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Email: Elizabeth.Harding784@mod.uk.

To All Suppliers

Your Reference:

Our Reference: 701027426

Date: 9 November 2020

“SUBJECT TO CONTRACT”

Dear Sir/Madam,

Invitation To: Tender Reference Number: 701027426- CPG/2350/2018-Peacekeeping Intelligence Course for the ENDF

1. You are invited to tender for CPG/2350/2018 - Peacekeeping Intelligence Course for the ENDF in competition in accordance with the attached documentation.
2. The requirement is for the design and deliver an intelligence training package set in a UN peacekeeping context and reflective of UN policy, doctrine and standards, the Geneva Convention and International Human Rights law.
3. The anticipated date for the contract award decision is Dec 2020, please note that this is an indicative date and may change.
4. You must submit your Tender to the AWARD® Virtual Tender Board by 10:00 (GMT) on Thu 26 Nov 2020. Tenders not submitted via the AWARD® Virtual Tender Board will not be considered.
5. Please confirm receipt of this ITT to the Commercial Officer stated in the above address.

Yours faithfully

E Harding

Invited Suppliers

Detailed below is a list of those Contractors on the CSS Framework who submitted an Expression of Interest and are therefore being issued an Invitation to Tender.

Supplier Name
Artois Global Limited
Crown Agents Limited
Gardaworld Recruitment
G4S Risk Management Limited
Harquebus Limited
Integrity Research and Consulting Ltd
ISSEE Limited
Northern Ireland Co-operation Overseas (NI-CO) Ltd
Optima Defence & Security Group Limited
Pinpoint Consulting Services Limited
Sustainable Criminal Justice Solutions Community Interest Community

Requirements

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Invitation to Tender
for
CPG/2350/2018 - Peacekeeping Intelligence Course for the
ENDF

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
 - Section B - Key Tendering Activities
 - Section C - Instructions on Preparing Tenders
 - Section D - Tender Evaluation
 - Section E - Instructions on Submitting Tenders
 - Section F - Conditions of Tendering
 - DEFFORM 47 Annex A – Tender Submission Document (Offer)
Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
- Contract Documents
 - Section 1 Form of Contract
 - Section 2 -CSSF Call Off Contract Conditions (including Special Terms and Conditions of Contract - MOD specific DEFCONS and DEFFORMS)
 - Annex 1 – Statement of Requirements
 - Annex 2 – Schedule of Prices & Rates
 - Annex 3 – Security Risk Disclaimer
 - Annex 4 - Processing, Personal Data & Data Subjects
 - Annex 5 – Insurances
 - Annex 6 – Supplier Code of Conduct
- DEFFORM 111 - Appendix to Contract - Addresses and Other Information
- DEFFORM 539A – Tenderer's Commercially Sensitive Information Form
- DEFFORM 47 Annex B - Award Criteria, Tender Evaluation and Tender Response Evaluation Sheets (this is a separate document).

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. “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.

A10. “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.

A11. “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.

A12. “Schedule of Requirements” Schedule 1 - 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.

A13. The “Statement of Requirement” Schedule 2] means that part of the Contract which

details the technical requirements and acceptance criteria of the Contractor Deliverables.

A14. 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. [see explanatory note 3]

A15. 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.

A16. A "Tender" is the offer that you are making to the Authority.

A17. "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.

A18. 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.

A19. A "Virtual Tender Board" means the electronic platform to which Tenders are submitted to the Authority. Tenderers are provided log in details within one week of this ITT

Purpose

A12. The purpose of this ITT is to invite you to submit a Tender, in accordance with the instructions set out in this ITT, to propose a solution and best price to meet the Authority's requirement. This documentation explains and sets out the:

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

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

A22. This requirement was originally advertised by the FCO in the OJEU dated 28/02/2018 under the following reference: 2018/S 041-091011. This call-off requirement was advertised by issuing an Expressions of Interest under the Conflict Stability & Security Framework 2018 dated 9 September 2020.

A23. This procurement is exempt from the Defence and Security Public Contracts Regulations 2011 (DSPCR). The obligations, rights and remedies under the DSPCR do not therefore apply to this Procurement. This ITT is exempt from the Regulations as it is under the financial threshold.

A24. This ITT has been issued to all potential Tenders who expressed an interest following the request for Expressions of Interest under the Conflict Stability & Security Framework 2018 dated 9 September 2020.

A25. A Contract Bidders Notice has not been advertised because this requirement is exempt from advertising.

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 any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A27.c, which 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 return all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A28. Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A16 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. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

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

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

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

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

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

Contract Terms & Conditions

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

A36. The Contract Terms & Conditions are attached.

Other Information

A37. The Armed Forces Covenant

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

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

- c. The Armed Forces Covenant provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.
- d. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

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

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

Section B - Key Tendering Activities

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

Stage	Date and Time	Initiated By	Submit to:
Invitation to Bidders Conference	N/A	The Authority	N/A
Date for Confirmation of attendance at Bidders Conference	N/A	Tenderers	N/A
Final date for Clarification Questions / Requests for additional information	13 Nov 20	Tenderers	Elizabeth.Harding784@mod.gov.uk
Final Date for Requests for Extension to return date	18 Nov 20	Tenderers	Elizabeth.Harding784@mod.gov.uk
The Authority issues Final Clarification Answers	19 Nov 2020	The Authority	All Tenderers
Tender Return	26 Nov 20	Tenderers	AWARD®
Tender Evaluation	WC 30 Nov 20	The Authority	N/A
Negotiations	N/A	The Authority	N/A
Reverse Auction	N/A	The Authority	N/A
Trials / Testing	N/A	The Authority	N/A

Notes

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 GB pounds. Prices must be firm prices. A price breakdown must be included in the Tender.
- C2. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

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

Section D - Tender Evaluation

D1. Evaluation Procedure - On receipt of Tenders, the Authority shall evaluate each individual bid as follows:-

- The Commercial Evaluation will be undertaken by representatives of Head Office Commercial.
- The Technical Evaluation will be undertaken by representatives from BPST(A).
- The Financial Evaluation will be undertaken by representatives of Head Office Commercial

The Tender Evaluation will be on the basis of:

MEAT Ratio: Technical = 70%. Pricing = 30%

The Tender evaluation will be undertaken using the Relative Assessment method for the Most Economically Advantageous Tender (MEAT) - combined technical and price evaluation split as follows:

- Commercial Evaluation – Pass or Fail (not scored)
- Technical Evaluation – 70%
- Financial Evaluation (Evaluation of Price) – 30%

Commercial Evaluation

D2. The Mandatory Commercial Requirements for a Tender to be commercially compliant are detailed in Annex B to DEFFORM 47, this is not scored.

Technical Evaluation

D3. Tenders are required to provide responses to Technical Questions as detailed in Annex B to DEFFORM 47, the responses will be scored as follows:

Score	Definition	Interpretation
8	Excellent	<i>Meets and exceeds:</i> Demonstration by Potential Provider with evidence of its ability to deliver a solution over and above the Authority's minimum requirement. Response demonstrates factors that will offer potential added value .
6	Good	<i>Meets:</i> Demonstration by Potential Provider with evidence of its ability to deliver a solution for the Authority's requirement.
4	Minor Reservations	<i>Almost meets or minor reservations only:</i> Some minor reservations and/or limited evidence of Potential Provider's ability to deliver a solution for the Authority's requirement.
2	Serious Reservations / Potentially Non Compliant	<i>Serious Reservations:</i> Serious reservations and/or lack of evidence of Potential Provider's ability to deliver a solution for the Authority's requirement. The Authority reserves the right to consider bidders scoring this rating as being non-compliant.
0	Unacceptable/ Non-Compliant	<i>Unacceptable:</i>

	No demonstration and/or no evidence of Potential Provider's ability to deliver a solution for the Authority's requirement. The Authority reserves the right to consider bidders scoring this rating as being non-compliant.
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D4. The Technical Evaluation Questions and weightings are as follows:

Criteria 1	Weighting	Proposed solution
		<i>These questions are designed to provide the Authority with a clear understanding of your proposed solution.</i>
1.1	15	<p>Please provide an outline of your approach and methodology to delivering against the requirements laid out in the SOR. You should support your response with:</p> <ul style="list-style-type: none"> • Your rationale for selecting this approach; • Evidence of the expertise of your organisation to deliver against the requirements of the project; • Supporting evidence from similar or relevant projects you have delivered.
Criteria 2		Resource, capacity and capability
		<i>This element is designed to provide the Authority with an understanding of both the capacity of your organisation, and the capability of the staff and/or subcontractors proposed, in order to deliver your proposed solution in a controlled, effective and appropriate manner.</i>
2.1	15	<p>Please provide details of the delivery team for the full the duration of the requirement together with an organisation chart for your proposed delivery team:</p> <ul style="list-style-type: none"> • Details, including CVs of both the core delivery team and the manager responsible for overall operational delivery ('Key Personnel') together with a short commentary for each that explains how their experience is appropriate to the delivery of your proposed solution. Please confirm that the Key Personnel will be available to deliver the services for each iteration of the contract; • An outline description of the roles and/or specialities of all staff shown on the organisational chart, clearly indicating if they are an employee of the Bidder, or (where they are not employed by the Bidder) provide the name of their employer or clearly indicate that an individual is self-employed;
2.2	5	Please provide evidence of the capacity of your organisation to either replace (in the event of unforeseen circumstances) Key Personnel, or to allocate additional resource, where necessary for the successful delivery of the project.
2.3	10	Please provide evidence in terms of previous relevant experience of, or related activities to demonstrate the delivery team's knowledge of UN peacekeeping operations in Africa.
2.4	5	Please provide evidence of a scenario which demonstrates your ability to adapt to change and modification to training programmes during course delivery.
2.5	15	Please describe or offer examples of the training aids and support material you will provide to enhance the course delivery and describe the training products to be handed over to BPST(A) following the course to be used thereafter at their discretion.

D5. To be Technically Compliant and pass the Technical Evaluation, the Tender must score 6 or 8 for questions 1.1, 2.1 and 2.5 (a score of 4 or below will be non-compliant).

D6. Technically compliant Tenderers will then be allocated an overall technical mark as follows:

- a. The highest scoring Technically Compliant Tender will be allocated the total available mark of 70.
- b. All other Technically Compliant tenders will have a technical mark calculated using a percentage (%) difference method as shown below:

$$\text{Technical Score} = \text{Total Available Marks (70)} \times \frac{(\text{Tender Technical Mark})}{(\text{Highest Technical Mark})}$$

Financial Evaluation

D7. The Financial Evaluation, evaluation of price, will be undertaken using the prices submitted in the Schedule of Prices and Rates and will be allocated a mark as follows:

- a. The lowest price will be allocated a score of 30.
- b. All other compliant tenders will have a pricing score calculated using a percentage (%) difference method as shown below:

$$\text{Pricing Score} = \text{Total Available Marks (30)} \times \frac{(\text{Lowest Priced Commercially and Technically Compliant Tender})}{(\text{Tender Price})}$$

Winning Tender

D8. The winning Tender shall be the Commercially compliant Tender which has the highest combined Technical and Financial score. In the instance that two or more Tenders have the same score, the Tender with the highest score for Technical question 1.1 will be the winning Tender. In the unlikely event that two or more Tenders have the same score and the same highest score for Technical question 1.1, the winning Tender will also have the highest score for Technical question 1.2.

Section E - Instructions on Submitting Tenders

Submission of your Tender

- E1. Your Tender must be submitted electronically via the AWARD® Virtual Tender Board by 10:00 28th Nov 2020. The Authority reserve the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. DVD) are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to the Virtual Tender Board. You must provide one priced copy of your Tender and one unpriced copy. You should ensure that there are no prices present in your unpriced copy.
- E2. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to AWARD® with your Tender as a PDF. Your Tender must be compatible with MSWord and other MSOffice applications.
- E3. Tenderers will receive AWARD® login details no later than 5 working days before the Tender submission date. Once logged into the AWARD® service, uploading and submission instructions will be readily available. Login details will be sent via two separate automatically generated emails. Tenderers should ensure their local mail application settings allow receipt of computer-generated emails.
- E4. AWARD® is security accredited to OFFICIAL-SENSITIVE. Material that is protectively marked above this classification must not be uploaded.
- E5. If you intend to upload any ITAR or Export Controlled information as part of your Tender, you must notify the Commercial Officer before you upload your Tender to AWARD®.
- E6. If you have any difficulty accessing the AWARD® service or if you have any questions with regards to the tendering exercise itself, please contact Sukhi.Rai662@mod.gov.uk.

E7. Format of Tender Response

Bidders should provide the following with their Tender:

- a. A completed and signed Tender Submission Document (Offer) – Annex A to DEFFORM 47
- b. A completed Annex 2 - Schedule of Prices & Rates – To include Prices.
- c. A completed Technical Evaluation Answer Sheet- Annex B – Response to Technical Questions to detail how you will meet the requirement.
- d. A completed DEFFORM 539A – Tenderers Commercially Sensitive Information.
- e. A completed Cyber Supplier Assurance Questionnaire (SAQ)- (undertaken at <https://supplier-cyber-protection.service.gov.uk/> using Reference RAR-NDF89CTB) along with any current Cyber Essentials Accreditation Certificate in accordance with Appendix 1 to Annex A (Offer) Note 14.
- f. Completed Key Personnel details as per Conditions 10 of Section 2 - Call Off Terms and Conditions.

Lots

- E8. The requirement has not been split into lots.

Variant Bids

E9. The Authority will not accept variant bids.

Samples

E10. Samples are not required and you are not to submit generic company literature or any superfluous content which has not been requested or has not been stipulated as Evaluation Criteria.

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 its Tender, expression of interest, the dynamic PQQ or the tender process;
 - f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34; [see explanatory note 32]
 - 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 entered into when the Authority sends written notification of its entry into the Contract, via a DEFFORM 159. Written notification will be issued, 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 the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.
- F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

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

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

F8. Where you have advised 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 arises at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises, 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 COI exist between the Tenderer and its advisers, and the Authority and its advisers. Any Tenderer who fails to comply with this requirement (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

Government Furnished Assets

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

Standstill Period

F12. The Standstill period does not apply.

Publicity Announcements

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

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

Sensitive Information

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

F16. For these purposes, the Authority may share within Government any of the Tenderers 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 material 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 Commercially Sensitive Information in accordance with the provisions of this ITT) to any Third Party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Reportable Requirements

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

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

Specific Conditions of Tendering

F20. N/A

DEFFORM 47 Annex A - Edn 07/18

Ministry of Defence

TENDER SUBMISSION DOCUMENT (OFFER) – REF NUMBER 701027426.

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

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

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law				Yes / No*
*Where 'No' is selected, Scots Law will apply.				
Total Value of Tender (excluding VAT)				
<p>£</p> <p>.....</p> <p>.....</p> <p>WORDS</p> <p>.....</p> <p>.....</p>				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Are the Contractor Deliverables subject to IPR that has been			Yes* / No	

exclusively, or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528.	Yes* / No
Have you 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 Form 1686 for sub-contracts?	Yes / No
Have you completed the compliance matrix/ matrices?	Yes / No / Not Required
Are you a Small Medium Sized Enterprise (SME)?	Yes / No
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Commercially Sensitive Information Form?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables 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 (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council.	Yes* / No
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?	Yes / No / Not Required
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements (as per paragraph F18) stated in this ITT?	Yes / No / Not Required
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<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"> a. the offered price has not been divulged to any Third Party, b. no arrangement has been made with any Third Party that they should refrain from tendering, c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, d. no discussion with any Third Party has taken place concerning the details of either's proposed 	

price, and

- e. no arrangement has been made with any Third Party otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.

We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in the Tenderer's Commercially Sensitive Information Form (DEFFORM 539A).

Dated this..... day of Year

Signature:

In the capacity of

.....
(Must be scanned original) (State official position
e.g. Director, Manager, Secretary etc.)

Name: (in BLOCK CAPITALS)

duly authorised to sign this Tender for and on behalf of:

(Tenderer's Name)

Postal Address:

Telephone No:

Registered Company Number:

Dunn And Bradstreet number:

Appendix 1 to Annex A (Offer)

Edn11/20

Information on Mandatory Declarations

IPR Restrictions

1. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding) .
2. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 1 above, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclose the Contractor Deliverable, including export restrictions. 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 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, when requested, give the Authority details of every restriction and obligation referred to in paragraph 2. The Authority will not acknowledge any such restriction unless so notified under paragraph 2 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. If you have previously provided information under paragraphs 2 and 3 you can provide details of the previous notification, updated as necessary to confirm their validity.

Notification of Foreign Export Control Restrictions

5. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.
6. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:

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

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

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

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

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

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

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

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

Import Duty

11. European Union (EU) 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 EU, 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 Low. The Risk Assessment Reference is RAR-NDF89CTB. Tenderers are required to complete the Suppliers Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Security Implementation Plan as appropriate.

Sub-contracts Form 1686

15. [Form 1686](#) (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. You can

find further information in the [Cabinet Office - Contractual Process](#).

Small and Medium Enterprises

16. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that every £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of MOD spending should be spent with SMEs by 2022; this applies to the money which the MOD spends directly with SMEs and through the supply chain. SMEs are defined in the [EU recommendation 2003/361](#).

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

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

19. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from: BiP Solutions Ltd

Web address: www.contracts.mod.uk

Tel No: 0845 270 7099

Transparency, Freedom of Information and Environmental Information Regulations

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

21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Prime Minister's letter of May 2010 ([Government Transparency and Accountability](#)) and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 13.

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 Commercially Sensitive Information Form (DEFFORM 539A, SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be commercially sensitive. 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. A Bank or Parent Company Guarantee is not required.



Foreign & Commonwealth Office

Section 1 – Form of Contract

Framework Agreement for:	CONFLICT, STABILITY & SECURITY FUND (CSSF) FRAMEWORK 2018
Reference Number:	CPG/2350/2018
Call-Off Title:	
Call-Off Reference:	7

This Call-Off Contract is made between the Secretary of State for Defence represented by the Ministry of Defence, acting as part of the Crown ("the Authority"),

and

..... ("the Supplier") having his main or registered office at **[address]**

("the Parties")

SIGNED on behalf of the Parties:

For the Supplier:

For the Authority:

By:

Full Name:

Full Name:

Position held on behalf of Supplier:

Position held on behalf of Authority:

Date:

Date:

Framework Agreement with:	[INSERT SUPPLIER NAME– TO BE COMPLETED AT CONTRACT AWARD]
Company Number:	[INSERT COMPANY CORPORATION NUMBER – TO BE COMPLETED AT CONTRACT AWARD]
Sub Contractors/Consortia:	[INSERT CONSORTIA / SUB CONTRACTORS– TO BE COMPLETED AT CONTRACT AWARD]
Framework Agreement for:	CONFLICT STABILITY & SECURITY FUND 2018
Framework Agreement Number:	CPG/2350/2018
Call-off Contract For:	Peacekeeping Intelligence Course for ENDF
Contract Number:	701027426
Call-off Contract PSAB Reference Number:	701027426

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Section 2 – Call-Off Terms & Conditions and Special Terms

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1. The above mentioned Framework Agreement.

1.1. Capitalised terms used in this Call-Off Contract shall (save where specified otherwise) have the meaning set out in the Framework Agreement.

2. Your proposal of [INSERT DATE PROPOSAL WAS RECEIVED – TO BE COMPLETED ON CONTRACT AWARD].

2.1. The Authority requires (“the Supplier”) to provide the Services as stated in the *Statement of Requirement* at Annex 1 and, under the Terms and Conditions of the Framework Agreement, which shall apply to this Call-off Contract as if expressly incorporated herein.

3. Commencement and Duration of the Services

3.1. The Supplier shall start the Services no later than **[Insert Start Date and Month] 20** (‘‘the Start Date’’) and Services shall be completed by **[Insert Start Date and Month] 20** (‘‘the End Date’’) unless the Call-off Contract is terminated or extended in accordance with the terms and conditions of the Framework Agreement and by contract variation.

3.2. The Authority reserves the right, without prejudice to its termination rights under the Framework Agreement, to terminate this Call-Off Contract (where it is a multi-year contract) at the end of each United Kingdom (UK) financial year, if the Supplier’s performance is not deemed satisfactory or the fund available to the CSSF programme is no longer sufficient to continue financing the programme.

4. Recipient

4.1. Authority requires the Supplier to provide the Services to the **Ethiopian National Defence Force** (‘‘the Recipient’’).

5. Financial Limit

5.1. Payments under this Call-off Contract shall not exceed **[Insert Value of Contract] £0,000,000.00 (Insert in words)** (‘‘the Financial Limit’’) and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the [Statement of Requirements \(Annex 1\)](#) and [Schedule of Prices and Rates \(Annex 2\)](#).

5.2. To support invoicing the Supplier shall provide monthly financial statements, covering activities delivered together with the Contract reference number.

5.3. Payment of invoices will be made monthly in arrears on receipt of an itemised invoice.

6. Milestone Payments and Charges

6.1. Any Supplier Personnel employee fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Call-off Contract.

6.2. Where applicable Milestone Payments, will be made on satisfactory performance of the Services, at the payment points defined as per Schedule of Prices and Rates. At each payment point set criteria will be jointly

agreed as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority when the relevant Milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

7. Fixed Price

7.1. Where the Parties have agreed in the [Schedule of Prices and Rates](#), that the Services will be provided on a fixed price basis, then the fixed price shall be paid according to the Schedule of Prices and Rates, which may relate to the achievement of specific Milestones as defined, dates or acceptance and shall be inclusive of all Supplier costs.

8. Time and Material

8.1. Where the Parties have agreed in the [Schedule of Prices and Rates Annex 2](#) that the Services will be provided on a time and materials basis, then:

- a) the Services shall be provided in accordance with the rate card set out in the Schedule of Prices and Rates;
- b) the Parties shall agree a maximum price, which shall include but not be limited to a resource profile, a fixed date to start and to complete and a set of deliverables, further details of which shall be agreed by the Parties in the Schedule of Prices and Rates;
- c) the Supplier shall attach to each invoice, records of the time spent and materials used in providing the Services, together with all supporting documentation including but not limited to all relevant timesheets, receipts (if applicable), a list of Services to which the invoice relates and a reference to the Contract and Schedule of Prices and Rates, as well as any other information as reasonably requested by the Authority from time to time;
- d) the Supplier must notify the Authority immediately if it becomes apparent that the cost to complete the Services will be in excess of the maximum price, and shall only proceed with and be paid for Services in excess of the maximum price with the prior written consent of the Authority.

9. Officials

9.1. The Authority Project/Contract Officer is as follows:

Title:	Name:	Contact Number:	Email Address:

10. Key Personnel

10.1. The following Supplier Personnel are the key Personnel of the purposes of this Call-Off Contract:

TO BE COMPLETED ON CONTRACT AWARD – SUPPLIER TO ADVISE DETAILS IN ITT

Title:	Name:	Contact Number:	Email Address:

11. Monitoring and Contract Performance Reports

11.1. For the purpose of monitoring of performance, the Supplier shall submit project reports in accordance with the agreements and timescales contained in the [Statement of Requirement at Annex 1](#).

11.2. These provisions will include without limitation:

- i. random inspections;
- ii. regular meetings;
- iii. the regular delivery of written management reports;
- iv. monthly report on Key Performance Indicators.

11.3. All such agreements will be carried out by the Supplier in a timely manner, as reasonably required by the Authority, and in line with Good Industry Practice.

12. Duty of Care

12.1. Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Framework Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property.

12.2. Unless otherwise agreed, the Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified the Authority in respect of any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.

12.3. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

12.4. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off Contract in relation to duty of care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.

12.5. Where the Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the [Statement of Requirements at Annex 1](#) and the [Security Risk Disclaimer Annex 3](#).

13. Third Party Rights for Sub-Contractors

13.1. The Supplier shall ensure that all Sub-Contracts contain provisions") to the effect of "in respect of security and secrecy, intellectual property and audit rights corresponding to those placed on the Supplier under this Contract (subject to such variations as the Authority may reasonably specify), which the Authority shall have the ability to directly enforce under the Contracts (Rights of Third Parties) Act 1999.

14. Call-off Contract Signature

14.1. If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at paragraph **Error! Reference source not found.** above) duly completed, signed and dated on behalf of the

Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

15. Destruction and deletion of Authority Data and Confidential Information

15.1. Pursuant to:

- Clause 16.1.3 of the Framework Agreement requiring the Supplier to provide an inventory of Authority Data in its possession or control; and
- Clause 29 (Confidentiality);

The Supplier shall, at the written direction of the Authority, delete, destroy or return, as appropriate, all Authority Data and Confidential Information (and any copies of it) on termination of the Call-Off Contract.

16. Special Terms & Conditions

16.1. The following Defence Conditions (DEFCONs) apply:

DEFCON	EDN	DESCRIPTION
DEFCON 5J	Edn 18/11/16	Unique Identifiers
DEFCON 520	Edn 05/18	Corrupt Gifts and Payments of Commission
DEFCON 522	Edn 11/17	Payment and Recovery of Sums Due
DEFCON 538	Edn 06/02	Severability
DEFCON 539	Edn 08/13	Transparency
DEFCON 550	Edn 02/14	Child labour and Employment Law
DEFCON 658	Edn 10/17	Cyber Cyber Risk Level –Low

16.2. The following Defence Forms (DEFORMS) apply:

DEFFORM	EDN	DESCRIPTION
111	05/19	Addresses and Other Information
539A	Edn 08/13	Tenderer's Commercially Sensitive Information Form

Annex 1 – Statement of Requirements

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SUPPORT TO THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA - PEACE SUPPORT TRAINING INSTITUTE

BACKGROUND

1. British Peace Support Team (Africa) [BPST(A)] manages HMG support to building the capacity of African partner nations, in particular to improve their capability and capacity to undertake peace support operations (PSO).
2. The Ethiopian Ministry of National Defence (EMOND) has requested UK assistance in developing the intelligence capacity of its staff deploying on UN peacekeeping missions.
3. Over the last 8 years, the UK has delivered training to the Ethiopian National Defence Forces (ENDF) intelligence community. The format for this training has recently changed to better align it to the UK Africa strategy. In Feb 19, the UK funded and delivered its first peacekeeping intelligence training package at the Ethiopian Peace Support Training Institute (PSTI) to an international audience, based on UN policy. The outcome of this training, and one subsequent package¹, was better trained Ethiopian and regional peacekeepers.
4. This delivery is linked to the ENDF's commitment to UN peacekeeping missions in South Sudan, Abyei and Darfur, where it collectively contributes approximately 6,600 troops, making it the world's largest UN troop contributing country (TCC). Other regional TCCs and police contributing countries (PCCs) that would benefit from this training include Tanzania and Rwanda, who collectively deploy over 7,600 troops on UN operations every year. Although focused on UN peacekeeping, the training would also benefit individuals deploying to AMISOM.
5. The UN has identified tactical-level intelligence as a capability gap among TCCs on peacekeeping operations. This is linked particularly to the UN military component's role in the protection of civilians and force protection.

REQUIREMENT SUMMARY

6. Commercial support is required to deliver three iterations covering financial years (FY) 20/21, 22/23 and 23/24 of an intelligence training package set in a UN peacekeeping context and reflective of UN policy, doctrine and standards, the Geneva Convention and International Human Rights law. The requirement is for three deliveries of a 2-week training package comprising two separate concurrent courses - one on human intelligence (HUMINT) and the other on advanced intelligence analysis. Each course will cater for a class size of approximately 20 national and international students. The exact composition of the training package will be agreed once a supplier is confirmed.

¹ Delivered in Feb 2020.

7. The requirement includes curriculum design² (year one only), delivery and evaluation of the training package. The activity supports the development of Ethiopian and regional T / PCCs' capacity to conduct better intelligence-led activities on UN peacekeeping operations.

8. The training package is to be developed by the supplier in close consultation with BPST(A) and is to include the following elements:

HUMINT

Objective: HUMINT practitioners that are able to plan and conduct HUMINT activities in a UN peacekeeping environment:

- The intelligence cycle and its integration into operations
- Geneva Conventions and Human Rights Law
- The principles of intelligence
- HUMINT oversight
- Planning HUMINT operations
- HUMINT management
- Questioning skills
- Meeting human contacts
- Face-to-face debriefing
- Risk assessments
- Report writing

ADVANCED INTELLIGENCE ANALYSIS

Objective: intelligence staff officers able to advise, plan, collect and disseminate intelligence in support of UN peacekeeping mandated tasks:

- The intelligence cycle and its integration into operations
- Geneva Conventions and Human Rights Law
- The principles of intelligence
- Advanced analysis tools - critical thinking and analysis methodologies
- Common perceptual and cognitive biases
- Key assumptions check
- Quality of information check
- Indicators or signposts of change
- Analysis of competing hypotheses
- Red teaming
- Risk analysis
- Working to the commanders / mission PIRs
- Intelligence gap identification methods and requirements planning
- Open source information gathering processes
- Human terrain analysis
- Reporting
- Scenario building scenarios

² Unless the contractor has been used by BPST(A) in the past and has already been paid for curriculum development.

SCOPE OF SERVICES

- a. The first delivery of the 2-week training package is to be scheduled within the period 22 February – 19 March 2021 (exact dates to be confirmed by ENDF once fallout from COVID-19 crisis known). Significant changes to the course delivery date should be agreed between the supplier and BPST(A). The Yr 2 and Yr 3 delivery dates are yet to be scheduled but likely to be each March.
9. The development of the programme and training materials will precede this delivery date as stated below:
 - a. **On confirmation of contract award:** Engagement with BPST(A) project officer to confirm the general timeline for delivery and agree a detailed work plan. This will be via correspondence and Skype / phone. No funding is included for face to face meetings.
 - b. **4 weeks prior to delivery:** the production of a 2-week training package for consideration by the PSTI and project officer. The purpose of this task is to ratify course content, the facility requirements and life support requirements. This phase will be concluded with agreement of the issues mentioned above.
 - c. Delivery of the training package – UN peacekeeping intelligence. The course modules comprise 10 days of content delivery with a total of not more than 13 days funded activity for each delivery.
10. Outputs and Deliverables. The supplier, under the direction of the project officer, shall:
 - a. Design and produce training programmes, associated training materials and training aids, deliver instructional periods, conduct syndicate room activities and associated classroom-based exercises for each module.
 - b. Produce all student hand out material and electronic media supply.
 - c. Conduct an evaluation of the activity, including meeting monitoring and evaluation (M&E) requirements, as defined by BPST(A).
 - d. Instruct, mentor and evaluate students at all times, including during scenario-based activities.
 - e. Produce a report to BPST(A) detailing the conduct of the activity including an evaluation of student activity and lessons learned, in line with BPST(A) guidance.
 - f. Participate in meetings and skype calls.
11. Services. The following additional services shall be provided by the supplier:
 - a. Scenario development. The supplier will use the UN-endorsed Carana scenario (a chapter 7, UN peacekeeping operation based in Africa) and develop, as required, a derivative special idea that students are not familiar with and associated maps and graphics. The

scenario must have sufficient detail to provide the framework for syndicate work and planning exercises with an appropriate level of granularity in human and physical terrain to facilitate learning outcomes.

- b. Production of training material. To include printing and electronic media to support the delivery of the training as required. The supplier, in accordance with this SOR, will develop training material to aid student learning and produce an aide memoire for all students to take away after the course. The content of training material, aide memoires and mapping to support the training scenarios shall be agreed with the project officer. The supplier should expect to be responsible for production costs.

12. The supplier will be supported by a BPST(A) project officer who will act as a key interlocutor with the PSTI during programme development, programme delivery and post-programme evaluation.

13. The BPST(A) project officer will enable all the detailed requirements listed below:

- a. Office space. BPST(A) will identify and secure appropriate space for each training activity, which shall include an instructors' room with electrical power and appropriate furniture.
- b. Security. The course will be conducted under the security provisions provided by Ethiopian national security forces. The supplier support will operate under the management of the BPST(A) project officer who will provide a risk assessment for this programme of works. The project officer shall provide a security brief in coordination with the British Embassy on arrival in country.
- c. Transportation. BPST(A) will arrange transport for suppliers to and from the training facility for the duration of the training package.
- d. Administration. BPST(A) will coordinate administration for students, including joining instructions, local transport, accommodation and feeding arrangements, and medical facilities.
- e. Training material and facilities. Classrooms, projectors, flip charts, white boards and stationery will be provided by the PSTI. Equipment purchased by the supplier for the purposes of the training course remains the property of the supplier.
- f. Instructor flights, accommodation and subsistence. BPST(A) will arrange and meet the costs of flights from the UK to Ethiopia, and accommodation and subsistence in Addis Ababa for supplier staff.³

14. Training Audience. BPST(A) will coordinate with ENDF and regional TCCs to ensure that the course participants meet the necessary course entry standards as highlighted below:

- a. Intelligence practitioners who are likely to take up intelligence related roles on UN peacekeeping operations at battalion or sector HQ levels of command (or police equivalent).
- b. Already have a good understanding of the intelligence cycle and course related activities.
- c. Have an appropriate level of English language skills – oral and written – and to be computer literate. *(However, this cannot always be achieved and therefore the supplier should expect some of the student body to struggle with English. An interpreter will be made available if*

³ Economy flights, BPST(A) approved hotel, and subsistence based on UK MOD rates.

necessary; however, student feedback in the past shows they gain understanding through breakout sessions and student discussion groups. The supplier is to be able to operate under such conditions and should take this into account during course design.)

The training package is to be designed for approximately 40 students (2 bespoke courses, each for 20 individuals). Feedback from previous courses held at the PSTI show that students like: time to discuss issues; handouts; and to conduct practical exercises. The supplier should take this feedback into account when producing the programme.

SPECIFIC REQUIREMENTS

15. Time/Approach. The requirement of days for each activity is described as follows:
- a. Delivery. Training shall to be delivered in line with paragraph 9.
 - b. Preparation in location. Time will be allocated for the supplier to integrate with other training providers (ENDF, project officer, PSTI staff as appropriate), to prepare training facilities and to finalise the detailed programme on arrival at the training location. Trainers will be required in location 2 working days before the course start date (unless the trainers are already familiar with the training centre).
 - c. Preparation at 'home location'. There will be a requirement to prepare material in advance of the training package. Much of this work can be done remotely and will be agreed by the project officer on contract award. The supplier is to identify the number of days estimated to be required for course preparation, to include the refinement and production of associated materials. The preparation period should not exceed 3 days.
 - d. Communication and Information Technology. Suppliers should expect to deploy with their own laptop computers and mobile phones. WiFi internet access to a local mobile telephone provider is generally available, but the reliability of these services cannot be guaranteed. Data transfer is typically via 'thumb/flash drives'. The supplier should ensure it has its own means of communication and internet should this not be available in the training locations.
 - e. Insurance. The supplier shall be responsible for the provision of personal insurance, company liability and indemnity insurance, travel and medical insurance cover. This should be fully demonstrated in the contractor's submission.
16. Location. All training will take place at the PSTI in Addis Ababa, Ethiopia. Any alteration to this location is to be mutually agreed between the supplier and BPST(A).
17. Resources. Generically:
- a. Project Officer. BPST(A) shall provide, or facilitate provision of, an individual with appropriate experience as the project officer for the training activity, responsible for overall coordination and monitoring the performance of the supplier. The supplier assigned to the training activity shall report directly to the project officer assigned the lead for that activity.
 - b. Instructors. CVs are to be provided for each instructor clearly demonstrating relevant experience.

- c. Monitoring and evaluation. The training package is to incorporate BPST(A) M&E processes using methodology provided to the supplier one week before the training commences. M&E requirements include the completion of an on-line instructor evaluation form at the end of the course. The supplier will be expected to collect information during the course to inform the evaluation. In addition, the supplier will be expected to submit an end-of-course report, which should include training observations and lessons identified.

CONSTRAINTS

- 18. The first training package is to be delivered before 21 Mar 2021.

INTELLECTUAL PROPERTY RIGHTS (IPR)

- 19. The coursework, once delivered, becomes the property of the MOD.
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Annex 2 – Schedule of Prices & Rates

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Line Number	Specification	DofQ	Total Qty	Delivery Date	Firm Price (£) Ex VAT	
1	Design and delivery of an Intelligence training package set in a UN peacekeeping context and reflective of UN policy - as per Annex 1 - Statement of Requirement	EA	1	2021	Per course £	A breakdown of the Firm Price for overall Course must be provided below
2	Design and delivery of an Intelligence training package set in a UN peacekeeping context and reflective of UN policy - as per Annex 1 - Statement of Requirement	EA	1	2022	Per course £	A breakdown of the Firm Price for overall Course must be provided below
3	Design and delivery of an Intelligence training package set in a UN peacekeeping context and reflective of UN policy - as per Annex 1 - Statement of Requirement	EA	1	2023	Per course £	A breakdown of the Firm Price for overall Course must be provided below

	Please provide a breakdown of the Total Firm Price provided at Line 1 above	£ Each	Qty	Firm Price (£) Ex VAT
i	Price of Return Flights	At cost – see ‘a’ below, please provide an estimated cost		
ii	Rate of Man Training Days (Please state No. of Man days)			
iii	Other (Please state)			
iv	Other (Please state)			

	Please provide a breakdown of the Total Firm Price provided at Line 2 above	£ Each	Qty	Firm Price (£) Ex VAT
i	Price of Return Flights	At cost – see ‘a’ below, please provide an estimated cost		
ii	Rate of Man Training Days (Please state No. of Man days)			
iii	Other (Please state)			
iv	Other (Please state)			

	Please provide a breakdown of the Total Firm Price provided at Line 3 above	£ Each	Qty	Firm Price (£) Ex VAT
i	Price of Return Flights	At cost – see ‘a’ below, please provide an estimated cost		
ii	Rate of Man Training Days (Please state No. of Man days)			
iii	Other (Please state)			
iv	Other (Please state)			

Travel and Subsistence.

a. Air Travel will be reimbursed at cost on production of appropriate evidence, eg, ticket or receipt. Where it is necessary to travel by commercial airlines in pursuit of the Contract, the contractor should use any benefits acquired from travel undertaken on Contract deliverables (eg “Air Miles”/Avios), if possible, to offset the costs of further travel taken on behalf of the Authority.

Annex 3 – Security Risk Disclaimer

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1. This Annex is not used for this requirement.
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Annex 4 – Processing, Personal Data & Data Subjects

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This Annex 4 shall be completed by the Controller, where required on a Call-Off Contract by Call-Off Contract basis, who may take account of the view of the Processor, however the final decision as to the content of this Annex 4 shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: TBC
2. The contact details of the Processor's Data Protection Officer are: TBC
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex 4.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, and in relation to Call-Off Contract 701027426, the Customer is the Controller and the Supplier is the Processor in accordance with Clause 32.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the Call-Off Contract to provide the service.
Duration of the processing	During the delivery of the courses which are to take place in Feb/Mar 2021, Mar 2022 and Mar 2023
Nature and purposes of the processing	The Processor will have the names of students and their ENDF unit details these details will be used to produce Course certificates for students.
Type of Personal Data being Processed	Student name and their ENDF unit details
Categories of Data Subject	Students (these are members of the Ethiopian National Defence Force)
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Any records containing Student details will be destroyed within 5 working days of the course ending.

Annex 5 – Insurances

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REQUIRED INSURANCES (SCHEDULE 3 OF THE FRAMEWORK AGREEMENT REFERS)

CALL-OFF CONTRACT REFERENCE: 701027426

PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

1.INSURED

- 1.1 The Supplier.

2.INTEREST

- 2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

death or bodily injury to or sickness, illness or disease contracted by any person;

loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 3) and arising out of or in connection with the provision of the Services and in connection with this Call-Off Contract.

3.LIMIT OF INDEMNITY

- 3.1 Not less than £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) in respect of any one occurrence, the number of occurrences being unlimited, but £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) for any one occurrence and in the aggregate per annum in respect of products and pollution liability.

4.TERRITORIAL LIMITS

- 4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

5.PERIOD OF INSURANCE

- 5.1 From the commencement date of the Call-Off Contract for the term of the Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing.

6.COVER FEATURES AND EXTENSIONS

- 6.1 Indemnity to principals clause.

7.PRINCIPAL EXCLUSIONS

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8. MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not to exceed £5,000 for each and every third party property damage claim (personal injury claims to be paid in full).

9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3

9.1 Not applicable.

PART B: PROFESSIONAL INDEMNITY INSURANCE

1. INSURED

1.1 The Supplier.

2. INTEREST

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3. LIMIT OF INDEMNITY

3.1 Not less than £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) in respect of any one claim and in the aggregate per annum.

4. TERRITORIAL LIMITS

4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

5. PERIOD OF INSURANCE

5.1 From the date of this Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the term of the Call-Off Contract or until earlier termination of the Call-Off Contract and (b) for a period of 6 years thereafter.

6. COVER FEATURES AND EXTENSIONS

6.1 Retroactive cover to apply to any claims made policy wording in respect of this Call-Off Contract or retroactive date to be no later than the commencement date of the Call-Off Contract.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils

7.2 Nuclear and radioactive risks

8. MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not to exceed £5,000 each and every claim.

9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3

9.1 Not applicable.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

10. GENERAL

10.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

Annex 6 – Supplier Code of Conduct

(APPENDIX B OF THE FRAMEWORK AGREEMENT REFERS)

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1. This Annex is not used for this requirement.

DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Liz Harding

Address: HO Commercial, F10 Innsworth House, Imjin Barracks, Innsworth, Gloucester, GL3 1HW

Email: Elizabeth.Harding784@mod.gov.uk ☎☎ 0300 158 4582

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

Name: TBC

Address

Email: ☎☎

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 N/A

6. Intentionally Blank

7. Quality Assurance Representative: N/A

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

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

8. Public Accounting Authority

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

☎☎ 44 (0) 161 233 5397

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

☎☎ 44 (0) 161 233 5394

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

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

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

Air Freight Centre

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

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

Surface Freight Centre

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

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

B.JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

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

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

12. Forms and Documentation are available through *:

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

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

*** NOTE**

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

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

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

Tenderer's Commercially Sensitive Information Form

ITT Ref No:
Description of Tenderer's Commercially 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:

General Conditions

Third Party IPR Authorisation

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

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