**Andrew Hall** *DF47 Edn 09/21*

|  |  |
| --- | --- |
|  | UKStratComComrcl C2-07  Defence Academy of the United Kingdom  Room 103, Trenchard  Shrivenham  Wiltshire SN6 8LA    Tel: +443001582724  Email: Andrew.hall453@mod.gov.uk |

|  |  |
| --- | --- |
|  |  |
|  | Your Reference: |
|  | Our Reference: 702754450 |
|  |  |
|  | Date: 7 February 2022 |
|  |  |
|  |  |

Dear Sir/Madam,

Invitation To Tender Reference Number: 702754450- DAO New Qualification Management System (QMS)

1. You are invited to tender for DAO New Qualification Management System (QMS) in competition in accordance with the attached documentation.
2. The requirement is for The Defence Awarding Organisation (DAO) requires a digitalised qualification management system (QMS) to improve efficiency, reduce regulatory risk and grow capacity to meet increasing Defence demand.
3. The contract duration is for 3 years with two 1 year options to be invoked. Tenderers are required to provide a price for the initial 3 years and option periods.
4. The anticipated date for the contract award decision is 22 March 2022, please note that this is an indicative date and may change.
5. You must submit your Tender to the Defence Sourcing Portal by 22-Mar-2022 09:00:00 (GMT).

Yours faithfully

Mr A Hall

UkStratCom-Comrcl

**Invitation to Tender**

**For**

**DAO New Qualification Management**

**System (QMS)**

**Table of Contents**

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

This invitation consists of the following documentation:

· DEFFORM 47 – Invitation To Tender. The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:

§ Section A – Introduction Page 4

* Section B – Key Tendering Activities Page 8

§ Section C – Instructions on Preparing Tenders Page 10

§ Section D – Tender Evaluation Page 11

§ Section E – Instructions on Submitting Tenders Page 18

§ Section F – Conditions of Tendering Page 19

§ DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1

§ Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations

· Contract Documents (As per the contents table in the Terms and Conditions)

§ Terms & Conditions which includes the Schedule of Requirements and any additional Schedules, Annexes and/or Appendices

· DEFFORM 111 – Appendix to Contract - Addresses and Other Information

· DEFFORM 539A – Tenderer’s Commercially Sensitive Information Form (Schedule 4)

· Any other relevant documentation:

**Section A - Introduction**

**DEFFORM 47 Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Purpose**

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

a.        timetable for the next stages of the procurement;

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

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

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

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

f. Contract Terms & Conditions

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

A22. This Requirement is issued with the Contract Notice under the Open Procedure and is not exempt from the Public Contract Regulations 2015.

A23.   n/a

A24.   n/a

A25. n/a

A26. n/a

**ITT Documentation and ITT Material**

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

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

b.    not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team

involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;

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

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

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

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

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

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

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

**Tender Expenses**

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

**Consortia and Sub-Contracting Arrangements**

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

**Material Change of Control**

A31. Not Used.

A32. Not Used.

A33. Not Used.

A34. Not Used.

**Contract Terms &Conditions**

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

A36. The Contract Terms & Conditions are 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 Tenderers’ Conference | N/A | N/A | N/A |
| Date for Confirmation of attendance at Tenderers’ Conference | N/A | N/A | N/A |
| Final date for Clarification Questions / Requests for additional information | Final Clarification Questions / Requests for additional information – 25/02/2022 @ 12:00 | Tenderers | Defence Sourcing Portal |
| The Authority issues Final Clarification Answers | 02/03/2022 @ 12:00 | The Authority | All Tenderers |
| Tender Return | 22/03/2022 @ 09:00 | Tenderers | Defence Sourcing Portal |
| Tender Evaluation | 22/03/2022 | The Authority | N/A |
| Negotiations | N/A | The Authority | N/A |
| Reverse Auction  (See Annex B for more information on the conduct of the Reverse Auction) | N/A | The Authority | N/A |
| Trials / Testing | N/A | The Authority | N/A |

**Notes**

**Tenderers Conference**

B1.        A Tenderers Conference is not being held.

**Clarification Questions**

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

**Tender Return**

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

**Negotiations**

B4.        Negotiations do not apply to this tender process.

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

**Section C - Instructions on Preparing Tenders**

**Construction of Tenders**

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

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

**Validity**

C3. Your Tender must be valid and open for acceptance for 90 days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further 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. This section details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

|  |  |  |
| --- | --- | --- |
| **The Tender Evaluation will be on the basis of:** |  | **Technical 60%, of which 10% is for Social Value.**  **Price 40%** |
| **economically advantageous having regard to price, delivery, etc** |  | Technical score = Total available marks x (tender technical mark/highest technical mark). Pricing score = Total available marks x (lowest priced/priced being considered). Technical Score + Pricing Score = Total Score Awarded. The optimum is the highest technical score and lowest price, this together would get the highest total score. If you had the highest score and your price was double that of the lowest priced compliant tender, this would receive a lower total score |
|  |  | [**For the purposes of this Tender the Price evaluation will be based upon a comparison of the rates provided by each Tenderer in Schedule 10]** |
|  |  |  |
| **Mandatory Criteria:** |  |  |
| Mandatory Requirements |  | **See Technical Evaluation Matrix** |
| Returns completed in DEFFORM 47 Annex A (Offer) |  | Pass / Fail |
| Minimum Technical Requirements met |  | Pass / Fail |
| Failure to meet the Mandatory Criteria will result in your tender being non-compliant. | | |
|  | | |

**Technical Evaluation**

**The objective of this evaluation is to establish confidence in the Company’s ability to meet the Defence Academy’s requirement to deliver the DAO New Qualification Management System (QMS) on behalf of the MOD.**

**Tenders will be evaluated against the technical criteria listed and given a rank score 0-5 for each criterion. The maximum points to be awarded for each aspect are 5.**

**As guidance:**

**Scoring Guide:**

If all essential specifications are met, the bid will progress further, and each criterion will be scored a mark as follows:

* 0 - No response, no evidence of appropriate capability or non-compliant and does not meet the requirement.
* 1 – Subject covered, but no supporting evidence and significantly fails to meet expectations
* 2 - Response meets some expectations but not all
* 3 - Response fully meets all expectations (this score represents a 'pass')
* 4 - Response fully meets all expectation and, in some cases, exceeds expectations
* 5 - Response exceeds expectations and demonstrates best practice solutions and/or innovative proposals

**This rank will then be multiplied by a weighting factor (‘weighting’) attributed to that criterion, giving the final score for the renderer against that criterion. The weightings provided are:**

* 5 – high importance
* 4 – above average importance
* 3 – average importance

|  |  |  |  |
| --- | --- | --- | --- |
| **Company:** |  | **Total Score** |  |
| **Assessor:** |  | **Date:** |  |

| **Serial** | **Criteria** | **Mark** | **X  Scaling** | **=**  **Score** | **Comments** |
| --- | --- | --- | --- | --- | --- |
| 1 | Evidence that the potential provider is able to provide a QMS which has capability to undertake:   * Governance control of Defence Awarding Organisation (DAO). Ability to demonstrate compliance against all General Conditions of Recognition (GCoR) and link all processes to regulatory position. Providers to provide proven examples of how existing Awarding Organisations meet this within the proposed solution. * Regulated qualification (iaw Regulated Qualification Framework (RQF)) development and management. Functionality to manage the development of new qualifications and manage existing qualifications. * Awarding Centre (AC) management and control. Ability to manage and control of all ACs, for compliance, including centre details, staff contacts, satellite sites, IQAs, Assessors, through-put, risk and compliance status, outstanding actions, malpractice, conflict of interest, Reasonable adjustments, appeals and sanctions. * Digital certification. Provide a digitalised solution with an eCertification capability, with QR code, to ensure greater control and security; and functionality for DAO to print learner qualification certificates. |  | 5 |  |  |
| 2 | Evidence that the potential provider is able to provide a QMS which aligns with DefAc being a digital academy (and DefAc Digital Transformation Project aims) and the Government agenda of digital by default, as led by Government Digital Service (GDS). |  | 3 |  |  |
| 3 | Evidence that the potential provider is able to provide a solution that is kept up-to-date and is updated and aligned in anticipation of changes imposed by regulators, ie Ofqual/SQA, that will strengthen DAO governance arrangements. Show how meeting CASS requirement, ie Ofqual GCoR Condition H2. |  | 5 |  |  |
| 4 | Evidence that the potential provider is able to provide a QMS that is robust, with business continuity functionality and able to provide a continuous service remotely. |  | 4 |  |  |
| 5 | Evidence that the potential provider can provide an enduring branded ‘DAO’ system, with a specific organisation (DAO) domain capability. |  | 3 |  |  |
| 6 | Evidence that the potential provider can provide a help-desk facility for DAO staff and DAO centre/EQA queries, respond within <2hrs. |  | 3 |  |  |
| 7 | Evidence that the potential provider can provide training on how to use new QMS for DAO and Centre staff as well as trg/guidance to EQA. |  | 4 |  |  |
| 8 | Evidence that the potential provider can provide an income generation/billing option. To allow payment by individual learner for qualification certificates. |  | 3 |  |  |
| 9 | Evidence that the potential provider can provide a Web-enabled and Cloud-based solution, ie no hardware/server requirement. Solution provides secure access and is system agnostic, ie not tied to DefAc IS or MODNet (can allow access from ‘@mod.gov.uk’ emails); can be assessed via any ‘www’ browser/Internet Explorer and potential to export qualifications to ePortfolio, eg Mahara. |  | 5 |  |  |
| 10 | Evidence that the potential provider can provide an interface to external systems such as Construction Skills Certification Scheme (CSCS) – to verify qualifications. |  | 3 |  |  |
| 11 | Evidence that the potential provider can provide a QMS over 3+1+1 yrs.  How effective is the Provider’s response in meeting a fair price for both parties? (A strong answer will provide details of the managerial approach adopted, which clearly sets out fees and details best use of technology) |  | 5 |  |  |
| 12 | Evidence that the potential provider can provide evidence of data security, meeting Defence’s high standards of data assurance with alignment to DPA 2019. |  | 5 |  |  |
| 13 | Evidence that the potential provider has significant AO experience within organisation and holds the following certifications or equivalent or is working towards achieving these certifications/equivalent within six months of contract placement, to support the system:  ISO 9001 Quality Management System.  ISO 20000 IT Service Management System.  ISO 22301 Business Continuity Management System.  ISO 27001 Information Security Management System.  Public Service Network (PSN) Certification. | PASS/FAIL | | |  |
| 14 | What experience does the provider have in managing a partnering relationship with their customer? (A strong answer will include a maximum of 2 examples of previous partnering successes.) |  | 3 |  |  |
| 15 | Evidence the potential provider commitment to Equal Opportunities. Focussing on:  Reducing the disability employment gap  Tackling workforce inequality. |  |  |  | **Social Value = 10%** |

D2. Negotiations do not apply to this tender process.

**Section E - Instructions on Submitting Tenders**

**Submission of your Tender**

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by the date in the covering letter. The Authority reserves the right to reject any Tender received after the stated date and time.  Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITT reference 702754450.

E2. You must provide via the DSP one priced copy of your Tender and one unpriced copy. Both copies should be clearly labelled and easily identifiable. You must ensure that there are no prices present in your unpriced copy. The Authority has the right to request, at its discretion, that any pricing information found in the unpriced copy is redacted in accordance with paragraph E3.

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

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact the issuer of this ITT if you have a requirement to submit documents above OFFICIAL SENSITIVE

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact the issuer of this ITT to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

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

**Lots**

E7. n/a

**Variant Bids**

E8. n/a

**Samples**

E9.  n/a

**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.

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 all applicable UK legislation and any equivalent legislation in a third state.

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

**Bid Rigging and Other Illegal Practices**

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

***Conflicts of Interest***

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

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

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

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

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

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

F8. Where you have 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 Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award a Contract to the successful Tenderer before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158s are sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

**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 SC1B Schedule 4 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 09/21**

**Ministry of Defence**

**Tender Submission Document (Offer) – Ref Number 702754450**

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

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

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

**Appendix 1 to Annex A (Offer)**

**Edn 08/21**

**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 3 below, 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. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.

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

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

**Cyber Risk**

14. Cyber risk has been considered and a Cyber Security Model resulted in a ‘Not Applicable’ outcome.

**Sub-contracts Form 1686**

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

**Small and Medium Enterprises**

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

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

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

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

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

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

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

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

23. You must complete the attached Tenderer’s Commercially Sensitive Information Form (SC1B Schedule 4) 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)](https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

**Change of Circumstances**

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

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

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

**Defence Safety Authority (DSA) Requirements**

28. There are no DSA Requirements.

**Bank or Parent Company Guarantee**

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

**Terms and Conditions**

**Standardised Contracting Terms**

**SC1B**

**1Definitions - In the Contract:**

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

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

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

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

**Contractor Commercially Sensitive Information** means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

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

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

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

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

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

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

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

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

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

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

**2 General**

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

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

c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

(1) the terms and conditions;

(2) the schedules; and

(3) the documents expressly referred to in the agreement.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.

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

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

**3 Application of Conditions**

a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

**4 Disclosure of Information**

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

**5 Transparency**

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

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

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

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

**6 Notices**

a. A Notice served under the Contract shall be:

(1) in writing in the English Language;

(2) authenticated by signature or such other method as may be agreed between the Parties;

(3) sent for the attention of the other Party’s representative, and to the address set out in the Contract;

(4) marked with the number of the Contract; and

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.

b. Notices shall be deemed to have been received:

(1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;

(2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;

(3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient’s time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient’s time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

**7 Intellectual Property**

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim**.**

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

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

a. This Contract comes into effect on the Effective Date of Contract.

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.

c. The Contractor shall ensure that the Contractor Deliverables:

(1) correspond with the specification;

(2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor’s skill and judgement; and

(3) comply with any applicable Quality Assurance Requirements specified in the Contract.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

**9 Supply of Hazardous Contractor Deliverables**

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:

(1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;

(2) the International Maritime Dangerous Goods (IMDG) Code;

(3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

(4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

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

c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority’s representatives in the manner and format prescribed in the Contract:

(1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and

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

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

(1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and

(2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and

(3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority’s representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

**10 Delivery / Collection**

a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

**11 Marking of Contractor Deliverables**

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

b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

**13 Progress Monitoring, Meetings and Reports**

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

**14 Payment**

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor’s obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

**15 Dispute Resolution**

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

**16 Termination for Corrupt Gifts**

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

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

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

(2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

(a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 16.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

**17 Material Breach**

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

**18 Insolvency**

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

**19 Limitation of Contractor’s Liability**

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

(1) for:

a. any liquidated damages (to the extent expressly provided for under this Contract);

b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor’s failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;

d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

(2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

(3) for death or personal injury caused by the Contractor’s negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;

(4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

**20 Project specific DEFCONs and DEFCON SC variants that apply to this Contract:**

DEFCON 076 (SC1) (Edn. 06/21) - Contractor's Personnel at Government Establishments

DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes

DEFCON 503 (SC1) (Edn. 07/21) - Formal Amendments To Contract

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

DEFCON 532B (Edn. 09/21) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

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

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

DEFCON 538 (Edn. 06/02) – Severability

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

DEFCON 601 (SC) (Edn. 03/15) - Redundant Material

DEFCON 620 (SC1) (Edn. 08/21) - Contract Change Control Procedure

DEFCON 649 (SC1) (Edn. 12/21) – Vesting

DEFCON 687A (SC1B) (Edn. 06/21) - Provision of a Shared Data Environment Service

DEFCON 694 (SC1) (Edn. 07/21) - Accounting For Property of the Authority

**Intellectual Property Rights**

DEFCON 703 (Edn. 06/21) - Intellectual Property Rights - Vesting in the Authority

**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.

**21 The special conditions that apply to this Contract are:**

21.a **Option to Extend**

The option prices detailed below are firm prices not subject to variation.

a. In addition to the quantity detailed at the Schedule of Requirements, the Contractor hereby grants to the Authority the following irrevocable options to extend in accordance with the terms and conditions set out in this contract or any such subsequent contract or contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such options.

(1). Option 1: A one year extension in time (i.e to 31st March 2026) for the delivery of the services already ordered, provided that the Authority exercises such an option by no later than 1st October 2024.

(2). Option 2: A one year extension in time (i.e to 31st March 2027) for the delivery of the services already ordered, provided that the Authority exercises such an option by no later than 1st October 2025.

b. The Authority shall have the right to exercise the options by the specified dates or within such further period as corresponds to the aggregate of any period(s):

(1). for the duration of which the Authority is prevented from exercising any such option by reason of any other breach of the Contract by the Contractor.

c. The Authority shall not be obliged to exercise the options.

**22 The processes that apply to this Contract are:** Not Applicable

**Quality Assurance Conditions**

ISO 9001 Quality Management System

**DEFFORM 532**

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

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

|  |  |
| --- | --- |
| **Data Controller** | The Data Controller is the Secretary of State for Defence (the Authority).  The Personal Data will be provided by:  *[insert the delivery team name (or equivalent source), address and contact details]* |
| **Data Processor** | The Data Processor is the Contractor.  The Personal Data will be processed at:  *[insert location(s), address and contact details]* |
| **Data Subjects** | The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: *[please specify]*  *[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]* |
| **Categories of Data** | The Personal Data to be processed under the Contract concern the following categories of data: *[please specify]*  *[Examples include name, address, telephone number, medical records etc]* |
| **Special Categories of data (if appropriate)** | The Personal Data to be processed under the Contract concern the following Special Categories of data: *[A Special Category of Personal Data is anything that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life or sexual orientation or genetic or biometric data]* |
| **Subject matter of the processing** | The processing activities to be performed under the contract are as follows: *[please specify]*  *[This should be a high-level, short description of what processing will be taking place and its overall outcome i.e. its subject matter]* |
| **Nature and the purposes of the Processing** | The Personal Data to be processed under the Contract will be processed as follows: *[please specify]*  *[The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means or not) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]* |
| **Technical and organisational measures** | The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: *[please specify]*  *[Provide an overview of the measures described in the System Requirements, Statement of Work and/or the controls required in accordance with the Cyber Risk Profile relevant to the Contract, as detailed in Annex A to Def Stan 05-138. Examples include anonymisation, authorised access, data processed on closed/restricted systems]* |
| **Instructions for disposal of Personal Data** | The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): *[please specify]*  *[Describe how long the data will be retained for and how it will bereturned or destroyed]* |
| **Date from which Personal Data is to be processed** | Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: *[please specify if applicable]* |

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

**DEFFORM 177**

**DEFFORM 177**

**(Edn06/21)**

**Ministry of Defence**

**Design Rights and Patents**

**(Sub-Contractor’s Agreement)**

THIS AGREEMENT is made the                         day of                                 20

BETWEEN

whose registered office is at

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Secretary of State") of the other part

        WHEREAS:-

1.        The Secretary of State has placed with                                                                         (hereinafter called "the main contractor") a contract bearing the reference number                                                 (hereinafter called "the main contract") for the design and development of                                                                                 the effect of which is that the costs of such design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.

2.        The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.

3.        With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.

4.        The main contractor has now informed the Secretary of State that for the purpose of performing the main contract they wish to place with the Sub-Contractor a sub-contract for the design and development of the items described in the First Schedule (hereinafter called "the sub-contracted items") and has requested the Secretary of State's approval of the sub-contract accordingly.

5.        The Secretary of State has signified its willingness to approve the sub-contract on condition that in consideration of it giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of State concerning the matters hereinafter appearing and the Sub-Contractor has signified their willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1.        The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.

2.        No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of

the Sub-Contractor

(in capacity of                        )

Signed on behalf of

The Secretary of

State for Defence

DEFFORM 177 (Edn 06/21)

THE FIRST SCHEDULE

The Sub-Contract Items are:-

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

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

except that:

(i)        Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.

(ii)        Where "the Authority" is stated "the Secretary of State" shall be substituted.

(iii)        Where "Contract" is stated "sub-contract" shall be substituted.

(iv)        Where "sub-contractor" is stated "further sub-contractor" shall be substituted.

(v)        Where "sub-contract" is stated "further sub-contract" shall be substituted.

**DEFFORM 177 Narrative**

The Contractor shall not place any subcontract or order involving the design or development of equipment required under this contract without the prior written consent of the Authority.

Unless otherwise agreed, such consent will be conditional on the proposed subcontractor concluding a direct agreement with the Authority in the form set out in Annex to the Contract. Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the subcontractor. If, in any case the Contractor is unable to comply with this condition they shall report the matter to [appropriate Director Commercial] and await further instructions before placing the subcontract or order.

**SC1B Schedules**

**Schedule 1 - Additional Definitions of Contract**

Not Used

**Schedule 2 - Schedule of Requirements for DAO New Qualification Management System (QMS)**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Deliverables** | | | | | | | | | | | |
| **Item Number** | **MOD Stock Reference No.** | **Part No. (where applicable)** | **Specification** | | **Consignee Address Code** (full address is detailed in DEFFORM 96) | **Packaging Requirements inc. PPQ and DofQ**(as detailed in DEFFORM 96) | | **Delivery Date** | **Total Qty** | **Firm Price (£) Ex VAT** | |
| **Per Item** | **Total inc. packaging**  **(and delivery if specified in the Purchase Order)** |
| 1 |  |  | The requirement is for a new scalable DAO QMS, to support the existing DAO portfolio of 123 regulated qualifications, with freedom to expand, managed across 32+ active DAO centres and awarding qualifications to 20-30k+ learners per year in accordance with Statement of Requirement at Schedule 5 | |  |  | | 31/03/2023  31/03/2024  31/03/2025 |  |  |  |
|  |  |  |  | |  |  | |  |  | **Total Firm Price** |  |
| **Item Number** | | | | **Consignee Address (XY code only)** | | |

**Options to Extend to be invoked**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Deliverables** | | | | | | | | | | | |
| **Item Number** | **MOD Stock Reference No.** | **Part No. (where applicable)** | **Specification** | | **Consignee Address Code** (full address is detailed in DEFFORM 96) | **Packaging Requirements inc. PPQ and DofQ**(as detailed in DEFFORM 96) | | **Delivery Date** | **Total Qty** | **Firm Price (£) Ex VAT** | |
| **Per Item** | **Total inc. packaging**  **(and delivery if specified in the Purchase Order)** |
| 1 |  |  | The requirement is for a new scalable DAO QMS, to support the existing DAO portfolio of 123 regulated qualifications, with freedom to expand, managed across 32+ active DAO centres and awarding qualifications to 20-30k+ learners per year in accordance with Statement of Requirement at Schedule 5 | |  |  | | 31/03/2026 |  |  |  |
| 1 |  |  | The requirement is for a new scalable DAO QMS, to support the existing DAO portfolio of 123 regulated qualifications, with freedom to expand, managed across 32+ active DAO centres and awarding qualifications to 20-30k+ learners per year in accordance with Statement of Requirement at Schedule 5 | |  |  | | 31/03/2027 |  |  |  |
|  |  |  |  | |  |  | |  |  | **Total Firm Price** |  |
| **Item Number** | | | | **Consignee Address (XY code only)** | | |

**Schedule 3 - Contract Data Sheet**

|  |  |
| --- | --- |
| **Contract Period** | Effective date of Contract:  The Contract expiry date shall be:  Option to Extend:  Option 1: A one year extension (i.e to 31st March 2026) for the delivery of the services already ordered, provided that the Authority exercises such an option by no later than 1st October 2024  Option 2: A one year extension (i.e to 31st March 2027) for the delivery of the services already ordered, provided that the Authority exercises such an option by no later than 1st October 2025 |
| **Clause 6 - Notices** | Notices served under the Contract can be transmitted by electronic mail  Notices served under the Contract shall be sent to the following address:  Authority: Refer to DEFFORM 111  Contractor: |
| **Clause 8 – Supply of Contractor Deliverables and Quality Assurance** | Is a Deliverable Quality Plan required for this Contract? No  If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.  **Other Quality Assurance Requirements:** Refer to Statement of Requirement |
| **Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances** | A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:  a) The Authority’s Representative (Commercial)  b) b) [DSALand-MovTpt-DGHSIS@mod.uk](mailto:DSALand-MovTpt-DGHSIS@mod.uk)  or: if only a hardcopy is available to:  a) The Authority’s Representative (Commercial)  b) Hazardous Stores Information System (HSIS)  Defence Safety Authority (DSA)  Movement Transport Safety Regulator (MTSR)  Hazel Building Level 1, #H019  MOD Abbey Wood (North)  Bristol, BS34 8QW  DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)  to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: |
| **Clause 10 – Delivery/Collection** | Contract Deliverables are to be:  Delivered by the Contractor to Project Manager |
| **Clause 12 – Packaging and Labelling of Contractor Deliverables** | Additional packaging requirements: n/a |
| **Clause 13 – Progress Meetings** | The Contractor shall be required to attend the following meetings:  Type: Progress Meeting  Frequency: Monthly for Design Phase then Quarterly  Location: Defence Academy |
| **Clause 13 – Progress Reports** | The Contractor is required to submit the following Reports:  Type: Progress Report  Frequency: Quarterly  Method of Delivery: Email  Delivery Address: As above |

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

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

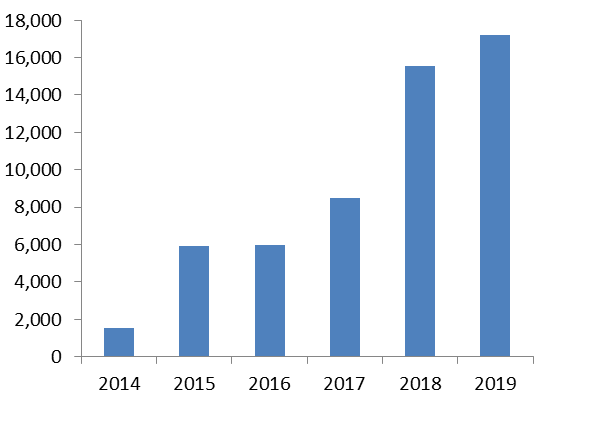
**Schedule 5 – Statement of Requirement**

**PURPOSE**

1. The Defence Awarding Organisation (DAO) requires a digitalised qualification management system (QMS) to improve efficiency, reduce regulatory risk and grow capacity to meet increasing Defence demand.
2. The awarding organisation (AO) landscape is moving from physical printed certification to digital certificates and the regulatory burden is increasing, resulting in the DAO requiring stronger compliance processes across its centres; otherwise, DAO risk the chance of regulatory sanction. Consequently, to help future proof, and reduce risk, DAO requires a QMS that provides:
   * Governance control
   * Qualification development and management
   * Centre control
   * Digital certification
3. DAO needs to align with Defence Academy’s (DefAc), intent to become a digital academy and offer eCertificates and only physical ‘printed’ qualification certification as an option for the learner, thus removing default manual certificate process that currently exists within DAO and across all centres.

**BACKGROUND TO REQUIREMENT**

1. The DAO was established in 2009 to give the MOD an ‘in house’ awarding body.  The DAO is affiliated and regulated by the Office of Qualifications and Examinations Regulations (Ofqual), a Government sponsored organisation that regulates all awarding bodies within, England and Wales. DAO are committed to comply with Ofqual’s General Conditions of Recognition (GCoR). The DAO’s mission is to award vocational qualifications to Service Personnel (Regular and Reserve) and CS in order to recognise quality and competence gained through Defence training and experience. To-date, DAO has issued >70k qualification certificates and the growth is shown below:



1. The DAO currently manages the 123 regulated qualifications, which are managed across 32 active centres. DAO has out-grown the extant in-house QMS system which is no longer future proofed without significant overhaul and cost. The current DAO QMS is limited to producing management information on qualifications only and not a more holistic assessment of the regulatory position of DAO.

**REQUIREMENT**

1. The requirement is for a new scalable DAO QMS, to support the existing DAO portfolio of 123 regulated qualifications, with freedom to expand, managed across 32+ active DAO centres and awarding qualifications to 20-30k+ learners per year.
2. The system it is to:
3. Provide a QMS which has capability to undertake:
   1. Governance control of DAO. Ability to demonstrate proven compliance against all GCoR and link all processes to regulatory position.
   2. Regulated qualification (iaw Regulated Qualification Framework (RQF)) development and management. Functionality to manage the development of new qualifications and manage existing qualifications.
   3. Awarding Centre (AC) management and control. Ability to manage and control of all ACs, for compliance, including centre details, staff contacts, satellite sites, IQAs, Assessors, through-put, risk and compliance status, outstanding actions, malpractice, conflict of interest, Reasonable adjustments, appeals and sanctions.
   4. Digital certification. Provide a digitalised solution with an eCertification capability, with QR code, to ensure greater control and security; and functionality for DAO to print learner qualification certificates.
4. Align with DefAc being a digital academy (and DefAc Digital Transformation Project aims) and the Government agenda of digital by default, as led by Government Digital Service (GDS)).
5. Provide a solution that is kept up to date and is updated and aligned in anticipation of changes imposed by regulators, i.e Ofqual/SQA, that will strengthen DAO governance arrangements. A QMS that is robust, with business continuity functionality and able to provide a continuous service remotely.
6. Provide an enduring branded ‘DAO’ system, with a specific organisation (DAO) domain capability.
7. Provide a help-desk facility for DAO staff and DAO centre/EQA queries, respond within <2hrs.
8. Provide training on how to use new QMS for DAO and Centre staff as well as trg/guidance to EQA
9. Provides an income generation/billing option. To allow payment by individual learner for qualification certificates.
10. Web-enabled and Cloud-based solution, i.e. no hardware/server requirement. Solution provides secure access and is system agnostic, i.e. not tied to DefAc IS or MODNet (can allow access from ‘@mod.gov.uk’ emails); can be assessed via any ‘www’ browser/Internet Explorer and potential to export qualifications to ePortfolio, e.g. Mahara.
11. Provide interface to external systems such as CSCS scheme – to verify qualifications.
12. The contract is for 3 years plus two 1 year options
13. Provide evidence of data security meeting Defence’s high standards of data assurance with alignment to DPA 2019.
14. Provider of QMS has significant AO experience within organisation and holds the following certifications or equivalent to support the system:

ISO 9001 Quality Management System.

ISO 20000 IT Service Management System.

ISO 22301 Business Continuity Management System.

ISO 27001 Information Security Management System.

Public Service Network (PSN) Certification.

**DEFFORM 111**

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

Name:

Address:

Email:         ((

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

Name:

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**

**6. Intentionally Blank**

**7. Quality Assurance Representative:**

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

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk>[/index.html](file:///C:\u07\appmprod\log\C:.html¿) [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].

**8. Public Accounting Authority**

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

(( 44 (0) 161 233 5397

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

(( 44 (0) 161 233 5394

**9. Consignment Instructions** The items are to be consigned as follows:

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

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

Air Freight Centre

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

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

Surface Freight Centre

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

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

**B.JSCS**

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

JSCS Fax No. 01869 256837

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

**11. The Invoice Paying Authority**

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

(( 0151-242-2000 Fax: 0151-242-2809

**Website is:** [https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing](#https://www.gov.uk/government/organisations/ministry_of_defence/about/procurement)

**12. Forms and Documentation are available through \*:**

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

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto: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.