



MOD Terms and Conditions for Less Complex Requirements

1 Definitions - In the Contract:

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

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

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, 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 Commercially Sensitive Information means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule 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 materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

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

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

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

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

2 General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the 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 or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

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

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

3 Application of Conditions

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

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

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

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

6 Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the 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 the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;

- (3) if sent by facsimile or electronic means:
- (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

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

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 Data for Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. 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).

b. 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.

c. 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 are Hazardous Contractor Deliverables; and
- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
- (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. 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 within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the 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 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)

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).

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the 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.

14 Payment

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

15 Dispute Resolution

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

16 Termination for Corrupt Gifts

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

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

17 Material Breach

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

18 Insolvency

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

19 Limitation of Contractor's Liability

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £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.

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

DEFCON 76 (SC1) (Edn 6/21) Contractor's Personnel at Government Establishments

DEFCON 609 (SC1) (Edn 8/18) Contractor's Records

DEFCON 532B (Edn 9/21) Protection of Personal Data

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

DEFCON 658 (SC1) (Edn 9/21) Cyber

21 The special conditions that apply to this Contract are:

Language of the Contract

English shall be the language of the Contract and for all documentation or information required or produced in the course of or in connection with the Contractor's performance of its obligations under the Contract, and all other correspondence. For the avoidance of doubt the Contractor shall be responsible for any translation/interpretation.

Key Performance Indicators (KPIs)

In order to reach and maintain the highest level of performance management for the required outputs, the Contractor shall ensure adherence to the Key Performance Indicators (KPIs) and the targets therein at Annex A to Schedule 5 -Statement of Requirement.

Without prejudice to any other rights or remedies arising under this Contract, if the Contractor fails to achieve any KPI Target the Contractor acknowledges and agrees that the Authority shall have the right to exercise (in its absolute sole discretion) all or any of the following remedial actions:

- i. First KPI Failure – The Authority shall be entitled to require the Contractor, and the Contractor agrees to prepare and provide to the Authority, an improvement plan detailing the reason for the failure and the actions put in place to prevent a repeat occurrence. Such improvement plan shall be submitted to the Authority within ten (10) working days of a written request. The improvement plan shall be subject to approval by the Authority and the Contractor will be required to

implement any approved implementation plan, as agreed with the Authority.

- ii. Second KPI Failure – In addition to all action under the First KPI Failure the Contractor agrees to attend, within a reasonable time, one (1) or more meetings at the request of the Authority in order to resolve the issues raised by the Authority in its notice to the Contractor requesting such meetings
- iii. Third KPI failure – If the Contractor fails to meet KPIs for a 3 month period after a second KPI failure, the Authority will consider this as a Material Breach and will have the right to terminate the Contract.

Following Contract award the Contractor and Authority will agree on four (4) KPIs which may be used for Cabinet Office transparency reporting. The Contractor shall agree to publication of KPI results if required.

Payment

All payments will be made monthly in arrears.

VAT

British Forces Cyprus is exempt from payment of VAT on goods or services received in Cyprus for their official use. Therefore, all prices quoted in the Pricing Schedule are Zero Rating. A Republic of Cyprus VAT Department Form V6a shall be issued to the Contractor upon acceptance of the Contract if required.

Cyber Risk Profile

Further to DEFCON 658 (SC1) the Cyber Risk Profile of the Contract is Low, as defined in Def Stan 05-138.

22 The processes that apply to this Contract are:

Processes are outlined within the Statement of Requirement documentation.

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Schedule 1 – Additional Definitions of Contract

Authorised Driving Instructor (ADI)	Authorised Driving Instructor who is recognised by the DVLA
Authorised Vehicle List (AVL)	A list of Authority owned authorised vehicles
British Forces Cyprus (BFC)	
Contracted Driver Training	Driver training as out lined within the Statement of Requirement
Record Card	Form used to record driver training information such as contractor details, candidate details; test details and unit comments.
Defence Driving Examiners (DDE)	Ministry of Defence examiners for all driving licence categories.
DeLTA Administrative Officer (DAO) contractor and issuing paperwork and maintaining records in relation to the Contract	Administrative Officer with the responsibility for day to day liaison with the
Defence Licensing and Testing Authority (DeLTA)	The Ministry of Defence licensing and testing organisation for personal authorised to driver military vehicles.
Designated Officer (DO)	Referred to as the Project Officer on Defform 111. The Authority's lead on day to day matters regarding the contract
Designated Officer's Representative (DOR)	Person who has authority from the Designated Officer to act on his behalf
Driver and Vehicles Standards Agency (DVSA) standards	Organisation of the UK Government which inform vehicle regulations and
Driving Standards Agency (DSA) standards	Organisation of the UK Government which informs driving regulations and
Eastern European Time (EET)	
European Union (EU)	
Key Performance Indicators (KPI)	Measureable indicators of used to monitor performance
Orders to Train (OTT)	Application form used to book driver training
Personnel Protective Equipment (PPE) of injury or infection	Equipment such as gloves, masks and gowns worn by people who are at risk
Republic of Cyprus (ROC)	
Memorandum of Understanding (MoU)	Document describing the broad outlines of an agreement that two or more parties have reached
Minimum Test Vehicle (MTV)	Minimum test vehicle used for driver training.
Ministry of Transport (MOT)	
Sovereign Base Area Police (SBAP)	Police force with jurisdiction within the Sovereign Base Area
Sovereign Base Area (SBA)	British overseas territory on the island of Cyprus
Sovereign Base Area Administrator (SBAA)	Administrator for the Sovereign Base Area
Sovereign Base Area Customs & Immigration	Customs and Immigration for the Sovereign Base Area
Statement of Requirement (SOR)	Detailed document outlining the scope and requirement of the contract deliverables.
Schedule of Requirement	Pricing Schedule

Schedule 2 – Schedule of Requirements for Contract No: 702225452

Item	Requirement	Year 1	Year 2	Year 3	Year 4
		Dates to be confirmed at contract award	Dates to be confirmed at contract award	Dates to be confirmed at contract award	Dates to be confirmed at contract award
		Firm Price € (ex VAT)	Firm Price € (ex VAT)	Firm Price € (ex VAT)	Firm Price € (ex VAT)
		Price per pupil	Price per pupil	Price per pupil	Price per pupil
1	Category C, C+E Licences. Inclusive of all training and associated administration and licence and test fees to obtain licence	REDACTED	REDACTED	REDACTED	REDACTED
2	To provide all necessary training only to achieve Category C, C+E licences	REDACTED	REDACTED	REDACTED	REDACTED
3	Category D, D1 Licences. Inclusive of all training and associated administration and licence and tests fees to obtain licence	REDACTED	REDACTED	REDACTED	REDACTED
4	To provide all necessary training only to achieve Category D, D1 licences.	REDACTED	REDACTED	REDACTED	REDACTED
	Contract Management (in be included as part of the "Price Per Pupil")	N/A	N/A	N/A	N/A

All payments are to be made monthly in arrears

Schedule 3 - Contract Data Sheet for Contract No: 702225452

Contract Period	<p>Effective date of Contract: 01 June 2022</p> <p>The Contract expiry date shall be: 31 May 2026</p> <p>There are no option years with this contract</p>
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: see Deform 111 Box 1</p> <p>Contractor: tbc on Contract award</p>
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within _____ Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements:</p> <p>ISO 9001 or equivalent</p>
Clause 10 – Delivery/Collection	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input checked="" type="checkbox"/></p> <p>Special Instructions: as per the Statement of Requirement</p>

Clause 13 – Progress Meetings	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Contract Review Meetings</p> <p>Frequency: Quarterly</p> <p>Location: via MS Teams</p> <p>Type: Start up Meeting</p> <p>Frequency: (to be arranged with the Designated Officer see DF111 box 2)</p> <p>Location: via MS Teams</p> <p>Type:- Ad Hoc Meetings</p> <p>Frequency: - At the request of either the Authority or Contractor</p> <p>Location: via MS Teams:</p>
Clause 13 – Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type: as per the Statement of Requirement</p> <p>Frequency: as required</p> <p>Method of Delivery: electronically</p> <p>Delivery Address: as per Box 2 of Deform 111</p>

Appendix - Addresses and Other Information

1. Commercial Officer – this box to be completed on Contract Award

Name: REDACTED

Address: REDACTED

Email: REDACTED

☎ REDACTED

2. Designated Officer, Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available) – this box to be completed on Contract Award

Name: REDACTED

Address: REDACTED

Email: REDACTED

☎ REDACTED

3. Packaging Design Authority

Organisation & point of contact:

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



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



(b) U.I.N. NGB003

5. Drawings/Specifications are available from

6. Intentionally Blank

7. Quality Assurance Representative:

Name:

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

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

8. Public Accounting Authority

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

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

9. Consignment Instructions

The items are to be consigned as follows:

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. **JSCS**

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

JSCS Fax No. 01869 256837

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

11. The Invoice Paying Authority

Ministry of Defence

☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

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

* NOTE

1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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

Personal Data Particulars

DEFFORM 532

Edn 10/19

Data Controller	The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by: REDACTED
Data Processor	The Data Processor is the Contractor. The Personal Data will be processed at: REDACTED
Data Subjects	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: REDACTED
Categories of Data	The Personal Data to be processed under the Contract concern the following categories of data: <i>[please specify]</i> <i>Name / Address / Driving Licence Number</i>
Special Categories of data (if appropriate)	The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>[please specify]</i> <i>Nil</i>
Subject matter of the processing	The processing activities to be performed under the contract are as follows: <i>[please specify]</i> <i>Subject Data will be used to arrange Driving Licence and Driving Test Applications within the Republic of Cyprus.</i>
Nature and the purposes of the Processing	The Personal Data to be processed under the Contract will be processed as follows: <i>[please specify]</i> <i>Personal details will be emailed to the Contractor as an Order To Train (OTT). These will then be used to apply for licences and tests.</i>
Technical and organisational measures	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>[please specify]</i> <ul style="list-style-type: none"> <i>Data to be held in a password protected system</i> <i>Contractor will ensure only authorised access to the data.</i> <i>At the conclusion of the requirement (Training Completed) Contractor will confirm individual records have been deleted.</i>
Instructions for disposal of Personal Data	The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): <i>[please specify]</i> <i>Personal data will only be held for the minimum amount of time to allow the individual to be trained and on conclusion the Contractor will confirm that the data has been deleted.</i>
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>N/A</i>

Capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations

**Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)
for Contract No: 702225452**

Contract No: 702225452
Description of Contractor's Commercially Sensitive Information: REDACTED
Cross Reference(s) to location of sensitive information: REDACTED
Explanation of Sensitivity: REDACTED
Details of potential harm resulting from disclosure: REDACTED
Period of Confidence (if applicable): REDACTED
Contact Details for Transparency / Freedom of Information matters: Name: REDACTED Position: REDACTED Address: REDACTED Telephone Number REDACTED Email Address: REDACTED

Schedule 5 – Statement of Requirement for Contract No: 702225452

1	OVERVIEW	<p>a. To provide Instructed licence acquisition training through Contracted Driver Training (CDT) within the Republic of Cyprus (RoC) and Sovereign Base Areas (SBA) on behalf of the Sovereign Base Area Police (SBAP) & Sovereign Base Area Customs & Immigration (SBA C&I). To include, but not limited to, all license fees, appointment fees, driving test cost, and lessons to enable the student to obtain a full licence.</p> <p>b. CDT shall be in the form of:</p> <p>(i) Category C / C+E / D / D1</p> <p>c. The estimated number of students over the first two years of the contract are at:</p> <p>(1) 6 Category C/C+E</p> <p>(2) 81 Category D/D1</p> <p>(3) Estimated number of students for years 3 & 4 are approx. 18 students per year.</p> <p>d. Training is estimated to take between 2-5 days unless agreement through the reporting process</p> <p>e. The Contractor shall work together with the Authority to ensure that CDT is delivered in the most cost-effective manner possible.</p> <p>f. The Contractor shall work together with the Authority to maximise efficiency.</p> <p>g. The contractor is to inform the Designated Officer (DO), (see Def Form 111 Box 2) or their Representative (DOR) when a candidate is deemed to be at the required standard for test.</p>	<p>The Contractor shall be responsible for providing any service connected with CDT of personnel if so instructed by the Authority.</p> <p>A holistic view of the services being provided shall be taken, to include taking into account all tasks being undertaken and co-ordinating service delivery where possible.</p>
2	CONTRACTORS AUTHORISED VEHICLES	<p>a. The Contractor shall provide a full Authorised Vehicle List (AVL) intended for use for the Contract which shall be available throughout the Contract, including Minimum Test Vehicle (MTV) for the training being provided.</p> <p>b. The Contractor shall only supply vehicles in accordance with the Republic of Cyprus Transport policy.</p> <p>c. All vehicles provided shall be registered in the Republic of Cyprus (RoC) and as such, shall carry a RoC Registration Certificate. Registered and licensed by the RoC Department of Road Transport as required under RoC Law 101(I) of 2001(Road Transport Business Operation)</p> <p>d. All vehicles provided which are over 2 years old, shall have a valid RoC MOT Certificate.</p> <p>e. The Contractor shall ensure that all vehicles used comply with current roadworthiness regulations.</p>	
3	CONTRACTOR MANAGEMENT AND SUBCONTRACTING	<p>a. The Contractor shall be responsible for:</p> <p>(1) Receipt and confirmation of Orders to Train (OTT).</p> <p>(2) Provision of the requested Instructors and vehicles at the specified location and time.</p> <p>(3) Flow down of any standards/contractual terms to any subcontractors.</p>	

		<p>(4) Ensuring that all Contractor personnel shall have the necessary valid licenses to carry out their tasks.</p> <p>(5) Producing monthly invoicing (not for payment).</p> <p>(6) Ensuring that all records regarding each OTT are duly maintained and once training is complete all records are handed to the DOR and all electronic records are fully deleted from systems</p> <p>(7) Attending meetings as requested by the Authority.</p> <p>(8) Elements of the Contract may be subcontracted. Management of subcontractors shall be the responsibility of the Prime Contractor.</p>	
4	VEHICLE AND INSTRUCTORS PASSES	<p>It is not envisaged that access to a military facility is required however if it is deemed necessary by the Authority:</p> <p>a. Relevant vehicles shall have Military Camp Access Passes issued to them by the Authority to enable them to gain access to the Authority's premises. Passes will only be issued to vehicles which appear on the AVL.</p> <p>b. All Contractor employed Instructors requiring access to military facilities shall have Military Camp Access Passes issued to them by the Authority. Pass Application Forms shall be provided by the Authority.</p> <p>c. The Contractor shall ensure no misuse of access passes.</p> <p>d. Criminal Record Checks from the Republic of Cyprus and/or UK Authorities (Police) shall be presented to the Authority with each pass application form. The cost of these checks shall be borne by the Contractor/applicant. All Criminal Records checks are to be produced in English</p> <p>e. Passes/Access to Third Country Nationals (Not Greek/Turkish Cypriot and Not British) shall only be granted following an extensive scrutiny by the relevant BFC Security Unit.</p> <p>f. The Authority reserves the right to deny access to any individual.</p>	
5	WORKING DAY AND PUBLIC HOLIDAY WORKING	<p>a. The Contractor may be requested to provide services during official Cypriot Public Holidays and during weekends. This shall be carried out by the Contractor at no additional cost.</p> <p>b. The working day is expected to be between 0700 - 1700hrs (EET). Any variations must be agreed by the Authority.</p>	
6	DATA CAPTURE	<p>a. The Contractor shall have IT systems capable of accepting and confirming electronic OTT and communications, recording daily tasks, task amendments and production of invoices.</p> <p>b. The acceptance and confirmation of the OTT and any subsequent amendments shall be run on an hour basis.</p> <p>c. An automated response shall be expected from the Contractor upon receipt of an OTT or any amendments not later than half an hour after placement, to confirm receipt and acceptance.</p> <p>d. Any communications shall be compatible with Microsoft Word and PDF.</p>	

		<p>e. A backup communication system, not IT based (fax and telephone), shall be readily available in case of IT system failure.</p> <p>f. The Contractor shall ensure no personal information of students is retained on completion of training and whilst in their possession any personal details is protected by limited access.</p>	
7	COMPLAINTS PROCEDURES	a. The Contractor shall acknowledge all complaints made by the Authority within 24 hours of receipt and shall provide a full written explanation to the Designated Officer (DO). within three (3) working days from the time of complaint receipt.	
8	QUALITY MANAGEMENT & ACCREDITATIONS	a. The Contractor shall have in place formal Quality Assurance Accreditations and provide a copy of the valid certification to the Authority. If a formal Quality Assurance Accreditation is not in place then a plan on how this will be achieved within the first 9 months from Contract award is to be provided.	ISO 9001 or equivalent.
9	REPORTS	<p>a. The Contractor is to submit an Assessment Point Withdrawal Report to the DOR if the performance is deemed to necessitate withdrawal from training.</p> <p>b. Assessment Point Withdrawal report can be submitted between 6 and 10 hours of training.</p> <p>c. All records shall be made available to the Authority on request with 72hrs.</p> <p>d. Final decision on withdrawal from training will rest with the Authority.</p>	
10	CONTRACTOR PREMISES & MANPOWER	<p>a. The Contractor shall have in place the necessary infrastructure to meet the demands placed by the Authority.</p> <p>b. A Single Point Of Contact shall be provided by the Contractor and shall be used throughout the duration of the Contract.</p>	
11	AUTHORISED INSTRUCTORS	a. All Instructors are to be of a member of an approved authority in accordance with RoC/EU regulations.	
12	TESTING AUTHORITY	<p>a. All examinations will be conducted to RoC standards to enable suitable RoC licence classifications.</p> <p>b. All examinations are to be completed for RoC licences.</p> <p>c. The contractor is to inform the DOR when a candidate is deemed to be at the required standard for test.</p>	
13	TRAINING AIDS AND PERSONNEL PROTECTIVE EQUIPMENT	a. The contractor shall provide all training aids, personnel protective equipment and relevant literature to deliver training in accordance with the RoC Regulations	
14	MEETINGS	<p>a. All meeting will be held on Microsoft Teams</p> <p>b. Contract Review Meetings will be held on a quarterly basis with a structured agenda by the Authority. All KPI and complaints will be discussed as a minimum.</p>	
15	KEY PERFORMANCE INDICATORS	a. All Key Performance Indicators metrics shall be provided on request by the Authority within 72hrs.	

KEY PERFORMANCE INDICATORS (KPI)

Serial	Indicator	Definition	Calculation	Period	Threshold	
KPI 1	Responses to Order to Train (OTT)	The contractor will confirm acceptance and inform the Authority of details of the Instructor in accordance with the Order to Train (OTT) requirements.	OTT issued by the DO a response within 2 working days of acceptance and instructor details.	Quarterly	Good	>90%
					Approaching Target	≥85% - ≤ 89%
					Requires Improvement	≥80% - ≤ 84%
					Inadequate	≤ 80%
KPI 2	Pass Rate Category C / C+E	The contractor will provide tuition/instruction in accordance with the Order to Train (OTT).	Pass rate of category C+E candidates	Quarterly	Good	≥70%
					Approaching Target	≥60% - ≤ 69%
					Requires Improvement	≥50% - ≤ 59%
					Inadequate	≤ 49%
KPI 3	Pass Rate Category D / D1	The contractor will provide tuition/instruction in accordance with the Order to Train (OTT).	Pass rate of category D, D1 candidates	Quarterly	Good	≥70%
					Approaching Target	≥60% - ≤ 69%
					Requires Improvement	≥50% - ≤ 59%
					Inadequate	≤ 49%
KPI 4	Complaint Procedure	All complaints are to be recorded in a register and copies of the Service Provision Report. Records of corrective action must be maintained, and documented within the companies Business Plan	All complaints must be resolved to a satisfactory standard within 14 days of receipt	Quarterly	Good	>90%
					Approaching Target	≥85% - ≤ 89%
					Requires Improvement	≥75% - ≤ 84%
					Inadequate	≤ 74%
KPI 5	Assessment Point Withdrawal Report	The contractor is to submit an Assessment Point Withdrawal report to the DO between 6 and 10 hours of Instructor if the candidates performance is deemed to necessitate withdrawal from training.	The report must provide full details and justification for withdrawal. The DO will have the final decision on all Assessment Point Withdrawals. All Assessment Point Withdrawals will account against the 70% pass rate.	Quarterly	Good	>90%
					Approaching Target	≥85% - ≤ 89%
					Requires Improvement	≥75% - ≤ 84%
					Inadequate	≤ 74%
KPI 6	Compliant Training Aids and Personnel Protective Equipment	The contractor must provide all training aids, personnel protective equipment and relevant literature to deliver training in accordance with the DSSA/DVSA Regulations	Quantity and serviceability (to include expiry date items) of all equipment	Quarterly	Good	≥95%
					Approaching Target	≥90% - ≤ 94%
					Requires Improvement	≥80% - ≤ 89%
					Inadequate	≤ 79%

RECOGNISED PICK UP AND SET DOWN POINTS

Pick Up and Set Down Locations for Contract Driver Training for SBA Police and Customs

Ser	Pick Up and Set Down Locations		Remarks
1	Dhekelia Police Station	Sovereign Base Area	
2	Episkopi Police Station	Sovereign Base Area, M1	

Assessment Point Withdrawal Report

CANDIDATE DETAILS

CATEGORY: C / C+E / D / D1 (*Delete as applicable)	Rank:	Name & Initials:	Number	Total Hours Trained:
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INSTRUCTOR ASSESSMENT REPORT. (Continue on separate sheet if required)

Name of Instructor. - In Block Captials:Signed. Date

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AUTHORITY DRIVING INSTRUCTOR COMMENTS AND DECISION

Name - In Block CaptialsSigned. Date

ADDITIONAL NOTES Please ensure any additional notes are signed at the bottom and clearly identifies who has made them by adding the name in legible block captials.

END TO END PROCESS FLOW DIAGRAM

