.			Pass/Fail	<p>The potential CPAD L2 shall be given a verbal down command by the handler.</p> <p>The potential CPAD L2 shall be given 2-3 seconds time to respond, the command shall be repeated a maximum of two times.</p> <p><b>Pass Standard:</b></p> <p>1. The potential CPAD L2 shall respond within 2-3 seconds and then maintain the down position for 2 minutes.</p>
C.13	The potential CPAD L2 shall 'stay' (or non-English command) on command.			Pass/Fail	<p>The potential CPAD L2 shall be given a verbal stay command by the handler.</p> <p>The handler shall walk 10 metres away from the potential CPAD L2.</p> <p>The handler shall walk back to the potential CPAD L2.</p> <p>The stay command shall be repeated a maximum of 2 times during the test.</p> <p><b>Pass Standard:</b></p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					1. The potential CPAD L2 shall maintain the stay position for 2 minutes whilst the above tests are conducted.
C.14	The potential CPAD L2 shall 'come' (or non-English command) on command.			Pass/Fail	<p>The test shall be conducted in a large outdoor area ideally with natural distractions present (bushes, wild birds).</p> <p>The potential CPAD L2 shall run in the area for approximately two minutes, the handler shall then recall the potential CPAD L2 to the heel position with a maximum of two commands. The activity shall be repeated three times.</p> <p><b>Pass Standard:</b></p> <p>1. The potential CPAD L2 shall return to the handler whilst the above tests are conducted.</p>
C.15	The potential CPAD L2 shall 'leave' (or non-English command) on command.			Pass/Fail	<p>A Kong is thrown, the potential CPAD L2 (off lead) shall be allowed to collect it and play with it for around 30 seconds.</p> <p>The handler shall recall the potential CPAD L2 and command it, a maximum of two times</p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<p>to release the Kong (the handler may grasp the toy whilst doing this).</p> <p>The potential CPAD L2 shall be given time to respond.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>1. The potential CPAD L2 shall release the Kong when commanded as detailed above.</li> <li>2. The potential CPAD L2 shall show no signs of aggression or undue stress whilst the above tests are conducted.</li> </ol>
C.16	The muzzled potential CPAD L2 shall be restrained, manipulated, lifted to shoulder height, and passed to another handler.			Pass/Fail	<p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>1. The potential CPAD L2 shows no aggression or undue stress.</li> </ol>
C.17	The potential CPAD L2 must have high kong drive, without showing any undue stress or excessive possession of the item.			Pass/Fail	<p>The assessment shall consist of the following:</p> <ol style="list-style-type: none"> <li>a. The potential CPAD L2 shall complete between one and ten</li> </ol>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<p>retrieves (a mixture of immediate, delayed, and blind may be used), in an area specified by the Authority (indoors and or outdoors).</p> <p>b. The potential CPAD L2 shall complete between one and six dummy drops in an area specified by the Authority (indoors and or outdoors).</p> <p>The handler shall not assist the potential CPAD L2 during either of the assessments unless the Authority has granted that assistance can be given.</p> <p>The Authority shall make a distraction during the dummy drops to assess the potential CPAD L2s focus on the task.</p> <p><b>Immediate retrieve:</b> The handler throws the kong where the potential CPAD L2 can see it. The potential CPAD L2 is freely encouraged to retrieve the kong (no time delay from command).</p> <p><b>Delayed retrieve:</b> The handler has physical or verbal control of the potential CPAD L2. The potential CPAD L2 shall see the kong thrown and made to wait between one to ten</p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<p>seconds before being released and commanded to retrieve the kong.</p> <p><b>Blind retrieve:</b> The handler has physical or verbal control of the potential CPAD L2, the kong shall be thrown so that the potential CPAD L2 sees it being thrown but not where it lands. The potential CPAD L2 shall be released between one to ten seconds after the kong was thrown and commanded to retrieve the kong.</p> <p><b>Dummy Drop:</b> The handler has physical or verbal control of the potential CPAD L2. The Authority shall show the animal the kong and shall make a rough half circle run pretending to drop the kong at varying points (not first or last). On return back to the potential CPAD L2 the handler shall show that he no longer has possession of the kong. The handler shall then release and command the potential CPAD L2 to retrieve the kong.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>1. The potential CPAD L2 retrieves the kong, brings it back to the handler and releases on command.</li> </ol>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
	<b><u>Environmental Tests</u></b>				
C.18	The potential CPAD L2 shall work in difficult environments with minimal evaluator encouragement.			Pass/Fail	<p>The Authority shall walk the potential CPAD L2 over some or all of the following surfaces and environments:</p> <ul style="list-style-type: none"> <li>Metal grating</li> <li>Roof top</li> <li>Carpet</li> <li>Slippery surface such as tiles or lino</li> <li>Short flight of stairs (approx 5, steps may be fire escape grating type)</li> <li>10 metres in length section of culvert pipe.</li> <li>Near mirrors</li> <li>In the dark</li> </ul> <p>Only verbal encouragement shall be given to the potential CPAD L2, with no reward or physical assistance given. The potential CPAD L2 shall not move tentatively over any of the surfaces or obstacles.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>1. The potential CPAD L2 hesitates before or when stepping onto surface/obstacle but then moves easily over the surface with or without initial handler encouragement.</li> </ol>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					2. The potential CPAD L2 moves over surfaces or obstacles with no hesitation.
C.19	The potential CPAD L2 shall be able to work free from distraction from vehicles.			Pass/Fail	<p>The handler shall walk the potential CPAD L2 around an open area on the lead to within 20 metres of an unfamiliar vehicle with the engine running.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>1. Potential CPAD L2 orientates towards the vehicle, startled but normal behaviour resumes within 30 seconds.</li> <li>2. Potential CPAD L2 is not affected and continues uninterrupted.</li> </ol>
C.20	The potential CPAD L2 shall be able to work free from distraction from helicopters.			Pass/Fail	<p>The handler shall walk the potential CPAD L2 around an open area on the lead to within 10 metres of a helicopter with engines running.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>1. The potential CPAD L2 orientates towards the helicopter, startled but normal behaviour resumes within 30 seconds.</li> </ol>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					2. The potential CPAD L2 is not affected and continues uninterrupted.
C.21	The potential CPAD L2 shall be able to work free from distraction from aircraft.			Pass/Fail	<p>The handler shall walk the potential CPAD L2 around an open area on the lead to within 400 metres of an aircraft with engines running.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>1. The potential CPAD L2 orientates towards the aircraft, startled but normal behaviour resumes within 30 seconds.</li> <li>2. The potential CPAD L2 is not affected and continues uninterrupted.</li> </ol>
C.22	The potential CPAD L2 shall be able to work free from distraction from three x single shots from a short barrelled weapon (blank/live).			Pass/Fail	<p>A short barrelled weapon at 20 metres shall fire 3 single shots whilst the potential CPAD L2 is walked around an open area on the lead.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>1. The potential CPAD L2 orientates towards the sound, startled but normal behaviour resumes within 2-3 seconds.</li> </ol>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					2. The potential CPAD L2 is not affected activity continues uninterrupted.
C.23	The potential CPAD L2 shall be able to work free from distraction from 30 rounds, 3 round burst on automatic from a long barrelled weapon (blank/live).			Pass/Fail	<p>A long barrelled weapon at 20 metres shall fire 10 x 3 round automatic bursts whilst the potential CPAD L2 is walked around an open area on the lead.</p> <p><b>Pass Standard:</b></p> <p>1. The potential CPAD L2 orientates towards the sound, startled, but normal behaviour resumes within 2-3 seconds.</p> <p>2. The potential CPAD L2 is not affected activity continues uninterrupted.</p>
C.24	The potential CPAD L2 shall work free from distraction from excess noise, such as but not limited to doors slamming, banging of metal object against metal object, dropping of an item, and or any other local environmental equivalent.			Pass/Fail	<p>The handler shall walk the potential CPAD L2 around an open area on the lead.</p> <p>The potential CPAD L2 shall be assessed for any adverse reaction to excess noise, such as but not limited to doors slamming, banging of metal object against metal object, dropping of an item, and or any other local environmental equivalent.</p> <p><b>Pass Standard:</b></p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<ol style="list-style-type: none"> <li>1. The potential CPAD L2 orientates towards the sound, startled but normal behaviour resumes within 2-3 seconds.</li> <li>2. The potential CPAD L2 is not affected activity continues uninterrupted.</li> </ol>
C.25	The potential CPAD L2 shall be able to work free from distraction from other dogs.			Pass/Fail	<p>The potential CPAD L2 shall be on a lead for safety reasons.</p> <p>The potential CPAD L2 shall gradually be introduced to within 10 metres of a dog that it is not familiar with.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>1. The potential CPAD L2 actively solicits interaction with unfamiliar dog but is easily refocused by the handler with no more than three repeated commands.</li> <li>2. The potential CPAD L2 is indifferent to the presence of the unfamiliar dog.</li> </ol>
C.26	The potential CPAD L2 shall be able to work free from distraction from livestock (including, but not limited to horses and chickens).			Pass/Fail	Test shall take place in a field with Livestock. If any aggression or chase behaviour is shown then the test shall be stopped.

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<p>The potential CPAD L2 shall be walked on a lead through a field with livestock by the handler.</p> <p>potential CPAD L2 shall only be refocused using verbal commands.</p> <p>Physical assistance such as: tugging the lead, use of toys, and foods etc are not permitted.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>1. The potential CPAD L2 shows some interest in livestock, but is easily refocused by the handler with no more than two repeated commands.</li> <li>2. The potential CPAD L2 is indifferent to the presence of livestock.</li> </ol>
C.27	The potential CPAD L2 shall be able to work free from distraction from people.			Pass/Fail	<p>An unfamiliar person shall gradually be introduced to within 10 metres of the potential CPAD L2.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>1. The potential CPAD L2 shows some interest in people, but is easily refocused by</li> </ol>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<p>the handler with no more than two repeated commands.</p> <p>2. The potential CPAD L2 is indifferent to the presence of people.</p>
C.28	<p>The potential CPAD L2 shall be able to approach enter, travel, and exit without fear all military forms of transport.</p>			Pass/Fail	<p>The potential CPAD L2 shall be walked up to a large, noisy, unfamiliar military vehicle on a lead by the handler and placed or commanded to jump inside.</p> <p>If commanded to jump inside only verbal encouragement can be given to the potential CPAD L2: no reward should be thrown into the vehicle and no physical assistance (e.g. tug on the lead) can be given to the potential CPAD L2.</p> <p>The potential CPAD L2 shall be secured in the appropriate manner (e.g. harness or Vari-Crate).</p> <p>The potential CPAD L2 shall be driven around for 10 minutes.</p> <p>The potential CPAD L2 shall be removed from the vehicle once it has parked.</p> <p><b>Pass Standard:</b></p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<p>1. The potential CPAD L2 hesitates before entering or exiting the vehicle but then moves into or exits the vehicle and settles showing few signs of stress (e.g. ears back, tail tucked, low body posture) when vehicle is moving.</p> <p>2. The potential CPAD L2 enters and exits the vehicle with no hesitation and shows no signs of fear when the vehicle is moving.</p>
C.29	<p>The potential CPAD L2 shall be bold, but not aggressive and display no psychological traits that may deem it unfit for service use for example but not limited to:</p> <ul style="list-style-type: none"> <li>a. Kennel proud</li> <li>b. Collar proud</li> <li>c. Feed / bowl proud</li> <li>d. Kennel shy</li> <li>e. Collar shy</li> </ul>			Pass/Fail	<p>Not all undesirable traits can be listed and shall be evaluated as required by the Authority.</p> <p>Where practicably possible the assessor is to view the potential CPAD L2 being fed, removed, and returned to the kennel.</p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
C.30	The potential CPAD L2 shall be social around people and show no unprovoked aggression or stress.			Pass/Fail	<p>Not all undesirable traits can be listed and shall be evaluated as required.</p> <p>The Authority shall view the animal being fed, removed, and returned to the kennel.</p>
	<b><u>Odour Recognition</u></b>				
C.31	The potential CPAD L2 shall be able to detect odour.			Pass/Fail	<p>The test shall be conducted on an internal focus wall containing 60 bricks and 20 interferences.</p> <p>6 searches shall be carried out, 5 with finds and 1 without.</p> <p>A piece of Kong 5 millimetres square shall be used as the odour indicator.</p> <p>This test shall be combined with noise distraction such as the battlefield inoculation CD.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>100% Positive indication.</li> </ol>
C.32	The potential CPAD L2 shall passively indicate on the specified target odour using a sit and stare			Pass/Fail	This test shall confirm that the potential CPAD L2 indication is passive i.e. sit and stare.

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
	indication with the stare focussed at the odour source.				<p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>Maintains 2 minute stare.</li> <li>Maintains the sit and stare for 2 minutes.</li> <li>Returns to handler when recalled.</li> </ol>
C.33	The potential CPAD L2 shall hunt for a person in hiding.			Pass/Fail	<p>This test shall confirm the potential CPAD L2 ability to detect on human scent and a human in a bite suit, to be conducted indoors and outdoors.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>Detect a human by scent wearing covert sleeve only.</li> <li>Detect a human by scent wearing full bite suit.</li> </ol>
	<b><u>Bite Work</u></b>				
C.34	The potential CPAD L2 shall bite a Practical Training Assistant (PTA) wearing a full padded suit.			Pass/Fail	The potential CPAD L2 shall have a strong, full deep mouth bite of the PTA on any part of the body, without showing any undue stress, conflict or aggression to the handler. The

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<p>potential CPAD L2 may re-adjust the bite as required. The following procedures shall be undertaken:</p> <ul style="list-style-type: none"> <li>a. The potential CPAD L2 is to make a minimum of three and maximum of five, frontal attacks on an intruder who is carrying an authorised padded stick. Any natural obstacle can be utilised to hinder the potential CPAD L2s approach to the intruder.</li> <li>b. The potential CPAD L2 shall make a minimum of three and maximum of five attacks on a fleeing intruder, who is carrying an authorised padded stick. Any natural obstacle can be utilised to hinder the potential CPAD L2 approach to the intruder.</li> </ul> <p>During this assessment the intruder shall make every effort to evade and discourage the potential CPAD L2 from maintaining the bite.</p> <p><b>Pass Standard:</b></p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					1. During both procedures a. and b. the potential CPAD L2 continues to bite a full deep mouth bite until commanded to leave or is physically removed from the bite.

**Table 3 - Documents**

SERIAL	DESCRIPTION	ACCEPTANCE MEASURE
D.1	The potential CPAD L2 shall be supplied with its own Pet Passport which meets the requirements of the Pet Travel Scheme to enter the UK from the relevant country of origin.	Pass/Fail
D.2	The potential CPAD L2 shall be supplied with its own Medical Records in accordance with IMAS 09.44	Pass/Fail
D.3	The potential CPAD L2 shall be supplied with its own Training Records in accordance with IMAS 09.41	Pass/Fail

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## **Annex B to Contract 703169452**

### **Statement of Work (SoW)**

#### **Supply of Military Working Dogs (MWDs) with Mobile Ground Sensor capabilities (hereafter known as MGS).**

##### **Requirement**

1. Supply MGS dogs in accordance with the Acceptance Criteria detailed in Appendix A.

##### **Ordering Process**

2. The Authority shall provide each Contractor, included within the framework agreement, with a Task Authorisation Form (TAF) when new MGS are required. The TAF shall specify the number of MGS required, location, and approximate date where the MGS shall be assessed by the Authority.
3. The maximum timeframe from the date the TAF is completed to the MGS being available is 8 weeks unless otherwise stated in the TAF.

##### **Assessments**

4. The Authority shall confirm in writing the exact date(s) when the MGS shall be assessed by an Authorised Representative(s) of the Authority. This assessment period shall be no longer than 5 calendar days and shall be within 5 days of the date quoted in the TAF. The Contractor(s) shall be responsible for all costs associated with bringing the dogs to the location.
5. For each MGS taken for the assessment, the documents outlined in Table 3 of Appendix A and proof of inoculation suitable for travelling to the UK shall be available.

##### **Initial Assessment**

6. The Authorised Representative(s) of the Authority shall assess each dog against those 'serials' shown in the Capability Acceptance Criteria (Appendix A, Table 2) under the 'INITIAL ASSESSMENT' heading.
7. The Authorised Representative(s) of the Authority shall grade each dog against each serial according to the following marking criteria:
  - 0: The Authority has no confidence in the dogs' ability with major and intolerable risks to the Authority identified.
  - 1: The Authority has little confidence in the dogs' ability with risks identified which may be major and/or intolerable to the Authority identified.
  - 2: The Authority has a limited degree of confidence in the dogs' ability with some risks which may be major and/or intolerable identified.
  - 3: The Authority has a good degree of confidence in the dogs' ability with minor risks, but no intolerable risks to the Authority identified (BENCHMARK SCORE).

4: The Authority has a high degree of confidence in the dogs' ability with very few minor risks and no intolerable risks to the Authority identified.

8. All MGS that do not meet the 'benchmark score', in any of the serials, shall automatically be excluded.

9. The Authority shall select MGS it requires (the number of which shall be as detailed in the TAF). Selection shall be based on the highest scoring MGS in the selection criteria above. If there are duplicate highest scores the MGS shall be selected on the cheapest price offered.

10. The selected MGS shall be taken by the Authority to a UK Government establishment for a full capability and veterinary assessment, as detailed at Appendix A

#### **Acceptance and Rejection Criteria/Period**

11. Each MGS brought back to the UK Government establishment shall undergo a full capability and veterinary assessment as detailed at Appendix A.

12. Following the full capability and veterinary assessment the Authority shall accept or reject each MGS within a maximum of 40 calendar days (hereafter called the Acceptance Period) from collection of the MGS. Any rejection notice shall include the reason(s) for rejection. The Authority shall arrange a suitable date/location where at the expense of the Authority the rejected MGS shall be returned to the Contractor.

13. If no MGS are accepted the Authority shall then re-commence the ordering process from point 2. to start the selection process again.

14. Ownership of the MGS shall remain with the Contractor until the Authority confirms acceptance.

15. Responsibility for the safety, security and welfare of the MGS shall transfer to the Authority once the Authorised Representative(s) takes the MGS for transportation to the UK Government establishment.

16. The Authority reserves the right to procure MGS outside of the contract should no MGS which satisfy the Acceptance Criteria (Appendix A) or within the required timeframes be available.

#### **Appendix**

**A.** Acceptance Criteria (consisting of 3 'Tables')

**Appendix A**  
**To SoW for the supply of MGS MWD**

**Acceptance Criteria****Table 1 - Veterinary Acceptance Criteria**

SERIAL	DESCRIPTION	ACCEPTANCE MEASURE
V.1	The potential MGS shall be uniquely identified with an International Organisation for Standards (IOS) compliant microchip inserted at the base of the neck above the shoulder blades.	Pass/Fail
V.2	The potential MGS shall be vaccinated against distemper.	Pass/Fail
V.3	The potential MGS shall be vaccinated against parainfluenza.	Pass/Fail
V.4	The potential MGS shall be vaccinated against parvovirus.	Pass/Fail
V.5	The potential MGS shall be vaccinated against canine hepatitis.	Pass/Fail
V.6	The potential MGS shall be vaccinated against leptospirosis.	Pass/Fail
V.7	The potential MGS shall be vaccinated against rabies.	Pass/Fail
V.8	The potential MGS shall be in excellent health with no acute or chronic disease or condition.	Pass/Fail
V.9	Potential MGSs shall test negative for Heartworm, Babesia, Ehrlichia and Leishmania.	Pass/Fail
V.10	The potential MGS shall display a gait consistent with the normal spectrum of mobility for the breed during a walk and trot.	Pass/Fail
V.11	The potential MGS's skin and coat must be healthy in appearance, displaying no evidence of chronic dermatitis, allergies, severe or chronic infections.	Pass/Fail
V.12	The potential MGS shall be free from fleas, ticks, lice, and mange mites.	Pass/Fail

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SERIAL	DESCRIPTION	ACCEPTANCE MEASURE
V.13	The potential MGS shall be free from allergic skin disease (to include but not limited to atopy, flea allergic dermatitis, food allergy, and contact allergy).	Pass/Fail
V.14	The potential MGS shall be free from severe or chronic otitis (externa, media, interna).	Pass/Fail
V.15	The potential MGS shall be free from deep pyoderma.	Pass/Fail
V.16	The potential MGS shall be free from generalised demodicosis.	Pass/Fail
V.17	The potential MGS shall be free from immune mediated dermatoses (pemphigus complex, bullous pemphigoid, SLE, DLE).	Pass/Fail
V.18	The potential MGS shall be free from tumours.	Pass/Fail
V.19	The potential MGS shall be free from unhealed skin wounds.	Pass/Fail
V.20	The potential MGS shall have normal dentition and dental occlusion.	Pass/Fail
V.21	The potential MGS shall have all four canine teeth present and must not be weakened by notching, enamel hypoplasia, or abnormal excessive wear.	Pass/Fail
V.22	The potential MGS shall be free from severe periodontal disease.	Pass/Fail
V.23	The potential MGS shall not have broken or excessively worn teeth.	Pass/Fail
V.24	The potential MGS shall not have a hepatomegaly.	Pass/Fail
V.25	The potential MGS shall not have a perineal hernia.	Pass/Fail
V.26	The potential MGS shall not have a perianal fistula.	Pass/Fail

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SERIAL	DESCRIPTION	ACCEPTANCE MEASURE
V.27	The potential MGS shall show no cardiovascular abnormalities and be free from audible cardiac murmurs or significant rhythm disturbances.	Pass/Fail
V.28	The potential MGS shall show no respiratory abnormalities.	Pass/Fail
V.29	The potential MGS shall not have hip or elbow dysplasia.	Pass/Fail
V.30	The potential MGS shall be free from pain and abnormality on palpation and manipulation of the forelimbs, hind limbs, and spine.	Pass/Fail
V.31	The potential MGS shall not have any degenerative joint disease, osteoarthritis or any other pre-existing joint disease that the examining Veterinary Officer considers shall be untenable for the working life of a potential MGS.	Pass/Fail
V.32	The potential MGS shall not have any unhealed fractures.	Pass/Fail
V.33	The potential MGS shall not have any umbilical or inguinal hernias.	Pass/Fail
V.34	The potential MGS shall not have Patellar Luxation.	Pass/Fail
V.35	The potential MGS shall not have an anterior cruciate ligament rupture.	Pass/Fail
V.36	The potential MGS shall not have osteomyelitis.	Pass/Fail
V.37	The potential MGS shall not have any defect in the nervous system.	Pass/Fail
V.38	The potential MGS shall not have a opacities of the cornea.	Pass/Fail
V.39	The potential MGS shall not have any eyelid deformities.	Pass/Fail
V.40	The potential MGS shall not have cataracts.	Pass/Fail

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SERIAL	DESCRIPTION	ACCEPTANCE MEASURE
V.41	The potential MGS shall not have retinal degeneration.	Pass/Fail
V.42	The potential MGS shall not have brain and/or spinal cord disorders.	Pass/Fail
V.43	The potential MGS shall not have peripheral nerve disorders.	Pass/Fail
V.44	The potential MGS shall not have neuromuscular disorders.	Pass/Fail
V.45	The potential MGS shall not have entropion.	Pass/Fail
V.46	The potential MGS shall not have ectropion.	Pass/Fail
V.47	The potential MGS shall not have distichiasis.	Pass/Fail
V.48	The potential MGS shall not have glaucoma.	Pass/Fail
V.49	The potential MGS shall not have any dermoid cyst.	Pass/Fail
V.50	The potential MGS shall not have pannus.	Pass/Fail
V.51	The potential MGS shall not have any inflammatory ocular disorders.	Pass/Fail
V.52	The potential MGS shall not have any congenital or conformational abnormality that the examining Veterinary Officer considers shall be untenable for the working life of a potential MGS.	Pass/Fail
V.53	The potential MGS shall not have juvenile vulva resulting in urine scalding.	Pass/Fail
V.54	The potential MGS shall not have any mammary tumours.	Pass/Fail
V.55	The potential MGS shall not have any testicular deformity, inflammation or neoplasm.	Pass/Fail
V.56	The potential MGS shall not have any prostatic enlargement, deformity or pain.	Pass/Fail

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SERIAL	DESCRIPTION	ACCEPTANCE MEASURE
V.57	The potential MGSs lymph nodes and spleen shall palpate normally.	Pass/Fail
V.58	The potential MGS shall not have any lymphadenopathy.	Pass/Fail
V.59	The potential MGS shall not have any splenomegaly.	Pass/Fail
V.60	The potential MGS shall be supplied with diagnostic quality radiographs within the Veterinary Records. Each view must have the potential MGS's unique microchip number included on the radiographic film/disc. Radiographs should have been made no more than one month prior to the procurement examination.	Pass/Fail
V.61	The potential MGS shall have two lateral views of each elbow, neutral and fully flexed and a cranial-caudal view of each.	Pass/Fail
V.61a	The potential MGS shall have a ventrodorsal view centred on the coxofemoral joint. The radiograph shall be symmetrical with minimal axial rotation.	Pass/Fail
V.61b	The potential MGS shall have a lateral view of L1 to S1 including the lumbosacral joint. The radiograph shall be free from lumbosacral stenosis and other causes of lumbosacral disease, and free from spondylosis deformans and transitional vertebrae.	Pass/Fail

Table 2 - Capability Acceptance Criteria

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
	<b><u>General</u></b>				
C.1	The potential MGS shall be a minimum of 8 months of age.			Pass/Fail	Pass/Fail
C.2	The potential MGS shall be a maximum of 36 months of age.			Pass/Fail	Pass/Fail
C.3	The potential MGS shall be male or female.			Pass/Fail	Pass/Fail
C.4	The potential MGS shall be Belgian Malinois, Dutch Herder, Labrador or Spaniel breed.			Pass/Fail	Medical Records – Pass/Fail
	<b><u>Control/Obedience</u></b>				
C.5	The potential MGS shall respond to a toy, preferably a Kong, as a reward.			Pass/Fail	Pass/Fail
C.6	The potential MGS shall search on and off lead during training/assessment.			Pass/Fail	Pass/Fail
C.7	The potential MGS must be silent when working unless commanded otherwise.			Pass/Fail	<b>Pass Standard:</b> 1. The potential MGS is completely silent whilst working.

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
C.8	The potential MGS is accepting of a muzzle.			Pass/Fail	<p>The potential MGS shall show no aggression or undue stress during fitting, wearing, and or removal of a muzzle.</p> <p>A military issued open weaved wire muzzle shall be used.</p> <p>The potential MGS shall wear the muzzle for a minimum of 30 seconds and no longer than 1 minute, in conjunction with this assessment the animal shall be picked up wearing the muzzle as detailed in C16.</p> <p><b>Pass Standard:</b></p> <p>1. The potential MGS shows no aggression or undue stress in all of the tests listed above.</p>
C.9	The potential MGS shall respond to a new handler.			Pass/Fail	<p><b>Pass Standard:</b></p> <p>1. The potential MGS responds to commands from a new handler.</p>
C.10	The potential MGS shall 'heel' (or non-English command) on command.			Pass/Fail	<p>The potential MGS shall be walked on a loose lead by the handler.</p> <p>The potential MGS shall be given a verbal "heel" command by the handler.</p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<p>The potential MGS shall be given 2-3 seconds to respond and the command shall be repeated a maximum of two times. The handler shall continue to walk for at least one minute making occasional changes of pace.</p> <p><b>Pass Standard:</b></p> <p>1. The potential MGS shall maintain heel position throughout the tests above and shall not repeatedly move out of heel position (maximum of 30 centimetres from handlers' leg).</p>
C.11	The potential MGS shall 'sit' (or non-English command) on command.			Pass/Fail	<p>The potential MGS shall be given a verbal sit command by the handler.</p> <p>The potential MGS shall be given 2-3 seconds time to respond with the command being given a maximum of two times.</p> <p><b>Pass Standard:</b></p> <p>1. The potential MGS shall respond within 2-3 seconds and then maintain the sit position for 2 minutes.</p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
C.12	The potential MGS shall 'down' (or non-English command) on command.			Pass/Fail	<p>The potential MGS shall be given a verbal down command by the handler.</p> <p>The potential MGS shall be given 2-3 seconds time to respond, the command shall be repeated a maximum of two times.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>The potential MGS shall respond within 2-3 seconds and then maintain the down position for 2 minutes.</li> </ol>
C.13	The potential MGS shall 'stay' (or non-English command) on command.			Pass/Fail	<p>The potential MGS shall be given a verbal stay command by the handler.</p> <p>The handler shall walk 10 metres away from the potential MGS.</p> <p>The handler shall walk back to the potential MGS.</p> <p>The stay command shall be repeated a maximum of 2 times during the test.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>The potential MGS shall maintain the stay position for 2 minutes whilst the above tests are conducted.</li> </ol>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
C.14	The potential MGS shall 'come' (or non-English command) on command.			Pass/Fail	<p>The test shall be conducted in a large outdoor area ideally with natural distractions present (bushes, wild birds).</p> <p>The potential MGS shall run in the area for approximately two minutes, the handler shall then recall the potential MGS to the heel position with a maximum of two commands. The activity shall be repeated three times.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>1. The potential MGS shall return to the handler whilst the above tests are conducted.</li> </ol>
C.15	The potential MGS shall 'leave' (or non-English command) on command.			Pass/Fail	<p>A Kong is thrown, the potential MGS (off lead) shall be allowed to collect it and play with it for around 30 seconds.</p> <p>The handler shall recall the potential MGS and command it, a maximum of two times to release the Kong (the handler may grasp the toy whilst doing this).</p> <p>The potential MGS shall be given time to respond.</p> <p><b>Pass Standard:</b></p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<p>1. The potential MGS shall release the Kong when commanded as detailed above.</p> <p>2. The potential MGS shall show no signs of aggression or undue stress whilst the above tests are conducted.</p>
C.16	The muzzled potential MGS shall be restrained, manipulated, lifted to shoulder height, and passed to another handler.			Pass/Fail	<p><b>Pass Standard:</b></p> <p>1. The potential MGS shows no aggression or undue stress.</p>
C.17	The potential MGS must have high Kong drive, without showing any undue stress or excessive possession of the item.			Pass/Fail	<p>The assessment shall consist of the following:</p> <p>a. The potential MGS shall complete between one and ten retrieves (a mixture of immediate, delayed, and blind may be used), in an area specified by the Authority (indoors and or outdoors).</p> <p>b. The potential MGS shall complete between one and six dummy drops in an area specified by the Authority (indoors and or outdoors).</p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<p>The handler shall not assist the potential MGS during either of the assessments unless the Authority has granted that assistance can be given.</p> <p>The Authority shall make a distraction during the dummy drops to assess the potential MGSs focus on the task.</p> <p><b>Immediate retrieve:</b> The handler throws the Kong where the potential MGS can see it. The potential MGS is freely encouraged to retrieve the Kong (no time delay from command).</p> <p><b>Delayed retrieve:</b> The handler has physical or verbal control of the potential MGS. The potential MGS shall see the Kong thrown and made to wait between one to ten seconds before being released and commanded to retrieve the Kong.</p> <p><b>Blind retrieve:</b> The handler has physical or verbal control of the potential MGS, the Kong shall be thrown so that the potential MGS sees it being thrown but not where it lands. The potential MGS shall be released between</p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<p>one to ten seconds after the Kong was thrown and commanded to retrieve the Kong.</p> <p><b>Dummy Drop:</b> The handler has physical or verbal control of the potential MGS. The Authority shall show the animal the Kong and shall make a rough half circle run pretending to drop the Kong at varying points (not first or last). On return to the potential MGS the handler shall show that he no longer has possession of the Kong. The handler shall then release and command the potential MGS to retrieve the Kong.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>1. The potential MGS retrieves the Kong, brings it back to the handler and releases on command.</li> <li>2.</li> </ol>
	<b><u>Environmental Tests</u></b>				
C.18	The potential MGS shall work in difficult environments with minimal evaluator encouragement.			Pass/Fail	<p>The Authority shall walk the potential MGS over some or all of the following surfaces and environments:</p> <p>Metal grating Roof top</p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<p>Carpet Slippery surface such as tiles or lino Short flight of stairs (approx. 5, steps may be fire escape grating type) 10 metres in length section of culvert pipe. Near mirrors In the dark</p> <p>Only verbal encouragement shall be given to the potential MGS, with no reward or physical assistance given. The potential MGS shall not move tentatively over any of the surfaces or obstacles.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>1. The potential MGS hesitates before or when stepping onto surface/obstacle but then moves easily over the surface without handler encouragement.</li> <li>2. The potential MGS moves over surfaces or obstacles with no hesitation.</li> </ol>
C.19	The potential MGS shall be able to work free from distraction from vehicles.			Pass/Fail	The handler shall walk the potential MGS around an open area on the lead to within 20 metres of an unfamiliar vehicle with the engine running.

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<p><b>Pass Standard:</b></p> <p>1. Potential MGS is not affected and continues uninterrupted.</p>
C.20	The potential MGS shall be able to work free from distraction from helicopters.			Pass/Fail	<p>The handler shall walk the potential MGS around an open area on the lead to within 10 metres of a helicopter with engines running.</p> <p><b>Pass Standard:</b></p> <p>1. The potential MGS orientates towards the helicopter, startled but normal behaviour resumes within 30 seconds.</p> <p>2. The potential MGS is not affected and continues uninterrupted.</p>
C.21	The potential MGS shall be able to work free from distraction from aircraft.			Pass/Fail	<p>The handler shall walk the potential MGS around an open area on the lead to within 400 metres of an aircraft with engines running.</p> <p><b>Pass Standard:</b></p> <p>1. The potential MGS orientates towards the aircraft, startled but normal behaviour resumes within 30 seconds.</p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					2. The potential MGS is not affected and continues uninterrupted.
C.22	The potential MGS shall be able to work free from distraction from three x single shots from a short barrelled weapon (blank/live).			Pass/Fail	<p>A short barrelled weapon at 20 metres shall fire 3 single shots whilst the potential MGS is walked around an open area on the lead.</p> <p><b>Pass Standard:</b></p> <p>1. The potential MGS orientates towards the sound, if startled should resume normal behaviour after 2 to 3 seconds</p> <p>2. The potential MGS is not affected activity continues uninterrupted.</p>
C.23	The potential MGS shall be able to work free from distraction from 30 Rounds, 3 round burst on automatic from a long barrelled weapon (blank/live).			Pass/Fail	<p>A long barrelled weapon at 20 metres shall fire 10 x 3 round automatic bursts whilst the potential MGS is walked around an open area on the lead.</p> <p><b>Pass Standard:</b></p> <p>1. The potential MGS orientates towards the sound, if startled should resume normal behaviour after 2 to 3 seconds</p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					2. The potential MGS is not affected activity continues uninterrupted.
C.24	The potential MGS shall work free from distraction from excess noise, such as but not limited to doors slamming, banging of metal object against metal object, dropping of an item, and or any other local environmental equivalent.			Pass/Fail	<p>The handler shall walk the potential MGS around an open area on the lead.</p> <p>The potential MGS shall be assessed for any adverse reaction to excess noise, such as but not limited to doors slamming, banging of metal object against metal object, dropping of an item, and or any other local environmental equivalent.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>1. The potential MGS orientates towards the sound, if startled should resume normal behaviour after 2 to 3 seconds.</li> <li>2. The potential MGS is not affected activity continues uninterrupted.</li> </ol>
C.25	The potential MGS shall be able to work free from distraction from other dogs.			Pass/Fail	<p>The potential MGS shall be on a lead for safety reasons.</p> <p>The potential MGS shall gradually be introduced to within 10 metres of a dog that it is not familiar with.</p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>The potential MGS actively solicits interaction with unfamiliar dog but is easily refocused by the handler with no more than three repeated commands.</li> <li>The potential MGS is indifferent to the presence of the unfamiliar dog.</li> </ol>
C.26	The potential MGS shall be able to work free from distraction from livestock (including, but not limited to horses and chickens).			Pass/Fail	<p>Test shall take place in a field with Livestock. If any aggression or chase behaviour is shown, then the test shall be stopped.</p> <p>The potential MGS shall be walked on a lead through a field with livestock by the handler.</p> <p>potential MGS shall only be refocused using verbal commands.</p> <p>Physical assistance such as: tugging the lead, use of toys, and foods etc are not permitted.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>The potential MGS shows some interest in livestock but is easily refocused by</li> </ol>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<p>the handler with no more than two repeated commands.</p> <p>2. The potential MGS is indifferent to the presence of livestock.</p>
C.27	The potential MGS shall be able to work free from distraction from people.			Pass/Fail	<p>An unfamiliar person shall gradually be introduced to within 10 metres of the potential MGS.</p> <p><b>Pass Standard:</b></p> <p>1. The potential MGS shows some interest in people but is easily refocused by the handler with no more than two repeated commands.</p> <p>2. The potential MGS is indifferent to the presence of people.</p>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
C.28	The potential MGS shall be able to approach enter, travel, and exit without fear all military forms of transport.			Pass/Fail	<p>The potential MGS shall be walked up to a large, noisy, unfamiliar military vehicle on a lead by the handler and placed or commanded to jump inside.</p> <p>If commanded to jump inside only verbal encouragement can be given to the potential MGS: no reward should be thrown into the vehicle and no physical assistance (e.g. tug on the lead) can be given to the potential MGS.</p> <p>The potential MGS shall be secured in the appropriate manner (e.g. harness or Vari-Crate).</p> <p>The potential MGS shall be driven around for 10 minutes.</p> <p>The potential MGS shall be removed from the vehicle once it has parked.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>The potential MGS hesitates before entering or exiting the vehicle but then moves into or exits the vehicle and settles showing few signs of stress (e.g. ears back, tail</li> </ol>

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
					<p>tucked, low body posture) when vehicle is moving.</p> <p>2. The potential MGS enters and exits the vehicle with no hesitation and shows no signs of fear when the vehicle is moving.</p>
C.29	<p>The potential MGS shall be bold, but not aggressive and display no psychological traits that may deem it unfit for service use for example but not limited to:</p> <ul style="list-style-type: none"> <li>a. Kennel proud</li> <li>b. Collar proud</li> <li>c. Feed / bowl proud</li> <li>d. Kennel shy</li> <li>e. Collar shy</li> </ul>			Pass/Fail	<p>Not all undesirable traits can be listed and shall be evaluated as required by the Authority.</p> <p>Where practicably possible the assessor is to view the potential MGS being fed, removed, and returned to the kennel.</p>
	<b><u>Odour Recognition</u></b>				

SERIAL	DESCRIPTION	INITIAL ASSESSMENT	FULL ASSESSMENT	THRESHOLD	ACCEPTANCE MEASURE
C.31	The potential MGS shall be able to detect odour.			Pass/Fail	<p>The test shall be conducted on an internal focus wall containing 60 bricks and 20 interferences.</p> <p>6 searches shall be carried out, 5 with finds and 1 without.</p> <p>A piece of Kong 5 millimetres square shall be used as the odour indicator.</p> <p>This test shall be combined with noise distraction such as the battlefield inoculation CD.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>1. 100% Positive indication.</li> </ol>
C.32	The potential MGS shall passively indicate on the specified target odour using a sit and stare indication with the stare focussed on the odour source.			Pass/Fail	<p>This test shall confirm that the potential MGS indication is passive i.e. sit and stare.</p> <p><b>Pass Standard:</b></p> <ol style="list-style-type: none"> <li>1. Maintains 2-minute stare.</li> <li>2. Maintains the sit and stare for 2 minutes.</li> <li>3. Returns to handler when recalled.</li> </ol>

**Table 3 - Documents**

SERIAL	DESCRIPTION	ACCEPTANCE MEASURE
D.1	The potential MGS shall be supplied with its own Pet Passport which meets the requirements of the Pet Travel Scheme to enter the UK from the relevant country of origin.	Pass/Fail
D.2	The potential MGS shall be supplied with its own Medical Records in accordance with IMAS 09.44.	Pass/Fail
D.3	The potential MGS shall be supplied with its own Training Records in accordance with IMAS 09.41	Pass/Fail

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**Annex C to Contract 703169452**

**Task Authorisation Form (TAF)**

**PART 1 - REQUEST FOR PROCUREMENT** *(To be completed by the Authority)*

<b>To:</b> SALAKA Limited A.C.T. Offshore LTD, Oliaji Trade Centre 1st Floor, Victori Mahe Seychelles		<b>From:</b> Defence Equipment Support SEEC Rowan 2C, #8207, MOD Abbey Wood Bristol, BS34 8JH	
<b>Contract No</b>	703169452	<b>TAF No</b>	
<b>Task Description</b>			
<p>The Authority has a requirement to purchase XXXXX in accordance with Schedule of Requirements Line XX. The MWD is required to be ready for assessment no later than XX XXX XX.</p> <p>The Authority shall require to view/assess any potential MWD at the contractor's premises at any time throughout the training period. Exact access dates will be confirmed by the customer.</p> <p>This TAF should be returned with Part 2 completed to the Authority by XX XXX XX. If not returned by this date the Authority shall assume there are no potential MWD available.</p>			
<b>Deliverable Acceptance Criteria</b>			
As detailed at Appendix A to Annex A / B - Statement of Work			
<b>Task Security Classification</b>			
The classification of this requirement is OFFICIAL			
<b>Authorisation</b>			
Name:		Signed:	
Post: Authority Project Manager		Date:	
Name:		Signed:	
Post: Authority Commercial Manager		Date:	

Contract 703169452

**PART 2 - AVAILABILITY** *(To be completed by the Contractor)*

<b>To:</b> Defence Equipment Support SEEC Rowan 2C, #8207, MOD Abbey Wood Bristol, BS34 8JH	<b>From:</b> SALAKA Limited A.C.T. Offshore LTD, Oliaji Trade Centre 1st Floor, Victori Mahe Seychelles
<b>Availability</b>	
XX MWD shall be available for assessment at location and dates as agreed with the Authority in accordance with Part 1.	
The price of each MWD shall be as detailed at Schedule 12 to Contract.	
<b>Authorisation</b>	
Name:	Signed:
Post:	Date:

**Part 3 – ASSESSMENT RESULTS** *(To be completed by the Authority)*

<b>To:</b> SALAKA Limited A.C.T. Offshore LTD, Oliaji Trade Centre 1st Floor, Victori Mahe Seychelles	<b>From:</b> Defence Equipment Support SEEC Rowan 2C, #8207, MOD Abbey Wood Bristol, BS34 8JH
<b>Full Assessment Results</b>	
<input type="checkbox"/>	The Authority accepts MWD (insert name).
<input type="checkbox"/>	The Authority rejects MWD (insert name) full details shall be confirmed in writing.
<b>Claims for Payment</b>	
Claims for Payment for the MWD shall be submitted as detailed at Clause 15 to the Contract.	
<b>Authorisation</b>	
Name:	Signed:
Post: Authority Project Manager	Date:
Name:	Signed:

Contract 703169452

Post: Authority Finance Manager	Date:
Name:	Signed:
Post: Authority Commercial Manager	Date:



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Annex E to Contract 703169452

*Tender for the provision of Dogs with Canine Protection and Detection level 2 (CPADL2) capability and dogs with mobile ground sensing capabilities (MGS ) Contract No: 703169452*



## **DEFFORM 528**

### **IMPORT AND EXPORT CONTROL INFORMATION FOR CONTRACT 703169452**

**Prepared for:**



**MINISTRY OF DEFENCE LE**

STSP SEEC Rowan 2c

#8207

MOD Abbey Wood South

Contract 703169452

Bristol BS34 8JH

Submitted: 9<sup>TH</sup> January 2023  
Version: 1.00

ITT Reference No: **703169452**

**Contact Information:**

REDACTED

REDACTE contract Program

Manager **SALAKA**

E-mail: [info@salaka.co](mailto:info@salaka.co)

Mobile : 07879730899

Website: [https://www.salaka.info /](https://www.salaka.info/)

**Import and Export Control  
Information**

Contract No.	703169452
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1a: Supplier Name	SALAKA LTD
1b: Address	OLIAJI TRADE CENTRE, 1st FLOOR
1c: City/State	VICTORIA, GRAND ANSE MAHE
1d: Post/Zip Code	4321377
1e: Country	SEYCHELLES
1f: CAGE/NCAGE	CPAD LZ / MGS



**Declaration**

I certify that the information provided on this DEFFORM 528 is true, complete and accurate to the best of my knowledge. If there is any change that effects the control classification as described on this Form or I become aware of anything that causes the response to no longer be true, complete and accurate, or if any inaccuracies are identified, I will inform the other party in writing as soon as I become aware of such change.

Printed name	REDACTED
Position or Job Title Held in Company / MOD	DIRECTOR
Address	OLIAJI TRADE CENTRE, 1st FLOOR, VICTORIA, GRAND ANSE MAHE SEYCHELLES
E-Mail	<a href="mailto:info@salaka.co">info@salaka.co</a>
Telephone number	7879730899
Signed (Duly authorised person)	

Date of signature

06/01/2023

***Please print off this Declaration Sheet and provide a signed copy with your Tender submission***

**OFFICIAL SENSITIVE**

*Tender for the provision of Dogs with Canine Protection and Detection level 2 (CPADL2) capability and dogs with mobile ground sensing capabilities (MGS ) Contract No: 703169452*



**DEFFORM 68**

**Hazardous and Non Hazardous Substances, Mixtures or Articles Statement by the Contractor Prepared for:**



**MINISTRY OF DEFENCE**

LE STSP SEEC  
Rowan 2c #8207  
MOD Abbey Wood South Bristol  
BS34 8JH

Submitted: 9<sup>TH</sup> January 2023  
Version: 1.00

ITT Reference No: **703169452**

**Contact Information:**

**REDACTED**

PIXAR2 Contract Program

Manager **SALAKA**

E-mail: [info@salaka.co](mailto:info@salaka.co)

Mobile : 07879730899

Website: [https://www.salaka.info /](https://www.salaka.info/)

## **Hazardous and Non Hazardous Substances, Mixtures or Articles Statement by the Contractor**

Contract Number: 703169452

Contract Title: Procurement of Military Working Dogs (PIXAR2)

Contractor: SALAKA LTD

Date of Contract: 03/03/2023

\* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles to besupplied.  
; or

\* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles to besupplied under the Contract are identified in the Safety Data Sheets or UK REACH Article 33 Communication attached in accordance with either: DEFCON 68

Condition 9 of Standardised Contract 1A/B Conditions .

Contractor's Signature:

Name: REDACTED

Job Title: DIRECTOR

Date: 06/01/2023

\* check box () as appropriate

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*To be completed by the Authority*

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol, BS34 8JH

Email: [DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk](mailto:DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk)