



[REDACTED]  
Def Comrcl Head Office Business Partner 3-1

Ministry of Defence  
Kentigern House  
65 Brown Street  
Glasgow G2 8EX  
United Kingdom

Email: [REDACTED]

K International

Your Reference:

FAO  
[REDACTED]

Our Reference: 705136450

14 Davy Avenue  
Milton Keynes  
MK5 8PL

Date: 4 November 2022

FAO

Dear Sir/Madam,

Invitation To: Tender Reference Number: 705136450 - Provision of DAIB Transcription Services

1. You are invited to tender for the provision of Transcription Services for DAIB (Defence Accident Investigation Branch), with the attached documentation.
2. The requirement is for DAIB transcription services.
3. The anticipated date for the Contract award decision is 7/12/2022 please note that this is an indicative date and may change. The indicative starting date for the contract is 9/12/2022.
4. You must submit your Tender to the Defence Sourcing Portal by 18/11/2022.
7. This ITT Reference Number: 705136450 is graded Official, although in accordance with the paragraph 10 of the SOR Statement of Requirement in Schedule 1, some of the contract deliverables are classified above Official and therefore a SAL- Security Aspects Letter will be issued to the winning Bidder on the award of the contract.

Yours faithfully

**Invitation to Tender**  
**for**  
**DAIB Transcription services**

## Contents

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

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Tender. The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
  - Section A – Introduction Page 4
  - Section B – Key Tendering Activities Page 9
  - Section C – Instructions on Preparing Tenders Page 10
  - Section D – Tender Evaluation Page 10
  - Section E – Instructions on Submitting Tenders Page 13
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  - DEFFORM 47 Annex A – Tender Submission Document (Offer)
    - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations Page 19
- Schedule 1 -Statement of Requirement SOR Page 26
- Schedule 2 - Pricing Schedule Page 34
- Schedule 3 – MOD Contract Terms and Conditions Page 38
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## Section A – Introduction

### DEFFORM 47 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A15. A **Sub-Contractor** means any party engaged or intended to be engaged by the

Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

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

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

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

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

## **Purpose**

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

- a. timetable for the next stages of the procurement;
- b. instructions, conditions and processes that govern this competition;
- c. information you must include in your Tender and the required format;
- d. arrangements for the receipt and evaluation of Tenders;
- e. criteria and methodology for the evaluation of Tenders; and
- f. Contract Terms & Conditions;

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

A22. This requirement is exempt from advertising.

A23. This ITT is subject to the Public Contract Regulations 2015

A24. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage under the Restricted procedure.

A25. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the DSP.

A26. Funding has been approved for this requirement.

## **ITT Documentation and ITT Material**

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

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or ITT Material to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;

- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A27, which as a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and/or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. immediately confirm destruction of (or in the case of software, that it is beyond use) all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

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

### **Tender Expenses**

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

### **Consortia and Sub-Contracting Arrangements**

A30. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

### **Material Change of Control**

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

- a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;
- b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or

in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or

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

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

Arrangement, including:

- i. the form of legal arrangement by which the Consortium Arrangement or SubContracting Arrangement will be structured;
- ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;
- iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and
- iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

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

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

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

- a. they fail to re-submit to the Authority the updated relevant section of their PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than 5 business days following request from the Authority; or
- b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

## **Contract Terms & Conditions**

A35. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the [Knowledge in Defence \(KiD\)](#)  website.

A36. The Contract Terms & Conditions are applied as per the contract form SC1A attached. Additional DEFCONS and DEFFORMS are listed in the attached schedule 5.

## Other Information

A37. The Armed Forces Covenant:

- a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.
- b. The Covenant is based on two principles:
  - i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
  - ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

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

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

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

Email address: [employerrelations@rfca.mod.uk](mailto:employerrelations@rfca.mod.uk)

Address: Defence Relationship Management  
Ministry of Defence  
Holderness House  
51-61 Clifton Street  
London  
EC2A 4EY

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

A38. SI and NSI Panels collect evidence to support their investigations, analysis and subsequent reports. Much of this evidence is in the form of witness statements, which can either be transcribed by hand during the interview or, more commonly, recorded using a digital audio recording device. Audio recordings are the preferred technique because accident investigators are encouraged to allow witnesses to give a free-flowing account of what happened, rather than have them respond in short statements to specific questions posed by the investigators. This invariably leads to a lengthy interview which, in turn, makes hand-writing



the record a significant obstacle to a free-flowing interview. SI and NSI Panels and DAIB staff doing related work may also require translations of documents not published in English.

When the SI Panels write their reports, they must ensure that a record of the proceedings is made. When completed the record must contain transcripts of oral evidence given to the panel. These transcripts form Part 2 of the SI report and are held in case there is any subsequent challenge to or other enquiry concerning the findings of the SI. As good practice, the DAIB requires NSI Panels to follow the same process.

The DSA has neither the in-house expertise nor resources to produce transcripts from oral evidence and so there is a need for external support.

## **Section B – Key Tendering Activities**

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

<b>Stage</b>	<b>Date &amp; Time</b>	<b>Responsibility</b>	<b>Submit to:</b>
Issue ITT	4/11/2022	The Authority	Defence Sourcing Portal
Final date for Clarification Questions/Requests for additional information	08/11/2022	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	11/11/2022	The Authority	All Tenderers
Tender Return	18/11/2022	Tenderers	Defence Sourcing Portal
Tender Evaluation	5/12/2022	The Authority	N/A
Contract Award	7/12/2022	The Authority	Defence Sourcing Portal

### **Notes**

#### **Tenderers Conference**

B1. A Tenderers Conference is not being held.

#### **Clarification Questions**

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

#### **Tender Return**

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

#### **Negotiations**

B4. Negotiations do not apply to this tender process.

## **Section C - Instructions on Preparing Tenders**

### **Construction of Tenders**

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Price. A price breakdown must be included in the Tender.

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

### **Validity**

C3. Your Tender must be valid and open for acceptance for 90 days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further 30 calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to 14 calendar days after any legal proceedings have concluded.

## **Section D – Tender Evaluation**

D1. Annex A to Section D details how your Tender will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria.

D2. Negotiations do not apply to this tender process.

### **Evaluation of Tenders**

D3. It is mandatory for the Bidders to provide both Transcription Services and Translation Services, otherwise the bid will be rejected.

D4. Specifically for the Translation Services, the Authority does not expect this service to be a major feature of any contract and therefore intends to exclude this service from the financial evaluation other than that, the maximum price it will accept is the CCS RM6141 Language Services Framework price per word and reserves the right to deem non-compliant any bids in excess of this figure.

D5. While the Authority would like bidders to propose firm prices for the Option Years as well as the first two years of the Contract, it does accept that this may not be reasonable in the current economic climate. For this reason, the Authority intends only to include the first two years firm prices in the financial evaluation (i.e. not the Option Years). Nevertheless, the Authority does require bidders to quote firm prices for the Option Years or state which Output

Index they expect to be used on their Year 2 firm prices to calculate their Option Years prices in the event that the Authority considers taking up either or both of the Option Year.”

D6. On receipt of Tenders, the Authority shall evaluate each individual bid as follows:

- The commercial evaluation is undertaken first by representatives of DEF Comrcl – HO BP3-1. This is processed by checking all bids are submitted as per the instructions of the ITT. Only bids passing this stage proceed to the technical stage.
- The Technical Evaluation will be undertaken by representatives from DAIB – Defence Accident Investigation Branch. Only bids that are commercially and technically compliant will qualify for the financial evaluation.
- The Financial Evaluation will also be undertaken by representatives of DEF Comrcl – HO BP3-1. The evaluation is taken by dividing the technical score by the financial score in accordance with the weightings and formula below.

D7. The evaluation is calculated with a combination of the technical score and financial score. The final score is weighted 60/40 in favour of the technical score.

$$\text{Score} = \frac{\text{Technical Score}^{\frac{wQ}{wC}}}{\text{Financial Score}}$$

Where: wQ = weighting of technical criteria (in this case 60%)  
wC = weighting of financial criteria (in this case 40%)

D8. The Technical Score will be calculated based on the Bidder's answer to Technical Questions from the Tender Evaluation Matrix, Annex A to this Section.

D9. Based on the above formula, to conduct the financial evaluation, the Authority will exclude the translation price but will use all of the 2 years transcription prices to calculate the financial score, giving the routine prices a 90% weighting against 10% for urgent prices. This will enable the Authority to use a fairly calculated average price for each bidder in the financial and therefore overall evaluation.

$$\text{financial score} = 0.9 * (\text{routine price year 1} + \text{routine price year 2}) + 0.1 * (\text{urgent price year 1} + \text{urgent price year 2})$$

**Annex A – Technical Evaluation Matrix**

ITT Question	Criterion	Score (0-5)	Weighting (1-3)	Total Score
<b>A</b>	Please demonstrate that you can process audio recordings in the specified file formats. Please confirm that you will adapt to any new industry formats. SOR Para 2, 7a		3	0
<b>B</b>	Please demonstrate that you can process audio recordings in English but with regional accents present. SOR Para 6a		3	0
<b>C</b>	Please demonstrate that you can accept and process electronic document files in the specified file formats. SOR Para 7b		2	0
<b>D</b>	Please demonstrate that you can accept data from and return data to MOD using the physical transfer means specific in the SOR. SOR Para 9		2	0
<b>E</b>	Please demonstrate that you can supply transcripts and translations back to the MOD in the specific file formats. SOR Para 7c		3	0
<b>F</b>	Please demonstrate that the user can easily upload files and that they can accept files of the size required by the SOR, uploaded singly or in groups during a single log in-session. SOR Para 8b, 8c, 8d		2	0
<b>G</b>	Please demonstrate that you can complete transcriptions and translations within the timelines specified in the SOR. SOR Para 4, 13		3	0
<b>H</b>	Please demonstrate that you can handle the potential volume of work, within the specific timescales in the SOR. Para 14		3	0
<b>I</b>	Please demonstrate that you are able to transfer files electronically from and to the MOD, within the defined security constraints. SOR Para 8a,8e-8i		3	0
<b>J</b>	Please demonstrate that you will be able to comply with the MOD's Security Policy Framework. SOR Para 10.		3	0
<b>K</b>	Please confirm that you already have Information and Communications Technology (ICT) security accreditation or agree to obtain ICT security accreditation if they are awarded the contract and provide weekly updates to DAIB on progress with the ICT security accreditation application. SOR Para 11		Yes /No	
<b>L</b>	Please demonstrate that you can comply with the file retention and destruction requirements specified in the SOR. SOR Para 12		2	0
<b>M</b>	Please demonstrate that you can translate documentation from commonly used languages, notably French, German and Spanish. SOR Para 3, 6b, 16, 17		2	0
<b>N</b>	Please demonstrate how you will provide an appropriate level of quality assurance. SOR Para 17		2	0
<b>O</b>	Please demonstrate how you will provide the required points of contact. SOR Para 19a and 19b		3	0
<b>P</b>	Please demonstrate how you will meet the requirement for Review Meetings. SOR Para 20		1	0
<b>Q</b>	Please demonstrate how you will provide the required management information. SOR Para 21 .		2	0
<b>R</b>	Please demonstrate how you will provide the three-monthly report. SOR Para 22		1	0
<b>S</b>	Please demonstrate that you have a recruiting process/policy to reduce workforce inequality. SOR para 24a, 24b, 25, 20f		2	0
<b>T</b>	Please demonstrate that you have processes/policies in place to ensure equal pay, Living Wage, flexible working, developing talent and a grievance process. SOR 24c-24f, 25, 20f		2	0

**Weightings**

3 = High

2 = Medium

1 = Low

- The Authority's expectation is that Bidders should score a 3 or above for each of the questions detailed above which, with weighting, will result in a score of 132 or above. However, the Authority reserves the right to award a contract to bidders who score below a 3 for a question where it is satisfied that their overall technical ability is acceptable.
- Question K - Bidders who do not confirm that they have or will apply for ICT security

accreditation and provide weekly updates to DAIB may be deemed as non-compliant.

- Each question has to be answered on a separate page and has to be a bespoke, stand alone, answer without references to other answers or references elsewhere in the tender;
- Only your answer to the questions will be evaluated. Please do not include flyers or brochures or any other corporate literature.
- The Tender Return should be written in English, using Arial font size 11, no more than half A4 page for the Questions P and R and no more than a whole A4 page for all the other Questions, including relevant diagrams / maps / designs. Where the evidence exceeds this requirement, a line will be drawn through the pages of the Tender Return in excess of the page limit specified, and this part of the Tender Return will not be considered by the Authority”.

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

#### **The Tenderer must return:**

1. Completed Annex A to this ITT (one copy).
2. Completed Technical Evaluation Matrix, Annex A to Section D (one copy).
3. Completed Pricing Schedule 2 (two copies).
4. Completed DEFFORM
  - DEFFORM 539A (Tenderer's Commercially Sensitive Information Form) – Edition 01/22
  - DEFFORM 532 (Personal Data Particulars)- – Edition 10/19.

[Any other relevant documentation for requirement e.g. Technical Drawings, Safety Data Sheet, etc].

## Section E – Instructions on Submitting Tenders

### Submission of your Tender

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by 30/9/22. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITT 705136450.

E2. Your priced Tender and priced ITT Documentation must only be submitted to the commercial envelope of the DSP ITT. You must ensure that there are no prices present in the technical or qualification (if applicable) envelopes of the DSP ITT. The Authority has the right to request, at its discretion, that any pricing information found in the technical or qualification (if applicable) envelopes is redacted in accordance with paragraph E3.

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

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact [flaviafanchin.moedinger100@mod.gov.uk](mailto:flaviafanchin.moedinger100@mod.gov.uk) if you have a requirement to submit documents above OFFICIAL SENSITIVE.

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact [flaviafanchin.moedinger100@mod.gov.uk](mailto:flaviafanchin.moedinger100@mod.gov.uk) to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

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

### Lots

E7. This requirement has not been split into lots

### Variant Bids

E8. The Authority will not accept variant bids.

### Samples

E9. Samples are not required.

## **Section F – Conditions of Tendering**

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

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

- a. vary the terms of this ITT in accordance with applicable law;
- b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
- c. visit your site;
- d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITT;
- e. disqualify any Tenderer that is guilty of misrepresentation in relation to their Tender, expression of interest, the dynamic PQQ or the tender process;
- f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34.
- g. withdraw this ITT at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
- h. re-issue this ITT on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014;
- i. choose not to award any Contract as a result of the current tender process;
- j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

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

### **Conforming to the Law**

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

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

### **Bid Rigging and Other Illegal Practices**

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

Defence Regulatory Reporting Cell Hotline  
0800 161 3665 (UK) or  
+44 1371 85 4881 (Overseas)

### **Conflicts of Interest**

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

- devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
- enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
- canvass the Authority or any employees or agents of the Authority in relation to this procurement; or
- attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

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

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

- a. the manner of operation and management;
- b. roles and responsibilities;
- c. standards for integrity and fair dealing;
- d. levels of access to and protection of competitors' sensitive information and Government Furnished Information;
- e. confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);



- f. the Authority's rights of audit; and
- g. physical and managerial separation.

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

### **Government Furnished Assets**

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

### **Standstill Period**

F12. The Standstill period does not apply.

### **Publicity Announcement**

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

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

### **Sensitive Information**

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

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

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

in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

### **Reportable Requirements**

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

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

## Ministry of Defence

## Tender Submission Document (Offer) – Ref Number [ITT- 705136450]

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

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

<b>Applicable Law</b>				
I agree that any Contract resulting from this competition shall be subject to English Law				Yes / No
<b>Total Value of Tender (excluding VAT)</b>				
£ .....				
WORDS .....				
<b>UK Value Added Tax</b>				
If registered for Value Added Tax purposes, insert:				
a. Registration No.....				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
<b>Location of work (town / city) where Contract will be performed by Prime:</b>				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-Contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
<b>Mandatory Declarations</b> (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			<b>Tenderer's Declaration</b>	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528.			Yes* / No	
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?			Yes*/No	
Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions?			Yes* / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?			Yes* / No / N/A	
Have you completed Form 1686 for Sub-Contracts?			Yes* / No	
Have you completed the compliance matrix / matrices?			Yes / No / N/A	
Are you a Small Medium Sized Enterprise (SME)?			Yes / No	
Have you and your Sub-Contractors registered with the Prompt Payment Code with regards to SMEs?			Yes / No	
Have you completed and attached Tenderer's Sensitive Information form?			Yes* / No	

If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly	Yes* / No
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?	Yes / No / Not Required
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?	Yes / No / Not Required
Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITT?	Yes / No
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
<b>Tenderer's Declaration of Compliance with Competition Law</b>	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ul style="list-style-type: none"> <li>a. the offered price has not been divulged to any Third Party;</li> <li>b. no arrangement has been made with any Third Party that they should refrain from tendering;</li> <li>c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion;</li> <li>d. no discussion with any Third Party has taken place concerning the details of either's proposed price; and</li> <li>e. no arrangement has been made with any Third Party otherwise to limit genuine competition.</li> </ul> <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government tender processes, including value for money and related purposes. We certify that we have identified any Sensitive Information in the Tenderer's Sensitive Information form (DEFFORM 539A).</p>	
Dated this..... day of ..... Year .....	
Signature: _____ In the capacity of _____	
(Must be scanned original) (State official position e.g. Director, Manager, Secretary etc.)	
<b>Name:</b> (in BLOCK CAPITALS)  <b>duly authorised to sign this Tender for and on behalf of:</b>  (Tenderer's Name)	<b>Postal Address:</b>  <b>Telephone No:</b> <b>Registered Company</b> <b>Number: Dunn And</b> <b>Bradstreet number:</b>

## **Information on Mandatory Declarations**

### **IPR Restrictions**

1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.
2. In particular, you must identify:
  - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
  - b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables;
  - c. the nature of any allegation referred to under sub-paragraph 2.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information; and / or
  - d. any action you need to take, or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 2.b.
3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

### **Notification of Foreign Export Control Restrictions**

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

will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

6. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant Contract, you must provide the following information in your Tender: Whether all or part of any Contractor Deliverables are or will be subject to:

- a. a non-UK export licence, authorisation or exemption; or
- b. any other related transfer control that restricts or will restrict end use, end user, retransfer or disclosure.

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

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

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

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

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

## **Import Duty**

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

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

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

## **Cyber Risk**

14. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of 'Moderate'. The Risk Assessment Reference is 532009610. Tenderers are required to complete the Supplier Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Implementation Plan as appropriate.

## **Sub-Contracts Form 1686**

15. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. Form 1686 and further guidance can be found in the Cabinet Office's Contractual Process.

## **Small and Medium Enterprises**

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

17. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their Sub-Contractors are encouraged to make their own commitment and register with the <https://www.smallbusinesscommissioner.gov.uk/ppc/>.

18. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policies and our SME Action Plan can be found at Gov.UK and the DSP.

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

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

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

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

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

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

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

### **Electronic Purchasing**

25. Tenderers must note that use of the Contracting, Purchasing and Finance (CP&F) electronic procurement tool is a mandatory requirement for any resultant Contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

### **Change of Circumstances**

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

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

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

### **Defence Safety Authority (DSA) Requirements**

28. There are no DSA Requirements.

### **Bank or Parent Company Guarantee**

29. You will be informed whether you are required to provide a Bank or Parent Company Guarantee. In the event that you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.

### **TUPE**

30. Transfer of Undertakings (Protection of Employment) Regulations 2006 may apply.



31. While the Authority does not envisage that provision of this service would require the full-time services of any one individual, leading to the conclusion that TUPE might not apply, it is the responsibility of each Bidder to decide whether to submit a TUPE or non TUPE bid. Bidders must make their position about TUPE clear in their bid and must explain the rationale for doing so.

## **STATEMENT OF REQUIREMENT FOR TRANSCRIPTION SERVICES IN SUPPORT OF DEFENCE SAFETY AUTHORITY SERVICE INQUIRIES AND OTHER FUNCTIONS**

### **Background**

1. The Director General (DG) of the Defence Safety Authority (DSA) is the convening authority for safety related Service Inquiries (SI), which are statutory investigations under the Armed Forces (Service Inquiry) Regulations 2008. During DSA convened SIs, a Panel, typically comprising three members, will conduct interviews with witnesses to accidents or with others who might have information related to accidents. These interviews will usually be recorded on a digital electronic recording device.
2. Once recorded, if the SI Panel considers that there is evidence in the witness testimony that is relevant to the SI, then they will require a transcription of the audio recording(s) into a written copy, which can then be printed and signed by the witness and the SI President and certified as a true copy of the recording. These certified true copies then become part of the SI Panel's pack of evidence which supports the production of the Panel's report.
3. The Panel or other DSA Investigations may acquire, as evidence, technical documentation relating to systems and processes and, particularly in the case of aircraft, the documents may be in languages other than English; typically, French, German or Spanish but occasionally other languages. The DSA will require translations of all or parts of these documents.
4. The Panel not only reports on what happened and how it happened, it also makes recommendations to prevent recurrence. As such, there is usually pressure to get the report completed in a timely manner, without compromising its quality.
5. Finally, on rare occasions, the DSA may require transcription of administrative interviews relating to staff misconduct or related matters.

### **Requirement**

6. **Languages.**
  - a. **SI Panel witness and administrative interviews.** DSA SI Panels and/or Administrative hearings will only conduct interviews in English. If the witness does not speak English then the interview will be conducted by an MOD arranged interpreter. Thus, all audio files to be transcribed will be in English, although they are likely to include regional accents, which will need to be capable of being transcribed by the supplier.
  - b. **Documentation.** SI Panels and other DSA investigations may require documentation to be translated from other languages, likely to be either French or German but, in rare cases, other languages such as Spanish etc.
7. **File formats.**
  - a. **Audio files.** The audio files will be supplied by DSA in .mp3, .wav or .wma format. Should newer interview recording devices use different formats

then the MOD would expect the supplier to be able to accept these newer formats if they were compliant with industry standards.

b. **Documentation.** Documents in foreign languages for translation into English will usually be provided in the .pdf format, although, if they are scanned or photographed, they may be provided in any of the commonly used imagery formats such as .jpeg, .jpg, bmp, .tif and .gif.

c. **Transcribed files.** The Supplier shall provide the MOD user with transcribed or translated files as follows:

(1) In Microsoft Word (.docx; MS Office 365 or later) format based on the document being printed on A4 paper in the portrait format, with a minimum of a 2cm margin at the top, bottom, left and right edges.

(2) With a Header and Footer with the text: “OFFICIAL SENSITIVE – PERSONAL” and the pages numbered sequentially, starting at 1.

(3) With a box on each complete transcript for the transcriber/translator (individual or company) to confirm that the transcription or translation is accurate.

(4) Each file must use the same file name as the audio file from which it was taken.

(5) The transcriber must type what is heard and not change any abbreviations or acronyms. The MOD shall provide a list of regularly used abbreviations and acronyms to assist the transcriber with identifying what was spoken. The list is not to be used to write the abbreviation or acronym in full.

**8. Transfer of files – electronic.** The preferred and standard method of transferring files is to be electronic. Audio files received from SI Panels will be uploaded onto the MOD’s standard enterprise IT system (currently MODNET).

a. The Supplier shall provide a MOD approved means for the MOD to upload audio files directly to the Supplier’s IT system using a web browser interface via the Internet, using a secure (https) connection, which requires a password protected log-in to access it.

b. Once logged into the Supplier’s IT system, the MOD user shall be able to select the file to upload from the MOD’s standard enterprise IT system using a “browse and select” function.

c. It should be possible for the MOD User to upload multiple files during a single log-in session.

d. The supplier shall be able to accept single files at least 50 megabytes (MB) in size and, preferably, single files of up to 250 MB.

e. Once selected, the file shall be uploaded via a secure (https) link without further action by the MOD user.

- f. The MOD will supply a “Transcription Request Form” detailing each audio file. A blank example is attached. Alternatively, the MOD would accept the ability to input the same information into a template provided by the supplier.
  - g. The MOD user shall be provided with confirmation, preferably by email acknowledgement, that the selected files have been successfully uploaded.
  - h. Once transcriptions are complete, the Supplier shall inform, by email, the MOD User who uploaded the audio files and the designated other MOD Team members that the transcribed files are ready to be downloaded.
  - i. The MOD User shall then be able to transfer the transcribed files back to the MOD’s enterprise IT system by securely logging into the Supplier’s IT system, selecting the relevant transcribed files and then downloading it using the “save as” function.
9. **Transfer of files – physical.** In exceptional circumstances, such as MOD or supplier IT failure, there may be a requirement to transfer files, in the formats described above, using mail and/or courier systems.
- a. **From MOD to Supplier.** The MOD will supply files either via an encrypted removable media, typically a USB stick or an encrypted CD or DVD, with passwords being sent separately. Any transfer will be via Royal Mail Recorded Delivery or an equivalent courier with a tracking system and signature required for receipt. The MOD will provide the technical means for the supplier to encrypt the transcribed/translated documents onto the removable media for their return, if return via the Internet as described above is not possible.
  - b. **From Supplier to MOD.** Physical transfer back to the MOD must be on MOD supplied removable media (USB or CD or DVD, which will be supplied, in advance, as Government Furnished Equipment (GFE). Transfer must be via Royal Mail Recorded Delivery or an equivalent courier with a tracking system and signature required for receipt and must be encrypted. The supplier’s costs for physical transfer via Royal Mail or an equivalent courier are to be agreed by the MOD in advance.
  - c. File formats that require conversion to a suitable format before transcribing will not incur an extra charge.
10. **Security.** Witness statements may contain both operationally sensitive information on UK military activities and/or capabilities and sensitive personal data, as defined in the Data Protection Act 1998. Documentation submitted for translation may contain commercially sensitive information. The Supplier must therefore meet MOD security requirements and be compliant with the principles in the [Security Policy Framework](#). Specific security requirements are detailed below:
- a. The MOD requires the Supplier to be able to receive, store, process and supply back to the MOD information, in all accepted file formats, classified as OFFICIAL – SENSITIVE PERSONAL. When commercially sensitive information is supplied in an audio file or document, this will be made clear in the title of the audio file or document and the transcribed/translated file shall then include a header and footer marked OFFICIAL – SENSITIVE COMMERCIAL.

- b. The MOD requires all personnel employed by the Supplier in the handling, storing and processing of the audio files, finished transcriptions and any intermediate documents to have passed a minimum of the Baseline Personnel Security Standard (BPSS) and to be based in the UK when carrying out transcription or translation of MOD files. This includes staff transcribing the documents from audio to written format and any IT administrators or other staff with relevant access to the Supplier's IT systems.
- c. The MOD requires that all electronic files be held on IT systems physically located in the UK. No data may be stored or processed outside of the UK.
- d. The Supplier may not use examples of work done for the MOD under this contract to advertise its capability or customer base.
- e. The MOD requires that all transcriptions and translations are done exclusively by people and not software.

11. **Accreditation.** For every industry owned Information and Communications Technology (ICT) system that stores, processes or generates MOD data or MOD Identifiable Information (MODII) the MOD requires suppliers to review all their ICT systems and register them onto the Defence Assurance Risk Tool (DART) to request ICT security accreditation ([ISN 2017/01](#)). This registration must be completed prior to contract start date to ensure all accreditation activities are identified and plans are in place to ensure an appropriate, proportionate approach is used to accredit/ assure the ICT system. Accreditation confirms that the supplier's ICT systems embody appropriate security to allow MOD information to be stored and processed with an acceptable level of risk. Further information and the Cyber Defence and Risk (CyDR) offline forms for the accreditation process can be found on the [gov.uk website](#).

12. **File retention and destruction.** The Supplier shall retain MOD supplied data (audio files, scanned or hard copies of documents etc) for a period of one (1) calendar month from receipt in order to allow the MOD to request clarification or corrections to supplied transcripts or translation. After a calendar month from receipt, electronic files are to be deleted and hard copies to be destroyed by shredding within five (5) working days. The MOD reserves the right to seek confirmation of file deletion/destruction as part of its quality assurance and security processes.

13. **Timeliness.** In order to prevent a possible reoccurrence of the accident being investigated, SIs are usually under time pressure to produce their report and recommendations. Thus, there is usually a time imperative to transcribing the audio recording of a witness statement into an electronic document or translating a document into English. The MOD requires, as a minimum, the following categories of turn-round time from successful uploading of an audio file to the Supplier's IT system to the MOD user being notified that the transcribed file is ready to be downloaded:

- a. **Routine.** Five (5) working days (excluding weekends and Public Holidays).
- b. **Priority.** One (1) working day (excluding weekends and Public Holidays).

14. **Volume of work.** As the volume of accidents leading to SIs is unpredictable, it is impossible to predict the likely volume of work to be transcribed or translated with any accuracy. As such the MOD offers no minimum volume or value of work under

this contract. However, in order to ensure the ability to cope with a series of SIs simultaneously, the MOD requires the supplier to be able to transcribe the minimum volume of work for each of the timeliness categories above:

- a. **Routine** – a minimum capacity of 400 hours of audio in any 12 month period and the ability to transcribe up to 20 hours of audio in any 5 working day period.
- b. **Priority** - a minimum capacity of 25 hours of audio in any 12 month period and the ability to transcribe up to 5 hours of audio in any 1 working day period.

15. **Other MOD users.** On occasion, this Contract may be used by other parts of the MOD who have an infrequent or ad hoc requirement for a transcription or translation. In this event, the DAIB will put the other MOD users in touch with the supplier to arrange access to the supplier's IT systems and to arrange payment for work done.

16. **Balance of transcription and translation.** The overwhelming majority (~99%) of the DSA's requirement will be for transcription, with only around 1% of the work likely to involve translation.

17. **Quality assurance.** The MOD requires transcribed statements to be accurate records of the audio recordings of the witness interviews but accepts that variations in the quality of recording, the use of military phrases and abbreviations which may be unfamiliar to transcribers and regional accents may make it difficult for transcribers to understand precisely what is being said. The supplier is required to review recording quality issues raised by a linguist or transcriber internally before raising the issue with the MOD points of contact ahead of completing the transcription. In addition, the MOD requires that documents submitted in foreign languages are accurately translated into English. The MOD therefore requires the Supplier to provide its own Quality Assurance Process that establishes that the audio files have been transcribed to the highest standard that is reasonable and that documents in foreign languages have been accurately translated into English. Suppliers will be required to certify the transcription or translation as a true record.

18. **Feedback on quality.** The MOD will provide transcription and translation quality feedback to the supplier as soon as possible. Negative feedback will have been reviewed by the MOD points of contact before forwarding to the supplier.

19. **Point of contact.**

- a. **General.** The MOD requires the supplier to provide at least one named point of contact, such as an account or relationship manager, who would be available to deal with general issues such as accounts, specific requests etc, within normal working hours, with alternative arrangements made for holidays and any periods of sickness absence.
- b. **Technical.** The Supplier must also be able to provide a point of contact, not necessarily named, to deal with technical issues during normal working hours. This may be the same person as nominated under the General category above, providing that that person can also address technical issues.

20. **Contract review meetings.** The MOD requires the supplier to meet with the DSA staff managing this contract on regular basis to discuss the implementation and

subsequent management of the contract. Initially, meetings would be required up to monthly and when the contract is running smoothly, the frequency would be six monthly. Meetings would be between the supplier and staff from the Defence Accident Investigation Branch (DAIB), which is a part of DSA. DAIB is currently based in Boscombe Down, near Amesbury. Review meetings would be held at Boscombe Down or at the supplier's location, subject to mutual agreement, or held virtually via Microsoft Teams. Agenda items will include, as a minimum:

- a. service review/performance monitoring.
- b. invoices/payment issues.
- c. security of information.
- d. risks.
- e. continuous improvements.
- f. social value updates relating to paragraph 25 will be discussed in one Contract Review meeting each contract year.

**21. Management information.** The MOD requires the supplier to provide monthly updates on work submitted by MOD, processed by the supplier and returned to MOD. This information is to include, as a minimum, details of file(s) processed as follows:

- a. Date file received from MOD.
- b. MOD point of contact for file.
- c. Date file processed by supplier and made available back to MOD.
- d. Cost (including and excluding VAT).
- e. Invoice number and payment status.

**22. Three Monthly Review Reports.** The MOD requires the supplier to provide a three-monthly report and include details of the supplier's performance and any issues over the three-month period. This report is to include, as a minimum, the following:

- a. Correlation of management information for the three -monthly period.
- b. Quality feedback from the MOD including feedback not included in previous three-monthly reports.
- c. Number of transcriptions completed with the number delivered within contract timelines.
- d. Confirmation the supplier has deleted the data issued by the MOD after a calendar month.
- e. Invoices and MI data reports.

- f. Security.
- g. Improvements.

23. **Exit and Security Management Plans.** The Supplier is to provide Exit and Security Management Plans within 20 days after the contract start date and update these Plans annually.

24. **Social Value.** The Public Sector in the United Kingdom is committed to the delivery of high-quality public services and tackling workforce inequality and recognises that this is critically dependent on a workforce that is well recruited, rewarded, motivated, well-led, has access to appropriate opportunities for training and skills development, are diverse and is engaged in decision making. These factors are also important for workforce recruitment and retention, and thus continuity of the service. Suppliers are required to have, but not limited to, the following:

- a. recruitment practices that are fair, transparent and enable equality throughout the process.
- b. process for promoting equality of opportunity to enable the creation of a workforce which reflects the population of the United Kingdom in terms of characteristics such as age, gender, religion or belief, race, sexual orientation and disability.
- c. a fair and equal pay policy that includes a commitment to supporting the Living Wage.
- d. a process demonstrating managerial responsibility to nurture talent helping individuals to fulfil their potential, for example, through learning and development.
- e. flexible working (including for example practices such as flexi-time and career breaks) and support for family friendly working and wider work life balance.
- f. processes for workforce engagement to give staff an effective voice and raise grievances.

25. Suppliers are to have fair working processes/policies in place and ensure that they are reviewed annually to reduce workforce inequality.



## WITNESS TRANSCRIPTION REQUEST FORM

<b>DAIB Contact</b>	██████	<b>Branch</b>	<b>DAIB</b>
<b>Email</b>	██████	<b>Telephone</b>	██████
<b>Invoicing contact</b> (if different from above)	██████	<b>Invoicing address</b>	<b>Defence Accident Investigation Branch</b>

<b>Name of session</b> (for invoicing purposes)		<b>Date of session</b>	
<b>Type of session</b>	<b>Service Inquiry interview/DAIB Investigation</b>	<b>Number of Speakers</b>	
<b>Audio format*</b>	<b>MP3</b>	<b>Audio Length</b> <b>Audio File Name</b>	
<b>DAIB Interview reference</b>			
<b>Context</b>			
<b>Glossary:</b>	<b>Y / N</b>		
<b>Special requirements</b> (e.g. audio transfer method; transcript delivery method)	Name of session:		
	Transcription to be managed in user account for:	<b>Land</b>	
	Name of person being interviewed:		
	Date of Session:		
	Type of session eg. Service Inquiry Interview:		
	Names and appointment of Speakers (one speaker at a time):		
	Audio format:	Windows Media Audio	
	Length Audio:		
	<del>Number of questions:</del>	<b>N/A</b>	

**CALL OFF CONTRACT CHARGES****Pricing Schedule for Services for ITT Reference Number 705136450****For: Provision of Technical Support for Transcription Services**

<b>Item No</b>	<b>Contractor Deliverables</b>	<b>Notes to Supplier</b>
<b>1.</b>	<b>Provide Provision of Technical Support for Transcription Services</b>  <b>Contract Period – 9/12/22 – 8/12/2024</b> <b>Optional Period – 9/12/24 – 8/12/2026</b>	<p>Note 1 – Firm Price (ex-vat) are to include all direct and indirect overheads attributable to performance of the Contract.</p> <p>Note 2 – Travel and Subsistence N/A</p> <p>Note 3 – While the prices for the Option Years will not be used for evaluation, they must be informed. Bidders may provide a firm price or state how these prices will be proposed at the time by stating which output index will be applied to the Year 2 Price.</p>

<b>Item No</b>	<b>TRANSCRIPTION SERVICES</b>	<b>Year 1</b>		<b>Year 2</b>		<b>Option Year 3</b>		<b>Option Year 4</b>	
		<b>9 Dec 2022 to 8 Dec 2023</b>		<b>9 Dec 2023 to 8 Dec 2024</b>		<b>9 Dec 2024 to 8 Dec 2025</b>		<b>9 Dec 2025 to 8 Dec 2026</b>	
		<b>RESPONSE TIMES Firm Price £ (Ex VAT)</b>		<b>RESPONSE TIMES Firm Price £ (Ex VAT)</b>		<b>RESPONSE TIMES Firm Price £ (Ex VAT)</b>		<b>RESPONSE TIMES Firm Price £ (Ex VAT)</b>	
		Routine (5 working days)	Urgent (1 working day)	Routine (5 working days)	Urgent (1 working day)	Routine (5 working days)	Urgent (1 working day)	Routine (5 working days)	Urgent (1 working day)
<b>1</b>	<b>Cost per minute of audio. INTO ENGLISH</b>								

Item No	TRANSLATION SERVICES	Year 1		Year 2		Year 3		Year 4	
		9 Dec 2022 to 8 Dec 2023		9 Dec 2023 to 8 Dec 2024		9 Dec 2024 to 8 Dec 2025		9 Dec 2025 to 8 Dec 2026	
		RESPONSE TIMES Firm Price £ (Ex VAT)		RESPONSE TIMES Firm Price £ (Ex VAT)		RESPONSE TIMES Firm Price £ (Ex VAT)		RESPONSE TIMES Firm Price £ (Ex VAT)	
		Routine (5 working days)	Urgent (1 working day)	Routine (5 working days)	Urgent (1 working day)	Routine (5 working days)	Urgent (1 working day)	Routine (5 working days)	Urgent (1 working day)
2.	<b>INTO ENGLISH</b> Cost per word of text  <u>Target Language Groups</u>  Group A-Western Europe Group B-Eastern Europe Group C-Asian, Arabic & Oriental Group D-African Group E-Specialist (Rare)	Non-Tech	Tech	Non-Tech	Tech	Non-Tech	Tech	Non-Tech	Tech

	<b><u>Source</u></b> <b><u>Language</u></b> <b><u>Groups</u></b>  Group A-Western Europe Group B-Eastern Europe Group C-Asian, Arabic & Oriental Group D-African Group E- Specialist (Rare)												
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## Language Groups

Group A	Group B		Group C		Group D	Group E
Western European	Eastern European		Asian, Arabic & Oriental		African	Specialist (Rare)
Basque	Albanian	Serbo-Croatian	Arabic	Kyrgyz	Afrikaans	Alcholi
Catalan	Belarussian	Slovak	Armenian	Malay	Algerian	Akan (Asante/Fante)
Danish	Bosnian	Slovenian	Assyrian	Malayalam	Amharic	Bantu
Dutch	Bulgarian	Turkish	Azerbaijani	Mandarin	Bravanese	Bete (Nigeria)
English	Croatian	Ukrainian	Bengali	Marathi	Fulani (Nigeria)	Creole
Flemish	Czech		Burmese	Mongolian	Ga (Ghanaian)	Dinka
French	Estonian		Cantonese	Nepali	Hausa	Konkani (Kannada Script)
German	Finnish		Dari	Pashto	Igbo (Ibo)	Kikongo
Italian	Georgian		Farsi, Eastern (Afghan)	Punjabi	Kinyarwanda	Kikuyu
Norwegian	Greek		Farsi, Western (Persian)	Punjabi (Mirpuri)	Lingala	Kirundi
Portuguese	Hungarian		Gujarati	Sinhalese	Luganda	Kisii (Kenya)
Spanish	Latvian		Gurmukhi (Punjabi Script)	Sylheti (Bengali)	Ndebele (Zimbabwe)	Krio (SL)
Swedish	Lithuanian		Hakka (China)	Tamil	Shona (Zimbabwe)	Laotian
	Macedonian		Hebrew	Tagalog/Filipino	Oromo (Ethiopia)	Luo (Uganda)
	Maltese		Hindi	Telugu	Somali	Lutoria
	Moldovan		Indonesian	Thai	Swahili	Mandingo/Mandinka
	Polish		Japanese	Tibetan	Tigrinya	Mauritian-Creole
	Romanian		Khmer (Cambodian)	Urdu	Twi	Papiamentu
	Russian		Korean	Uzbek	Yoruba	Seychelles-Creole
	Serbian		Kurdish (Sorani)	Vietnamese	Zulu	Wolof
			Kurdish (Kurmanji/Bahdini)			Gaelic (Scottish & Irish)
						Welsh
						Icelandic



## MOD Terms and Conditions for Less Complex Requirements

### 1 Definitions - In the Contract:

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

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

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

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

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

**Contractor Deliverables** means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order; **Effective Date of Contract** means the date stated on the purchase order or, if there is no such date stated, the date upon which both Parties have signed the purchase order;

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

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

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

**Issued Property** means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the

Contractor in connection with the Contract by or on behalf of the Authority;

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

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

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

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

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

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

Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

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

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

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

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with the Freedom of Information Act 2000 (FOIA) or the Environmental

Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

## 2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority: (1) the terms and conditions;  
(2) the purchase order; and  
(3) the documents expressly referred to in the purchase order.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 16 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

## 3 Application of Conditions

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

## 4 Disclosure of Information

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

## 5 Transparency

- a. Notwithstanding any other condition of this Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.



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

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

- (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR, for the avoidance of doubt, including Sensitive Information;
- (2) taking into account the Sensitive Information set out in the purchase order, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or EIR; and
- (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

## 6 Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail. b. Notices shall be deemed to have been received:
  - (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business 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.

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

- d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 2 (Notification of Intellectual Property Rights (IPR) Restrictions):
  - (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
  - (2) DEFCON 90 - including copyright material supplied under clause 5;
  - (3) DEFCON 91 - limitations of Deliverable Software under clause 3b;
- e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 2.
- f. Any amendment to Schedule 2 shall be made in accordance with DEFCON 503 (SC1).

## 8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.
- c. The Contractor shall ensure that the Contractor Deliverables:
  - (1) correspond with the specification;
  - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
  - (3) comply with any applicable Quality Assurance Requirements specified in the purchase order.
- d. 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 Substances, Mixtures and Articles in Contractor Deliverables

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:
  - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain Hazardous Substances, Mixtures or Articles; and
  - (2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
  - (3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
  - (4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance at the time of supply.
- c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:
  - (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in the purchase order; and
  - (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
  - (1) activity; and
  - (2) the substance and form (including any isotope).
- f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed. g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under 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 purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## 11. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order 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 shown in the Contract.
- 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 purchase order and Def Stan 81-041 (Part 1 and Part 6).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:
  - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
  - (2) the International Maritime Dangerous Goods (IMDG) Code;
  - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
  - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

- c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

## 13 Plastic Packaging Tax

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
- e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
- f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
  - (1) confirmation of the tax status of any Plastic Packaging Component;
  - (2) documents to confirm that PPT has been properly accounted for;
  - (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
  - (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
- g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 13.f above is accurate.
- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

## 14. Progress Monitoring, Meetings and Reports

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

## 15 Payment

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

## 16 Dispute Resolution

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

## 17 Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

## Schedule 3 – MOD Terms and Conditions

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

## 18 Material Breach

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

## 19 Insolvency

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

## 20 Limitation of Contractor's Liability

a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds). b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

### Schedule 3 – MOD Terms and Conditions

- (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 underperform 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.

**21 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are listed on the Schedule 5.**



**SERVICE LEVELS AND SERVICE CREDITS TABLE**

	Service Levels				Service Credit for each Service Period
	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
1	Provision of specific Services.  Transcriptions to be accurate & formatted as detailed in the SOR. Measured by customer feedback*.	Quality	at least 98% at all times	[ ]	1% Service Credit gained for each percentage under the specified Service Level Performance Measure.  Service credit based on total value of transcriptions over the 3-month reporting period.  The MOD Contract Manager will arbitrate on customer feedback complaints. In the event of dispute, the Dispute Resolution Procedure will apply.
2	Accurate invoices within 5 working days after month end.  Accurate monthly Management Information (MI) reports (unless there has been no tasking within the period). These are to be issued within 5 working days after month end.  Accurate 3 monthly Management Information (MI) reports to be issued within 5 working days after reporting period.	Quality	at least 98% at all times		0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure.  Accuracy of invoices, monthly MI and 3 monthly MI Reports are to be measured on a line-by-line basis over the 3-month reporting period.
3	Provision of transcriptions within SOR timelines (day one is the day after transcriptions are uploaded to the supplier's IT system).  (If required, DAIB will inform the supplier of the order the transcriptions are to be undertaken.)	Delivery of service	at least 95% at all times	[ ]	1% Service Credit gained for each percentage under the specified Service Level Performance Measure.  Service credit based on total value of transcriptions over the 3-month reporting period.
4	Provision of the specified Services within SOR.  Member of contractor management team is to be available via telephone within one hour and/or email response during the working day (10am to 4pm – Mon – Fri excluding Bank Holidays). Emails raised before 3pm are to be answered that working day.	Services Availability	Not to exceed the Service Level Performance criterion more than once in a month	[ ]	0.5% Service Credit gained for not meeting the specified Service Level Performance more than once in a month. Service credit based on total value of transcriptions over the 3-month reporting period

#### Scheduled 4 – Service Levels and service Credits Table

	Resolution to issues are to be within 5 working days (day one is the day after the issue is raised).				
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\* Customer feedback not received by the supplier for transcriptions that were completed in the Service Reporting period will need to be part of the Service Level Performance Measure for the next Service Reporting period.

The Service Credits shall be calculated on the basis of the following formula:

Formula:  $x\% (\text{Service Level Performance Measure}) - x\% (\text{actual Service Level the performance})$  =  $x\%$  of the Charges payable to the Buyer as Service credits to be deducted from next Invoice payable by the Buyer

Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely invoices Service Level No: 2) - 75% (e.g. actual performance achieved against this Service Level in a Service Period). = 23% of the Charges payable to the Buyer as Service Credits to be deducted next Invoice payable from the Buyer.

**MOD DEFCONS AND DEFFORMS**

The following MOD DEFCONS and DEFFORMs form part of this Call Off Contract:

- DEFCONS

DEFCON No	Version	Description
DEFCON 5J	Edn 18/11/16	Unique Identifiers
DEFCON 76	Edn 06/21	Contractor`s Personnel at Government Establishments
DEFCON 113	Edn 02/17	Diversion Orders
DEFCON 522	Edn 11/21	Payment and Recovery of Sums Due
DEFCON 531	Edn 09/21	Disclosure of Information
DEFCON 532B	Edn 05/22	Protection of Personal Data where Personal Data is not being processed on behalf of the Authority
DEFCON 534	Edn 06/21	Subcontracting and Prompt Payment
DEFCON 611	Edn 02/16	Issue Property
DEFCON 656a	Edn 08/16	Termination for Convenience
DEFCON703	Edn 06/21	Intellectual Property Rights - Vesting In The Authority

- DEFFORMs

DEFFORM No	Version	Description
DEFFORM 111	Edn 5/19	Addresses and other information
DEFFORM 532	Edn 10/19	Personal Data Particulars
DEFFORM 539A	Edn 08/13	Tenderer`s Commercial Sensitive Information Form

**\* NOTE**

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

<https://www.kid.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.

## Appendix - Addresses and Other Information

### 1. Commercial Officer

Name: [REDACTED]

Address: Head Office Commercial  
MOD, Main Building, Whitehall,  
London SW1A 2HB

Email: [REDACTED]



[REDACTED]

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

Name: [REDACTED]

Address Defence Safety Authority  
Building 120 MOD Boscombe Down  
Salisbury | Wiltshire | SP4 0JE

Email: [REDACTED]

☎ Work Mobile: [REDACTED]

☎ Skype: [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.

### 5. Drawings/Specifications are available from

### 6. Intentionally Blank

### 8. Public Accounting Authority

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

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

### 9. Consignment Instructions

The items are to be consigned as follows:

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

### **B. JSCS**

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

JSCS Fax No. 01869 256837

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

### 11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

**Website is:**

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

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

**Applications via fax or email:**

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

#### 7. Quality Assurance Representative:

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].

#### \* NOTE

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:  
<https://www.kid.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.

## Tenderer's Sensitive Information

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

ITT Ref No: 705136450
Description of Tenderer's Sensitive Information:
Cross Reference(s) to location of Sensitive Information in Tender:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters:  Name:  Position:  Address:  Telephone Number:  Email Address:

# Personal Data Particulars

DEFFORM 532

Edn 10/19

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

<b>Data Controller</b>	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p><i>[insert the delivery team name (or equivalent source), address and contact details]</i></p>
<b>Data Processor</b>	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p><i>[insert address(es) and contact details]</i></p>
<b>Data Subjects</b>	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>[please specify]</i></p> <p><i>[Examples include staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i></p>
<b>Categories of Data</b>	<p>The Personal Data to be processed under the Contract concern the following categories of data: <i>[please specify]</i></p> <p><i>[Examples include name, address, telephone number, medical records etc]</i></p>
<b>Special Categories of data (if appropriate)</b>	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>[please specify]</i></p> <p><i>[A Special Category of Personal Data is anything that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life or sexual orientation or genetic or biometric data]</i></p>
<b>Subject matter of the processing</b>	<p>The processing activities to be performed under the contract are as follows: <i>[please specify]</i></p> <p><i>[This should be a high-level, short description of what processing will be taking place and its overall outcome i.e. its subject matter]</i></p>

<b>Nature and the purposes of the Processing</b>	<p>The Personal Data to be processed under the Contract will be processed as follows: <i>[please specify]</i></p> <p><i>[The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means or not) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
<b>Technical and organisational measures</b>	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>[please specify]</i></p> <p><i>[Provide an overview of the measures described in the System Requirements, Statement of Work and/or the controls required in accordance with the Cyber Risk Profile relevant to the Contract, as detailed in Annex A to <a href="#">Def Stan 05-138</a>. Examples include anonymisation, authorised access, data processed on closed/restricted systems]</i></p>
<b>Instructions for disposal of Personal Data</b>	<p>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></p> <p><i>[Describe how long the data will be retained and how it will be returned or destroyed]</i></p>
<b>Date from which Personal Data is to be processed</b>	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>[please specify if applicable]</i></p>

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



**PURCHASE ORDER****Contract No:****Contract Name:****Dated:**

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

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

<b>Consignor (if different from Contractor's registered address)</b>	<b>Transport Instructions (Clause 10)</b>
Name:	Select method of transport of Deliverables
Address:	To be Delivered by the Contactor <input type="checkbox"/> [Special Instructions]
	To be Collected by the Authority <input type="checkbox"/> [Special Instructions]
	Each consignment of the Deliverables shall be accompanied by a delivery note.
<b>Progress Meetings (Clause 14)</b>	<b>Progress Reports (Clause 14)</b>
The Contractor shall be required to attend the following meetings:	The Contractor is required to submit the following Reports:
Subject:	Subject:
Frequency:	Frequency:
Location:	Method of Delivery:
	Delivery Address:

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**Payment (Clause 15)**

Payment is to be enabled by CP&F.

**Forms and Documentation**

**Supply of Hazardous Substances, Mixtures and  
Articles in Contractor Deliverables (Clause 9)**

Forms can be obtained from the following websites:

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

(Registration is required).

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

<https://www.dstan.mod.uk/>

(Registration is required).

The MOD Forms and Documentation referred to in the Conditions are available free of charge from:

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 email:

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

If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.

A completed DEFFORM 68 (Hazardous and NonHazardous Substances, Mixture or Articles Statement) and, if applicable, UK REACH compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:

The Commercial Officer detailed in the Purchase Order

by the following date: .

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.

(1) Hard copies to be sent to:

Hazardous Stores Information System (HSIS)  
Spruce 2C, #1260  
MOD Abbey Wood (South)  
Bristol, BS34 8JH

(2) Emails to be sent to:

[DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk](mailto:DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk)  
SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team.

#### Appendix - Addresses and Other Information

##### 1. Commercial Officer

Name: [REDACTED]

Address: Head Office Commercial  
MOD, Main Building, Whitehall,  
London SW1A 2HB

Email: [REDACTED]

☎ [REDACTED]

##### 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

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

Name: [REDACTED]

Address Defence Safety Authority  
Building 120 MOD Boscombe Down  
Salisbury | Wiltshire | SP4 0JE

Email: [REDACTED]

☎ Work Mobile: [REDACTED]

☎ ☎ Skype: [REDACTED]

**9. Consignment Instructions**

N/A

**3. Packaging Design Authority**

Organisation &amp; 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.

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:**DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351,  
BRISTOL BS34 8JHAir 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

**JSCS**

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

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact [UKStratCom-DefSp-RAMP@mod.gov.uk](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance.**5. Drawings/Specifications are available from**

N/A

**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>**6. Intentionally Blank****12. Forms and Documentation are available through \*:**Ministry of Defence, Forms and Pubs Commodity Management  
PO Box 2, Building C16, C Site  
Lower Arncliffe

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

**Applications via fax or email:** [LeidosFormsPublications@teamleidos.mod.uk](mailto:LeidosFormsPublications@teamleidos.mod.uk)**7. Quality Assurance Representative:**

Name: same as Project Manager

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].**\* 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.**

<b>Contractor's Sensitive Information (Clause 5). Not to be published.</b>
Description of Contractor's Sensitive Information:
Cross reference to location of Sensitive Information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if Applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number:              E-mail Address:

<b>Offer and Acceptance</b>	
A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for      days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).  Name (Block Capitals):  Position:  For and on behalf of the Contractor  Authorised Signatory .....  Date:	B) Acceptance  Name (Block Capitals):  Position:  For and on behalf of the Authority  Authorised Signatory .....  Date:
C) <b>Effective Date of Contract:</b>	

## SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF

Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Total inc. packaging (and delivery if specified in the Purchase Order)
								<b>Total Firm Price</b>	

Item Number	Consignee Address (XY code only)